



## Summit Academy School Board of Trustees - Meeting Agenda

1225 E 13200 South Draper, UT 84020

Board Room

**March 19, 2026**

Time	Items to Present
7:00 pm	<b>Welcome</b>
7:05 pm	<b>Public Comment</b> (Please limit comments to 2 minutes)
7:10 pm	<b>Consent Agenda</b> <ul style="list-style-type: none"> <li>• Meeting Minutes: Board Meeting 11/20/2025</li> <li>• Meeting Minutes: Board Retreat 01/08/2026</li> <li>• Meeting Minutes: Board Meeting 02/09/2026</li> <li>• <del>3108</del> -&gt; 3109 Enrollment Documentation Policy</li> <li>• Chelsea Welch Birthday</li> </ul>
7:15 pm	<b>Director/Campus Updates</b> <ul style="list-style-type: none"> <li>• Academic Update <ul style="list-style-type: none"> <li>○ Final Land Trust Reports</li> <li>○ Accreditation Update</li> </ul> </li> <li>• Enrollment data <ul style="list-style-type: none"> <li>○ 3/17/2026</li> </ul> </li> </ul>
7:45 pm	<b>Finance Report</b> <ul style="list-style-type: none"> <li>• Finance Update (<i>Postponed to April</i>)</li> </ul>
8:15 pm	<b>Discussion and Action Items to Review</b> <ul style="list-style-type: none"> <li>• Finance Approval – Striping and Fill Pothole/Cracks</li> <li>• Policies <ul style="list-style-type: none"> <li>○ 7104 Acceptable Use Policy – Update</li> <li>○ 7302 Student Data Collection and Privacy Policy – Update</li> </ul> </li> <li>• Fee Schedules 2026-2027 1<sup>st</sup> Reading</li> </ul>

	<ul style="list-style-type: none"> <li>○ Independence</li> <li>○ Draper</li> <li>○ Bluffdale</li> <li>○ SAHS</li> <li>● Sex Education Curriculum Review – Preparation for April Approval</li> </ul>
9:00 pm Board Members	<p><b>Committee Reports</b></p> <ul style="list-style-type: none"> <li>● Executive Committee -</li> <li>● Academic Committee -</li> <li>● Finance/Audit Committee -</li> <li>● Governance Committee -</li> <li>● Development Committee-</li> </ul>
9:15 pm	<p><b>Board Business</b></p> <ul style="list-style-type: none"> <li>● Follow up from Board Retreat</li> </ul>
9:45 pm	<p><b>Follow Up Items</b></p>
9:50 pm	<p><b>Closing Comments</b> Next board meeting date: April 16, 2026</p>
10:00 pm	<p><b>Closed Session</b></p> <ul style="list-style-type: none"> <li>● Possible Closed Session in Accordance with the Open and Public Meetings Act for Purposes outlined in law.</li> <li>● Potential Action Items from Closed Session (Select from the following)</li> <li>● <b>for the purpose of discussion of the character, professional competence, or physical or mental health of an individual.</b></li> <li>● <b>for the purpose of discussing pending or reasonably imminent litigation.</b></li> <li>● for the purpose to enter a strategy session to discuss the purchase, exchange or lease, or sale of real property.</li> <li>● for the purpose to enter discussion regarding deployment of security personnel, devices or systems.</li> <li>● for the purpose of investigating proceedings regarding allegations of criminal misconduct.</li> </ul>

*\*In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Summit Academy at 801-572-9007 at least 3 working days prior to the meeting.*



Summit Academy Board of Trustees

1225 E 13200 South

Draper, UT 84020

November 20, 2025

Board Meeting

7:00 p.m.

(PENDING)

### **Welcome**

The meeting was called to order at 7:02 pm with Peter Baxter, Elizabeth Lau, Tracy Ellis, Jared Morgan, Wilson Sivertson, and Daynia MacArtney. Chelsea Welch is excused.

### **Public Comment**

Kaden Nahinu, Stephan Shamy, Holly Humbert and Lily Eaton spoke.  
Zoe Humbert (senior) and Lexi Shamy (sophomore) did not speak but were present.

Holly Humbert:

Holly shares her experience with the Summit High School Volleyball team and the drama this season that was going on. She was the varsity team parent volunteer. When she found out about the drama, she emailed the coach. Her daughter Zoe has been participating with Summit volleyball since 6<sup>th</sup> grade. They were concerned when there was a new coach and new coaching staff. She is most concerned with team morale. She is happy to see her daughter Zoe so happy. She enjoys the game and being with the other girls. Holly thinks the new coaching staff has been a positive improvement to the program.

Stephen Shamy. He is a character witness for coach Kayden. His daughter Lexi Shamy was able to work with this coach last year during club volleyball. He wanted to raise his voice about what a great experience he and his daughter had with this coach this last season. (Daughter attended the meeting but didn't speak.)

Kaden Nahinu. He is the head coach at SAHS. This is his first year as head coach, and as a parent as they just had his first child. There has been a lot happening this year. He is very grateful for his coaching staff. A lot of the issues have been frustrating. It is mostly centered around communication. They have been teaching the girls to advocate for themselves. There are some that are not ready to advocate for

themselves. There has been a lot of information from parents to administrators and past employers. He comes to give his opinion this year and that there are many people that support the volleyball program. There are some growing pains. He feels that problems should have been solved through the correct grievance channels.

Lily Eaton- She has been a coach at SAHS and played on the team for two years. She thinks that what coach Kaden has done this year in the program and that the program has really benefited from his leadership. They have been working since March on this program. She doesn't think that the region that they are assigned is at their level. She was shocked at how things were escalated. They tried to create a means of communication and for the girls to advocate for themselves. She thought certain hoops were jumped through that should not have. Sometimes the people that are the angriest are the loudest.

Meeting Minutes  
October 16, 2025

### **Consent Agenda**

**A Motion to approve the Consent Agenda for Summit Academy Schools was given by Jared Morgan.**

**A second was given by Tracy Ellis**

**Vote - Yes- Elizabeth Lau, Tracy Ellis, Jared Morgan, Wilson Sivertson, and Daynia MacArtney. Peter Baxter is abstaining as he was absent from that meeting**

**Motion carries**

### **Director's Report- Alana Johnson**

#### Academic Update

SAHS- There are some exciting things happening. There are ACT Tuesdays. This will help them think strategically in preparation for the ACT in March. We started the High School Preview. We have invited 170 middle school students up to the high school from Draper and Independence campuses to get the students excited about coming to SAHS. We have 25% of our junior and senior classes in concurrent enrollment classes and 23% of 9-12 are taking at least one AP class. We love supporting them.

#### Community Updates

Bluffdale: We had a beautiful Espanol Aprende Celebration at the Bluffdale campus supporting that cultural DLI program. There are pictures posted on the website.

We participated in the Trunk or Treat with My Summit Adventures that was really great. We go out and look for ways to expand our learning. We were invited to apply for the Catalyst Grant. It is associated with the CTE programs. We are planning to get our piece of the 65 million dollars at the State level. There are a lot of possibilities with that. We are going to submit it in December and partner with the board on a more detailed plan. Liz asks Alana how she would like to use that grant money and she would like to expand the CTE program. We could offer an alternative approach to education that is less classroom based and more experience based.

Enrollment data hasn't changed much. Peter Baxter just noticed that we are up three students. And asks Alana if she has any concerns about that. Alana mentions that there isn't a lot of changes at this time of year. Tracy asks about when applications are available, and Alana mentions that they are hoping for December 1<sup>st</sup>.

#### **Finance Report- Brad Wilkinson**

Got an update today. About January- February, we will start the budget development process. The state will come out with estimates in July and August based on prior October 1 data, and we are funded based on that preliminary data. Then as the school year gets going, they will look at the counts on October first and make any adjustments to the estimates. Then they will give us our true allocations. He just got that data today and is working with Alana on that and will bring a proposed budget to the board next month. We are struggling the most in 7<sup>th</sup> and 8<sup>th</sup> grade and beating the curve in kindergarten. Kindergarten was up 4% and 7<sup>th</sup> and 8<sup>th</sup> are down 4%. These are the numbers for the LEA as a whole. The growth is primarily in kindergarten. We will start the budget development in January for FY2027. Two or three board members are invited to these budget meetings. He will start with the finance committee and go from there.

Brad is very aware of the Bond metrics and makes sure that we meet those bond covenants. We look to end the year with 20-25 million cash, and there are details there as to what all of those dollars are earmarked for. There are projects on track financially. He can answer any specific questions if there are any. Peter asks about updates regarding the dissolving of the Federal Education department, and Brad said that they shouldn't face any impact from that decision. We will be getting everything that is projected.

#### **Discussion and Action item to review- Alana Johnson**

##### **Update to Policy 3101 - Enrollment Policy**

This is an update because it has been several years. It needed some new language. Subsections two and three were amended to match our Exhibit A. We took out repetitions. We recommend that we move our lottery up earlier in the school year. We would like to move the date to December first. This matches local public and charter schools and allows us to accept students earlier and have a longer time to complete paperwork. Liz asks if the principals agree with this change. Canyons and Jordan will send their students home for the summer with schedules and registrations in hand. It will take a little work but it will be worth it. It is an opportunity for us to do so. Tracy asks for more information about the first and second lotteries. Alana explains that the first lottery runs the day after Martin Luther King. We will get those students registered and as positions open up, we will add those new students. Generally, there is one general lottery.

**A Motion to approve Policy #3101 for Summit Academy Schools was given by Elizabeth Lau.**

**A second was given by Jared Morgan**

**Vote - Yes- Elizabeth Lau, Tracy Ellis, Jared Morgan, Peter Baxter, Wilson Sivertson and Daynia MacArtney.**

**Motion carries**

This is the same calendar that was presented last month with one exception. We just moved a professional development day. This is the second and final reading of this calendar.

**A Motion to approve 2026-2027 Summit School Calendar for Summit Academy Schools was given by Tracy Ellis.**

**A second was given by Liz Lau**

**Vote - Yes- Elizabeth Lau, Tracy Ellis, Jared Morgan, Peter Baxter, Wilson Sivertson and Daynia MacArtney.**

**Motion carries**

**Update to Bank Resolution/Signers- Brad Wilkinson**

We are asking to remove Molly Harts' name be removed and that we add Alana Johnson, Scott Petit, and Jeff Wyatt be added.

**A Motion to approve resolution 26-001 the update to Bank Resolution and Signers for Summit Academy Schools was given by Jared Morgan.**

**A second was given by Tracy Ellis**

**Vote - Yes- Elizabeth Lau, Tracy Ellis, Jared Morgan, Peter Baxter, Wilson Sivertson and Daynia MacArtney.**

**Motion carries**

**RFP Substitute Approval- Brad Wilkinson**

Jared was very helpful in this process and we appreciate this. There were 6 requests that we went through. There were several that were impressive. There were 2 that were really close. Our current provider American Staffing was selected by a very slim margin. We can get back to activity without much training. The goal is 95% and American staffing came in at 91% overall.

**A Motion to approve the RFP Substitute Approval for Summit Academy Schools was given by Liz Lau.**

**A second was given by Jared Morgan**

**Vote - Yes- Elizabeth Lau, Tracy Ellis, Jared Morgan, Peter Baxter, Wilson Sivertson and Daynia MacArtney.**

**Motion carries**

## **Committee Reports**

Executive committee- None

Academic Committee- Elizabeth Lau

Met with Alana about the Accreditation process as well as questions on the survey. We will bring some of that information to the retreat for us to discuss. She will bring some goals for the LEA as a whole

Finance/Audit Committee- Wilson Sivertson

We talked about the anniversary date policy as it pertains to midyear salary increases for employees. The policy will change to disregard the anniversary dates and to give everyone an annual rate increase the same as everyone else. Last meeting we approved a last-minute change where deliveries are shipped to and we decided to keep it as a general rule but will stay in touch with Alana about special requests and then monitor and reevaluate as necessary.

Governance Committee- None

Development Committee- Jared Morgan

We have had several meetings. We sat with Jon Eborn and Alana Johnson. We discussed the identity of the school, branding, etc. There was an agenda item that we pulled last minute, so we will have that conversation at a retreat in January. We feel like we need a more in-depth discussion about the identity of the LEA and provide better direction to the entire staff. The Development Committee would like to lead this discussion at the next retreat this coming January.

**Board Business**

Peter Baxter shares about the last retreat. He thought it was really beneficial. There was a lot of input from staff and other members of the school. Peter would like more specific goals on the agenda. Peter asks if January is the right time for this work session. He feels like a lot of discussion needs to happen with all the board members. Peter would like to see a more intimate group for these discussions at a cool venue if possible. He would like to do it on a weekday. Liz went to a meeting where they suggested they meet during the day while students are at school. Liz would like to pick a day and get it on the calendar. Peter likes later in the week: a Thursday or a Friday. No board meeting in December. Let's plan on January 8<sup>th</sup>.

Liz would like the survey to be ready. Peter asks if Liz and Alana can get it ready and then the board can approve it. Alana clarifies that there is usually an employee survey and a parent survey. Tracy wants to remind everyone about getting their three hours of board training annually. There are some prerecorded trainings that you can do. Some pedicular training sessions are required. We can potentially bring trainers in if we want to do that. There are a lot of different options. Annabella will send out a monthly reminder each month about what is needed for each person. Peter likes the idea of someone coming in to do a training quarterly all together.

**Follow up items**

Next meeting – January 8, 2026.

**Closing comments**- None

**Closed Session**

**A motion to go into closed session for the purpose of discussion of the character, professional competence, or physical or mental health of an individual and for the purpose of discussing pending or reasonably imminent litigation for Summit Academy was given by Liz Lau.**

**A second was given by Wilson Sivertson**

**Single Voice Vote - Peter Baxter-Yes, Elizabeth Lau-Yes, Tracy Ellis-Yes, Jared Morgan-Yes, and Wilson Sivertson-Yes, and Daynia MacArtney-Yes.**

**Motion carries**

**Those attending closed session**

Elizabeth Lau, Tracy Ellis, Jared Morgan, Wilson Sivertson, Daynia MacArtney, and Director Alana Johnson.

Open Session ended at 8:20 p.m.

**Closed Session opened at 8:25 p.m.**

**Open session resumed at 10:36 p.m.**

**A Motion to adjourn was given by Wilson Sivertson.**

**A second was given by Tracy Ellis**

**Vote - Yes- Peter Baxter, Elizabeth Lau, Tracy Ellis, Jared Morgan, and Wilson Sivertson**

**Motion Carries**

**The meeting adjourned at 10:36 p.m.**



Summit Academy Board of Trustees

1225 E 13200 South

Draper, UT 84020

January 8, 2026

Board Work Session

9:00 am.

(PENDING)

### **Welcome**

The meeting was called to order at 9:11 am with Elizabeth Lau, Tracy Ellis, Jared Morgan, Wilson Sivertson, Peter Baxter, and Daynia MacArtney. Chelsea Welch is excused.

**A motion to go into closed session for the purpose of discussion of the character, professional competence, or physical or mental health of an individual for Summit Academy was given by Tracy Ellis**

**A second was given by Jared Morgan**

**Single Voice Vote - Peter Baxter-Yes, Elizabeth Lau-Yes, Tracy Ellis-Yes, Jared Morgan-Yes, Wilson Sivertson-Yes, and Daynia MacArtney-Yes.**

**Motion carries**

### **Those attending closed session**

Elizabeth Lau, Tracy Ellis, Jared Morgan, Wilson Sivertson, Peter Baxter, and Daynia MacArtney.

Open Session ended at 9:12 a.m.

**Closed session began at 9:12 p.m.**

**Open session resumed at 10:34 am.**

## **Survey Approval**

Elizabeth Lau – Cognia is our accreditation body. We are accredited by the high school. We are trying to get the other campuses accredited. Alana took the information from both of our last surveys and put it all together. There are two pages. One is for parents and one is for employees. Cognia requires that the students are surveyed as well. Liz proposes that the board keeps the parent and employee surveys the same as in the past for consistency. Cognia isn't that picky. Liz proposes that the board turn the student survey over to the administration to fill Cognia requirements. Liz also proposes that they pass the action item for the parent and employee surveys and wait until the student survey is ready and then approve that one. We could go through and mark some of these questions as "optional." We are supposed to conduct this survey annually.

**A Motion to allow the LEA to handle student surveys to be compliant with Cognia's requirements was given by Elizabeth Lau.**

**A second was given by Dania**

**Vote - Yes- Peter Baxter, Elizabeth Lau, Tracy Ellis, Jared Morgan, Wilson Sivertson, and**

**Motion Carries**

**A Motion to approve the parent survey with the adjustment on question 3 for an addition of becoming aware of extracurricular activities was given by Elizabeth Lau.**

**A second was given by Tracy Ellis**

**Vote - Yes- Peter Baxter, Elizabeth Lau, Tracy Ellis, Jared Morgan, Wilson Sivertson, and Daynia MacArtney**

**Motion Carries**

**A Motion to approve the employee survey was given by Elizabeth Lau.**

**A second was given by**

**Vote - Yes- Peter Baxter, Elizabeth Lau, Tracy Ellis, Jared Morgan, Wilson Sivertson, and Daynia MacArtney**

**Motion Carries**

Peter Baxter lets everyone know that Brad Wilkinson has joined the meeting and Alana Johnson will be joining shortly. He gave everyone a book "As A Man Thinketh". Peter shows a short video about a SWAT analysis. Strengths, Weaknesses, Opportunities, Threats. Peter shows the group the analysis from the state with a SWAT report. The purpose is to provide some clarity from the State perspective, and Peter would like everyone to do one from the Board perspective. He would like to describe how the state views us.

Strengths

Dual Immersion-German and Spanish

Strong Community- Tracy believes the families are tighter versus a regular public school.

Small Class Size-

Cross campus collaboration for whole school k-12 which creates a seamless education K-12 without gaps, and everyone collaborates.

More opportunities to Individualize each student's learning experience.

We have greater potential for innovation. Our administration is interested in what is coming up.

The geography of where our campus is located within the state of Utah. Peter thinks that is a weakness since all our campuses are so widespread. Our Draper parents are not committed because they are not committed to sending their kids to the Summit High School. He thinks that is the largest reason the numbers at Draper are low. Daynia would like it if Bluffdale was K-8. Neighboring schools sending kids to Summit with discipline problems could be a threat. A good strong solid 5-year strategic plan would be a real strength and lack of one would be a weakness. Daynia feels like safety at Summit is a real strength.

Opportunities- We have a lot of different extracurricular and academic opportunities. We have great principles that are open to partnering and other things. Sports are a real opportunity. We have established ourselves as a place where students could come and actually get the chance to play. As we grow into this 4A level, it gives those that cannot at a 5A level for a lot of people. Being a smaller population school gives us many opportunities verses the larger surrounding schools. A weakness is the lack of facilities for the performing arts as well as the variety of class offerings. Junior High is one of our greatest threats. Liz reminds everyone that we shouldn't be comparing ourselves to the school across the street because we are so different. At the High School, Concurrent Enrollment is a huge opportunity. Daynia feels like Home School is a threat. The demographic change in Draper is a threat. Teacher retention and salaries are a great concern.

Peter wants everyone to think about what our goal is and what our identity is and how to define it. We have a real opportunity to attract real dollars to our school. We are surrounded by successful businesses and people that could be donating regularly to our school. Liz is asking who is going to make that 5-year plan. Liz reminds everyone that at the last retreat, there were a lot of ideas, but then nothing came from it. Peter feels like the campuses are Siloed. The development committee will continue to work on this. Liz would love to see us move more towards offering opportunities keeping the end in mind. Just like our dual immersion programs that keep you on through twelfth grade.

Peter would like the board to have a "To Do" list for every board member to keep the momentum going. He would like everyone to bring two or three ideas to our next board meeting.

### **Break for Lunch**

Noah Togiai- SAHS Athletic Director

He is new to Summit and has been here for nine months and really loves Summit. He is from Utah. He went to Hunter High School and Oregon State and then played for the Colts and Cardinals. He has a wife, son, and daughter.

He has a lot of life experience. He knows what is out there and knows what we could offer our students at Summit. Sports took him to all 50 states. He is hiring and training coaches. He teaches to lead by

example. He wants to become a destination high school. We are getting a lot of kids that didn't necessarily choose Summit, but they didn't make the team at their neighborhood school.

Phase 1- Bring in the right people. Giving people the chance to show him what they can do. Football field, track and press box.

Phase 2- Recruiting more people.

Phase 3 – Start building programs for the younger people that can move into our program. Building training programs year round

It is time to replace our turf. It has an 8–10-year life span and we are at year 8. He proposes a plan for what they want to build and create a vision for the school.

Noah is proposing a new plan for the football field, adding a track, and replacing the press box. He is proposing phase 1 of the plan at a cost of 2.1 million dollars. They could build it out, but this plan doesn't allow us to be able to host other schools for track and field. We also don't want to deny the focus of performing arts.

Brad Wilkinson-

Brad met with Noah for a while, and they are looking at future capital projects. This isn't a budget meeting, but more of a discussion about what Summit can do now and in the future. A bit of history is that a capital expenditure is anything over \$5,000.00. That is what our spending has been. We have been pretty reactive on capital projects. We do capital projects when we need to. We had to do more during Covid for germ control and air flow. The age of our buildings is coming into play. We will have about fifty million dollars that we will need to depreciate over the next thirty or so years. If anything has been fully amortized; it comes off the depreciation schedule.

High School- We have a current needs assessment-five-year plan. There are olive trees that need to be removed. Gymnasium has some needs as well as locker upgrades. Performing Arts building, and possible building expansions.

Draper campus is the oldest building. - Main need at Draper is needing a new roof. The repairs have been holding up so far. Carpet needs replacing as well. There are some rebranding updates that need to happen as well. There is some curbing that needs to be replaced and some fencing.

Bluffdale and Independence are in really good shape. We finished the upstairs at Bluffdale. That looks really good. Some railings need work as well as gym floors etc. Not a whole lot of budget needs the next five years.

LEA- There are some safety things happening in the next few years. We need to look at a lot more fencing in different areas. The big one coming around 2035 is all new windows. It could be around two million dollars.

As far as budget for the additional improvements for the high school, Brad has to look at the debt and debt service numbers. Our number is 1.75. It allows a little bit of wiggle room. We have to meet our bond covenants every year. We don't ever really want to get too close to that number. Long-term expansion for an auditorium wouldn't be possible. Typically, the main questions are how you are going to pay for it. Spending money on extra-curricular activities is tricky. We don't want to draw down regularly. Wilson asks about the ERC funds and when will we be able to comfortably draw money out

from that. The high School funds are separate from the rest of the LEA. Some money is available this year and some is available in 2028. Brad is still very uncomfortable using any of that money due to the IRS coming after it. Brad states that even though we have access to that money, he still has to explain why it was used and how it was used. The actual funds are 3.5. If they could figure out how to phase this, he would feel good about it, but not all at once. Brad would like to find out more about what is needed for a performing arts center so that we would know about moving the field or not. Liz would also like to know what the possibilities are for fund raising. Donations are a positive thing for Summit. Items they would like to find answers to are: 1. Talking to the State authority about the changes to the metrics, the one-year dip and getting specific about the numbers 2. What does a performing Arts Center look like and how much does it cost. 3. Confirm that we can get some flexibility on the billing on phase one. 4. What plan if any as far as fund raising for it. 5. They need to find out how close they can get to the row of houses on the North side. They are working with this company because they are approved by the State. Peter would like the answers to the questions as soon as possible so that they can make a well-informed decision. Liz would like all the principals to be included in the conversation about this project and if it makes the most sense for everyone. There are many needs for all campuses. How do we balance all of the needs. They are all important. Peter is asking how robust the budget for capital needs is. How can we be proactive verses reactive. There are needs and there are wants. Brad lets everyone know that the answer is really about more students. More students equal more dollars. Peter mentions that maybe capital expenditure will become our strategic plan. It really comes down to the squeaky wheel, or some would say that it gets political. Brad says that historically, the principals have full autonomy. They have to juggle wants and needs as long as they stay within their budgets. There are a few items in each budget that are non-negotiable. When there is something that is unrealistic or out of the norm, then we would bring that discussion to the board. Some campuses have specific grants. The board doesn't need to vote on the job description. Liz tells everyone that we can become the Charter School that people will come to regardless of location. We have to offer something that no one else offers. She drove her kids to a high school that was all concurrent for all of the high school. That was their culture. We need to make our culture super unique. This is a long-term discussion, and Liz believes that we could create it. Draper is the right place to do it. They have the money and drive to do it. Daynia wants everyone to see the job description. It doesn't need to be voted on. Everyone can put their comments in. She will do the first-round screening of candidates. She would like at least a couple of others to screen them before they bring anyone in. The faster the better. Peter would like to know when that is up so that he can let the staff know that it is up. Daynia would like everyone to think if they know of anyone because personal connections are the best.

