

Ascent Academies of Utah Board of Directors Meeting



Date: Monday, May 10, 2021

Time: 10:00 AM

Anchor Location: 4179 S. Riverboat Road, STE 170; Salt Lake City, UT 84123

This meeting of the board of directors will be held via teleconference. Members of the public will be accommodated at the anchor location.

Ascent Academies of Utah's network of schools utilizes the Schoolwide Enrichment Model to build a strong educational foundation and to provide an enriching, individualized and varied educational experience to all students.

AGENDA

CALL TO ORDER

CONSENT ITEMS

- March 10, 2021 Board Meeting Minutes
- Conflict of Interest Disclosure

PUBLIC COMMENT (comments will be limited to three minutes)

REPORTS

- Executive Director Report
- Finance Report

TRAINING

- School LAND Trust

VOTING ITEMS

- School LAND Trust Campus Plans
- Teacher and Student Success Act (TSSA) Campus Plans
- Sex Education Instruction Campus Review Committees and Curriculum
- Lehi Campus BrightView Field Dressing Invoice
- West Valley Campus Playground Invoice
- Award Child Nutrition Program (CNP) RFP and Vendor Agreement
- Helpside Professional Employer Agreement

CLOSED SESSION

- Closed Session to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(I)(a).

CALENDARING

- Schedule Annual June Board Meeting
- 2021-2022 Board Meeting Schedule

ADJOURN

Ascent Academies of Utah Board of Directors Meeting



Date: Wednesday, March 10, 2021

Location: This meeting was held via Zoom.

[Allowable Under: Executive Order Suspending the Enforcement of Provisions of Utah Code §§ 52-4-202 and 52-4-207, and Related State Agency Orders, Rules, and Regulations, Due to Infectious Disease COVID-19 Novel Coronavirus]

Board Members Present: Tyler Schvaneveldt, Jim Horton, Mike Greenhalgh

Board Members Excused: Mike Ostermiller, Stuart Adams

Others in Attendance: Wade Glathar, Kara Finley, Cole Arnold, Brandon Fairbanks

Ascent Academies of Utah's network of schools utilizes the Schoolwide Enrichment Model to build a strong educational foundation and to provide an enriching, individualized and varied educational experience to all students.

MINUTES

CALL TO ORDER

- Jim Horton called the board meeting to order at 1:01 PM.

CONSENT ITEMS

- **March 1, 2021 Board Meeting Minutes**
Mike Greenhalgh made a motion to approve the March 1, 2021 Board Meeting Minutes; Tyler Schvaneveldt seconded. Motion passed unanimously; the votes were as follows:
 - *Tyler Schvaneveldt – AYE*
 - *Jim Horton – AYE*
 - *Mike Greenhalgh – AYE*

VOTING ITEMS

- **ETS Technology Purchases and Labor**
Wade Glathar reviewed the quotes received from ETS for technology so individual campus and network needs can be met for the upcoming school year. Funding for the technology purchases will come from grants, E-Rate, School LAND Trust, and the school budget. The uses and needs for the technology were outlined. The purchasing and disbursement policy limits were clarified. The funding from the School LAND Trust Program and how schools' benefit was explained. All funding sources and grants are included on the monthly financial reports and individual program funds are tracked based on program guidelines.

Mike Greenhalgh made a motion to approve the ETS Technology Purchases and Labor Costs as outlined; Tyler Schvaneveldt seconded. Motion passed unanimously; the votes were as follows:

- *Tyler Schvaneveldt – AYE*
- *Jim Horton – AYE*
- *Mike Greenhalgh – AYE*

ADJOURN

- *Tyler Schvaneveldt made a motion to adjourn the board meeting. Motion passed unanimously; the votes were as follows:*

- *Tyler Schvaneveldt – AYE*
- *Jim Horton – AYE*
- *Mike Greenhalgh – AYE*

Board meeting adjourned at 1:11 PM.

CONFLICT OF INTEREST DISCLOSURE FORM

Name: Mike Greenhalgh

The purpose of this form is to disclose any actual or apparent conflicts of interest in accordance with Ascent Academies of Utah's Conflict of Interest Policy and applicable laws, rules and regulations which require board members to disclose conflicts of interest.