### **Committee Assignments**

Peter thinks that the board needs to be seen at the campuses that they were assigned to more often. Daynia needs to be assigned to a committee. Chelsea is leaving soon, so they will have an opening in Governance and Education. Daynia will be added to the Development Committee, and Tracy will move to the Education committee. Tracy's kids go to Lone Peak in Sandy and Peter's youngest son will be going to Alta High School next year. Neither of them will have kids attending Summit next year. The bylaws state that the majority of board members need to have children that attend Summit.

**A Motion to adjourn was given by Peter Baxter**

**A second was given by Wilson Sivertson**

**Vote - Yes- Peter Baxter, Elizabeth Lau, Tracy Ellis, Jared Morgan, Wilson Sivertson, and Daynia MacArtney**

**Motion Carries**

**The meeting adjourned at 3:15 p.m.**



Summit Academy Board of Trustees

1225 E 13200 S Draper, UT 84020

February 9, 2026

8:00 p.m.

Board Meeting

(PENDING)

**Welcome**

The meeting was called to order at 8:03 pm with Peter Baxter, Chelsea Welch, Elizabeth Lau, Tracy Ellis, Jared Morgan, Wilson Sivertson, and Daynia MacArtney.

**Public Comment**

None

**Consent Agenda**

Happy Birthday to:

Brad Wilkinson

Wilson Sivertson

Daynia MacArtney

LEA-Specific Licenses for Approval

**A Motion to approve the Consent Agenda for Summit Academy Schools was given by Liz.**

**A second was given by Wilson**

**Vote - Yes- Peter Baxter, Chelsea Welch, Elizabeth Lau, Tracy Ellis, Jared Morgan, Wilson Sivertson, and Daynia MacArtney**

**Motion carries**

**Director's Report-** Alana Johnson

## Academic Update

**SAHS Sterling Scholars 2025-2026.** It began in 1962.

Business and Marketing- Walker Booth

Dance- Rebecca Bush

English – Addie Wainer

Family and Consumer Science- McKinley Pierson

Math – Edson Jones

Vocal Performance- Mindy Cox

Instrumental Music – Daniel Moore

Science- McKinley DeWitt

Skilled and Technical Sciences – Oscar Binez

Social Sciences – Madison Laizdale

Speech and Drama- Lowden Smith

Visual Arts- Samantha Farnsworth

World Language – Scotman Bradley

Results for Ap Tests. We are on the 2025 AP Honor Roll – 43% of our students take an AP Test. We had 27% receive credit. C

## Community Update

Bluffdale STEM Night – Jan 29th

Draper’s Happy Little Paint Night – Jan 26<sup>th</sup> Lot’s of engagement.

Independence wrapped up “Shrek the Musical” and Literacy Night is tonight.

Esports Achievement – During the off-season, they recently had their best performance ever. They were #7 overall in the Western Conference. They were 7<sup>th</sup> place in Super Smash Brothers and #1 in Fortnite without losing any games.

## Enrollment Data

As of 2/9/2026- With our date change, we are seeing more conversions earlier. The numbers are up overall right now.

## **Finance Report – Brad Wilkinson**

Review S&P Global Bond Rating for Fiscal year 2025. Each year we get a review. We have a triple B-rating. It is the lowest investment grade in ratings. We reached out to Robinson. Even though it is the lowest, it is excellent for Charter Schools. Only the top 10 can achieve that rating. We have opportunities to go up. The positive is that we have 288 days of cash on hand, 2500 students, and a good track record. We don't want our rating to go down. It is very positive right now.

Budget – things to note

Salaries and Benefits are 63%

Debt -Bonds and Buildings are 14%

Cash on Hand is \$226

There are no real concerns. The rest of the details are in the packet.

## **Discussion and Action item to review**

990 Tax Return – Brad Wilkinson

It is good for the Board to review it yearly. There isn't any action that needs to be taken, but we can discuss it or answer any questions you may have. Wilson asks if we report our income differently.

**A Motion to approve the 990 Tax Return for Summit Academy Schools was given by Chelsea Welch.**

**A second was given by Tracy**

**Vote - Yes- Peter Baxter, Chelsea Welch, Elizabeth Lau, Tracy Ellis, Jared Morgan, Wilson Sivertson, and Daynia MacArtney**

**Motion carries**

## **MSA (My Summit Adventures) Preschool Lease**

We do this every year. They are currently in the middle of their registrations for next year. It is similar to last year. There is a standard 4% inflationary rate. All Elementary principals have reviewed this. Summit Academy employees receive a discount if they use their services. They have been good partners for 22 years.

**A Motion to approve the Fiscal year 2027 MSA Preschool Lease for Summit Academy Schools was given by Wilson.**

**A second was given by Tracy**

**Vote - Yes- Peter Baxter, Chelsea Welch, Elizabeth Lau, Tracy Ellis, Jared Morgan, Wilson Sivertson, and Daynia MacArtney**

**Motion carries**

Feasibility Study for Catalyst Grant- Alana Johnson

We are trying to assess if this is a good fit for Summit Academy. We are looking into the idea of having a Charter School Consortium. We are asking to spend over the \$50,000.00 threshold.

**A Motion to approve the advanced spending for the Feasibility study for the Catalyst Grant for Summit Academy Schools was given by Liz.**

**A second was given by Wilson**

**Vote - Yes- Peter Baxter, Chelsea Welch, Elizabeth Lau, Tracy Ellis, Jared Morgan, Wilson Sivertson, and Daynia MacArtney**

**Motion carries**

## **Policies**

1207 - Grievance Policy & Hotline – Revised and updated for new requirements.

**A Motion to approve Policy #1207 – Grievance Policy and Hotline Policy for Summit Academy Schools was given by Liz.**

**A second was given by Tracy**

**Vote - Yes- Peter Baxter, Chelsea Welch, Elizabeth Lau, Tracy Ellis, Jared Morgan, Wilson Sivertson, and Daynia MacArtney**

**Motion carries**

3108 - Enrollment Documentation Policy – New

This is a new policy required by the state. It tells us what kind of documentation is needed for refugees, military family members, etc. It is almost all verbatim from state law.

**A Motion to approve Policy 3108 Enrollment Documentation Policy for Summit Academy Schools was given by Jared**

**A second was given by Daynia**

**Vote - Yes- Peter Baxter, Chelsea Welch, Elizabeth Lau, Tracy Ellis, Jared Morgan, Wilson Sivertson, and Daynia MacArtney**

**Motion carries**

3207 - Student Appropriate Behavior Policy – Update

**A Motion to approve Policy 3207 – Student Appropriate Behavior Policy for Summit Academy Schools was given by Liz**

**A second was given by Daynia**

**Vote - Yes- Peter Baxter, Chelsea Welch, Elizabeth Lau, Tracy Ellis, Jared Morgan, Wilson Sivertson, and Daynia MacArtney**

**Motion carries**

5206 - Title IX Policy – New

**A Motion to approve Policy 5206 Title IX Policy for Summit Academy Schools was given by Chelsea**

**A second was given by Jared**

**Vote - Yes- Peter Baxter, Chelsea Welch, Elizabeth Lau, Tracy Ellis, Jared Morgan, Wilson Sivertson, and Daynia MacArtney**

**Motion carries**

6202 - Vending Machines and Food Sale in Schools Outside of

Reimbursable Meals Policy – Update

**A Motion to approve Policy 6202 Vending Machines and Food Sale in Schools Outside of Reimbursable Meals Policy for Summit Academy Schools was given by Jared**

**A second was given by Chelsea**

**Vote - Yes- Peter Baxter, Chelsea Welch, Elizabeth Lau, Tracy Ellis, Jared Morgan, Wilson Sivertson, and Daynia MacArtney**

**Motion carries**

6304 – Fundraising Policy – Update

**A Motion to approve Policy 6304 Fundraising Policy for Summit Academy Schools was given by Wilson**

**A second was given by Liz**

**Vote - Yes- Peter Baxter, Chelsea Welch, Elizabeth Lau, Tracy Ellis, Jared Morgan, Wilson Sivertson, and Daynia MacArtney**

**Motion carries**

SAHS Phase 1 Project Review and Approval- Brad Wilkinson

After the board retreat last month, the administrative team put together a team to look at the proposal. We started with a state-approved company and reached out to a different company. We have gone back and forth quite a bit. The quotes in front of you are well thought out. Currently, the request is to leave the football field where it is. That would require us to put in a different fire lane. There are three potential locations for a performing arts center. Phase one is moving the fire lane, putting in a practice or warming up location, and moving the location for the fine arts center. There is a lot of thought and effort that has gone into this. There are two quotes here. One is replacing turf, adding track lanes,

adding warm up areas, moving performing arts location, moving lighting etc. There is a large packet provided to each board member. There were two board members included in the process beginning to end. A quick review was given to Chelsea Welch who was not in attendance at the Board Work Session. Liz asks if the money is high school money or LEA money, and Brad clarified that it would be both. It would be budgeted over two years. Part of it would come out this year, and the rest would come out the next fiscal year. Brad explains that they would need to bond out the performing arts center, but he isn't sure if that would hurt the bond's rating or not. Our hope is to continue to add enrollment. Jared asks if they approved phase One, they would need to move the football field South. They would have to put the Performing Arts Center somewhere else. Where can it really go to be meaningful. Angela says there are other options. Liz asks who is telling them that 11,000 square feet were big enough. Liz said that she did some homework of her own on the amount of space needed for a performing arts center that would meet their needs. Liz is curious to know why they would propose those locations if they won't fit. Brad says that they are trying to find other areas, but there isn't anything official. Peter mentions that Wilson asked a good question at the finance meeting. If they build a track, the area for the performing arts center wouldn't work any longer. If they move the football field North, it will cost an extra million dollars. Liz asks where the data is that says that they should spend a lot of money on a new track and field. Chelsea asks if they have created a plan or contingency plan if enrollment goes down or are not able to do all the phases. Brad says that from a budgetary standpoint, they don't have all the rest of the pieces of the pie to know if it all will work. Chelsea is asking how this project became the highest priority. She sat through many months of planning and choosing what expansions and what size. To this day, did we ever get dollars that they thought a bigger expansion would do. Angela says that the football field turf is expiring and isn't safe any longer and will need to be replaced. Chelsea would like to know who said that the field isn't safe? Who checked it. Peter asks if we can wait a year and do some more work on this. Brad and Angela say that the turf must be replaced this year. Tracy states that she thinks that everyone is right. She doesn't want to make decisions about this. Daynia thinks that they should do all of the improvements at the same time. Jared feels like the board has dropped the ball by not having a five-year plan, and he is excited about the plan and is ready to go for it! Liz would like to hear from the other principals about how they feel about all of this. Wilson said that the investors like to see the board investing in the school. Tracy mentions that in all 5 phases, it doesn't mention a Fine Arts Center. Chelsea mentions that Bluffdale may need a junior high facility. Have all the different needs been discussed? Diana Brantley talks about the possibility of having junior high. She thinks it is far into the future. The Bluffdale students go to Independence for a more robust program. Bluffdale doesn't have a stage. Right now, financially and student experience is concerned; the best choice is to keep her students at Independence for junior high. She is committed to her school, and the conversation isn't about teacher salaries verses facilities, and she would like to have that conversation. She would like her students to have that full experience. Jeff Wyant feels like they should commit to the performing arts earlier. Lisa Cutler joins electronically due to a literacy night. Lisa has a large majority of students that go to high school, and she sees a need for work to be done at the high school. She would like to see where the performing Arts center would be located? Would it have the number of seats that are needed? Can those things be solved and not limit progress? She would like to get answers to the performing Arts questions. Alana is asked for her feelings. She feels like there is momentum and a need. She would like to see them move forward on phase one and then commit to a performing arts plan. Chelsea asks what a compromise looks like for the future phases. Peter believes that there is language that could be written up to protect the intention for future board meetings. Liz wants to ask the board why this is moving so fast. Peter is saying that it is because the field needs to be replaced. Liz is disappointed that the board isn't talking about improving education rather than on facilities. Jeff would like to see teacher pay improve to uplift all of the schools. The biggest thing that we could do across the board is to improve teacher pay. Peter is asking if there is an alternate plan to propose. Liz would like to delay the

vote, and Peter says that they need to start the project right away. Daynia confirms that the ERC money is earmarked for capital improvements. Brad states that not all of it must be for that. The high school portion is just over a million dollars. Only seven hundred thousand is available this year. Liz is not opposed to the idea. She is opposed to the timing. Liz said that we need to come up with a comprehensive plan and use that as a guide before jumping into this. Wilson doesn't think that the plan would change the desire or need for this plan. Chelsea sees the merit of this project and shares Liz's concerns. This wasn't specifically asked at the retreat, and they don't even have a full plan. This is a lot of money and all of it hasn't been thought through carefully. We went from an idea for a five year plan a month ago to spending millions of dollars a month later. There hasn't been a depth of thought for the needs of the whole school. Peter believes in having all of the facilities in the plan, but because we don't have a sure plan for the performing arts center, he can't support moving forward with that until that is figured out.

**A Motion to approve SAHS Phase 1 Project Review and Approval for Summit Academy Schools that we do not move forward with any other phases until a performing arts center be addressed was given by Jared**

**A second was given by Daynia**

**Vote - Peter Baxter-no, Chelsea Welch-no, Elizabeth Lau-no, Tracy Ellis- yes, Jared Morgan-yes, Wilson Sivertson-yes, and Daynia MacArtney- yes**

**Motion carries 4-3**

FY26 Budget Revision- Brad Wilkinson

The Administration is asking for a budget revision including 1.5 million from now until June 30, 2026. There is also a legal piece in there. A lot of these changes are in the capital outlay area. This budget revision won't jeopardize our bond covenants.

**A Motion to approve the budget revision 2026 for Summit Academy Schools was given by Liz**

**A second was given by Wilson**

**Vote - Yes- Peter Baxter, Elizabeth Lau, Tracy Ellis, Jared Morgan, Wilson Sivertson, and Daynia MacArtney. Chelsea Welch - No**

**Motion carries 6-1**

## **Committee Reports**

Executive committee- Peter, Chelsea, Wilson, Tracy, None

Academic Committee- Liz-C, Tracy, Wilson

The 2024 report card is published and there are a few things that are inaccurate. It shows that when we merged with the high school, we got all new teachers which is not accurate as well as some incorrect attendance. They are working on fixing those. All the statewide data just came out in the last week or two.

Finance/Audit Committee- Wilson-C Jared-V, Peter None

Governance Committee- Chelsea- C, Peter-V Tracy, Daynia None

Development Committee- Jared-C, Wilson-V,Daynia, None

### **Board Business**

Campus Visits & Treats – Go when they have their faculty meetings. Go to assigned campuses.

Bluffdale- Liz, Tracy, Peter

Draper- Chelsea, Jared, Wilson

Independence- Liz. Jared, Tracy, Daynia, Peter

High School- Liz, Wilson, Daynia, Peter

Survey Timeline- The survey is completed and Liz is working with Alecia to get it out. We decided to make it to get consistent data.

April Board Meeting April 16<sup>th</sup>. Spring Break is April 6-10<sup>th</sup>. Peter may miss the 16<sup>th</sup>.

### **Follow up items**

Next meeting – March 19th

**Motion to go into closed session for the purpose of discussion of the character, professional competence, or physical or mental health of an individual and for the purpose of discussing pending or reasonable imminent litigation for Summit Academy was given by Liz.**

**A second was given by Jared**

**Single Voice Vote - Peter Baxter-Yes, Chelsea Welch-Yes, Elizabeth Lau-Yes, Tracy Ellis-Yes, Jared Morgan-Yes, Wilson Sivertson-Yes, and Daynia MacArtney-Yes.**

**Motion carries**

**The open session ended at 11:14 p.m.**

**Those attending closed session**

**Peter Baxter, Chelsea Welch, Elizabeth Lau, Tracy Ellis, Jared Morgan, Wilson Sivertson, and Daynia MacArtney.**

**The closed session began at 11:15 p.m.**

**Open session resumed at 12:03 am on Feb. 10, 2026**

**A Motion to adjourn was given by Chelsea**

**A second was given by Liz**

**Vote - Yes- Peter Baxter, Chelsea Welch, Elizabeth Lau, Tracy Ellis, Jared Morgan, Wilson Sivertson, and Daynia MacArtney**

**Motion carries**

**Meeting adjourned on Feb. 10, 2026 at 12:04 a.m.**



# Enrollment Documentation Policy

Policy Number: **3108 3109**

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## I. Purpose

Summit Academy aligns enrollment procedures with our internal enrollment policy and Utah Code and Board Rule. This policy outlines documentation requirements and related timelines for student enrollment. It also outlines conditional enrollment processes and options for extensions.

## II. Definitions

- A. Child of a DOD Civilian Family – a school-aged child, enrolled in kindergarten through grade 12, in the household of a currently serving DOD civilian.
- B. DOD Civilian – an employee of the United States Department of Defense who is assigned to perform the employee’s duties at a military organization based in Utah (per 53H-11-202)
- C. Educational Record – an official record, file, or data directly related to a student and maintained by a school or an LEA, includes: the student’s cumulative folder such as general identifying data, records of attendance, and of academic work completed, records of achievement and results of evaluative tests, health data, disciplinary status, test protocols, and individualized education programs.
- D. Enroller – an individual who enrolls a student in public school.
- E. Newcomer Student – a student who is three through 21 years old, was not born in any U.S. state, and has not attended one or more schools in one or more states for more than three full academic years.
- F. Transcript – documentation of a newcomer students’ or foreign exchange students’ prior educational experience, including oral representations about prior educational experience that a school or an LEA documents.

## III. Birth Certificate Requirements

- A. Upon enrollment of a student for the first time in the LEA, Summit Academy shall notify the enroller in writing that within 30 days the enroller shall provide the school either
  - 1. a certified copy of the student’s birth certificate; OR
  - 2. another reliable proof of the student’s identity, biological age, and relationship to the student’s legally responsible individual, AND an affidavit explaining the enroller’s inability to produce a copy of the student’s birth certificate.
- B. Summit Academy will access the Transcript Repository housed at USBE for newcomer students.
- C. If documentation inaccurately reflects the student’s biological age, the enroller shall provide the school with:
  - a. An affidavit explaining the reasons for the inaccuracy or supporting documentation outlined in [53G-6-603](#).
  - b. Summit Academy will convene a trained review team of at least three members to assess student documentation for enrollment.

## IV. Immunization Record Documentation

- A. Compliant with [53G-9-306](#), Summit Academy shall request an immunization record for each student at the time the student enrolls in the school. There will be no fee charged for receiving or

reviewing the immunization records or exemption form. Summit Academy will retain the record for each enrolled student as part of the student's permanent school record.

- B. Vaccine Exemptions:** A student qualifies for a medical exemption from a vaccination if the student's legally responsible individual provides to the student school:
- a. A completed vaccination exemption form and a written notice signed by a license health care provider state that, due to the physical condition of the student, administration of vaccine would endanger the student's life or health.
  - b. When a student who has submitted a vaccine exemption transfer, the school will provide the student's vaccine exemption form to the next school as part of the student's permanent record. The vaccine exemption will not expire.

## **V. DOD Enrollment Policy**

The child of a DOD civilian family will:

- A. Be enrolled and placed conditionally based on unofficial education records, pending receipt and validation of official education records. When a course placement decision is made, the school shall attempt to the best of their ability to ensure continuance of the student's academic program from the previous school.
- B. Be placed at the same grade level as the sending state, regardless of age, during a transfer. If the transferring student has satisfactorily completed a prerequisite grade level in school in the sending state, they shall be eligible for enrollment in the next highest grade level regardless of age.
- C. Be given 30 days from enrollment to obtain any immunizations that are required. If a series is required, the initial immunization in the series satisfies the 30-day requirement.
- D. Be included in extracurricular activities, regardless of application deadlines, the extent that a transferring student is otherwise qualified to participate in the extracurricular activities.
- E. Be allowed to use lawfully executed power of attorney for enrollments, parental participation, or consent.
- F. Be allowed to graduate under the conditions of [53E-3-1205](#) if transferring during their senior year.

## **VI. Conditional Enrollment and Extension:**

- A. Summit Academy will review the enrollment documentation within five business days. The record will be accepted or deficiencies communicated. If a student's immunization record is not received or there are deficiencies in the immunization record, the school shall:
  - a. Place the student on conditional enrollment and provide notice to the parent or guardian.
    - i. Notice will be in the enroller's preferred language and using one of the following methods of delivery: written notice delivered in person, by mail, by email (or other electronic means), or by telephone, including voicemail.
- B. Summit Academy Executive Director, or designee, shall grant an additional extension of the conditional enrollment period, if
  - a. the extension is necessary to complete all required vaccination dosages, for a time period medically recommended to complete all required vaccination dosages and at least one of the following agree that the additional extension will likely lead to compliance: school nurse, health official, health official designee (as outlined in 53G-9-302).

## **VII. References**

- [53E-3-1201](#) Education Opportunity for Children of United States Department of Defense Employees  
[53G-9-301](#) Immunization Requirements  
[53H-11-202](#) Resident student status

3101 – Enrollment Policy

**VIII. Attachments**

None

**IX. Revision History and Approval Date**

Version 1: Original Date: February 9, 2026

Version 2: March 19, 2026: Policy Number Change 3108 to 3109

# Summit Academy - Independence Final Report 2024-2025

2024 - 2025 ▼

**Final Report is submitted at this time!**  
This Final Report is in LEA or Charter Authorizer review.

### Financial Proposal and Report

This report is automatically generated from the approved School Plan (entered in spring of 2024), Amendments, and the LEA's data entry of the School LAND Trust expenditures coming from the Utah Public Education Finance System (UPEFS).

Description	Planned Expenditures (entered by the school)	Amended Expenditures (Refer to bottom of Report)	Actual Expenditures (entered by the LEA)
Carry-Over from 2023-2024	\$0.00	\$0.00	\$14,965.87
Distribution for 2024-2025	\$124,904.02	\$0.00	\$124,904.02
Total Available for Expenditure in 2024-2025	\$124,904.02	\$0.00	\$139,869.89
Salaries and Benefits	\$122,402.78	\$0.00	\$128,888.47
Contracted Services	\$0.00	\$0.00	\$0.00
Professional Development	\$0.00	\$0.00	\$0.00
Student Transportation Field Trips	\$0.00	\$0.00	\$0.00

Description	Planned Expenditures (entered by the school)	Amended Expenditures (Refer to bottom of Report)	Actual Expenditures (entered by the LEA)
Books Curriculum Subscriptions	\$3,920.00	\$0.00	\$3,850.00
Technology Related Supplies	\$0.00	\$0.00	\$0.00
Hardware, etc.	\$0.00	\$0.00	\$0.00
Software	\$10,580.00	\$0.00	\$7,538.60
Technology Device Rental	\$0.00	\$0.00	\$0.00
Video Communication Services	\$0.00	\$0.00	\$0.00
Repair Maintenance	\$0.00	\$0.00	\$0.00
General Supplies	\$0.00	\$0.00	\$0.00
Services Goods Fees	\$0.00	\$0.00	\$0.00
Other Needs Explanation	\$0.00	\$0.00	\$0.00
Non Allowable Expenditures	\$0.00	\$0.00	\$0.00
<b>USBE Administrative Adjustment - Scroll to the bottom to see Comments.</b>			-\$407.18
Total Expenditures	\$136,902.78	\$0.00	\$139,869.89
Remaining Funds (Carry-Over to 2025-2026)	-\$11,998.76		\$0.00

## Goal Statement

close

By June 2025, Summit Academy Independence will increase proficiency in language arts, math, and science by 3% as measured by the SY25 RISE EOY assessment or meet or exceed state proficiency levels. This includes focus on multilingual learners.

## Academic Area

close

- English/Language Arts
- Mathematics
- Science

## Measurements

close

### Measurements

**This is the measurement identified in the plan to determine if the goal was reached.**

RISE EOY

**Please choose one of the following two options to complete the Measurements section:**

1. Explain how academic performance was improved or not, and describe how the before and after measurement data supports the improvement.
2. Explain how academic performance was improved or not, and attach measurement data from before and after plan implementation in the Attachments Section below. (If you choose this option, please put a note in your explanation to "see attached document").

Academic performance met the goal of meeting or exceeding state proficiency scores including multilingual learners, but performance did not increase from the previous year as follows:

EOY RISE 2023-2024 Proficiency	EOY RISE 2024-2025 Proficiency	EOY RISE 2024-2025
State Proficiency		
ELA 50%	ELA 49%	ELA 44%
MATH 46%	MATH 45%	MATH 45%
SCIENCE 60%	SCIENCE 55%	SCIENCE 51%

### Multilingual Learners Adequate Progress

2023-2024 53%    2024-2025 45.7%    State 2024-2025 36%

### Multilingual Learners Proficiency

2023-2024 26%    2024-2025 15.2%    State 2024-2025 12%

## Action Plan Steps and Expenditures

close

### These are the Action Steps identified in the plan to reach the goal:

1. Employ paraeducators, interventionists, and support staff to increase learning opportunities for students in English, language arts, math, and science.
2. Fund the ELA curriculum Common Lit. and the following math software: Big Ideas, Imagine Math, Aleks.

### Were the Action Steps (including any approved Funding Changes described below) implemented and associated expenditures spent as described?

- Yes  
 No

Category	Description	Estimated Cost
Books, Ebooks, online curriculum/subscriptions	2. Fund the ELA curriculum Common Lit.	\$3,920.00
Salaries and Benefits (teachers, aides, specialists, productivity, substitutes)	1. Employ paraeducators, interventionists, and support staff to increase learning opportunities for students in English, language arts, math, and science.	\$122,402.78
Software < \$5,000	2. Fund the following math software: Big Ideas, Imagine Math, Aleks.	\$10,580.00
	Total:	\$136,902.78

## Summary of Estimated Expenditures

Category	Estimated Cost (entered by the school)
Software < \$5,000	\$10,580.00
Salaries and Benefits (teachers, aides, specialists, productivity, substitutes)	\$122,402.78
Books, Ebooks, online curriculum/subscriptions	\$3,920.00
Total:	\$136,902.78

## Publicity

**The following items are the proposed methods of how the Plan would be publicized to the community:**

- School assembly
- School newsletter or website

**The school plan was actually publicized to the community in the following way(s):**

- Letters to policymakers and/or administrators of trust lands and trust funds
- Other: Please explain
- School assembly
- School marquee
- Stickers that identify purchases made with School LAND Trust funds
- School newsletter or website
- Social Media

## Council Plan Approvals

Number Approved	Number Not Approved	Number Absent	Vote Date
8	0	0	2024-01-29

## Plan Amendments

## Amendment #1

**Please Note:**

This amendment is not yet awaiting any review. Edits can be made.

**Number Approved:**

0

**Number Not Approved:**

0

**Absent:**

0

**Council Vote Date:****Explanation for Amendment:****Was the Amendment implemented and associated expenditures spent as described?:**

Yes

**Comments**

Date	Name	Comment
2024-04-04	Holly Korous	EDIT NEEDED: Action Step 2 does not meet the requirement under 53G-7-1206, that a specific list of programs, practices, materials, or equipment is listed for the planned use of SLT funds. Please reference R277-477-4 for allowable expenses and if there are generic expendable items listed (paper, toner, etc.), please ensure the school has a system of accounting/accountability in place to ensure the supplies are used to support the academic goal/s. The system and method of accounting may be examined in a compliance review for the SLT program.
2024-04-29	Lisa Cutler	Plan Comment: The council met on 4-29-24 and based on school needs assessment edited the proposed plan purchasing specific ELA curriculum and math software. This edit will be taken to the next Summit Academy Board meeting.
2026-01-30	kibennett	Final Report Comment: Adjustment to match APR: Brad Wilkinson and I traced the issue to data predating current system records. Aligning figures now to establish a clean baseline for future reporting.

BACK

## Summit Academy Draper Campus Final Report for 2024-2025

### Goal #1 Mathematics (K-6)

By June 1, 2025, Summit Academy will reduce the percentage of students who are scoring well-below the benchmark of Acadience Math composite from BOY to EOY by 20%.

We were able to meet this goal based on the Acadience Math Composite scores for BOY to EOY in the 24/25 school year. The average number of students scoring red in the beginning of the year dropped from approximately 105 to 74 students by the end of the year. This is a 29% drop in students scoring red (well-below proficiency) on Acadience Math Benchmarks for grades K-6. This growth is encouraging, and as always we continue to strive for improved proficiency through data-driven instruction and effective interventions.

### Goal #2 Mathematics and ELA (3-8)

By June 1, 2025, Summit Academy will increase the number of students considered proficient in mathematics and ELA on the annual RISE EOY assessment by 3%.

Our RISE proficiency 3-8

ELA 60% *Estimated based on our own data collection as RISE was reformatting their ELA assessment measures.*

Math 48%

From the 23/24 to the 24/25 school year we saw an overall increase in our math and ELA proficiency. These scores mean that 60% of our 3-8 grade students in ELA and 48% of our 3-8 math students are scoring at or above proficiency. Our current improvement plans include using interventions to support growth, but also increasing teacher confidence and competency in using their own data-driven instruction practices. Our growth plan moving forward includes additional targeted support for grades 4-6 in mathematics instruction and interventions.

**Funding Changes:** To allow more flexibility to meet varying student needs we would like to propose a change in how funding is allocated this year.





Because intervention and growth is a school-wide need, we would like to allow funding for intervention instruction to be divided among two or more qualified teachers. So long as money for intervention is always used for such purposes. For example, our intervention lead may teach a writing class, during the period that other intervention teachers are teaching an academic literacy class, etc. To avoid putting the interventions lead into tight parameters we would like to allow them to teach additional academically based elective courses, with the intention of increasing support for both gifted and talented and struggling intervention needs. This is also in support of Summit's current goal in increasing rigor in our instructional

practices.

**Final Report Comment:**

In response to increasing needs for intervention, Summit Academy reformatted our approach four years ago. This has been partially funded by the School Land Trust funds. We are seeing a lot of growth in some areas, but see the need for more growth particularly in our middle grade mathematics proficiency scores. Please see our current improvement steps, which include increased teacher involvement in the data-driven intervention process.

Below is Summit Academy’s 2024-25 Academic Report for Achievement and Growth. We have made typical achievement levels and commendable growth.

 <b>ACHIEVEMENT</b> English Language Arts 49.2% Mathematics 44.2% Science 50.0% <a href="#">View Details</a>	 Typical	 <b>GROWTH</b> English Language Arts 47.7% <b>Low</b> Mathematics 48.3% Average Science 51.5% Average Growth of Lowest 25% 58.9% Average <a href="#">View Details</a>	 Commendable
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# Summit Academy - Bluffdale Final Report 2024-2025

## Financial Proposal and Report

Description	Planned Expenditures (entered by the school)	Actual Expenditures (entered by the LEA)
Carry-Over from 2023-2024	\$3,823.90	\$3,823.90
Distribution from 2024-2025	\$76,875.45	\$76,875.45
<b>Total Available Expenditure 24-25</b>	<b>\$80,699.35</b>	<b>\$80,699.35</b>
Salaries & Benefits	\$76,875.45	\$80,699.14
Contracted Services	\$400.00	\$0.00
Professional Development	\$0.00	\$0.00
Student Transportation field trips	\$0.00	\$0.00
Books Curriculum Subscriptions	\$0.00	\$0.00
Technology & Related Supplies	\$0.00	\$0.00
Hardware, etc.	\$0.00	\$0.00
Software	\$0.00	\$0.00
Technology Device Rental	\$0.00	\$0.00
Video Communication Services	\$0.00	\$0.00
Repair Maintenance	\$0.00	\$0.00
General Supplies	\$0.00	\$0.00
Services Goods Fees	\$0.00	\$0.00
Other Needs Explanation	\$0.00	\$0.00
Non-Allowable Expenditures	\$0.00	\$0.00
<b>Total Expenditures</b>	<b>\$80,699.35</b>	<b>\$80,699.14</b>
Remaining Funds carry-over 2024-2025 (adjustment for rounding variant)	\$0.00	\$0.00

### Goal #1

Summit Academy Bluffdale's academic goal is to continue to score at or above the state averages on the RISE EOY assessment in science, math and language arts. This goal is based on 2022-2023 RISE assessment data.

### Academic Areas

- English/Language Arts
- Mathematics
- Science

## Measurements

**This is the measurement identified in the plan to determine if the goal was reached.**

The data used to determine if the goal was met and if academic performance was improved is listed below. All 3 measures (ELA, Math, Science) are above the state averages. English Language Arts remains our area of focus.

### Utah State 23-24 RISE Data

ELA	46
Math	45
Science	51

### Summit Academy Bluffdale 23-24 RISE Data

ELA	47
Math	54
Science	62

## Action Plan Steps and Expenditures

1. Provide teacher and paraprofessional support for general education in tier 1 and tier for general education classes.
2. Purchase decodable readers to support SoR instruction.

**Were the Action Steps (including any approved Funding Changes described below) implemented and associated expenditures spent as described?**

No

The action steps were implemented and associated expenditures spent as described except that the total of \$76,875.45 and the carryover from 2023-2024 of \$3,823.90 was necessary to provide teacher and paraprofessional support for general education and we were unable to spend the \$400 to purchase the decodable readers. It should be noted that the need for decodable readers was addressed in the 2025-2026 SLT plan and they have been purchased and are in use in our classrooms. All other expenditures were spent as described.

Digital Citizenship/Safety Principles Component
No

Funding Changes
Did not implement funding changes.

Publicity
<p><b>The following items are the proposed methods of how the Plan would be publicized to the community:</b></p> <ul style="list-style-type: none"> <li>• School newsletter</li> <li>• School website</li> <li>• Sticker and stamps that identify purchases made with School LAND Trust funds.</li> </ul> <p><b>The school plan was actually publicized to the community in the following way(s):</b></p> <p>School newsletter  School website  Sticker and stamps that identify purchases made with School LAND Trust funds.</p>

### Council Plan Approvals

Number Approved	Number Not Approved	Number Absent	Vote Date
4	0	2	May 6, 2024

## Goal #1

close

## Goal Statement

close

Summit Academy High School will continue to focus on supporting students to increase proficiency on Utah Aspire Plus and ACT assessments. Our goal is to increase proficiency by 5% annually until the percentage meets or exceeds state proficiency goals.

## Academic Area

close

- College and Career Readiness (*secondary schools only*)
- English/Language Arts
- Mathematics
- Science
- Writing

## Measurements

close

## Measurements

**This is the measurement identified in the plan to determine if the goal was reached.**

Measurements throughout the school year will be done with benchmark testing on UAP for all ninth and tenth grade students. Students in the eleventh grade will participate in an ACT prep course that will monitor and track progress. Final results and indicator of success will be spring UAP and ACT assessment results.

**Please choose one of the following two options to complete the Measurements section:**

1. Explain how academic performance was improved or not, and describe how the before and after measurement data supports the improvement.
2. Explain how academic performance was improved or not, and attach measurement data from before and after plan implementation in the Attachments Section below. (If you choose this option, please put a note in your explanation to "see attached document").

Academic Performance did not increase as we had hoped. We feel this is due to many factors. Reviewing the data of cohorts students performed on par, however we anticipated higher growth. Additionally, we have renewed our teacher training in teaching assessment taking skills anticipating this will support growth in the upcoming school year. We have added NWEA

(MAPS) to our 9th and 10th grade students to track and support assessment data and growth. We have also changed the ACT prep book to be more aligned with student testing procedures.

Data:

<https://docs.google.com/spreadsheets/d/19TRBSWZL2Rofyd5WH1erCITK8ePpS1x3flQQmPMrcxo/edit?usp=sharing>

This report is automatically generated from the approved School Plan (entered in spring of 2024), Amendments, and the LEA's data entry of the School LAND Trust expenditures coming from the Utah Public Education Finance System (UPEFS).

Description	Planned Expenditures (entered by the school)	Amended Expenditures (Refer to bottom of Report)	Actual Expenditures (entered by the LEA)
<b>Remaining Funds (Carry-Over to 2025-2026)</b>	<b>\$13,457.30</b>		<b>\$0.00</b>
Carry-Over from 2023-2024	\$0.00	\$0.00	\$0.00
Distribution for 2024-2025	\$99,814.30	\$0.00	\$99,814.30
<b>Total Available for Expenditure in 2024-2025</b>	<b>\$99,814.30</b>	<b>\$0.00</b>	<b>\$99,814.30</b>
Salaries and Benefits	\$71,357.00	\$0.00	\$76,415.79
Contracted Services	\$0.00	\$0.00	\$0.00
Professional Development	\$0.00	\$0.00	\$0.00
Student Transportation Field Trips	\$0.00	\$0.00	\$0.00
Books Curriculum Subscriptions	\$0.00	\$0.00	\$0.00
Technology Related Supplies	\$10,000.00	\$0.00	\$9,784.67
Hardware, etc.	\$0.00	\$0.00	\$0.00
Software	\$0.00	\$0.00	\$0.00
Technology Device Rental	\$0.00	\$0.00	\$0.00
Video Communication Services	\$0.00	\$0.00	\$0.00
Repair Maintenance	\$0.00	\$0.00	\$0.00

General Supplies	\$0.00	\$0.00	\$4,715.10	
Services Goods Fees	\$5,000.00	\$0.00	\$0.00	
Other Needs Explanation	\$0.00	\$0.00	\$0.00	
Non Allowable Expenditures	\$0.00	\$0.00	\$8,898.07	
<b>USBE Administrative Adjustment - Scroll to the bottom to see Comments.</b>			\$0.67	
<b>Total Expenditures</b>	<b>\$86,357.00</b>	<b>\$0.00</b>	<b>\$99,814.30</b>	

SUMMIT ACADEMY SCHOOLS, INC  
Draper  
Board Meeting March 19, 2026

TO: Summit Academy Schools, Inc Governing Board

FROM: Brad Wilkinson, Business Administrator

SUBJECT: Approval above Threshold to Act (\$50,000 and up)

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**BACKGROUND INFORMATION**

Part of our 5 year Facility Plan- We have need to update and fill in cracks and potholes at all 4 campuses, as well as striping (parking stalls, ADA spots, curbing, sidewalks) at 2/4 campuses. The other two will be done next spring.

**CURRENT CONSIDERATIONS**

We received 3 quotes from Eckles Paving, C&B asphalt, and Post asphalt, as well as quotes from 1-800 Striper, and Peck Striping.

**FINANCIAL IMPLICATIONS**

**Eckles Paving**- \$57,198 for Holes/Cracks (\$46,257) and Striping (\$10,941)

Post Asphalt- \$84,940 for Holes/Cracks (\$61,580) and Striping (\$23,360)

C&B Asphalt- Incomplete Bid- What we have is \$47,968, missing Drapers Potholes, and Independence Striping.

1-800 Striping- \$15,250 for Striping Only

Peck Striping- \$19,980 for Striping Only

**RECOMMENDATIONS**

It is respectfully requested that the Governing Board approve the Quote/Request for PO in the amount of \$57,198 with Eckles Paving during Spring Break.

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**BUSINESS ADMINISTRATOR'S RECOMMENDATION:** Recommended Approval.

COMPLETELY FILL IN ALL BLANK AREAS OF THIS CONTRACT BEFORE RETURNING FOR ACCEPTANCE



Sumsion Construction L.C.  
DBA Eckles Paving  
P.O. Box 68  
Springville, Utah 84663  
**Brandon's Cell Phone 385-315-8685**  
Phone 801-225-3715

Buyer/ Rep. Tausha Phillips  
Billing Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number 801-572-9007  
E-MAIL [tausha.phillips@summitacademyschools.org](mailto:tausha.phillips@summitacademyschools.org)

Bid Proposal Date: 2/26/2026  
Project Address 15327 S Noel Nelson Dr  
City, State, Zip Bluffdale, UT  
Name Of Owner Summit Academy Independence  
Job # BO26069

**Bid Proposal**

Sumsion Construction L.C., a Utah limited liability company d/b/a Eckles Paving (the "Company"), will furnish the materials and services described herein (collectively, the "Services") to the person indicated above ("Buyer") at the job site designated above in a commercially reasonable manner, subject to the terms and conditions set forth below and under the heading "Terms and Conditions." The Company will use commercially reasonable efforts to meet reasonable performance dates specified herein, if any; provided that any such dates shall be estimates only and the Company shall have no liability for failing to meet any such dates.

THE COMPANY MAY WITHDRAW THIS BID PROPOSAL, UNLESS WRITTEN ACCEPTANCE IS RECEIVED FROM BUYER WITHIN 15 DAYS OF THE BID PROPOSAL DATE SET FORTH ABOVE. TO ASSURE THAT THE SERVICES ARE SCHEDULED IN A TIMELY MANNER, PLEASE REMIT THIS SIGNED BID PROPOSAL AS SOON AS POSSIBLE.

Description of Work	Quantity	Units		Unit Price	Estimated Totals
<b>CRACKSEAL (CA):</b> Blow out joints between concrete and asphalt / Apply crackseal to all joints greater than 1/4" wide with hot pour crackfiller (Concrete Edges. Note: Expect the crackseal to impede on the concrete by up to 2". Also, this will not be a straight line.)	1	LS	@	\$ 1,503.00	\$ 1,503.00
<b>CRACKSEAL (AA):</b> Blow out cracks / Apply crackseal all major cracks greater than 1/4" wide with hot pour crackfiller (Excludes asphalt to concrete edges)	1	LS	@	\$ 4,483.00	\$ 4,483.00
<b>WIDE CRACKS (GAP):</b> Blow out cracks / Apply GAP Mastic crackseal to all cracks greater than 1.5" wide with hot pour crackfiller (Excludes asphalt to concrete edges)	1	LS	@	\$ 752.00	\$ 752.00
<b>STRIPING:</b> Layout / Restripe parking lot in WHITE and YELLOW paint to match existing layout (113 Stalls, 6 Hash, 4 ADA stencils, 17 Arrow stencils, 1 Crosswalk, 4 Stops stencils, 2 Stop Bars, 7 4-square courts, 3 Hopscotch, 1 Basketball court, 1136 linear feet of drive line, 24 linear feet of red curbing, 320 linear feet of yellow curbing)(2nd coat of paint can be requested after 30 days for same price if wanted)	1	LS	@	\$ 4,307.00	\$ 4,307.00
<b>TOTAL</b>					<b>\$ 11,045.00</b>

**NOTE: Price includes all discounts from 10% off flyer promotion. Pricing does not include subgrade repair unless specifically noted. Pricing is for work to be completed before October 15th without temperature restrictions (Paving starts at 7AM).**

In consideration for the Services, Buyer agrees to pay all amounts set forth above, subject to adjustment as described herein, plus any additional costs and charges that arise in the course of performing the Company's obligations hereunder; provided that the Company will use commercially reasonable efforts to give Buyer notice of such costs and charges (to the extent material) prior to the incurrence thereof.

In addition, Buyer agrees as follows: (a) to the extent any amount herein is specified as a per-unit or square foot price, Buyer acknowledges and agrees that such amount is an approximation only that that Buyer will be responsible to pay for the actual completed amount thereof (as determined by field measurement); (b) if subgrade/roadbase preparation work is done by third parties and actual depth of asphalt is greater than the depth specified above, Buyer will be billed for all overrun of roadbase/asphalt materials on a pro-rated basis in accordance with the Company's going rates; (c) the contract price is based on the estimated price of materials as of the date hereof; Buyer acknowledges and agrees that such amount is an estimate only that that Buyer will be responsible to pay for the actual cost of such materials; (d) the contract price assumes that all concrete is without rebar, and if any rebar is found, then the contract price will be increased accordingly; (e) the Services expressly exclude all dewatering and hard rock digging; provided that, if encountered, the Company may agree to perform such services on a time and materials basis; (f) no cost for bonds, permits, licenses, fees, engineering, survey, traffic control, saw cutting, sterilant, striping, asphalt removal with petromat fabric, ride spec grinding, or prime coat are included in this Bid Proposal unless specifically indicated; and (g) unless explicitly set forth above, the contract price set forth herein contemplates a single mobilization; Buyer will incur a \$1000 fee for each additional mobilization.

All invoiced amounts are due and payable, without retention or setoff, on the date of the applicable invoice (regardless of whether the Services have been completed). Payment shall be made at the Company's principal office in Mapleton, Utah in cash or check - CREDIT AND DEBIT CARDS ARE NOT ACCEPTED. Buyer is responsible for all sales, use and excise taxes, and any similar taxes, duties, and charges of any kind imposed by any governmental authority on amounts payable by Buyer hereunder. Any amounts that remain unpaid for more than fifteen (15) days shall be deemed past due and shall accrue interest at a rate of 1.5% per month (18% per annum) until paid in full. Buyer agrees to be fully responsible for all collection, attorneys' fees, lien fees, and court costs incurred by the Company in connection with the collection of any unpaid and past due amounts, including accrued interest, whether or not legal proceedings are instituted.

Respectfully submitted by \_\_\_\_\_ Authorized Representative  
Brandon Olsen, Estimator

**Acceptance of Bid Proposal**

The undersigned hereby (1) authorizes the Company and its representatives to perform the Services and acquire the materials described herein, (2) acknowledges and agrees that the undersigned has read, understood and agrees (on behalf of itself and Buyer) to be bound by the Terms and Conditions set forth below, and acknowledges that such Terms and Conditions are a part of this Bid Proposal and are incorporated herein, and (3) unconditionally and individually guarantees the performance of Buyer's obligations hereunder, including payment and performance of all amounts due to the Company in connection herewith, without regard to the financial status or solvency of Buyer. This signed Bid Proposal must be delivered to the Company at its principal office in Mapleton, Utah.

Buyer/Agent

Print Name

BRAD WILKINSON

Buyer/Agent

Signature

[Signature]

Date

3/6/2026

## Terms and Conditions

This Bid Proposal, which includes these Terms and Conditions, supersedes and replaces any and all prior or contemporaneous understandings, promises, negotiations, communications, representations, or warranties that may have been provided to Buyer, express or implied, written or oral; provided that the express terms set forth above shall prevail to the extent inconsistent with these Terms and Conditions. The Company's provision of the Services does not constitute acceptance of any of Buyer's terms and conditions set forth in a separate document and such terms and conditions do not serve to modify or amend the terms of this Bid Proposal.