Description of Conflict of Interest:

While I disclosed this information during the application process, I would like to submit this Conflict of Interest Disclosure Form in accordance with Ascent Academies' Conflict of Interest Policy.

I am the Executive Vice President and Chief Financial Officer of EMI Health. EMI provides health insurance benefits to organizations across the country. One such organization is Helpside. Helpside is a professional employer organization ("PEO") that offers EMI's health benefits to its clients.

Ascent Academies of Utah has a contractual relationship with Helpside to provide human resources, employee benefits, and payroll services through a PEO structure. To the extent my employer benefits from providing insurance to Helpside clients, I would like to disclose this relationship to the board in an effort to: (i) comply with applicable board policy and rule; and (ii) provide the board with an opportunity to discuss the potential conflict and determine appropriate measures to protect Ascent Academies' interests.

I have completed this form to the best of my knowledge and belief. I will not participate in the selection, award or administration of any award or program related the conflict of interest described herein. Except to provide clarification on the conflict of interest described above, I will abstain from voting and be absent from the portion of any meeting where issues involving the subject matter of this conflict of interest are discussed, reviewed, or voted upon.


Signature 3/24/21
Date

MICHAEL GREENHALGH
Print Name

Director's Report May 2021

Enrollment Update

As of 5-5-21, we have 59 more students registered for next year than we have this year. Lehi, West Jordan, and West Valley each have more students registered for next year than they have today. Farmington saw an increase of about 75 students when Davis District was not 5 days/week, but now that Davis District is back to 5 days/week, some of those students will be leaving Ascent, so the Farmington number for next year is not an increase over their number today. We expect some more fluctuation in numbers, but enrollment is looking strong for next year. That said, we do have capacity in Lehi, Farmington, and West Valley before we reach our pre-COVID enrollment number of 2019-2020.

Accreditation

Thank you for your support and involvement in our recent Accreditation Review during the visit from the Cognia team. Ascent received a 5-year Accreditation and all 4 campuses are now under the same Systems Accreditation – the first charter school Systems Accreditation in Utah! When Saratoga Springs opens, it will be automatically put under our Systems Accreditation and not need to do its own. They were particularly impressed with (from their written report): Ascent Leadership, Ascent Board, LAND Trust Committees, monitoring and supervision of campuses, strategic planning, management of resources, Ascent teamwork & collaboration, the alignment of Ascent practice to Ascent mission, individualized student instruction, & our focus on professional development. Areas for growth (from their written report): formalized teacher induction program, analysis & application of student data collected, application of teacher observation data collected, analysis of impact of professional development, formalize PLCs and teacher coaching cycles, & analysis of impact of counselors and social workers. We will be taking their feedback on growth and formalizing a few goals (to align with other goals we may already have) and then report progress toward those goals to Cognia over the next 5 years.

**Ascent Academies of Utah
Statement of Financial Position
As of April 30, 2021**

| | 07/01/2020 Through 04/30/2021 | Year Ending 06/30/2020 |
|--|--|-----------------------------------|
| | Actual | Actual |
| Assets & Other Debits | | |
| Current Assets | | |
| Operating Cash | 2,667,686 | 3,855,076 |
| Accounts Receivables | (80,534) | 878,661 |
| Other Current Assets | 204,006 | 196,618 |
| Total Current Assets | <u>2,791,158</u> | <u>4,930,355</u> |
| Restricted Cash | <u>329,545</u> | <u>289,108</u> |
| Net Assets | | |
| Fixed Assets | 47,947,479 | 47,947,478 |
| Depreciation | <u>(4,388,887)</u> | <u>(4,388,887)</u> |
| Total Net Assets | <u>43,558,592</u> | <u>43,558,591</u> |
| Total Assets & Other Debits | <u>46,679,295</u> | <u>48,778,054</u> |
| Liabilities & Fund Equity | | |
| Current Liabilities | <u>130,302</u> | <u>1,105,537</u> |
| Long-Term Liabilities | <u>45,324,423</u> | <u>45,324,422</u> |
| Fund Balance | <u>2,348,095</u> | <u>3,493,117</u> |
| Net Income | <u>(1,123,525)</u> | <u>(1,145,022)</u> |
| Total Liabilities & Fund Equity | <u>46,679,295</u> | <u>48,778,054</u> |