**BUYER OBLIGATIONS.** Buyer will cooperate with the Company in all matters related to the Services and respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for the Company to provide the Services, and the Company shall have no liability with respect to any such direction, information, approvals, authorizations, or decisions made or provided by Buyer or its apparent representatives, regardless of any written or oral advice or representation made by the Company or its representatives with respect to the subject matter thereof. In addition to the foregoing, to the extent the Company's performance hereunder is prevented or delayed by any act or omission by Buyer or its representatives, the Company will not be liable for any costs, charges, or losses sustained or incurred by Buyer, directly or indirectly, in connection with such prevention or delay.

**PROJECT PLANS/SPECIFICATIONS.** To the extent the project for which the Services are rendered is described in any plans and/or specifications, Buyer represents and warrants that Buyer has provided all such plans and/or specifications to the Company. Buyer acknowledges that any change to such plans and/or specifications (or the provision of plans/specifications not otherwise contemplated hereby) may result in an adjustment to the contract price set forth herein and Buyer agrees to promptly execute all change orders prepared by the Company reflecting such changes and/or price adjustments as a condition of the Company's continued provision of the Services. Notwithstanding anything to the contrary, Buyer acknowledges and agrees that the Company is not an engineering firm and is not responsible for engineering-related liabilities and that Buyer is responsible to acquiring qualified third-party engineering services in connection with the Services.

**OPTION TO SUBCONTRACT.** Company may, without Buyer's consent, utilize agents or subcontractors in connection with the performance of the work.

**CHANGES.** Except as otherwise set forth herein, any modification to the Services as described herein that increase the contract price or other costs must be approved by the Company in writing (which approval will not be unreasonably withheld) and such increased price and/or costs shall be invoiced to Buyer. Any change that may result in the reduction of Services, and any corresponding reduction to the contract price, will be negotiated in good faith by the parties; provided that Buyer will be responsible to pay for all materials acquired by the Company in connection with the Services.

**DELAYS.** The Company shall not be responsible for any delays in the performance of the Services or damage to materials due to labor disputes, weather (additional charges will apply for cold weather paving after October 15th), shortages in material, equipment or labor, acts of God or any other cause beyond the Company's reasonable control. In the event of any such delay, and to the extent reasonably possible, the Company shall complete the Services at the next available opportunity. In the event the Company elects not to perform any further Services as a result of such delay, Buyer shall pay the Company for that portion of the Services rendered prior to the occurrence of such delay, and the Company shall otherwise be fully relieved of all of its duties and responsibilities hereunder without liability to Buyer. Without limiting the foregoing, (a) if the Company is unable to begin performance of the Services on the scheduled date due to the action or inaction of Buyer or its representatives, the entire contract amount set forth herein shall be immediately due and payable, and (b) delays otherwise caused by Buyer or its representatives, directly or indirectly, shall result in all amounts accrued hereunder as of the date thereof to be immediately due and payable.

**UTILITIES.** Buyer is solely responsible for locating, disconnecting, and capping off all utilities prior to the Company's provision of the Services. The Company is not responsible for damage to any utilities.

**PREMISES.** Buyer represents and warrants that Buyer either is the owner of the premises where the Services will be rendered or has written authorization from the owner thereof and authority approve this Bid Proposal. Buyer shall be responsible to direct the Company's representatives as to proper ingress and egress of such premises. To the extent that such direction is followed or no direction is given, the Company shall not be responsible for any damage to such premises or adjacent property, including damage to curbs, gutters and sidewalks. The Company will charge Buyer an additional \$75 per vehicle located on such premises that the Company is required to tow or relocate in order to perform the Services. **BUYER WILL BE SOLELY LIABLE FOR ANY DAMAGE TO SUCH VEHICLES OR SURROUNDING PROPERTY.**

**TIME OF PERFORMANCE.** Unless otherwise specified above, the Services shall be performed Monday through Friday, excluding holidays, during customary daytime hours.

**PERMITS.** The Company is not responsible to acquire any permits relating to the Services. Buyer is responsible for timely acquiring all such permits and all costs incurred by the Company in connection with Buyer's failure to properly obtain all such permits.

**LIMITED WARRANTY.** Limited warranty. Eckles Paving hereby warrants materials or workmanship for a period of one year, from the date of installation, subject to the warranty limitations and warranty conditions set out herein. Written notice of any defect in the materials and/or workmanship of the Company or nonconformity with the terms of this Bid Proposal must be given to the Company at its address set forth above not later than five (5) days after the completion of the Services. Failure to provide such written notice within such 5-day period shall constitute an unconditional waiver of any such defect or nonconformity. Buyer's sole remedy in connection with the foregoing limited warranty shall be limited to either the repair or replacement of the defect or nonconformity or, by agreement of the parties, a credit to Buyer's account with respect thereto; provided that (a) such limited warranty shall not apply if (i) the defect or nonconformity resulted, directly or indirectly, from the actions or inactions of Buyer or any third party, (ii) proper testing is not completed on subgrade/roadbase placed by a third party, (iii) asphalt paving is done before April 15 or after October 15 of each year (or asphalt maintenance is done before May 1 or after October 1), (iv) seal coat delamination results from previous underlayment or puddling, (v) related to drainage on any overlays or (vi) spalling is caused from salting concrete surface, (vii) new concrete is driven on in less than 7 days from placement; and (b) the Company shall be allotted a reasonable amount of time to evaluate and complete any such repair or replacement. The foregoing limited warranty shall also not apply to drainage if a minimum slope of 2% is not attainable based on existing site conditions. THE FOREGOING LIMITED WARRANTY REPRESENTS THE COMPLETE WARRANTY OFFERED BY THE COMPANY. EXCEPT AS SET FORTH ABOVE, THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS AND SERVICES OFFERED BY THE COMPANY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

**CONCRETE WARRANTY.** Limited warranty. Eckles Paving hereby warrants your concrete surface against any surface peeling or scaling that results from inferior materials or workmanship for a period of one year, from the date of installation, subject to the warranty limitations and warranty conditions set out herein. **Warranty Conditions.** The foregoing warranties are subject to the following conditions: 1. The concrete limited warranty excludes cracking. 2. This limited warranty does not cover any peeling or scaling that results from use of chemicals or deicers. 3. The concrete limited warranty excludes any variations of color in the finished surface. Extenders and additives that are incorporated into mixed concrete can cause some areas of the finished surface to be a darker shade than other areas. 4. The concrete limited warranty does not cover damage caused by impact or exposure or contact with any foreign substance or any other mistreatment of the surface. 5. The concrete limited warranty excludes cracking, raising, shifting or settling caused by sub surface ground conditions including underground root growth or any other subsurface issue. **Warranty Limitation.** The liability of Eckles Paving under this warranty will be limited to the repair or replacement of the defective area only. **PROPER CARE AND USE OF CONCRETE SURFACES:** It is important to care for the surface properly to ensure its longevity. The following should be observed: 1. Re-seal concrete every 2-3 years to prevent surface deterioration. Good quality sealer can be purchased at most home improvement supply stores. 2. Concrete should never be exposed to salt or other deicer chemicals. Use sand.

**LIMITATION OF LIABILITY.** WITHOUT LIMITING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL THE COMPANY BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS BID PROPOSAL, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE CONTRACT AMOUNT SET FORTH HEREIN.

**SITE CONDITIONS.** The Company assumes no risk, and shall not be liable for, undisclosed and unforeseen conditions on the premises where the Services are rendered, including hazardous waste, soft subgrade, and/or water table problems. In addition, the Company is not responsible in any way for any (a) subgrade/roadbase placed by Buyer or any third party or the effect that unsuitable subgrade/roadbase might have on newly placed asphalt, or (b) damage to existing sprinkler lines resulting from the Services (and, in any case, the Company will not be responsible for moving such sprinkler lines prior to or in connection with the Services unless otherwise agreed in writing).

**ADA COMPLIANCE.** The Company will not be responsible, and will not assume any liability, for compliance with the Americans with Disabilities Act, as amended, unless this Bid Proposal reflects, and Buyer provides, an engineered plan that provides for a compliant layout. Except as otherwise set forth above, striping and sloping will match existing striping and sloping.

**WATER.** Buyer is responsible to provide an adequate water source at the premises. If a sufficient water source is not provided, Buyer shall be responsible for the cost of a fire hydrant meter and water used in connection therewith.

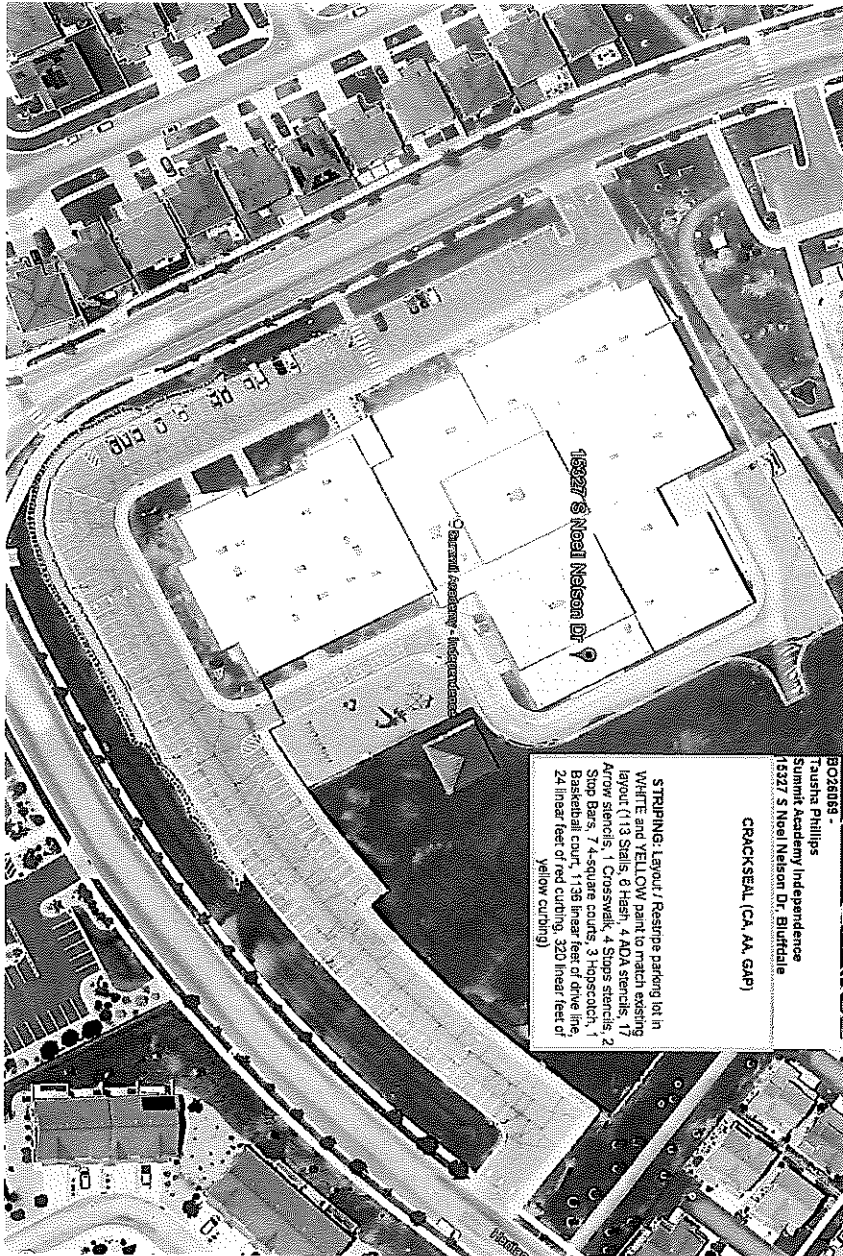
**NONSOLICITATION.** During the period commencing on the date hereof and ending one year following the completion of the Services, Buyer shall not, without the Company's prior written consent, directly or indirectly, (i) solicit or encourage any person to leave the employment or other service of the Company, or (ii) hire, on behalf of Buyer or any other person or entity, any person who has left the employment of the Company within the one year period following the completion of the Services. In the event of a breach of this provision, and recognizing that compensatory monetary damages resulting from such breach would be difficult to prove, Buyer will be liable to the Company for liquidated damages in an amount equal to such employee or service provider's compensation from the Company during the 12-month period ending on the termination of such employee's employment with or service provider's services to the Company.

**PUBLICITY.** The Company shall have the right to use Buyer's name and the Services in connection with any referral to potential customers or as examples of the Company's work product.

**NO MODIFICATION.** Except as explicitly set forth above, Buyer acknowledges and agree that (a) no agent, representative, employee or officer of the Company is authorized to waive or modify any of the terms of this Bid Proposal, and (b) no representation, promise, description of goods or services, or affirmation of fact made by an agent, representative, employee, or officer of the Company shall be effective to waive or modify any of the terms of this Bid Proposal.

**GENERAL PROVISIONS.** All matters arising out of or relating to this Bid Proposal and any goods or services relating hereto are governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any conflict of law provision. Any legal suit, action, or proceeding arising out of or relating to this proposal or the Services shall be instituted in the state or federal courts located in Utah County, Utah and each party irrevocably submits to the exclusive jurisdiction of such courts. If any term or provision of this Bid Proposal is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Bid Proposal. Any failure on the part of a party to exercise any right or to enforce any of the terms of this Bid Proposal shall not affect such party's rights nor act as a waiver with respect to other future occurrences. This Bid Proposal is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Bid Proposal. In any action or proceeding to enforce rights under this Bid Proposal, the prevailing party will be entitled to recover costs and attorneys' fees. Buyer hereby irrevocably waives the right to trial by jury in any claim arising out of or relating to this bid proposal.

# PROJECT PLAN





COMPLETELY FILL IN ALL BLANK AREAS OF THIS CONTRACT BEFORE RETURNING FOR ACCEPTANCE



Sumsion Construction L.C.  
DBA Eckles Paving  
P.O. Box 68  
Springville, Utah 84663  
**Brandon's Cell Phone 385-315-8685**  
Phone 801-225-3715

Buyer/ Rep. Tausha Phillips  
Billing Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number 801-572-9007  
E-MAIL tausha.phillips@summitacademyschools.org

Bid Proposal Date: 2/26/2026  
Project Address 1225 E 13200 S  
City, State, Zip Draper, UT  
Name Of Owner Summit Academy Draper  
Job # BO26066

**Bid Proposal**

Sumsion Construction L.C., a Utah limited liability company d/b/a Eckles Paving (the "Company"), will furnish the materials and services described herein (collectively, the "Services") to the person indicated above ("Buyer") at the job site designated above in a commercially reasonable manner, subject to the terms and conditions set forth below and under the heading "Terms and Conditions." The Company will use commercially reasonable efforts to meet reasonable performance dates specified herein, if any; provided that any such dates shall be estimates only and the Company shall have no liability for failing to meet any such dates.

THE COMPANY MAY WITHDRAW THIS BID PROPOSAL, UNLESS WRITTEN ACCEPTANCE IS RECEIVED FROM BUYER WITHIN 15 DAYS OF THE BID PROPOSAL DATE SET FORTH ABOVE. TO ASSURE THAT THE SERVICES ARE SCHEDULED IN A TIMELY MANNER, PLEASE REMIT THIS SIGNED BID PROPOSAL AS SOON AS POSSIBLE.

<u>Description of Work</u>	<u>Quantity</u>	<u>Units</u>		<u>Unit Price</u>	<u>Estimated Totals</u>
<b>CRACKSEAL (CA):</b> Blow out joints between concrete and asphalt / Apply crackseal to all joints greater than 1/4" wide with hot pour crackfiller (Concrete Edges. Note: Expect the crackseal to impede on the concrete by up to 2". Also, this will not be a straight line.)	1	LS	@	\$ 3,184.00	\$ 3,184.00
<b>CRACKSEAL (AA):</b> Blow out cracks / Apply crackseal all major cracks greater than 1/4" wide with hot pour crackfiller (Excludes asphalt to concrete edges)	1	LS	@	\$ 9,704.00	\$ 9,704.00
<b>WIDE CRACKS (GAP):</b> Blow out cracks / Apply GAP Mastic crackseal to all cracks greater than 1.5" wide with hot pour crackfiller (Excludes asphalt to concrete edges)	1	LS	@	\$ 1,032.00	\$ 1,032.00
<b>STRIPING:</b> Layout / Restripe parking lot in WHITE and YELLOW paint to match existing layout (190 Stalls, 14 Parallel stalls, 5 Hash, 4 ADA stencils, 20 Arrow stencils, 5 Crosswalks, 4 4-square courts, 3 Basketball courts, 1 Stop Bar, 1562 linear feet of drive line, 411 linear feet of red curbing, 1017 linear feet of yellow curbing)(2nd coat of paint can be requested after 30 days for same price if wanted)	1	LS	@	\$ 6,634.00	\$ 6,634.00
<b>TOTAL</b>				<b>\$</b>	<b>20,554.00</b>

**NOTE: Price includes all discounts from 10% off flyer promotion. Pricing does not include subgrade repair unless specifically noted. Pricing is for work to be completed before October 15th without temperature restrictions (Paving starts at 7AM).**

In consideration for the Services, Buyer agrees to pay all amounts set forth above, subject to adjustment as described herein, plus any additional costs and charges that arise in the course of performing the Company's obligations hereunder; provided that the Company will use commercially reasonable efforts to give Buyer notice of such costs and charges (to the extent material) prior to the incurrence thereof.

In addition, Buyer agrees as follows: (a) to the extent any amount herein is specified as a per-unit or square foot price, Buyer acknowledges and agrees that such amount is an approximation only that that Buyer will be responsible to pay for the actual completed amount thereof (as determined by field measurement); (b) if subgrade/roadbase preparation work is done by third parties and actual depth of asphalt is greater than the depth specified above, Buyer will be billed for all overrun of roadbase/asphalt materials on a pro-rated basis in accordance with the Company's going rates; (c) the contract price is based on the estimated price of materials as of the date hereof; Buyer acknowledges and agrees that such amount is an estimate only that that Buyer will be responsible to pay for the actual cost of such materials; (d) the contract price assumes that all concrete is without rebar, and if any rebar is found, then the contract price will be increased accordingly; (e) the Services expressly exclude all dewatering and hard rock digging; provided that, if encountered, the Company may agree to perform such services on a time and materials basis; (f) no cost for bonds, permits, licenses, fees, engineering, survey, traffic control, saw cutting, sterilant, striping, asphalt removal with petromat fabric, ride spec grinding, or prime coat are included in this Bid Proposal unless specifically indicated; and (g) unless explicitly set forth above, the contract price set forth herein contemplates a single mobilization; Buyer will incur a \$1000 fee for each additional mobilization.

All invoiced amounts are due and payable, without retention or setoff, on the date of the applicable invoice (regardless of whether the Services have been completed). Payment shall be made at the Company's principal office in Mapleton, Utah in cash or check – CREDIT AND DEBIT CARDS ARE NOT ACCEPTED. Buyer is responsible for all sales, use and excise taxes, and any similar taxes, duties, and charges of any kind imposed by any governmental authority on amounts payable by Buyer hereunder. Any amounts that remain unpaid for more than fifteen (15) days shall be deemed past due and shall accrue interest at a rate of 1.5% per month (18% per annum) until paid in full. Buyer agrees to be fully responsible for all collection, attorneys' fees, lien fees, and court costs incurred by the Company in connection with the collection of any unpaid and past due amounts, including accrued interest, whether or not legal proceedings are instituted.

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Respectfully submitted by \_\_\_\_\_ Authorized Representative  
Brandon Olsen, Estimator

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**Acceptance of Bid Proposal**

The undersigned hereby (1) authorizes the Company and its representatives to perform the Services and acquire the materials described herein, (2) acknowledges and agrees that the undersigned has read, understood and agrees (on behalf of itself and Buyer) to be bound by the Terms and Conditions set forth below, and acknowledges that such Terms and Conditions are a part of this Bid Proposal and are incorporated herein, and (3) unconditionally and individually guarantees the performance of Buyer's obligations hereunder, including payment and performance of all amounts due to the Company in connection herewith, without regard to the financial status or solvency of Buyer. This signed Bid Proposal must be delivered to the Company at its principal office in Mapleton, Utah.

Buyer/Agent  
Print Name BRAD WILKINSON

Buyer/Agent  
Signature   
Date 3/6/2026

## Terms and Conditions

This Bid Proposal, which includes these Terms and Conditions, supersedes and replaces any and all prior or contemporaneous understandings, promises, negotiations, communications, representations, or warranties that may have been provided to Buyer, express or implied, written or oral; provided that the express terms set forth above shall prevail to the extent inconsistent with these Terms and Conditions. The Company's provision of the Services does not constitute acceptance of any of Buyer's terms and conditions set forth in a separate document and such terms and conditions do not serve to modify or amend the terms of this Bid Proposal.

**BUYER OBLIGATIONS.** Buyer will cooperate with the Company in all matters related to the Services and respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for the Company to provide the Services, and the Company shall have no liability with respect to any such direction, information, approvals, authorizations, or decisions made or provided by Buyer or its apparent representatives, regardless of any written or oral advice or representation made by the Company or its representatives with respect to the subject matter thereof. In addition to the foregoing, to the extent the Company's performance hereunder is prevented or delayed by any act or omission by Buyer or its representatives, the Company will not be liable for any costs, charges, or losses sustained or incurred by Buyer, directly or indirectly, in connection with such prevention or delay.

**PROJECT PLANS/SPECIFICATIONS.** To the extent the project for which the Services are rendered is described in any plans and/or specifications, Buyer represents and warrants that Buyer has provided all such plans and/or specifications to the Company. Buyer acknowledges that any change to such plans and/or specifications (or the provision of plans/specifications not otherwise contemplated hereby) may result in an adjustment to the contract price set forth herein and Buyer agrees to promptly execute all change orders prepared by the Company reflecting such changes and/or price adjustments as a condition of the Company's continued provision of the Services. Notwithstanding anything to the contrary, Buyer acknowledges and agrees that the Company is not an engineering firm and is not responsible for engineering-related liabilities and that Buyer is responsible to acquiring qualified third-party engineering services in connection with the Services.

**OPTION TO SUBCONTRACT.** Company may, without Buyer's consent, utilize agents or subcontractors in connection with the performance of the work.

**CHANGES.** Except as otherwise set forth herein, any modification to the Services as described herein that increase the contract price or other costs must be approved by the Company in writing (which approval will not be unreasonably withheld) and such increased price and/or costs shall be invoiced to Buyer. Any change that may result in the reduction of Services, and any corresponding reduction to the contract price, will be negotiated in good faith by the parties; provided that Buyer will be responsible to pay for all materials acquired by the Company in connection with the Services.

**DELAYS.** The Company shall not be responsible for any delays in the performance of the Services or damage to materials due to labor disputes, weather (additional charges will apply for cold weather paving after October 15th), shortages in material, equipment or labor, acts of God or any other cause beyond the Company's reasonable control. In the event of any such delay, and to the extent reasonably possible, the Company shall complete the Services at the next available opportunity. In the event the Company elects not to perform any further Services as a result of such delay, Buyer shall pay the Company for that portion of the Services rendered prior to the occurrence of such delay, and the Company shall otherwise be fully relieved of all of its duties and responsibilities hereunder without liability to Buyer. Without limiting the foregoing, (a) if the Company is unable to begin performance of the Services on the scheduled date due to the action or inaction of Buyer or its representatives, the entire contract amount set forth herein shall be immediately due and payable, and (b) delays otherwise caused by Buyer or its representatives, directly or indirectly, shall result in all amounts accrued hereunder as of the date thereof to be immediately due and payable.

**UTILITIES.** Buyer is solely responsible for locating, disconnecting, and capping off all utilities prior to the Company's provision of the Services. The Company is not responsible for damage to any utilities.

**PREMISES.** Buyer represents and warrants that Buyer either is the owner of the premises where the Services will be rendered or has written authorization from the owner thereof and authority approve this Bid Proposal. Buyer shall be responsible to direct the Company's representatives as to proper ingress and egress of such premises. To the extent that such direction is followed or no direction is given, the Company shall not be responsible for any damage to such premises or adjacent property, including damage to curbs, gutters and sidewalks. The Company will charge Buyer an additional \$75 per vehicle located on such premises that the Company is required to tow or relocate in order to perform the Services. BUYER WILL BE SOLELY LIABLE FOR ANY DAMAGE TO SUCH VEHICLES OR SURROUNDING PROPERTY.

**TIME OF PERFORMANCE.** Unless otherwise specified above, the Services shall be performed Monday through Friday, excluding holidays, during customary daytime hours.

**PERMITS.** The Company is not responsible to acquire any permits relating to the Services. Buyer is responsible for timely acquiring all such permits and all costs incurred by the Company in connection with Buyer's failure to properly obtain all such permits.

**LIMITED WARRANTY.** Limited warranty. Eckles Paving hereby warrants materials or workmanship for a period of one year, from the date of installation, subject to the warranty limitations and warranty conditions set out herein. Written notice of any defect in the materials and/or workmanship of the Company or nonconformity with the terms of this Bid Proposal must be given to the Company at its address set forth above not later than five (5) days after the completion of the Services. Failure to provide such written notice within such 5-day period shall constitute an unconditional waiver of any such defect or nonconformity. Buyer's sole remedy in connection with the foregoing limited warranty shall be limited to either the repair or replacement of the defect or nonconformity or, by agreement of the parties, a credit to Buyer's account with respect thereto; provided that (a) such limited warranty shall not apply if (i) the defect or nonconformity resulted, directly or indirectly, from the actions or inactions of Buyer or any third party, (ii) proper testing is not completed on subgrade/roadbase placed by a third party, (iii) asphalt placing is done before April 15 or after October 15 of each year (or asphalt maintenance is done before May 1 or after October 1), (iv) seal coat delamination results from previous underlayment or puddling, (v) related to drainage on any overlays or (vi) spalling is caused from salting concrete surface, (vii) new concrete is driven on in less than 7 days from placement; and (b) the Company shall be allotted a reasonable amount of time to evaluate and complete any such repair or replacement. The foregoing limited warranty shall also not apply to drainage if a minimum slope of 2% is not attainable based on existing site conditions. THE FOREGOING LIMITED WARRANTY REPRESENTS THE COMPLETE WARRANTY OFFERED BY THE COMPANY. EXCEPT AS SET FORTH ABOVE, THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS AND SERVICES OFFERED BY THE COMPANY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

**CONCRETE WARRANTY.** Limited warranty. Eckles Paving hereby warrants your concrete surface against any surface peeling or scaling that results from inferior materials or workmanship for a period of one year, from the date of installation, subject to the warranty limitations and warranty conditions set out herein. **Warranty Conditions.** The foregoing warranties are subject to the following conditions: 1. The concrete limited warranty excludes cracking. 2. This limited warranty does not cover any peeling or scaling that results from use of chemicals or deicers. 3. The concrete limited warranty excludes any variations of color in the finished surface. Extenders and additives that are incorporated into mixed concrete can cause some areas of the finished surface to be a darker shade than other areas. 4. The concrete limited warranty does not cover damage caused by impact or exposure or contact with any foreign substance or any other mistreatment of the surface. 5. The concrete limited warranty excludes cracking, raising, shifting or settling caused by sub surface ground conditions including underground root growth or any other subsurface issue. **Warranty Limitation.** The liability of Eckles Paving under this warranty will be limited to the repair or replacement of the defective area only. **PROPER CARE AND USE OF CONCRETE SURFACES:** It is important to care for the surface properly to ensure its longevity. The following should be observed: 1. Re-seal concrete every 2-3 years to prevent surface deterioration. Good quality sealer can be purchased at most home improvement supply stores. 2. Concrete should never be exposed to salt or other deicer chemicals. Use sand.

**LIMITATION OF LIABILITY.** WITHOUT LIMITING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL THE COMPANY BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS BID PROPOSAL, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE CONTRACT AMOUNT SET FORTH HEREIN.

**SITE CONDITIONS.** The Company assumes no risk, and shall not be liable for, undisclosed and unforeseen conditions on the premises where the Services are rendered, including hazardous waste, soft subgrade, and/or water table problems. In addition, the Company is not responsible in any way for any (a) subgrade/roadbase placed by Buyer or any third party or the effect that unsuitable subgrade/roadbase might have on newly placed asphalt, or (b) damage to existing sprinkler lines resulting from the Services (and, in any case, the Company will not be responsible for moving such sprinkler lines prior to or in connection with the Services unless otherwise agreed in writing).

**ADA COMPLIANCE.** The Company will not be responsible, and will not assume any liability, for compliance with the Americans with Disabilities Act, as amended, unless this Bid Proposal reflects, and Buyer provides, an engineered plan that provides for a compliant layout. Except as otherwise set forth above, striping and sloping will match existing striping and sloping.

**WATER.** Buyer is responsible to provide an adequate water source at the premises. If a sufficient water source is not provided, Buyer shall be responsible for the cost of a fire hydrant meter and water used in connection therewith.

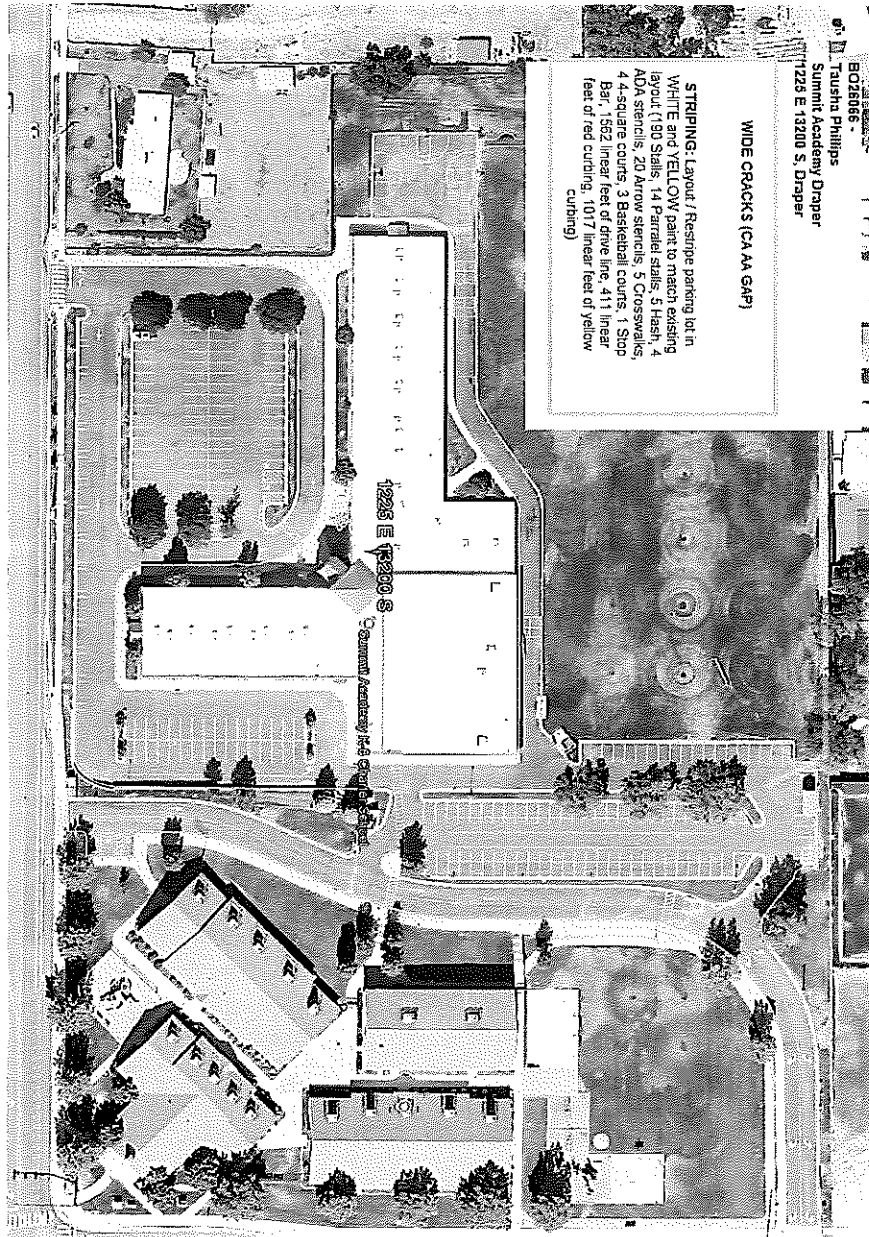
**NONSOLICITATION.** During the period commencing on the date hereof and ending one year following the completion of the Services, Buyer shall not, without the Company's prior written consent, directly or indirectly, (i) solicit or encourage any person to leave the employment or other service of the Company, or (ii) hire, on behalf of Buyer or any other person or entity, any person who has left the employment of the Company within the one year period following the completion of the Services. In the event of a breach of this provision, and recognizing that compensatory monetary damages resulting from such breach would be difficult to prove, Buyer will be liable to the Company for liquidated damages in an amount equal to such employee or service provider's compensation from the Company during the 12-month period ending on the termination of such employee's employment with or service provider's services to the Company.

**PUBLICITY.** The Company shall have the right to use Buyer's name and the Services in connection with any referral to potential customers or as examples of the Company's work product.

**NO MODIFICATION.** Except as explicitly set forth above, Buyer acknowledges and agree that (a) no agent, representative, employee or officer of the Company is authorized to waive or modify any of the terms of this Bid Proposal, and (b) no representation, promise, description of goods or services, or affirmation of fact made by an agent, representative, employee, or officer of the Company shall be effective to waive or modify any of the terms of this Bid Proposal.

**GENERAL PROVISIONS.** All matters arising out of or relating to this Bid Proposal and any goods or services relating hereto are governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any conflict of law provision. Any legal suit, action, or proceeding arising out of or relating to this proposal or the Services shall be instituted in the state or federal courts located in Utah County, Utah and each party irrevocably submits to the exclusive jurisdiction of such courts. If any term or provision of this Bid Proposal is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Bid Proposal. Any failure on the part of a party to exercise any right or to enforce any of the terms of this Bid Proposal shall not affect such party's rights nor act as a waiver with respect to other future occurrences. This Bid Proposal is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Bid Proposal. In any action or proceeding to enforce rights under this Bid Proposal, the prevailing party will be entitled to recover costs and attorneys' fees. Buyer hereby irrevocably waives the right to trial by jury in any claim arising out of or relating to this bid proposal.

# PROJECT PLAN



BOZ806 -  
Tausha Phillips  
Summit Academy Draper  
1225 E 13200 S, Draper

### WIDE CRACKS (CAA GAP)

STRIPING: Layout / Reshape parking lot in WHITE and YELLOW paint to match existing layout (190 Stalls, 14 Parallel stalls, 5 Hash, 4 ADA stalls, 20 Arrow stalls, 5 Crosswalks, 4 square courts, 3 Basketball courts, 1 Stop Bar, 1562 linear feet of drive line, 411 linear feet of red curbing, 1017 linear feet of yellow curbing)



COMPLETELY FILL IN ALL BLANK AREAS OF THIS CONTRACT BEFORE RETURNING FOR ACCEPTANCE



Sumsion Construction L.C.  
DBA Eckles Paving  
P.O. Box 68  
Springville, Utah 84663  
**Brandon's Cell Phone 385-315-8685**  
Phone 801-225-3715

Buyer/ Rep. Tausha Phillips  
Billing Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number 801-572-9007  
E-MAIL tausha.phillips@summitacademysci

Bid Proposal Date: 2/26/2026  
Project Address 1940 W 14400 S  
City, State, Zip Bluffdale, UT  
Name Of Owner Summit Academy Bluffdale  
Job # BO26068

**Bid Proposal**

Sumsion Construction L.C., a Utah limited liability company *d/b/a* Eckles Paving (the "**Company**"), will furnish the materials and services described herein (collectively, the "**Services**") to the person indicated above ("**Buyer**") at the job site designated above in a commercially reasonable manner, subject to the terms and conditions set forth below and under the heading "**Terms and Conditions**." The Company will use commercially reasonable efforts to meet reasonable performance dates specified herein, if any; provided that any such dates shall be estimates only and the Company shall have no liability for failing to meet any such dates.

THE COMPANY MAY WITHDRAW THIS BID PROPOSAL, UNLESS WRITTEN ACCEPTANCE IS RECEIVED FROM BUYER WITHIN 15 DAYS OF THE BID PROPOSAL DATE SET FORTH ABOVE. TO ASSURE THAT THE SERVICES ARE SCHEDULED IN A TIMELY MANNER, PLEASE REMIT THIS SIGNED BID PROPOSAL AS SOON AS POSSIBLE.

<u>Description of Work</u>	<u>Quantity</u>	<u>Units</u>		<u>Unit Price</u>		<u>Estimated Totals</u>
<b>CRACKSEAL (CA):</b> Blow out joints between concrete and asphalt / Apply crackseal to all joints greater than 1/4" wide with hot pour crackfiller (Concrete Edges. Note: Expect the crackseal to impede on the concrete by up to 2". Also, this will not be a straight line.)	1	LS	@	\$ 2,153.00	\$	2,153.00
<b>CRACKSEAL (AA):</b> Blow out cracks / Apply crackseal all major cracks greater than 1/4" wide with hot pour crackfiller (Excludes asphalt to concrete edges)	1	LS	@	\$ 5,603.00	\$	5,603.00
<b>WIDE CRACKS (GAP):</b> Blow out cracks / Apply GAP Mastic crackseal to all cracks greater than 1.5" wide with hot pour crackfiller (Excludes asphalt to concrete edges)	1	LS	@	\$ 1,032.00	\$	1,032.00
<b>TOTAL</b>					\$	<b>8,788.00</b>

**NOTE: Price includes all discounts from 10% off flyer promotion. Pricing does not include subgrade repair unless specifically noted. Pricing is for work to be completed before October 15th without temperature restrictions (Paving starts at 7AM).**

In consideration for the Services, Buyer agrees to pay all amounts set forth above, subject to adjustment as described herein, plus any additional costs and charges that arise in the course of performing the Company's obligations hereunder; provided that the Company will use commercially reasonable efforts to give Buyer notice of such costs and charges (to the extent material) prior to the incurrence thereof.

In addition, Buyer agrees as follows: (a) to the extent any amount herein is specified as a per-unit or square foot price, Buyer acknowledges and agrees that such amount is an approximation only that that Buyer will be responsible to pay for the actual completed amount thereof (as determined by field measurement); (b) if subgrade/roadbase preparation work is done by third parties and actual depth of asphalt is greater than the depth specified above, Buyer will be billed for all overrun of roadbase/asphalt materials on a pro-rated basis in accordance with the Company's going rates; (c) the contract price is based on the estimated price of materials as of the date hereof; Buyer acknowledges and agrees that such amount is an estimate only that that Buyer will be responsible to pay for the actual cost of such materials; (d) the contract price assumes that all concrete is without rebar, and if any rebar is found, then the contract price will be increased accordingly; (e) the Services expressly exclude all dewatering and hard rock digging; provided that, if encountered, the Company may agree to perform such services on a time and materials basis; (f) no cost for bonds, permits, licenses, fees, engineering, survey, traffic control, saw cutting, sterilant, striping, asphalt removal with petromat fabric, ride spec grinding, or prime coat are included in this Bid Proposal unless specifically indicated; and (g) unless explicitly set forth above, the contract price set forth herein contemplates a single mobilization; Buyer will incur a \$1000 fee for each additional mobilization.

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Respectfully submitted by \_\_\_\_\_ Authorized Representative

Brandon Oisen, Estimator

**Acceptance of Bid Proposal**

The undersigned hereby (1) authorizes the Company and its representatives to perform the Services and acquire the materials described herein, (2) acknowledges and agrees that the undersigned has read, understood and agrees (on behalf of itself and Buyer) to be bound by the Terms and Conditions set forth below, and acknowledges that such Terms and Conditions are a part of this Bid Proposal and are incorporated herein, and (3) unconditionally and individually guarantees the performance of Buyer's obligations hereunder, including payment and performance of all amounts due to the Company in connection herewith, without regard to the financial status or solvency of Buyer. This signed Bid Proposal must be delivered to the Company at its principal office in Mapleton, Utah.

Buyer/Agent

Print Name

BRAD WILKINSON

Buyer/Agent

Signature

[Signature]

Date

3/6/2026

## Terms and Conditions

This Bid Proposal, which includes these Terms and Conditions, supersedes and replaces any and all prior or contemporaneous understandings, promises, negotiations, communications, representations, or warranties that may have been provided to Buyer, express or implied, written or oral; provided that the express terms set forth above shall prevail to the extent inconsistent with these Terms and Conditions. The Company's provision of the Services does not constitute acceptance of any of Buyer's terms and conditions set forth in a separate document and such terms and conditions do not serve to modify or amend the terms of this Bid Proposal.

**BUYER OBLIGATIONS.** Buyer will cooperate with the Company in all matters related to the Services and respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for the Company to provide the Services, and the Company shall have no liability with respect to any such direction, information, approvals, authorizations, or decisions made or provided by Buyer or its apparent representatives, regardless of any written or oral advice or representation made by the Company or its representatives with respect to the subject matter thereof. In addition to the foregoing, to the extent the Company's performance hereunder is prevented or delayed by any act or omission by Buyer or its representatives, the Company will not be liable for any costs, charges, or losses sustained or incurred by Buyer, directly or indirectly, in connection with such prevention or delay.

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**LIMITED WARRANTY.** Limited warranty. Eckles Paving hereby warrants materials or workmanship for a period of one year, from the date of installation, subject to the warranty limitations and warranty conditions set out herein. Written notice of any defect in the materials and/or workmanship of the Company or nonconformity with the terms of this Bid Proposal must be given to the Company at its address set forth above not later than five (5) days after the completion of the Services. Failure to provide such written notice within such 5-day period shall constitute an unconditional waiver of any such defect or nonconformity. Buyer's sole remedy in connection with the foregoing limited warranty shall be limited to either the repair or replacement of the defect or nonconformity or, by agreement of the parties, a credit to Buyer's account with respect thereto; provided that (a) such limited warranty shall not apply if (i) the defect or nonconformity resulted, directly or indirectly, from the actions or inactions of Buyer or any third party, (ii) proper testing is not completed on subgrade/roadbase placed by a third party, (iii) asphalt placing is done before April 15 or after October 15 of each year (or asphalt maintenance is done before May 1 or after October 1), (iv) seal coat delamination results from previous underlayment or puddling, (v) related to drainage on any overlays or (vi) spalling is caused from salting concrete surface, (vii) new concrete is driven on in less than 7 days from placement; and (b) the Company shall be allotted a reasonable amount of time to evaluate and complete any such repair or replacement. The foregoing limited warranty shall also not apply to drainage if a minimum slope of 2% is not attainable based on existing site conditions. THE FOREGOING LIMITED WARRANTY REPRESENTS THE COMPLETE WARRANTY OFFERED BY THE COMPANY. EXCEPT AS SET FORTH ABOVE, THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS AND SERVICES OFFERED BY THE COMPANY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

**CONCRETE WARRANTY.** Limited warranty. Eckles Paving hereby warrants your concrete surface against any surface peeling or scaling that results from inferior materials or workmanship for a period of one year, from the date of installation, subject to the warranty limitations and warranty conditions set out herein. **Warranty Conditions.** The foregoing warranties are subject to the following conditions: 1. The concrete limited warranty excludes cracking. 2. This limited warranty does not cover any peeling or scaling that results from use of chemicals or deicers. 3. The concrete limited warranty excludes any variations of color in the finished surface. Extenders and additives that are incorporated into mixed concrete can cause some areas of the finished surface to be a darker shade than other areas. 4. The concrete limited warranty does not cover damage caused by impact or exposure or contact with any foreign substance or any other mistreatment of the surface. 5. The concrete limited warranty excludes cracking, raising, shifting or settling caused by sub surface ground conditions including underground root growth or any other subsurface issue. **Warranty Limitation.** The liability of Eckles Paving under this warranty will be limited to the repair or replacement of the defective area only. **PROPER CARE AND USE OF CONCRETE SURFACES:** It is important to care for the surface properly to ensure its longevity. The following should be observed: 1. Re-seal concrete every 2-3 years to prevent surface deterioration. Good quality sealer can be purchased at most home improvement supply stores. 2. Concrete should never be exposed to salt or other deicer chemicals. Use sand.

**LIMITATION OF LIABILITY.** WITHOUT LIMITING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL THE COMPANY BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS BID PROPOSAL, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE CONTRACT AMOUNT SET FORTH HEREIN.

**SITE CONDITIONS.** The Company assumes no risk, and shall not be liable for, undisclosed and unforeseen conditions on the premises where the Services are rendered, including hazardous waste, soft subgrade, and/or water table problems. In addition, the Company is not responsible in any way for any (a) subgrade/roadbase placed by Buyer or any third party or the effect that unsuitable subgrade/roadbase might have on newly placed asphalt, or (b) damage to existing sprinkler lines resulting from the Services (and, in any case, the Company will not be responsible for moving such sprinkler lines prior to or in connection with the Services unless otherwise agreed in writing).

**ADA COMPLIANCE.** The Company will not be responsible, and will not assume any liability, for compliance with the Americans with Disabilities Act, as amended, unless this Bid Proposal reflects, and Buyer provides, an engineered plan that provides for a compliant layout. Except as otherwise set forth above, striping and sloping will match existing striping and sloping.

**WATER.** Buyer is responsible to provide an adequate water source at the premises. If a sufficient water source is not provided, Buyer shall be responsible for the cost of a fire hydrant meter and water used in connection therewith.

**NONSOLICITATION.** During the period commencing on the date hereof and ending one year following the completion of the Services, Buyer shall not, without the Company's prior written consent, directly or indirectly, (i) solicit or encourage any person to leave the employment or other service of the Company, or (ii) hire, on behalf of Buyer or any other person or entity, any person who has left the employment of the Company within the one year period following the completion of the Services. In the event of a breach of this provision, and recognizing that compensatory monetary damages resulting from such breach would be difficult to prove, Buyer will be liable to the Company for liquidated damages in an amount equal to such employee or service provider's compensation from the Company during the 12-month period ending on the termination of such employee's employment with or service provider's services to the Company.

**PUBLICITY.** The Company shall have the right to use Buyer's name and the Services in connection with any referral to potential customers or as examples of the Company's work product.

**NO MODIFICATION.** Except as explicitly set forth above, Buyer acknowledges and agree that (a) no agent, representative, employee or officer of the Company is authorized to waive or modify any of the terms of this Bid Proposal, and (b) no representation, promise, description of goods or services, or affirmation of fact made by an agent, representative, employee, or officer of the Company shall be effective to waive or modify any of the terms of this Bid Proposal.

**GENERAL PROVISIONS.** All matters arising out of or relating to this Bid Proposal and any goods or services relating hereto are governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any conflict of law provision. Any legal suit, action, or proceeding arising out of or relating to this proposal or the Services shall be instituted in the state or federal courts located in Utah County, Utah and each party irrevocably submits to the exclusive jurisdiction of such courts. If any term or provision of this Bid Proposal is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Bid Proposal. Any failure on the part of a party to exercise any right or to enforce any of the terms of this Bid Proposal shall not affect such party's rights nor act as a waiver with respect to other future occurrences. This Bid Proposal is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Bid Proposal. In any action or proceeding to enforce rights under this Bid Proposal, the prevailing party will be entitled to recover costs and attorneys' fees. Buyer hereby irrevocably waives the right to trial by jury in any claim arising out of or relating to this bid proposal.