**Ascent Academies of Utah
Statement of Activities
As of April 30, 2021**

| | Annual June 30, 2021 | Year-to-Date April 30, 2021 | |
|-------------------------------|-------------------------|--------------------------------|---------------------------|
| | Budget | Actual | % of Budget |
| Net Income | | | |
| Income | | | |
| Revenue From Local Sources | 1,746,847 | 840,330 | 48.1 % |
| Revenue From State Sources | 19,933,338 | 16,517,071 | 82.9 % |
| Revenue From Federal Sources | 954,210 | 959,566 | 100.6 % |
| Total Income | <u>22,634,395</u> | <u>18,316,967</u> | <u>80.9 %</u> |
| Expenses | | | |
| Instruction/Salaries | 11,179,332 | 9,049,054 | 80.9 % |
| Employee Benefits | 3,110,121 | 2,761,998 | 88.8 % |
| Purchased Prof & Tech Serv | 2,011,396 | 1,523,824 | 75.8 % |
| Purchased Property Services | 608,699 | 581,978 | 95.6 % |
| Other Purchased Services | 357,326 | 174,490 | 48.8 % |
| Supplies & Materials | 1,680,277 | 2,126,439 | 126.6 % |
| Property | 17,000 | 186,881 | 1,099.3 % |
| Debt Services & Miscellaneous | 3,568,300 | 3,192,880 | 89.5 % |
| Total Expenses | <u>22,532,451</u> | <u>19,597,544</u> | <u>87.0 %</u> |
| Total Net Income | <u>101,944</u> | <u>(1,280,577)</u> | <u>(1,256.2) %</u> |

SCHOOL LAND TRUST TRAINING

Governing boards are required to complete training annually before School LAND Trust plans are approved.

- Board president shall ensure that members of the governing board are provided with annual training on the requirements of 53F-2-404 (53F-2-404(10)).
- The governing board must ensure that members of the charter trust land council receive training on the requirements of this section (R277-477-3(3)(c), 53G-7-1203(3)(b)).

The accompanying handouts and the following link to the short video can assist with the required training: <https://youtu.be/waQYwIWCAyI>

Please complete the training prior to your board meeting and bring any questions you may have regarding the program and proposed plans.

Leading School Community Councils: Responsibilities of Local School Boards

LAND Trust Plan Approval Guidelines

A LAND Trust Plan must have at least one goal and all goals must be academic and student focused. Goals with the same measurements may be combined. The district may choose to limit the number of goals. Too many goals may make implementation and reporting more difficult.

- Does the plan address the academic priorities of the board? Will plan expenditures have a direct impact on the instruction of students in math, science, language arts, or other board priorities? If other core subjects are addressed, has the school demonstrated appropriate progress in the above areas?
- Is the goal measurable, student-focused, and academic?
- Does each goal clearly address a school's greatest academic need, enhance and improve academic excellence at the school, and implement a component of the school's teacher and student success plan?
- Is it apparent that the goals have been written to address an academic need identified through a data review, including an action plan to implement the goal?
- Goals must include a measurement to evaluate progress towards the goal. Does each goal specify measurable outcomes and how the council will monitor progress towards achieving the goal?
- If behavioral interventions are included as part of a measurable academic goal, is it clear how they are a necessary component of the action plan?
- Are each of the action plan steps mirrored in the expenditure list?
- Components of academic goals that incorporate digital citizenship training and/or safety principles as a component of the action plan, may not exceed a total of \$7,000 for a single plan.
- School LAND Trust funds should benefit the students the same year they are allotted.
- Schools may carryover up to 10% of funds. Carryover greater than 10% requires explanation and local board approval. Will this school have carryover? Is it under 10%? If the plan has a large carry-over without a valid reason, the goals and expenditures should be reconsidered and edited to spend the funds for the upcoming year students.
- All expenditures must be accounted for in each goal. Are expenditures specifically identified in the action plan?
- The signature page is designed to show school boards that council members are participating in the development of the School LAND Trust plan. Signature pages include the language, *"I fully participated in the development and creation of my School LAND Trust Plan."* Does a signature page accompany the LAND Trust Plan?

School LAND Trust Program - Appropriate Expenditures

February 2021

The requirements of the School LAND Trust Program have changed over time as distributions have increased and emerging student needs are identified. We have provided the current Utah State Code and State Board Rule defining appropriate expenditures with funds from the School LAND Trust program. All expenditure discussions should begin by defining a school's most critical academic need by reviewing school-wide assessment data. The council then makes a goal for measurable student improvement and makes plans to expend funds on allowable research-based programs and interventions to meet the goal. Positive behavioral interventions are no longer limited to \$7,000 and must be used as a strategy to meet an academic goal.

[Utah Code 53G-7-1206](#) School LAND Trust Program

4(a) A council shall create a program to use its allocation...to implement a component of the school's (Teacher and Student) success plan, including:

- (i) The school's identified most critical academic needs;
- (ii) A recommended course of action to meet the identified academic needs;
- (iii) A specific listing of any programs, practices, materials, or equipment which the school will need to implement a component of its school improvement plan to have a direct impact on the instruction of students and result in measurable increased student performance; and
- (iv) How the school intends to spend its allocation of funds under this section to enhance or improve academic excellence at the school.

[State Board Rule R277-477-4](#) Appropriate Use of School LAND Trust Program Funds

(1) Parents, teachers, and the principal, in collaboration with an approving entity, shall review school-wide assessment data annually and use School LAND Trust Program funds in data-driven and evidence-based ways to improve educational outcomes, consistent with the academic goals of the school's teacher and student success plan (success plan) framework under Subsection 53G-7-1304(1)(a) and the priorities of the LEA governing board, including:

- (a) strategies that are measurable and show academic outcomes with multi-tiered systems of support; and
- (b) counselors and educators working with students and families on academic and behavioral issues when a direct impact on academic achievement can be measured.

(2) A school's School LAND Trust Program expenditures shall have a direct impact on the instruction of students in the particular school's areas of most critical academic need and consistent with the academic priorities of the LEA's governing board:

- (a) to increase achievement in:
 - (i) English;

- (ii) language arts;
- (iii) mathematics; and
- (iv) science; and
- (b) for high schools to:
 - (i) increase graduation rates; and
 - (ii) promote college and career readiness.

(3) A school may not use School LAND Trust Program funds for the following:

- (a) costs related to district or school administration, including accreditation;
- (b) expenses for:
 - (i) construction;
 - (ii) maintenance;
 - (iii) facilities;
 - (iv) overhead;
 - (v) furniture;
 - (vi) security; or
 - (vii) athletics; or
- (c) expenses for non-academic in-school, co-curricular, or extracurricular activities.

(4) A school that demonstrates appropriate progress and achievement consistent with the academic priorities of the LEA governing board outlined in Subsection (2) may request local board approval of a plan to address other academic goals if the plan includes:

- (a) how the goal is in accordance with the core standards established in Rule R277-700
- (b) how the action plan for the goal is:
 - (i) data driven;
 - (ii) evidence based; and
 - (iii) has a direct impact on the instruction of students consistent with Subsections (1) and (2);
- (c) the data driving the decision to spend School LAND Trust funds for academic needs outlined in this Subsection (4); and
- (d) the anticipated data source the school will use to measure progress.

(5) A council may budget and spend no more than \$7,000 for an academic goal or component of an academic goal than incorporates any combination of the following:

- (a) digital citizenship training under Subsection 53G-7-1202(3)(a)(iii); or
- (b) safety principles consistent with Subsection 53G-7-1202(1)(d)

(6) A school district or local school board may not require a council or school to spend the school's School LAND Trust Program funds on a specific use or set of uses.

(7) Student incentives implemented as part of an academic goal in the School LAND Trust Program may not exceed \$2 per awarded student in an academic school year.