# PROJECT PLAN





COMPLETELY FILL IN ALL BLANK AREAS OF THIS CONTRACT BEFORE RETURNING FOR ACCEPTANCE



Sumsion Construction L.C.  
DBA Eckles Paving  
P.O. Box 68  
Springville, Utah 84663  
**Brandon's Cell Phone 385-315-8685**  
Phone 801-225-3715

Buyer/ Rep. Tausha Phillips  
Billing Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number 801-572-9007  
E-MAIL [tausha.phillips@summitacademyschool.org](mailto:tausha.phillips@summitacademyschool.org)

Bid Proposal Date: 2/26/2026  
Project Address 14942 S 560 W  
City, State, Zip Bluffdale, UT  
Name Of Owner Summit Academy High School  
Job # BO26067

**Bid Proposal**

Sumsion Construction L.C., a Utah limited liability company d/b/a Eckles Paving (the "Company"), will furnish the materials and services described herein (collectively, the "Services") to the person indicated above ("Buyer") at the job site designated above in a commercially reasonable manner, subject to the terms and conditions set forth below and under the heading "Terms and Conditions." The Company will use commercially reasonable efforts to meet reasonable performance dates specified herein, if any; provided that any such dates shall be estimates only and the Company shall have no liability for failing to meet any such dates.

THE COMPANY MAY WITHDRAW THIS BID PROPOSAL, UNLESS WRITTEN ACCEPTANCE IS RECEIVED FROM BUYER WITHIN 15 DAYS OF THE BID PROPOSAL DATE SET FORTH ABOVE. TO ASSURE THAT THE SERVICES ARE SCHEDULED IN A TIMELY MANNER, PLEASE REMIT THIS SIGNED BID PROPOSAL AS SOON AS POSSIBLE.

<u>Description of Work</u>	<u>Quantity</u>	<u>Units</u>		<u>Unit Price</u>		<u>Estimated Totals</u>
<b>CRACKSEAL (CA):</b> Blow out joints between concrete and asphalt / Apply crackseal to all joints greater than 1/4" wide with hot pour crackfiller (Concrete Edges. Note: Expect the crackseal to impede on the concrete by up to 2". Also, this will not be a straight line.)	1	LS	@	\$ 2,224.00	\$	2,224.00
<b>CRACKSEAL (AA):</b> Blow out cracks / Apply crackseal all major cracks greater than 1/4" wide with hot pour crackfiller (Excludes asphalt to concrete edges)	1	LS	@	\$ 11,767.00	\$	11,767.00
<b>WIDE CRACKS (GAP):</b> Blow out cracks / Apply GAP Mastic crackseal to all cracks greater than 1.5" wide with hot pour crackfiller (Excludes asphalt to concrete edges)	1	LS	@	\$ 2,242.00	\$	2,242.00
<b>TOTAL</b>					\$	<b>16,233.00</b>

**NOTE: Price includes all discounts from 10% off flyer promotion. Pricing does not include subgrade repair unless specifically noted. Pricing is for work to be completed before October 15th without temperature restrictions (Paving starts at 7AM).**

In consideration for the Services, Buyer agrees to pay all amounts set forth above, subject to adjustment as described herein, plus any additional costs and charges that arise in the course of performing the Company's obligations hereunder; provided that the Company will use commercially reasonable efforts to give Buyer notice of such costs and charges (to the extent material) prior to the incurrence thereof.

In addition, Buyer agrees as follows: (a) to the extent any amount herein is specified as a per-unit or square foot price, Buyer acknowledges and agrees that such amount is an approximation only that that Buyer will be responsible to pay for the actual completed amount thereof (as determined by field measurement); (b) if subgrade/roadbase preparation work is done by third parties and actual depth of asphalt is greater than the depth specified above, Buyer will be billed for all overrun of roadbase/asphalt materials on a pro-rated basis in accordance with the Company's going rates; (c) the contract price is based on the estimated price of materials as of the date hereof; Buyer acknowledges and agrees that such amount is an estimate only that that Buyer will be responsible to pay for the actual cost of such materials; (d) the contract price assumes that all concrete is without rebar, and if any rebar is found, then the contract price will be increased accordingly; (e) the Services expressly exclude all dewatering and hard rock digging; provided that, if encountered, the Company may agree to perform such services on a time and materials basis; (f) no cost for bonds, permits, licenses, fees, engineering, survey, traffic control, saw cutting, sterilant, striping, asphalt removal with petromat fabric, ride spec grinding, or prime coat are included in this Bid Proposal unless specifically indicated; and (g) unless explicitly set forth above, the contract price set forth herein contemplates a single mobilization; Buyer will incur a \$1000 fee for each additional mobilization.

All invoiced amounts are due and payable, without retention or setoff, on the date of the applicable invoice (regardless of whether the Services have been completed). Payment shall be made at the Company's principal office in Mapleton, Utah in cash or check -- CREDIT AND DEBIT CARDS ARE NOT ACCEPTED. Buyer is responsible for all sales, use and excise taxes, and any similar taxes, duties, and charges of any kind imposed by any governmental authority on amounts payable by Buyer hereunder. Any amounts that remain unpaid for more than fifteen (15) days shall be deemed past due and shall accrue interest at a rate of 1.5% per month (18% per annum) until paid in full. Buyer agrees to be fully responsible for all collection, attorneys' fees, lien fees, and court costs incurred by the Company in connection with the collection of any unpaid and past due amounts, including accrued interest, whether or not legal proceedings are instituted.

Respectfully submitted by \_\_\_\_\_ Authorized Representative

Brandon Olsen, Estimator

**Acceptance of Bid Proposal**

The undersigned hereby (1) authorizes the Company and its representatives to perform the Services and acquire the materials described herein, (2) acknowledges and agrees that the undersigned has read, understood and agrees (on behalf of itself and Buyer) to be bound by the Terms and Conditions set forth below, and acknowledges that such Terms and Conditions are a part of this Bid Proposal and are incorporated herein, and (3) unconditionally and individually guarantees the performance of Buyer's obligations hereunder, including payment and performance of all amounts due to the Company in connection herewith, without regard to the financial status or solvency of Buyer. This signed Bid Proposal must be delivered to the Company at its principal office in Mapleton, Utah.

Buyer/Agent

Print Name

BRAD WILKINSON

Buyer/Agent

Signature



Date

3/16/2026

## Terms and Conditions

This Bid Proposal, which includes these Terms and Conditions, supersedes and replaces any and all prior or contemporaneous understandings, promises, negotiations, communications, representations, or warranties that may have been provided to Buyer, express or implied, written or oral; provided that the express terms set forth above shall prevail to the extent inconsistent with these Terms and Conditions. The Company's provision of the Services does not constitute acceptance of any of Buyer's terms and conditions set forth in a separate document and such terms and conditions do not serve to modify or amend the terms of this Bid Proposal.

**BUYER OBLIGATIONS.** Buyer will cooperate with the Company in all matters related to the Services and respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for the Company to provide the Services, and the Company shall have no liability with respect to any such direction, information, approvals, authorizations, or decisions made or provided by Buyer or its apparent representatives, regardless of any written or oral advice or representation made by the Company or its representatives with respect to the subject matter thereof. In addition to the foregoing, to the extent the Company's performance hereunder is prevented or delayed by any act or omission by Buyer or its representatives, the Company will not be liable for any costs, charges, or losses sustained or incurred by Buyer, directly or indirectly, in connection with such prevention or delay.

**PROJECT PLANS/SPECIFICATIONS.** To the extent the project for which the Services are rendered is described in any plans and/or specifications, Buyer represents and warrants that Buyer has provided all such plans and/or specifications to the Company. Buyer acknowledges that any change to such plans and/or specifications (or the provision of plans/specifications not otherwise contemplated hereby) may result in an adjustment to the contract price set forth herein and Buyer agrees to promptly execute all change orders prepared by the Company reflecting such changes and/or price adjustments as a condition of the Company's continued provision of the Services. Notwithstanding anything to the contrary, Buyer acknowledges and agrees that the Company is not an engineering firm and is not responsible for engineering-related liabilities and that Buyer is responsible to acquiring qualified third-party engineering services in connection with the Services.

**OPTION TO SUBCONTRACT.** Company may, without Buyer's consent, utilize agents or subcontractors in connection with the performance of the work.

**CHANGES.** Except as otherwise set forth herein, any modification to the Services as described herein that increase the contract price or other costs must be approved by the Company in writing (which approval will not be unreasonably withheld) and such increased price and/or costs shall be invoiced to Buyer. Any change that may result in the reduction of Services, and any corresponding reduction to the contract price, will be negotiated in good faith by the parties; provided that Buyer will be responsible to pay for all materials acquired by the Company in connection with the Services.

**DELAYS.** The Company shall not be responsible for any delays in the performance of the Services or damage to materials due to labor disputes, weather (additional charges will apply for cold weather paving after October 15th), shortages in material, equipment or labor, acts of God or any other cause beyond the Company's reasonable control. In the event of any such delay, and to the extent reasonably possible, the Company shall complete the Services at the next available opportunity. In the event the Company elects not to perform any further Services as a result of such delay, Buyer shall pay the Company for that portion of the Services rendered prior to the occurrence of such delay, and the Company shall otherwise be fully relieved of all of its duties and responsibilities hereunder without liability to Buyer. Without limiting the foregoing, (a) if the Company is unable to begin performance of the Services on the scheduled date due to the action or inaction of Buyer or its representatives, the entire contract amount set forth herein shall be immediately due and payable, and (b) delays otherwise caused by Buyer or its representatives, directly or indirectly, shall result in all amounts accrued hereunder as of the date thereof to be immediately due and payable.

**UTILITIES.** Buyer is solely responsible for locating, disconnecting, and capping off all utilities prior to the Company's provision of the Services. The Company is not responsible for damage to any utilities.

**PREMISES.** Buyer represents and warrants that Buyer either is the owner of the premises where the Services will be rendered or has written authorization from the owner thereof and authority approve this Bid Proposal. Buyer shall be responsible to direct the Company's representatives as to proper ingress and egress of such premises. To the extent that such direction is followed or no direction is given, the Company shall not be responsible for any damage to such premises or adjacent property, including damage to curbs, gutters and sidewalks. The Company will charge Buyer an additional \$75 per vehicle located on such premises that the Company is required to tow or relocate in order to perform the Services. **BUYER WILL BE SOLELY LIABLE FOR ANY DAMAGE TO SUCH VEHICLES OR SURROUNDING PROPERTY.**

**TIME OF PERFORMANCE.** Unless otherwise specified above, the Services shall be performed Monday through Friday, excluding holidays, during customary daytime hours.

**PERMITS.** The Company is not responsible to acquire any permits relating to the Services. Buyer is responsible for timely acquiring all such permits and all costs incurred by the Company in connection with Buyer's failure to properly obtain all such permits.

**LIMITED WARRANTY.** Limited warranty. Eckles Paving hereby warrants materials or workmanship for a period of one year, from the date of installation, subject to the warranty limitations and warranty conditions set out herein. Written notice of any defect in the materials and/or workmanship of the Company or nonconformity with the terms of this Bid Proposal must be given to the Company at its address set forth above not later than five (5) days after the completion of the Services. Failure to provide such written notice within such 5-day period shall constitute an unconditional waiver of any such defect or nonconformity. Buyer's sole remedy in connection with the foregoing limited warranty shall be limited to either the repair or replacement of the defect or nonconformity or, by agreement of the parties, a credit to Buyer's account with respect thereto; provided that (a) such limited warranty shall not apply if (i) the defect or nonconformity resulted, directly or indirectly, from the actions or inactions of Buyer or any third party, (ii) proper testing is not completed on subgrade/roadbase placed by a third party, (iii) asphalt placing is done before April 15 or after October 15 of each year (or asphalt maintenance is done before May 1 or after October 1), (iv) seal coat delamination results from previous underlayment or puddling, (v) related to drainage on any overlays or (vi) spalling is caused from salting concrete surface, (vii) new concrete is driven on in less than 7 days from placement; and (b) the Company shall be allotted a reasonable amount of time to evaluate and complete any such repair or replacement. The foregoing limited warranty shall also not apply to drainage if a minimum slope of 2% is not attainable based on existing site conditions. THE FOREGOING LIMITED WARRANTY REPRESENTS THE COMPLETE WARRANTY OFFERED BY THE COMPANY. EXCEPT AS SET FORTH ABOVE, THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS AND SERVICES OFFERED BY THE COMPANY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

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**LIMITATION OF LIABILITY.** WITHOUT LIMITING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL THE COMPANY BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS BID PROPOSAL, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE CONTRACT AMOUNT SET FORTH HEREIN.

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**WATER.** Buyer is responsible to provide an adequate water source at the premises. If a sufficient water source is not provided, Buyer shall be responsible for the cost of a fire hydrant meter and water used in connection therewith.

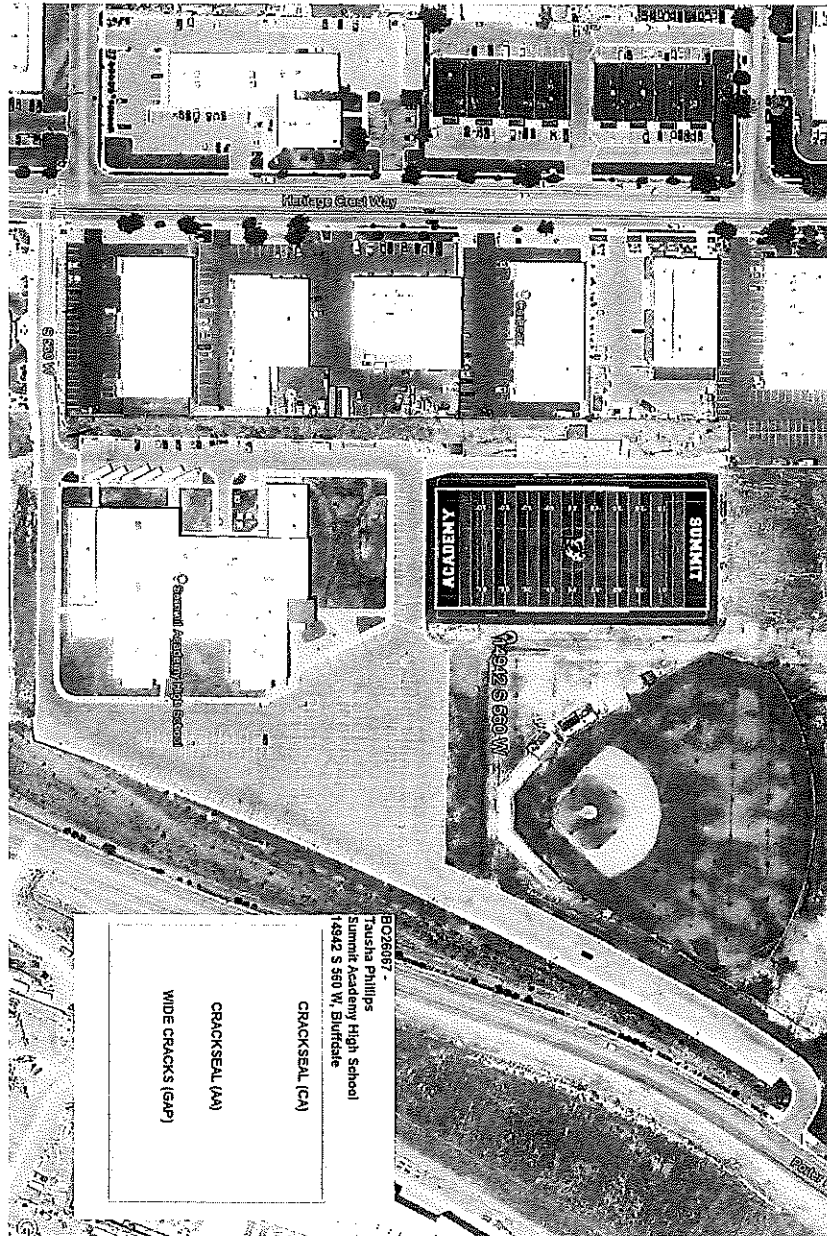
**NON SOLICITATION.** During the period commencing on the date hereof and ending one year following the completion of the Services, Buyer shall not, without the Company's prior written consent, directly or indirectly, (i) solicit or encourage any person to leave the employment or other service of the Company, or (ii) hire, on behalf of Buyer or any other person or entity, any person who has left the employment of the Company within the one year period following the completion of the Services. In the event of a breach of this provision, and recognizing that compensatory monetary damages resulting from such breach would be difficult to prove, Buyer will be liable to the Company for liquidated damages in an amount equal to such employee or service provider's compensation from the Company during the 12-month period ending on the termination of such employee's employment with or service provider's services to the Company.

**PUBLICITY.** The Company shall have the right to use Buyer's name and the Services in connection with any referral to potential customers or as examples of the Company's work product.

**NO MODIFICATION.** Except as explicitly set forth above, Buyer acknowledges and agrees that (a) no agent, representative, employee or officer of the Company is authorized to waive or modify any of the terms of this Bid Proposal, and (b) no representation, promise, description of goods or services, or affirmation of fact made by an agent, representative, employee, or officer of the Company shall be effective to waive or modify any of the terms of this Bid Proposal.

**GENERAL PROVISIONS.** All matters arising out of or relating to this Bid Proposal and any goods or services relating hereto are governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any conflict of law provision. Any legal suit, action, or proceeding arising out of or relating to this proposal or the Services shall be instituted in the state or federal courts located in Utah County, Utah and each party irrevocably submits to the exclusive jurisdiction of such courts. If any term or provision of this Bid Proposal is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Bid Proposal. Any failure on the part of a party to exercise any right or to enforce any of the terms of this Bid Proposal shall not affect such party's rights nor act as a waiver with respect to other future occurrences. This Bid Proposal is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Bid Proposal. In any action or proceeding to enforce rights under this Bid Proposal, the prevailing party will be entitled to recover costs and attorneys' fees. Buyer hereby irrevocably waives the right to trial by jury in any claim arising out of or relating to this bid proposal.

# PROJECT PLAN





SUMMIT ACADEMY SCHOOLS

March 19, 2026

TO: Summit Academy Schools Governing Board

FROM: Alana Johnson, Interim Executive Director

SUBJECT: 7104 Acceptable Use Policy

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**BACKGROUND INFORMATION:** The Acceptable Use Policy outlines the use of school computer use and associated technological platforms. Additions to the policy expand the guidance for how Summit Academy issued devices should be utilized in the teaching environment and more clearly limits the use of personal devices.

**CURRENT CONSIDERATIONS:** This policy updates the requirement for a Chief Privacy Officer. It also includes minor updates to formatting.

**IMPACT ON STUDENT ACHIEVEMENT:** Implementation of this policy will continue to protect stakeholders' sensitive data by clarifying appropriate use of devices within the teaching environment and use of personal devices to access school data.

**FINANCIAL IMPLICATIONS:** None.

**RECOMMENDATIONS:** It is respectfully requested that the Governing Board approve updates to policy 7104 Acceptable Use.

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**DIRECTOR'S RECOMMENDATION:** Recommended for approval.



# Acceptable Use Policy

Policy Number: **7104**

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## I. Board Policy

The Summit Academy Board of Trustees recognizes the need for a policy governing use of school computers and Internet Use. The Board delegates to the Administration responsibility for implementing the policy according to the guidelines established.

## II. Guidelines

- A. Employees must sign Summit Academy's **Employee Acceptable Use Policy for Computer and Internet Use**. Computers, computer files, the e-mail system, software and documents furnished to employees are property intended for educational use.
- B. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and e-mail usage may be monitored.
- C. Summit Academy prohibits the use of computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale.
- D. Summit Academy purchases and licenses the use of various computer software for business and educational purposes and does not own the copyright to this software or its related documentation. Therefore, employees may only use software according to the software license agreement. Summit Academy prohibits the illegal duplication of software and its related documentation, including proprietary documentation.
- E. Employees must use Summit Academy issued computers and technology in all classroom settings.
  - a. School data or internal files must be kept within Summit Academy approved systems. **Do not download, copy, or move school data to personal devices or unapproved platforms or apps.**
  - b. Personal devices **should not** be used in a teaching environment.

## III. Violations

Employees should notify the Administration upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

## IV. Attachments

**Employee Network Acceptable Use Policy**

## V. Revision History and Approval Date

Effective: May 2007

Version 2: November 2015: Revision

Version 3: March 19, 2026: Update to formatting and Addition of parameters outlined in II.E.

SUMMIT ACADEMY SCHOOLS

March 19, 2026

TO: Summit Academy Schools Governing Board

FROM: Alana Johnson, Interim Executive Director

SUBJECT: 7302 – Student Data Collection and Privacy Policy

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**BACKGROUND INFORMATION:** Summit Academy's collection of student data is necessary and guided by principles and procedures to protect private and sensitive information. This policy expands these practices to include a Chief Privacy Officer per Utah Code 63A-19-401. This role is responsible for overseeing data privacy practices detailed in the policy.

**CURRENT CONSIDERATIONS:** This policy updates the requirement for a Chief Privacy Officer. It also includes minor updates to formatting.

**IMPACT ON STUDENT ACHIEVEMENT:** Implementation of this policy will continue to protect students' sensitive data within our organization.

**FINANCIAL IMPLICATIONS:** None.

**RECOMMENDATIONS:** It is respectfully requested that the Governing Board approve updates to policy 7302 Student Data Collection and Privacy Policy.

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**DIRECTOR'S RECOMMENDATION:** Recommended for approval.



# Student Data Collection and Privacy Policy

## Policy Number: 7302

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### **I. Policy Purpose**

Summit Academy ~~and Summit Academy High School~~ collects necessary student data to conduct the regular activities of the school. The school(s) may also collect student data with written consent from the student's parent or from a student who has turned 18 years of age.

### **II. Definitions**

- A. Chief Privacy Officer: the individual designated by Summit Academy to perform the duties required to protect student data privacy at the LEA
- B. Private Record: a record containing data on individuals that is private as proved by Section 63G-2-302
- C. Public Record: a record that is not private, controlled, or protected and this is not exempt from disclosure
- D. Records: a book, letter, document, paper, map, plan, photograph, film, card, tape, recording, electronic data, or other documentary material regardless of physical form or characteristics. The record is prepared, owned, received, or retained by the LEA.

### **III. Personnel Responsibility for Data Management**

Summit Academy will designate and report a Chief Privacy Officer who will initiate and monitor the following requirements found in HB 444, 63A-19-401, and additional data privacy requirements. This individual will:

- Initiate a data privacy program before December 31, 2025,
- Create privacy annotations,
- Maintain, classify, and preserve records in compliance with 63G-2 and 63G-19,
- Use an authorized top-level domain for the school's website address and email address in accordance with 63A-16-110,
- Create or update website privacy notices in accordance with 63A-19-402,
- Update policies and procedures regarding data breach response and privacy notices in accordance with 63A-19-405 to 406,
- Address non-compliant data practices,
- Annually submit a privacy program report to the Office of Data Privacy in accordance with 62A-19-401, and
- Upon request, coordinate with the state privacy auditor to ensure compliance and address any deficiencies in data protection practices.