LEADING TRUST LAND COUNCILS:

RESPONSIBILITIES OF GOVERNING BOARDS

Karen Rupp

School Children's Trust

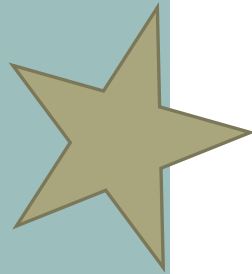
Utah State Board of Education

February 2021

ROLE OF GOVERNING BOARDS

Governing Boards are the adjudicator and protector of these funds that are intended to benefit the public-school children of Utah in perpetuity.

GOVERNING BOARD RESPONSIBILITIES IN CODE AND RULE



Training provided for all Trust Land Council members and Board Members

Read and approve School LAND Trust plan

Assure compliance with state law and board rules

Provide information & data to councils so they may complete their work

Ensure councils have a Digital Citizenship and School Safety Plan

Funds are received and spent according to the approved School to LAND Trust Plan

Approve election timelines

Review Final Reports - Board or staff reviews and reports to Board.

PLAN APPROVAL

The Governing Board should make sure that the money is being spent to meet critical academic needs, and that it directly impacts the instruction of students and improves academic excellence.

R277-477

(11)(a) Prior to approving a plan, an approving entity shall review a School LAND Trust plan under the approving entity's purview to confirm that a School LAND Trust plan contains:

- (i) academic goals;
- (ii) specific steps to meet the academic goals described in Subsection (11)(a)(i);
- (iii) measurements to assess improvement; and
- (iv) specific expenditures focused on student academic improvement needed to implement plan goals.

LEA TIMELINE 20-21



NOW MARCH
5 - 26

- Final Report for prior year with UPEFS data imported

AVAILABLE
MARCH 19

- Charters Plan – ~~April 1st~~ Extended to May 1st
Upcoming plans must be completed, approved and ready for USBE School Children’s Trust review for compliance

Utah State Board of Education
School Children's Trust Section

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www.schools.Utah.gov/SchoolLANDTrust

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Ascent Academies 2021-2022 School LAND Trust Plans Summary

Lehi Campus

approximately \$75,174 allocated for the 2021-2022 school year. The committee voted to use the funds for the following:

- purchase additional student laptops and carts to replace end-of-life devices
- purchase a collection of leveled reading books for a take-home leveled library, teacher resource library, school library, or learning library
- provide teachers with SEM professional development

These purchases support the goals for 2021-2022 to increase math, language arts & science proficiency in students.

West Jordan Campus

approximately \$100,399 allocated for the 2021-2022 school year. The committee voted to use the funds for the following:

- purchase two iPad carts
- purchase BrainPop as a supplementary learning program
- provide funds to teachers for teacher-selected training and professional development or teacher-selected curricular materials (science, social studies, math, reading) (application process)
- purchase behavior and culture incentives and rewards for students as needed
- purchase Kagan Engagement Professional Development and supplies, including teacher stipends for those attending the training

These purchases support the goals for 2021-2022 to increase math, language arts & science proficiency in students.

Farmington Campus

approximately \$57,422 allocated for the 2021-2022 school year. The committee voted to use the funds for the following:

- hire two part-time reading aides to provide reading intervention to students as needed
- purchase Chromebook laptops and one mobile cart for online science, math and reading programs
- purchase grade-level math intervention programs

These purchases support the goals for 2021-2022 to increase math and language arts proficiency in students.

West Valley Campus -

approximately \$58,764 allocated for the 2021-2022 school year. The committee voted to use the funds for the following:

- fund one full-time reading specialist to provide reading intervention to students and supervise reading aides as needed
- fund one full-time math specialist to provide reading intervention to students and supervise math aides as needed

These purchases support the goals for 2021-2022 to increase math and language arts proficiency in students.

Amendment to the 2020-2021 LAND Trust Plan for Farmington

Funds were originally allocated (\$5,200) to send 2 teachers to Confratute. Confratute has since been cancelled. Our LAND Trust committee chose to reallocate the funds to purchase more Chromebook laptops for student use.

Amendment to the 2020-2021 LAND Trust Plan for Lehi

Funds were originally allocated (\$10,000) to send 4 teachers to Confratute. Confratute has since been cancelled. Our LAND Trust committee chose to reallocate \$3000 to expand our Teacher Resource Library. The remaining \$7000 will be rolled over to the 2021-2022 school year to go towards replacing technology that i s expiring before the 2022-2023 school year.

**Ascent Academies of Utah
Farmington Campus**

Teacher and Student Success Plan

School Year: 2021 – 2022

Date Board Student Success Framework Approved: June 17, 2019

Date Teacher and Student Success Plan Approved:

General Information – In accordance with the Student Success Framework approved by the Board, the school’s administration will create a Teacher and Student Success Plan designed to improve the school’s performance under the state’s accountability system. Teacher and Student Success Act (TSSA) goals align with the school’s School LAND Trust Plan and will provide additional support for positive school outcomes. The Plan will be submitted to the school’s Board for approval. The Board will annually review the Plan submitted and related outcomes. The Board will use its best efforts to complete the approval process by June 30 each year. The School LAND Trust Committee will select a component of the approved plan to address within the School LAND Trust Plan.

Goals based on School Needs

1. Students in grades 4-8 will increase proficiency scores on year-end state summative science assessments by a minimum of 2% as compared to the previous years’ proficiency scores.
2. Students in grades 1-3 will increase proficiency scores on year-end state summative reading assessments (Acadience Reading assessment) by a minimum of 2% as compared to the previous years’ proficiency scores.

Measurement

1. Goal 1 as measured by year-end state summative tests.
2. Goal 2 as measured by year-end state summative test (Acadience Reading assessment).

Action Steps

- Administration will provide teachers and/or staff with professional learning opportunities and collaboration time to implement data-based decision making.
- Teachers will use data in collaborative teams to create instructional opportunities for students, implement data-driven instructional decisions, and coordinate intervention and differentiation strategies for students.
- Students will take year-end state summative tests in language arts and science

Budget

25% of the TSSA fund will be used for professional learning activities.

25% of the TSSA fund will be used for teacher salaries, stipends and/or bonuses.

50% of the TSSA funds will be used for augmentation of existing programs.

**Ascent Academies of Utah
Lehi Campus**

Teacher and Student Success Plan

School Year: 2021 – 2022

Date Board Student Success Framework Approved: June 17, 2019

Date Teacher and Student Success Plan Approved:

General Information – In accordance with the Student Success Framework approved by the Board, the school’s administration will create a Teacher and Student Success Plan designed to improve the school’s performance under the state’s accountability system. Teacher and Student Success Act (TSSA) goals align with the school’s School LAND Trust Plan and will provide additional support for positive school outcomes. The Plan will be submitted to the school’s Board for approval. The Board will annually review the Plan submitted and related outcomes. The Board will use its best efforts to complete the approval process by June 30 each year. The School LAND Trust Committee will select a component of the approved plan to address within the School LAND Trust Plan.

Sample Goals based on School Needs

1. Students in grades 4-8 will increase proficiency scores on year-end state summative math & science assessments by a minimum of 2% as compared to the previous years’ proficiency scores.
2. Students in grades 1-3 will increase proficiency scores on year-end state summative reading assessments (Acadience Reading assessment) by a minimum of 2% as compared to the previous years’ proficiency scores.

Sample Measurement

1. Goal 1 as measured by year-end state summative tests.
2. Goal 2 as measured by year-end state summative test (Acadience Reading assessment).

Sample Action Steps

- Administration will provide teachers and/or staff with professional learning opportunities and collaboration time to implement data-based decision making.
- Teachers will use data in collaborative teams to create instructional opportunities for students, implement data-driven instructional decisions, and coordinate intervention and differentiation strategies for students.
- Students will take year-end state summative tests in language arts, math, and science.

Sample Budget

25% of the TSSA fund will be used for professional learning activities.

25% of the TSSA fund will be used for teacher salaries, stipends and/or bonuses.

50% of the TSSA funds will be used for augmentation of existing programs.