### **IV. Summit Academy Data Procedures**

#### **A. Necessary Student Data**

- Student Name, Date of birth, and Sex
- Parent and student contact information and Custodial parent information

- A student identification number (including the student’s school ID number and the state-assigned student identifier, or SSID)
- Local, state, and national assessment results or an exception from taking a local, state, or national assessment (click [here](#) for more information on assessments)
- Courses taken and completed, credits earned, and other transcript information
- Course grades and grade point average
- Grade level and expected graduation date or graduation cohort
- Degree, diploma, credential attainment, and other school information
- Attendance and mobility
- Drop-out data
- Immunization record or an exception from an immunization record
- Race, Ethnicity, or Tribal affiliation
- Remediation efforts
- An exception from a vision screening required under **Utah Code Section 53G-9-404** or information collected from a vision screening described in **Utah Code Section 53G-9-404**
- Information related to the Utah Registry of Autism and Development Disabilities (URADD), described in **Utah Code Section 26-7-4**
- Student injury information
- A disciplinary record created and maintained as described in **Utah Code Section 53E-9-306**
- Juvenile delinquency records
- English language learner status
- Child find and special education evaluation data related to initiation of an IEP

**B. Optional Student Data**

Certain sensitive information on students collected via a psychological or psychiatric examination, test, or treatment, or any survey, analysis, or evaluation will only be collected with parental consent. The parents/guardians will receive a separate consent form in these cases. See Summit Academy’s Protection of Pupil Rights Act (PPRA) notice for more information.

- i. Information related to an IEP or needed to provide special needs services
- ii. Biometric information used to identify the student
- iii. Information required for a student to participate in an optional federal or state program (e.g., information related to applying for free or reduced lunch)

**C. Prohibited Collections**

Summit Academy will not collect a student’s social security number or criminal record, except as required by **Utah Code Section (80-6-103)**.

**D. Data Sharing**

Summit Academy will only share student data in accordance with the Family Educational Rights and Privacy Act (FERPA), which generally requires written parental consent before sharing student data. FERPA includes several exceptions to this rule, where Summit Academy may share student data without parental consent. For more information on third parties receiving student information from us, see Summit Academy’s Metadata Dictionary.

Student data will be shared with the Utah State Board of Education via the Utah Transcript and Records Exchange (UTREx). For more information about UTREx and how it is used, please visit the Utah State Board of Education’s Information Technology [website](#).

#### **E. Benefits, Risks, and Parent Choices**

The collection, use, and sharing of student data has both benefits and risks. Parents and students should learn about these benefits and risks and make choices regarding student data accordingly. Parents are given the following choices regarding student data:

- i. Choice to **request to review** education records of their children and request an explanation or interpretation of the records (see Summit Academy’s annual FERPA notice for more information)
- ii. Choice to **contest the accuracy** of certain records (see Summit Academy’s annual FERPA notice for more information), potentially leading to the correction, expungement, or deletion of the record
- iii. Choice to **opt into certain data collections** (see the section above on optional data collections)
- iv. Choice to **opt out of certain data exchanges**
  - o Information that has been classified as directory information (see Summit Academy’s directory information notice for more information)
  - o Parents of students with an IEP may have their information shared with the Utah Registry of Autism and Developmental Disabilities (URADD). If included in this data exchange, parents will receive a separate notice within 30 days of the exchange, informing them of their right to opt out, per **Utah Code Section 53E-9-308(6)(b)**.
- v. Choice to **file a complaint** if parents/guardians believe the school or its agents are violating their rights under FERPA or Utah’s Student Data Protection Act. If parents/guardians have a complaint or concern, Summit Academy recommends contacting Summit Academy’s Data Security Officer at 801-572-9007 and then escalating to the state and US Department of Education if needed.

#### **F. Storage and Security**

In accordance with **Board Rule R277-487-3(14)**, Summit Academy has adopted a cybersecurity framework called the CIS Controls.

#### **V. References**

[Utah Code Section 53G-9-404](#)

[Utah Code Section 26-7-4](#)

[Utah Code Section 53E-9-306](#)

[Utah Code Section \(80-6-103\)](#)

[Utah Code Section 53E-9-308\(6\)\(b\)](#)

[Utah Admin Code R277-487-3\(14\)](#)

[Utah Code 63A-19-401 – Government Data Privacy Act – Duties of governmental entities](#)

#### **VI. Attachments**

Summit Academy Data Privacy Program

## **VII. Revision History and Approval Date**

Version 1: January 16, 2020: Original date of approval

Version 2: October 27, 2022: Reviewed and no changes made.

Version 3: March 27, 2025: State Code Change to Prohibited Collections.

Version 4: March 19, 2026: Updates to Formatting, Utah Code, Section III. Personnel Responsibility for Data Management, Links to Utah Code, and Section II. Definitions.

SUMMIT ACADEMY SCHOOLS

Board Meeting Date

TO: Summit Academy Schools Governing Board

FROM: Lisa Cutler, Independence Principal

SUBJECT: Independence Fee Schedule 2026-2027 1<sup>st</sup> Reading

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**BACKGROUND INFORMATION:**

Fee's to be charged to Independence students in accordance with state laws.

**CURRENT CONSIDERATIONS:**

Please see the attached proposed fee schedule.

**IMPACT ON STUDENT ACHIEVEMENT:**

Please see the attached proposed fee schedule.

**FINANCIAL IMPLICATIONS:**

Fee's to be charged students in accordance with state laws.

**RECOMMENDATIONS:**

It is respectfully requested that the Governing Board approve the proposed 2026-2027 Fee Schedule.

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**DIRECTOR'S RECOMMENDATION:** Recommended for approval.

# SUMMIT ACADEMY INDEPENDENCE CAMPUS

## Fee Schedule For 2026-2027

The fees listed in this fee schedule are the MAXIMUM fees allowed for each activity. The actual cost may be less than the maximum listed in this fee schedule. The spend plan (intended use) for each fee is listed below the fee. Non-waivable fees are not calculated in max aggregate.

**Maximum aggregate per year for each student is \$3139.00**

### CLASS FEES

ART - SCULPTING		HEALTHY LIFESTYLE (FOODS)	
Paint, Clay, and Other Materials	\$20	Cooking Materials	\$20
<b>MAX</b>	<b>\$20</b>	<b>MAX</b>	<b>\$20</b>
GERMAN DLI CULTURE		LEGO ROBOTICS	
Craft and Food Supplies	\$10	Robots and Batteries	\$10
<b>MAX</b>	<b>\$10</b>	<b>MAX</b>	<b>\$10</b>
SEWING		SPANISH	
Fabric, Thread and Other Materials	\$20	Food	\$10
<b>MAX</b>	<b>\$20</b>	<b>MAX</b>	<b>\$10</b>

### EXTRA-CURRICULAR FEES

THEATRE PRODUCTION		NATIONAL HISTORY RESEARCH	
Play Production	\$25	Trifold	\$30
Shakespeare Competition	\$150	Butcher Paper	\$50
Travel	\$10	Art Supplies	\$100-200
Misc. (Food & Hotel)	\$0-200	Competition (Flight & Hotel)	\$800
<b>MAX</b>	<b>\$385</b>	<b>MAX</b>	<b>\$1,080</b>
CHOIR - BAND - ORCHESTRA		HOSA	
Team Fee	\$55	Participation	\$45
Choir Music Festival	\$150	Competition	\$50
State Honor Choir	\$125	International Leadership Conference	\$1,250
Travel	\$10	Travel	\$10
<b>MAX</b>	<b>\$340</b>	<b>MAX</b>	<b>\$1,355</b>
STUDENT COUNCIL		HOPE SQUAD	
Uniform/Other	\$100	Uniform/Other	\$85
<b>MAX</b>	<b>\$100</b>	<b>MAX</b>	<b>\$85</b>
LEGO ROBOTICS		NATIONAL JR. HONORS SOCIETY	
Participation/League Fee	\$20	Registration	\$25
Competition	\$25	Uniform/Other(Non-Waivable)	\$0-45
Travel and Food	\$15	<b>MAX</b>	<b>\$25</b>
<b>MAX</b>	<b>\$60</b>		

**ATHLETIC FEES**

<b>BASKETBALL - BOYS/GIRLS</b>	
Participation	\$165
Uniforms Replacement (Non-Waivable)	\$0-230
Travel	\$15
Spirit Pack (Non-Waivable)	\$0-45
<b>MAX</b>	<b>\$180</b>
<b>TRACK &amp; FIELD/CROSS COUNTRY</b>	
Participation	\$85
Uniforms Replacement (Non-Waivable)	\$55
Travel	\$15
Spirit Pack (Non-Waivable)	\$0-45
<b>MAX</b>	<b>\$100</b>

<b>SOCCER - BOYS/GIRLS</b>	
Participation	\$140
Uniforms Replacement (Non-Waivable)	\$0-100
Travel	\$20
Spirit Pack (Non-Waivable)	\$0-45
<b>MAX</b>	<b>\$160</b>
<b>VOLLEYBALL - BOYS/GIRLS</b>	
Participation	\$130
Uniforms Replacement (Non-Waivable)	\$90
Travel	\$20
Spirit Pack (Non-Waivable)	\$0-45
<b>MAX</b>	<b>\$150</b>

<b><u>TECHNOLOGY NON-WAIVABLE FEES</u></b>	
Chromebook - Screen Replacement	\$75
Chromebook - Charger	\$25
Chromebook - Total Replacement	\$250
Chromebook - Case	\$30

<b><u>NON-WAIVABLE FEES</u></b>	
Lagoon/Boondocks Day	Ticket Price
Field Trips	\$10
Spirit Pride Shirt/Sweatshirt	\$25-50
After School Band	\$100
Yearbook	\$30

SUMMIT ACADEMY SCHOOLS

Board Meeting Date

TO: Summit Academy Schools Governing Board

FROM: Jeff Wyant, Draper Principal

SUBJECT: Draper Fee Schedule 2026-2027 1<sup>st</sup> Reading

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**BACKGROUND INFORMATION:**

Fee's to be charged to Draper students in accordance with state laws.

**CURRENT CONSIDERATIONS:**

Please see the attached proposed fee schedule.

**IMPACT ON STUDENT ACHIEVEMENT:**

Please see the attached proposed fee schedule.

**FINANCIAL IMPLICATIONS:**

Fee's to be charged students in accordance with state laws.

**RECOMMENDATIONS:**

It is respectfully requested that the Governing Board approve the proposed 2026-2027 Fee Schedule.

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**DIRECTOR'S RECOMMENDATION:** Recommended for approval.

## SUMMIT ACADEMY DRAPER CAMPUS Fee Schedule For 2026-2027

The fees listed in this fee schedule are the MAXIMUM fees allowed for each activity. The actual cost may be less than the maximum listed in this fee schedule. The spend plan (intended use) for each fee is listed below the fee. Non-waivable fees are not calculated in max aggregate.

**Total Max aggregate fees 3149.00**

### CLASS FEES

ART - SCULPTING		HEALTHY LIFESTYLE (FOODS)	
Paint, Clay, and Other Materials	\$20	Cooking Materials	\$20
<b>MAX</b>	<b>\$20</b>	<b>MAX</b>	<b>\$20</b>
FORENSICS		DESIGN	
Ink, Ink Pad, Fake Blood, Dusting Powders, Lighters, Guest Speaker	\$20	Fabric, Thread, Sewing Kits	\$20
<b>MAX</b>	<b>\$20</b>	<b>MAX</b>	<b>\$20</b>
MAKERSPACE		PHOTOGRAPHY	
Project Based Materials; Toothpicks, Popsicle Sticks, Special Paper For Printing, Slim, 3D Filament	\$20	Sd Ports and Cards, Backdrops, Cameras & Repairs	\$20
<b>MAX</b>	<b>\$20</b>	<b>MAX</b>	<b>\$20</b>
LEGO ROBOTICS			
Supplies	\$20		
<b>MAX</b>	<b>\$20</b>		

### EXTRA-CURRICULAR FEES

THEATRE PRODUCTION		HOSA	
Play Production	\$25	Participation	\$45
Shakespeare Competition	\$150	Competition	\$50
Travel	\$10	International Leadership Conference	\$1,250
Misc (Food & Hotel)	\$0-200	Travel	\$10
<b>MAX</b>	<b>\$385</b>	<b>MAX</b>	<b>\$1,355</b>
STUDENT COUNCIL		NATIONAL JR. HONORS SOCIETY	
Team Fee	\$0	Participation	
Uniform/Other	\$95	Uniform/Other	
<b>MAX</b>	<b>\$95</b>	<b>MAX</b>	<b>\$30</b>
CHOIR - BAND - ORCHESTRA		HOPE SQUAD	
Team Fee	\$55	Uniform/Other	\$85
Choir Music Festival	\$150	<b>MAX</b>	<b>\$85</b>
State Honor Choir	\$125		

Travel	\$10
<b>MAX</b>	<b>\$340</b>

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<b>ATHLETICS</b>	
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<b>BASKETBALL - BOYS/GIRLS</b>	
Participation	\$160
Uniforms Replacement (Non-Waivable)	\$0-230
Travel	\$10
Spirit Pack (Non-Waivable)	\$0-45
<b>MAX</b>	<b>\$170</b>

<b>SOCCER - BOYS/GIRLS</b>	
Participation	\$130
Uniforms Replacement (Non-Waivable)	\$0-100
Travel	\$10
Spirit Pack (Non-Waivable)	\$0-45
<b>MAX</b>	<b>\$140</b>

<b>TRACK &amp; FIELD - CROSS COUNTRY</b>	
Participation	\$80
Uniforms Replacement (Non-Waivable)	\$55
Travel	\$10
Spirit Pack (Non-Waivable)	\$0-45
<b>MAX</b>	<b>\$90</b>

<b>VOLLEYBALL - BOYS/GIRLS</b>	
Participation	\$120
Uniforms Replacement (Non-Waivable)	\$90
Travel	\$10
Spirit Pack (Non-Waivable)	\$0-45
<b>MAX</b>	<b>\$130</b>

<b>TECHNOLOGY NON-WAIVABLE FEES</b>	
Chromebook - Screen Replacement	\$75
Chromebook - Charger	\$25
Chromebook - Total Replacement	\$250
Chromebook - Case	\$30

<b>NON-WAIVABLE FEES</b>	
Lagoon Day	Ticket Price
Field Trips	\$10
Spirit Pride Shirt	\$25
Yearbook	\$30

SUMMIT ACADEMY SCHOOLS

Board Meeting Date

TO: Summit Academy Schools Governing Board

FROM: Diana Brantley, Bluffdale Principal

SUBJECT: Bluffdale Fee Schedule 2026-2027 1<sup>st</sup> Reading

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**BACKGROUND INFORMATION:**

Fee's to be charged to Bluffdale students in accordance with state laws.

**CURRENT CONSIDERATIONS:**

Please see the attached proposed fee schedule.

**IMPACT ON STUDENT ACHIEVEMENT:**

Please see the attached proposed fee schedule.

**FINANCIAL IMPLICATIONS:**

Fee's to be charged students in accordance with state laws.

**RECOMMENDATIONS:**

It is respectfully requested that the Governing Board approve the proposed 2026-2027 Fee Schedule.

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**DIRECTOR'S RECOMMENDATION:** Recommended for approval.

# SUMMIT ACADEMY BLUFFDALE CAMPUS

## Fee Schedule For 2026-2027

The fees listed in this fee schedule are the MAXIMUM fees allowed for each activity. The actual cost may be less than the maximum listed in this fee schedule. The spend plan (intended use) for each fee is listed beside the fee. Non-waivable fees are not calculated in max aggregate.

**Maximum aggregate per year for each student is \$590.00**

### ATHLETIC FEES

<b>BASKETBALL - BOYS/GIRLS</b>	
Participation	\$165
Uniforms Replacement (Non-Waivable)	\$0-230
Travel	\$15
Spirit Pack (Non-Waivable)	\$0-45
<b>MAX</b>	<b>\$180</b>
<b>TRACK &amp; FIELD - CROSS COUNTRY</b>	
Participation	\$85
Uniforms Replacement (Non-Waivable)	\$55
Travel	\$15
Spirit Pack (Non-Waivable)	\$0-45
<b>MAX</b>	<b>\$100</b>

<b>SOCCOR - BOYS/GIRLS</b>	
Participation	\$140
Uniforms Replacement (Non-Waivable)	\$0-100
Travel	\$20
Spirit Pack (Non-Waivable)	\$0-45
<b>MAX</b>	<b>\$160</b>
<b>VOLLEYBALL - BOYS/GIRLS</b>	
Participation	\$130
Uniforms Replacement (Non-Waivable)	\$90
Travel	\$20
Spirit Pack (Non-Waivable)	\$0-45
<b>MAX</b>	<b>\$150</b>

### TECHNOLOGY NON-WAIVABLE FEES

Chromebook - Screen Replacement	\$75
Chromebook - Charger	\$25
Chromebook - Total Replacement	\$250
Chromebook - Case	\$30

### NON-WAIVABLE FEES

Field Trips	\$10
Spirit Pride Shirt/Sweatshirt	\$25-50
After School Band	\$100

SUMMIT ACADEMY SCHOOLS

Board Meeting Date

TO: Summit Academy Schools Governing Board

FROM: Angela Grimmer, SAHS Principal

SUBJECT: SAHS Fee Schedule 2026-2027 1<sup>st</sup> Reading

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**BACKGROUND INFORMATION:**

Fee's to be charged to SAHS students in accordance with state laws.

**CURRENT CONSIDERATIONS:**

Please see the attached proposed fee schedule.

**IMPACT ON STUDENT ACHIEVEMENT:**

Please see the attached proposed fee schedule.

**FINANCIAL IMPLICATIONS:**

Fee's to be charged students in accordance with state laws.

**RECOMMENDATIONS:**

It is respectfully requested that the Governing Board approve the proposed 2026-2027 Fee Schedule.

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**DIRECTOR'S RECOMMENDATION:** Recommended for approval.

# SUMMIT ACADEMY HIGH SCHOOL

## Fee Schedule for 2026-2027

The fees listed in this fee schedule are the MAXIMUM fees allowed for each activity. The actual cost may be less than the maximum listed in this fee schedule. The spend plan (intended use) for each fee is listed below the fee.

**Maximum aggregate per year for each student is \$7000.00**

### GENERAL FEES

Concurrent Enrollment Textbook	\$200	Attendance School	\$5
Graduation Regalia - 3rd Party	\$35+	Alternative Credit (.25 credit)	\$25
Honors Cords	\$5	Schedule Change	\$5
Locker Fee	\$5	Transcript Fee (First 3 Free)	\$5

### CLASS FEES

#### CTE

<b>CULINARY 1- 2 -3</b>		<b>DIGITAL ART AND ILLUSTRATION</b>	
Food, Equipment and Other Materials	\$25	Software, Computers, Paper and Other Materials	\$25
<b>MAX</b>	<b>\$25</b>	<b>MAX</b>	<b>\$25</b>
<b>DIGITAL MEDIA ADVANCED + BASECAMP</b>		<b>DIGITAL PHOTOGRAPHY 1 - 2 - 3</b>	
Software, Computers and Other Materials	\$25	Cameras, Software, Paper and Other Materials	\$25
<b>MAX</b>	<b>\$25</b>	<b>MAX</b>	<b>\$25</b>
<b>EXERSISE SCIENCE - SPORTS MEDICINE</b>		<b>INTERIOR DESIGN 1</b>	
Medical tape and Other Materials	\$25	Paper, Cloth, and Other Materials	\$25
<b>MAX</b>	<b>\$25</b>	<b>MAX</b>	<b>\$25</b>
<b>INTRO TO AUDIO, VIDEO, AND ANIMATION</b>		<b>INTRO TO GRAPHIC DESIGN</b>	
Software, Computers, and Other Materials	\$25	Software, Computers, and Other Materials	\$25
<b>MAX</b>	<b>\$25</b>	<b>MAX</b>	<b>\$25</b>
<b>INTRO TO WEB DEVELOPMENT</b>		<b>MEDICAL FORENSICS</b>	
Software, Computers, and Other Materials	\$25	Lab supplies, Microscopes, and Other Materials	\$25
<b>MAX</b>	<b>\$25</b>	<b>MAX</b>	<b>\$25</b>
<b>VIDEO PRODUCTION AND MOVIE MAKING</b>		<b>MEDICAL TERMINOLOGY</b>	
Software, Computers, and Other Materials	\$25	Software and Other Materials	\$25
<b>MAX</b>	<b>\$25</b>	<b>MAX</b>	<b>\$25</b>
<b>VIDEO PRODUCTION 2 (BASECAMP)</b>			
Software, Computers, and Other Materials	\$25		
<b>MAX</b>	<b>\$25</b>		

#### FINE ARTS

<b>AP ART STUDIO</b>		<b>CERAMICS</b>	
Paint, Clay, Paper, and Other Materials	\$25	Clay, Wires and Other Materials	\$25
<b>MAX</b>	<b>\$25</b>	<b>MAX</b>	<b>\$25</b>
<b>ART 1</b>		<b>CHOIR - BAND - MUSIC CLASSES</b>	
Paint, Clay, Paper and Other Materials	\$25	Sheet Music, Instruments, Software, and Other Materials	\$25
<b>MAX</b>	<b>\$25</b>	<b>MAX</b>	<b>\$25</b>
<b>BOOK BINDING - PRINT MAKING</b>		<b>DANCE 1 - SOCIAL DANCE</b>	
Paper, Ink, Markers and Other Materials	\$25	Costumes, Props and Other Materials	\$25

<b>MAX</b>	<b>\$25</b>
<b>INDEPENDENCE STUDIO STUDY</b>	
Sheet Music, Instruments, Software, and Other Materials	\$25
<b>MAX</b>	<b>\$25</b>
<b>MIXED MEDIA</b>	
Paint, Paper, Clay and Other Materials	\$25
<b>MAX</b>	<b>\$25</b>
<b>SCULPTURE</b>	
Clay, Wires, and Other Materials	\$25
<b>MAX</b>	<b>\$25</b>
<b>SYMPHONIC BAND</b>	
Sheet Music, Instruments, Software	\$25
<b>MAX</b>	<b>\$25</b>

<b>MAX</b>	<b>\$25</b>
<b>JEWELRY</b>	
Wire, Beads, Tools and Other Materials	\$25
<b>MAX</b>	<b>\$25</b>
<b>AP MUSIC THEORY</b>	
Sheet Music, Instruments, Software, and Other Materials	\$25
<b>MAX</b>	<b>\$25</b>
<b>WATERCOLORS</b>	
Paint, Paper, and Other Materials	\$25
<b>MAX</b>	<b>\$25</b>
<b>THEATER - 2/ADVANCED/TECHNICAL</b>	
Costumes, Props, and Other Materials	\$25
<b>MAX</b>	<b>\$25</b>

**WORLD LANGUAGES**

<b>AMERICAN SIGN LANGUAGE 1 - 2</b>	
Software and Other Materials	\$25
<b>Max</b>	<b>\$25</b>
<b>GERMAN DLI 5 - 7</b>	
Software and Other Materials	\$25
<b>MAX</b>	<b>\$25</b>

<b>GERMAN BRIDGE</b>	
Software and Other Materials	\$25
<b>Max</b>	<b>\$25</b>
<b>SPANISH 1 - 2 + AP SPANISH</b>	
Software and Other Materials	\$25
<b>MAX</b>	<b>\$25</b>

**PHYSICAL EDUCATION**

<b>ADVANCED WEIGHTLIFTING + STRENGTH &amp; WEIGHT TRAINING</b>	
Weights, Equipment and Other Materials	\$25
<b>MAX</b>	<b>\$25</b>

<b>YOGA</b>	
Weights, Equipment and Other Materials	\$25
<b>MAX</b>	<b>\$25</b>

**DIGITAL STUDIES**

<b>INTRO TO WEB DEVELOPMENT</b>	
Software, Computers, and Other Materials	\$25
<b>MAX</b>	<b>\$25</b>

**SCIENCE**

<b>BOTANY - GENETICS</b>	
Labs, Tools, and Other Materials	\$25
<b>MAX</b>	<b>\$25</b>
<b>MEDICAL ANATOMY AND PHYSIOLOGY</b>	
Labs, Tools, and Other Materials	\$25
<b>MAX</b>	<b>\$25</b>
<b>OCEANOGRAPHY - ZOOLOGY</b>	
Labs, Tools, and Other Materials	\$25
<b>MAX</b>	<b>\$25</b>

<b>CHEMISTRY 1010</b>	
Labs, Tools, and Other Materials	\$25
<b>MAX</b>	<b>\$25</b>
<b>AP BIOLOGY - CHEMISTRY - PHYSIS</b>	
Labs, Tools, and Other Materials	\$25
<b>MAX</b>	<b>\$25</b>
<b>AP ENVIRONMENTAL SCIENCE</b>	
Labs, Tools, and Other Materials	\$25
<b>MAX</b>	<b>\$25</b>

**ORGANIZATION FEES**

<b>BROADCASTING - VIDEO PRODUCTION</b>	
Team Fee	\$100
Materials	\$50
Uniforms/Others	\$0-200
Team/Meal	\$350
Travel	\$1,000

<b>DEBATE</b>	
Team Fee	\$150
Uniforms/Other	\$75
Team/Meal	\$350
Travel	\$1,500
Misc.	\$100

<b>MAX</b>	<b>\$1,700</b>
<b>MODEL UN</b>	
Fee	\$120
Team/Meal	\$100
Travel	\$100
<b>MAX</b>	<b>\$320</b>
<b>THEATRE</b>	
Team Fee	\$125
Play Production	\$25
Theatre Clinic	\$100
Team/Meal	\$350
Travel	\$1,000
Misc.	\$100
<b>MAX</b>	<b>\$1,700</b>
<b>CHOIR &amp; BAND</b>	
Team Fee	\$100
Event Fee	\$0-600
Uniforms/Others	\$125
Team/Meal	\$350
Travel	\$1,000
Misc.	\$100
Spirit Pack	\$0-300
<b>MAX</b>	<b>\$2,575</b>
<b>CLUBS</b>	
Team Fee	\$0-200
Team/Meal	\$350
Travel	\$1,000
Misc.	\$100
<b>MAX</b>	<b>\$1,650</b>

<b>MAX</b>	<b>\$2,175</b>
<b>NATIONAL HONORS SOCIETY</b>	
Team Fee	\$25
Team/Meal	\$100
Travel	\$100
<b>MAX</b>	<b>\$225</b>
<b>STUDENT COUNCIL</b>	
Team Fee	\$200
Uniform/Other	\$200
Leadership/Conference	\$300
Team/Meal	\$350
Travel	\$100
Spirit Pack	\$0-300
<b>MAX</b>	<b>\$1,450</b>
<b>HOSA</b>	
Participation	\$35
Spring Leadership	\$250
Fall Leadership	\$50
Team/Meal	\$350
Travel	\$1,500
<b>MAX</b>	<b>\$2,185</b>

<b>ATHLETICS</b>	
<b>BASEBALL</b>	
Participation	\$200
Camp/Clinics	\$500
Uniforms/Other	\$200
Team/meal	\$500
Travel	\$1,000
Misc.	\$100
Spirit Pack	\$0-300
Lost Uniform (Non-Waivable)	\$0-
<b>MAX</b>	<b>\$2,800</b>
<b>CHEER</b>	
Participation	\$200
Camps/Clinics	\$600
Uniforms/Others	\$500
Team/Meal	\$250
Travel	\$1,000
Misc.	\$100
Spirit Pack	\$0-300
Lost Uniform (Non-Waivable)	\$0-
<b>BASKETBALL - BOYS/GIRLS</b>	
Participation	\$200
Camp/Clinics	\$500
Uniforms/Others	\$150
Team/Meal	\$500
Travel	\$1,000
Misc.	\$100
Spirit Pack	\$0-300
Lost Uniform (Non-Waivable)	\$0-
<b>MAX</b>	<b>\$2,750</b>
<b>DRILL - DANCE COMPANY</b>	
Participation	\$200
Camps/Clinics	\$500
Uniforms/Others	\$650
Team/Meal	\$250
Travel	\$1,000
Misc.	\$100
Spirit Pack	\$0-300
Lost Uniform (Non-Waivable)	\$0-

<b>MAX</b>	<b>\$2,950</b>
<b>FOOTBALL</b>	
Participation	\$200
Camps/Clinics	\$500
Uniforms/Others	\$300
Team/Meal	\$250
Travel	\$1,000
Misc.	\$100
Spirit Pack	\$0-300
Lost Uniform (Non-Waivable)	\$0-
<b>MAX</b>	<b>\$2,650</b>
<b>SOCCER - BOYS/GIRLS</b>	
Participation	\$200
Camps/Clinics	\$500
Uniforms/Other	\$150
Team/Meal	\$250
Travel	\$1,000
Misc.	\$100
Spirit Pack	\$0-300
Lost Uniform (Non-Waivable)	\$0-
<b>MAX</b>	<b>\$2,500</b>
<b>TRACK &amp; FIELD/CROSS COUNTRY</b>	
Participation	\$200
Camps/Clinics	\$500
Uniforms/Others	\$200
Team/Meal	\$250
Travel	\$1,000
Misc.	\$100
Spirit Pack	\$0-300
Lost Uniform (Non-Waivable)	\$0-
<b>MAX</b>	<b>\$2,550</b>
<b>WRESTLING</b>	
Participation	\$200
Camps/Clinics	\$500
Uniforms/other	\$100
Team/Meal	\$250
Travel	\$1,000
Misc.	\$100
Spirit Pack	\$0-300
Lost Uniform (Non-Waivable)	\$0-
<b>MAX</b>	<b>\$2,450</b>
<b>ESPORTS</b>	
Team Fee	\$100
Uniform	\$75
Team Meals	\$350
Camps/Clinics	\$500
Spirit Pack	\$0-300
Travel	\$1,000
<b>MAX</b>	<b>\$2,325</b>

<b>MAX</b>	<b>\$3,000</b>
<b>SOFTBALL</b>	
Participation	\$200
Camps/Clinics	\$500
Uniforms/Others	\$150
Team/Meal	\$250
Travel	\$1,000
Misc.	\$100
Spirit Pack	\$0-300
Lost Uniform (Non-Waivable)	\$0-
<b>MAX</b>	<b>\$2,500</b>
<b>SWIMMING - 3RD PARTY</b>	
Participation	\$200
Camps/Clinics	\$500
Uniforms/Other	\$150
Team/Meal	\$250
Travel	\$1,000
Misc.	\$100
Spirit Pack	\$0-300
Lost Uniform (Non-Waivable)	\$0-
<b>MAX</b>	<b>\$2,500</b>
<b>VOLLEYBALL</b>	
Participation	\$200
Camps/Clinics	\$500
Uniforms/Other	\$150
Team/Meal	\$250
Travel	\$1,000
Misc.	\$100
Spirit Pack	\$0-300
Lost Uniform (Non-Waivable)	\$0-
<b>MAX</b>	<b>\$2,500</b>
<b>GOLF - BOYS/GIRLS</b>	
Participation	\$200
Camps/Clinics/Greens	\$700
Uniforms/Others	\$100
Team/Meal	\$250
Travel	\$1,000
Misc.	\$100
Spirit Pack	\$0-300
Lost Uniform (Non-Waivable)	\$0-
<b>MAX</b>	<b>\$2,650</b>
<b>ACE PREFORMANCE TRAINING</b>	
Participation	\$0-1000
<b>MAX</b>	<b>\$1,000</b>

<b>NON - WAIVABLE FEE</b>	
Chromebook - Screen Replacement	\$75
Chromebook - Charger	\$25
Chromebook - Total Replacement	\$250
Calculator Replacement	\$150
Field Trip	\$0-20
Food Handlers Permit	\$20
Insurance	Third Party
Lagoon Day	Ticket Price
Yearbook	\$60
Parking Pass	\$15
Parking Violation	\$50

<b>NON - WAIVABLE TEST</b>	
PSAT Test	\$25
AP Test - Per Class	\$105
AP Capstone	\$140
AP Test Late/Drop Fee	\$40
ACT Prep Course	\$25-100

SUMMIT ACADEMY SCHOOLS

March 19<sup>th</sup>, 2026

TO: Summit Academy Schools Governing Board

FROM: Alana Johnson, Interim Executive Director

SUBJECT: Sex Education Curriculum for Review

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**BACKGROUND INFORMATION:** Utah Code 53G-10-402 requires the Board to review and approve sex education curriculum shared with students within our school. Summit Academy convenes an internal Sex Ed Council including campus staff, parents, a health care professional, and a board member. The Sex Ed Council, serving as the Curriculum Materials Review Committee, has met and voted to recommend the curriculum be reviewed and approved by the Board.

**CURRENT CONSIDERATIONS:** All curriculum proposed in the attached document is tied directly to Utah Core Standards. The proposed curriculum is shared this month with an anticipated vote for approval to be conducted in April's Board meeting.

**IMPACT ON STUDENT ACHIEVEMENT:** The approval of the sex education curriculum aligns Summit Academy instruction with required Utah Core Standards and ensures a well-vetted curriculum review process for potentially sensitive topics.

**FINANCIAL IMPLICATIONS:** None.

**RECOMMENDATIONS:** Please take time to review these materials ahead of the April Board meeting. If the Board would like to see in-person materials (e.g. textbooks) or proprietary materials (e.g. AP videos), please reach out to Alana Johnson to coordinate a time at the campus.

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**DIRECTOR'S RECOMMENDATION:** For review.

## Summit Academy Sex Education Instructional Materials

### USBE Health Assurances: Materials/Curricula List and Guest Speakers.

- a. The LEA will insert the link to view the instructional materials, curriculum, media, and guest speakers reviewed by the LEA Curriculum Materials Review Committee and approved by the LEA board relating to maturation/sex education instruction in any course:
  - i. **Elementary:** maturation instruction
  - ii. **Health Education:** Health I (middle school), Health II (high school)
  - iii. **Middle School CTE Courses:** Exploring Health Science – Middle School, Exploring Family and Consumer Sciences – Middle School
  - iv. **High School CTE Courses:** Human Development, Health Science – Introduction, Individual and Family Relationships, Behavioral Health Introduction, Medical Terminology, Medical Anatomy and Physiology, Medical Anatomy and Physiology, Advanced, Emergency Medical Response, Emergency Medical Technician, Early Childhood Education 1-3, Child Development, Medical Assisting, Health Science Capstone, Personal and Family Finance, Medical Forensics, Nursing Assistant, Exercise Science/Sports Medicine, Surgical Technician, IB Sport, Exercise, and Health Science
  - v. **Science Courses:** Genetics, Human Anatomy
  - vi. **Other Courses:** Psychology, AP Psychology

Elementary – Maturation Instruction			
Campus	Material/Curricula/Speaker Link	25-26 Teacher/Facilitator	Notes:
Bluffdale	<a href="http://www.carrieann.com">www.carrieann.com</a> , The Maturation Lady	Amy Barlow (5 <sup>th</sup> Grade)	5 <sup>th</sup> grade required, (4 <sup>th</sup> and 6 <sup>th</sup> optional) Shown in 5 <sup>th</sup> & 6 <sup>th</sup> grades
Draper	<a href="http://www.carrieann.com">www.carrieann.com</a> , The Maturation Lady	Marissa Heaps (5 <sup>th</sup> Grade)	Shown in 5 <sup>th</sup> grade
Independence	<a href="http://www.carrieann.com">www.carrieann.com</a> , The Maturation Lady	Erin Hughes (5 <sup>th</sup> Grade)	Shown in 5 <sup>th</sup> & 6 <sup>th</sup> grades

Middle School			
Course	Material/Curricula/Speaker Link	25-26 Teacher/Facilitator	Notes:
Draper – Health I	<p><b>Textbook:</b> <a href="#">Essential Health Skills for Middle School, 1<sup>st</sup> Edition (2019)</a> Available for review in person</p> <p><b>Male Reproduction:</b> <a href="https://docs.google.com/presentation/d/13cB8Z">https://docs.google.com/presentation/d/13cB8Z</a></p>	Kim Arminen	<a href="#">Health (7-8) Standards</a>

[DEsDqpXsXCGqIADDJMtwjb77EiR/edit?slide=id.p25#slide=id.p25](https://docs.google.com/presentation/d/0Bz1iHTA0K1DKU1hqNTBNTjIIUTA/edit?resourcekey=0-mMXJFCTIPkf_OJJYDn8ZVQ&slide=id.p1#slide=id.p1)

**Female Reproduction:**

[https://docs.google.com/presentation/d/0Bz1iHTA0K1DKU1hqNTBNTjIIUTA/edit?resourcekey=0-mMXJFCTIPkf\\_OJJYDn8ZVQ&slide=id.p1#slide=id.p1](https://docs.google.com/presentation/d/0Bz1iHTA0K1DKU1hqNTBNTjIIUTA/edit?resourcekey=0-mMXJFCTIPkf_OJJYDn8ZVQ&slide=id.p1#slide=id.p1)

**STD/I Presentation:**

<https://docs.google.com/presentation/d/0Bz1iHTA0K1DKYTIWc0tpRHdCeE/edit?resourcekey=0-oBk1gJ1V7JuB6DJD3aQWQA&slide=id.p1#slide=id.p1>

**Pregnancy & Reproduction:**

<https://docs.google.com/presentation/d/0Bz1iHTA0K1DKTDJ3U1lwZEwwSlk/edit?resourcekey=0-mowxhJYwQAuUg0HIG25ceA&slide=id.p35#slide=id.p35>

**Birth Control**

<https://schools.utah.gov/curr/health/resources>  
Scroll to bottom and click birth control

**Gender**

<https://docs.google.com/presentation/d/0Bz1iHTA0K1DKYnZ2SFRyc2IHbHM/edit?resourcekey=0->

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	<a href="https://www.canva.com/design/DAFzgE3UnYg/v6smEVLZvxKvScp8q84jtA/edit?utm_content=DAFzgE3UnYg&amp;utm_campaign=designshare&amp;utm_medium=link2&amp;utm_source=sharebutton">bEkhIC_12pPdKrcoUtBG3g&amp;slide=id.p5#slide=id.p5</a>		
Independence – Health I	<p>Textbook: <a href="#">Essential Health Skills for Middle School, 1<sup>st</sup> Edition (2019)</a>; Available for review in person</p> <p><b>All Slideshows:</b> <a href="https://www.canva.com/design/DAFzgE3UnYg/v6smEVLZvxKvScp8q84jtA/edit?utm_content=DAFzgE3UnYg&amp;utm_campaign=designshare&amp;utm_medium=link2&amp;utm_source=sharebutton">https://www.canva.com/design/DAFzgE3UnYg/v6smEVLZvxKvScp8q84jtA/edit?utm_content=DAFzgE3UnYg&amp;utm_campaign=designshare&amp;utm_medium=link2&amp;utm_source=sharebutton</a></p> <p><b>Reproductive Conditions:</b> <a href="https://docs.google.com/document/d/1ghdBjgxl7hZgOhg8kdMhCQ_pG8XruPmpSAOvKskiCOQ/edit?usp=sharing">https://docs.google.com/document/d/1ghdBjgxl7hZgOhg8kdMhCQ_pG8XruPmpSAOvKskiCOQ/edit?usp=sharing</a></p>	Brantleigh Bannon	<a href="#">Health (7-8) Standards</a>
Exploring Health Science - MS		Not being taught SY26	

High School			
Course	Material/Curricula/Speaker Link	25-26 Teacher/Facilitator	Notes:
Health II	<p>Textbook: <a href="#">Glencoe Health, 1<sup>st</sup> Edition, (2011)</a>; Available for review in-person</p> <p><a href="#">Unit 3 Lesson 2 Quiz</a>  <a href="#">Unit 3 Lesson 3 Intro to Human Reproduction L2 L3 Quiz Female and Male Reproductive System</a>  <a href="#">L1 Quiz Intro to Human Reproduction</a></p>	Gus Sopena	<a href="#">Health Education (9-12) Standards</a>
Child Development	<p><b>Child Development Standards</b>  <a href="https://www.schools.utah.gov/cte/_cte/strands/ChildDevelopment.pdf">https://www.schools.utah.gov/cte/_cte/strands/ChildDevelopment.pdf</a></p> <p><b>Understanding Human Reproduction:</b>  <a href="https://www.canva.com/design/DAGR-HmrWQA/LilPXKjP9Cw3gjuEwmNWgQ/edit?utm_content=DAGR-HmrWQA&amp;utm_campaign=designshare&amp;utm_medium=link2&amp;utm_source=sharebutton">https://www.canva.com/design/DAGR-HmrWQA/LilPXKjP9Cw3gjuEwmNWgQ/edit?utm_content=DAGR-HmrWQA&amp;utm_campaign=designshare&amp;utm_medium=link2&amp;utm_source=sharebutton</a></p> <p><b>Miracle of Life Video:</b>  <a href="https://www.youtube.com/watch?v=IM2-8se6pp8">https://www.youtube.com/watch?v=IM2-8se6pp8</a></p> <p><b>Strand 1 Presentation:</b>  <a href="https://docs.google.com/presentation/d/17oY4nAgbxP4TC_CkStNTBm0JHFMNCIB8/edit?usp=sharing&amp;oid=102339920353685561058&amp;rtpof=true&amp;sd=true">https://docs.google.com/presentation/d/17oY4nAgbxP4TC_CkStNTBm0JHFMNCIB8/edit?usp=sharing&amp;oid=102339920353685561058&amp;rtpof=true&amp;sd=true</a></p>	Taurie Thomas	<p><a href="https://www.schools.utah.gov/cte/_cte/strands/ChildDevelopment.pdf">https://www.schools.utah.gov/cte/_cte/strands/ChildDevelopment.pdf</a> - Child Development Standards</p> <p>I only teach what the state provides on the standards.</p> <p>These are some resources I use in class. Let me know if you need more information</p>

	<p><b>Miracle of Life - Pregnancy:</b>  <a href="https://drive.google.com/file/d/1oVyvT0LS4Yv7h-hOV2EJFYezCmRl0jc4/view?usp=sharing">https://drive.google.com/file/d/1oVyvT0LS4Yv7h-hOV2EJFYezCmRl0jc4/view?usp=sharing</a></p> <p><b>Labor Notes:</b>  <a href="https://docs.google.com/presentation/d/1jpgOgU775KTEHwISdMPdTyamS352QIKK/edit?usp=sharing&amp;oid=102339920353685561058&amp;rtpof=true&amp;sd=true">https://docs.google.com/presentation/d/1jpgOgU775KTEHwISdMPdTyamS352QIKK/edit?usp=sharing&amp;oid=102339920353685561058&amp;rtpof=true&amp;sd=true</a></p>		
Human Development	<p>I have included the standards I will be sharing with students and highlighted the Sex Ed type topics that need a consent form signature.</p> <p><b>Human Development Standards:</b>  <a href="https://docs.google.com/document/d/1WnPMFRtNVVRF-3mR0VA5Qz6Tbnfng3nT4rEr4p-a86Y/edit?usp=sharing">https://docs.google.com/document/d/1WnPMFRtNVVRF-3mR0VA5Qz6Tbnfng3nT4rEr4p-a86Y/edit?usp=sharing</a></p>	Taurie Thomas	I only teach what is on the standards. I included what the standards are in the first column. I will use a lot of the sex ed material from child development
Health Science, Introduction	<p><b>Health Science (Sex-Ed Related) Folder:</b></p> <ul style="list-style-type: none"> <li>- Sexually Transmitted Diseases</li> <li>- Reproductive System Guided Notes</li> <li>- Reproductive System</li> <li>- Immune System</li> </ul> <p><a href="https://drive.google.com/drive/folders/1YNfyhYioR88Na0oojmWzS0zahUZ2U3rx?usp=sharing">https://drive.google.com/drive/folders/1YNfyhYioR88Na0oojmWzS0zahUZ2U3rx?usp=sharing</a></p> <p><b>Health Science, Introduction Standards</b>  <a href="https://schools.utah.gov/cte/cte/strands/HealthScienceIntroduction.pdf">https://schools.utah.gov/cte/cte/strands/HealthScienceIntroduction.pdf</a></p>	Amber Wolff	This folder contains the PowerPoints and Notes Packets I use to teach this material. For the Immune System PowerPoint: HIV and AIDs are discussed on slides 28-30. Also linked are the state standards for Intro to Health Science.
Medical Anatomy and Physiology	<p><b><u><a href="#">Medical Anatomy and Physiology- Genitourinary System</a></u></b></p>	Marshall	When this document opens it will open in google docs rather

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			than word so the formatting and images will be all messed up.
Psychology	I only teach intro to psychology which is an abbreviated curriculum, and I don't teach anything sex ed related.	Bethani Roberts	<u>Standards Areas:</u> Multiculturalism and Gender, content standards 2.1-2.3 Motivation and Emotion, content standard 2.1
AP Psychology	<p><b>Unit 3.2 Human Development:</b>  <a href="https://docs.google.com/presentation/d/1nn5F7nVrSXAV0FCMLDSgEWsvefdMSipMVGNR6b5mMgg/edit?usp=sharing">https://docs.google.com/presentation/d/1nn5F7nVrSXAV0FCMLDSgEWsvefdMSipMVGNR6b5mMgg/edit?usp=sharing</a></p> <p><b>AP College Board Material:</b>            Particularly slides 19-23  <a href="https://apclassroom.collegeboard.org/30/home?apd=4q2rnck5zg&amp;unit=3">https://apclassroom.collegeboard.org/30/home?apd=4q2rnck5zg&amp;unit=3</a>  <a href="https://apclassroom.collegeboard.org/30/home?apd=v2mw5wiq2f&amp;unit=3">https://apclassroom.collegeboard.org/30/home?apd=v2mw5wiq2f&amp;unit=3</a>  <a href="https://apclassroom.collegeboard.org/30/home?apd=kl9zumdxik&amp;unit=3">https://apclassroom.collegeboard.org/30/home?apd=kl9zumdxik&amp;unit=3</a>  <a href="https://apclassroom.collegeboard.org/30/home?apd=4z5gczb45u&amp;unit=3">https://apclassroom.collegeboard.org/30/home?apd=4z5gczb45u&amp;unit=3</a></p>	Bethani Roberts	<u>Standards Area:</u> 3.6.A. 8
US History & AP US History	<p><b>Suffrage Movement:</b>  <a href="https://docs.google.com/presentation/d/1e0jIwYbGStp2cApXHBix-KbuQKrUcedu/edit?usp=sharing&amp;oid=106528097545849189479&amp;rtpof=true&amp;sd=true">https://docs.google.com/presentation/d/1e0jIwYbGStp2cApXHBix-KbuQKrUcedu/edit?usp=sharing&amp;oid=106528097545849189479&amp;rtpof=true&amp;sd=true</a>            (slide 63, number may change but it will stay at the end)</p> <p><b>Civil Rights, Power, Protest Movements:</b></p>	Rachel Feilbach	Very brief explanation of women's rights to birth control, what roe v wade is, and the rainbow movement promoting gay rights

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	<a href="https://docs.google.com/presentation/d/1GERkQnSM4x2bZSO_BbasRo6PBKaSYiYk/edit?usp=sharing&amp;ouid=106528097545849189479&amp;rtpof=true&amp;sd=true">https://docs.google.com/presentation/d/1GERkQnSM4x2bZSO_BbasRo6PBKaSYiYk/edit?usp=sharing&amp;ouid=106528097545849189479&amp;rtpof=true&amp;sd=true</a> (Slide 21 and 32)		
Medical Terminology		Not being taught SY26	
Medical Anatomy and Physiology, Advanced		Not being taught SY26	
Medical Forensics		Not being taught SY26	
Nursing Assistant		MTEC	
Exercise Science/Sports Medicine		Not being taught SY26	
Genetics – Science		Not being taught SY26	
Human Anatomy - Science		Not being taught SY26	