**Ascent Academies of Utah
West Jordan Campus**

Teacher and Student Success Plan

School Year: 2021 – 2022

Date Board Student Success Framework Approved: June 17, 2019

Date Teacher and Student Success Plan Approved:

General Information – In accordance with the Student Success Framework approved by the Board, the school’s administration will create a Teacher and Student Success Plan designed to improve the school’s performance under the state’s accountability system. Teacher and Student Success Act (TSSA) goals align with the school’s School LAND Trust Plan and will provide additional support for positive school outcomes. The Plan will be submitted to the school’s Board for approval. The Board will annually review the Plan submitted and related outcomes. The Board will use its best efforts to complete the approval process by June 30 each year. The School LAND Trust Committee will select a component of the approved plan to address within the School LAND Trust Plan.

Sample Goals based on School Needs

1. Students in grades 4-8 will increase proficiency scores on year-end state summative math & science assessments by a minimum of 2% as compared to the previous years’ proficiency scores.
2. Students in grades 1-3 will increase proficiency scores on year-end state summative reading assessments (Acadience Reading assessment) by a minimum of 2% as compared to the previous years’ proficiency scores.

Sample Measurement

1. Goal 1 as measured by year-end state summative tests.
2. Goal 2 as measured by year-end state summative test (Acadience Reading assessment).

Sample Action Steps

- Administration will provide teachers and/or staff with professional learning opportunities and collaboration time to implement data-based decision making.
- Teachers will use data in collaborative teams to create instructional opportunities for students, implement data-driven instructional decisions, and coordinate intervention and differentiation strategies for students.
- Students will take year-end state summative tests in language arts, math, and science.

Sample Budget

25% of the TSSA fund will be used for professional learning activities.

25% of the TSSA fund will be used for teacher salaries, stipends and/or bonuses.

50% of the TSSA funds will be used for augmentation of existing programs.

**Ascent Academies of Utah
West Valley Campus**

Teacher and Student Success Plan

School Year: 2021 – 2022

Date Board Student Success Framework Approved: June 17, 2019

Date Teacher and Student Success Plan Approved:

General Information – In accordance with the Student Success Framework approved by the Board, the school’s administration will create a Teacher and Student Success Plan designed to improve the school’s performance under the state’s accountability system. Teacher and Student Success Act (TSSA) goals align with the school’s School LAND Trust Plan and will provide additional support for positive school outcomes. The Plan will be submitted to the school’s Board for approval. The Board will annually review the Plan submitted and related outcomes. The Board will use its best efforts to complete the approval process by June 30 each year. The School LAND Trust Committee will select a component of the approved plan to address within the School LAND Trust Plan.

Sample Goals based on School Needs

1. Students in grades 4-6 will increase proficiency scores on year-end state summative math assessments by a minimum of 2% as compared to the previous years’ proficiency scores.
2. Students in grades 1-3 will increase proficiency scores on year-end state summative reading assessments (Acadience Reading assessment) by a minimum of 2% as compared to the previous years’ proficiency scores.

Sample Measurement

1. Goal 1 as measured by year-end state summative tests.
2. Goal 2 as measured by year-end state summative test (Acadience Reading assessment).

Sample Action Steps

- Administration will provide teachers and/or staff with professional learning opportunities and collaboration time to implement data-based decision making.
- Teachers will use data in collaborative teams to create instructional opportunities for students, implement data-driven instructional decisions, and coordinate intervention and differentiation strategies for students.
- Students will take year-end state summative tests in language arts and math.

Sample Budget

25% of the TSSA fund will be used for professional learning activities.

25% of the TSSA fund will be used for teacher salaries, stipends and/or bonuses.

50% of the TSSA funds will be used for augmentation of existing programs.

SEX EDUCATION PROPOSALS FOR 2021-2022

Ascent Farmington

Proposed 8th grade plan:

- lessons to be taught March 2022
- lessons to be taught from the text: Glencoe Teen Health Course #3
- ISBN: 987-0-07-877450-8
- <http://www.glencoe.com/sec/health/th32005/index.php/ut>
- Milyssa Burgener, Health Teacher will teach material

Proposed 5th Grade plan:

- program in April 2022
- Send videos to parents to preview, and also send permission slips for parents to sign to receive instruction at school. <https://www.davis.k12.ut.us/fs/resource-manager/view/124126e2-48e2-40f7-9b29-3f36191d135d>
- <https://www.davis.k12.ut.us/fs/resource-manager/view/59ae3fb6-d233-48f8-863a-afc37259f944>
- Presentation will be the videos provided by our nurse or State trained personnel.

Committee Members:

Milyssa Burgener —Health Teacher
Clayton Reid—Principal
Chelsea Goff---Parent
Brooke Caldwell—Parent
Marita Anderson—Counselor

Ascent West Jordan

Proposed 8th grade plan:

- lessons to be taught May 2022
- lessons to be taught from the Utah State Standards & guidebook found on the USBE website
- Mr. Bushman PE/Health Teacher will teach material, and has completed the State training.

Proposed 5th Grade plan:

- program in March 2022 (separate for boys and girls)
- Send videos to parents to preview, and also send permission slips for parents to sign to receive instruction at school. <https://www.davis.k12.ut.us/fs/resource-manager/view/124126e2-48e2-40f7-9b29-3f36191d135d>
- <https://www.davis.k12.ut.us/fs/resource-manager/view/59ae3fb6-d233-48f8-863a-afc37259f944>
- Presentation will be the videos provided by our nurse or State trained personnel.

Additional Trainings

- Parents requested a sexual harassment training for 5th and 6th graders.
- Parents will receive an outline of information that may be shared with the class or grade receiving information, and will sign a parent permission form if they agree to the training. Content will match State approved health training. Students who will not receive the training may participate in a short alternate activity.
- Anyone providing the training will have completed the State Sex Education Law and Policy Training: <https://usbe.instructure.com/enroll/DENYGB>

Committee Members:

Brandon Bushman—Health Teacher

Crystal Thomas—Principal

Ben Whitworth—Parent

Amy Clawson—Parent

Ascent Lehi

Proposed 8th grade plan:

- lessons to be taught April/May 2022
- lessons to be taught from the Utah State Standards & guidebook found on the USBE website
- Jr High PE/Health Teacher, Wayne Gold, will teach material and he has been State trained

Proposed 5th Grade plan:

- program held March 2022 (separate for boys and girls)
- Send videos to parents to preview, and also send permission slips for parents to sign to receive instruction at school. <https://www.davis.k12.ut.us/fs/resource-manager/view/124126e2-48e2-40f7-9b29-3f36191d135d>
- <https://www.davis.k12.ut.us/fs/resource-manager/view/59ae3fb6-d233-48f8-863a-afc37259f944>
- Presentation will be the videos provided by our nurse or State trained personnel.

Committee Members:

Wayne Gold--Health Teacher

Tricia Remington—Principal

Devani Emery—Parent

Denise Hone—Parent

Ascent West Valley

Proposed 5th & 6th Grade maturation plan:

- program held March 2022 (separate for boys and girls)
- Send videos to parents to preview, and also send permission slips for parents to sign to receive instruction at school. <https://www.davis.k12.ut.us/fs/resource-manager/view/124126e2-48e2-40f7-9b29-3f36191d135d>

- <https://www.davis.k12.ut.us/fs/resource-manager/view/59ae3fb6-d233-48f8-863a-afc37259f944>
- Presentation will be the videos provided by our nurse or State trained personnel.

Committee members:

Larkyn South- Parent

Stefanie Sorensen- Parent

Kathy Banks- Counselor

Celina Jacobson- Principal

Proposal for Extra Work at Ascent Academy of Utah Lehi C

| | | | |
|---------------------|--------------------------------|-----------------|--|
| Property Name | Ascent Academy of Utah Lehi C | Contact | Wade Glather |
| Property Address | 2199 W 900 N Lehi, UT 84043 | To | Ascent Academy of Utah Lehi Campus |
| | | Billing Address | c/o Academica West 290 N Flint St Ste A Kaysville, UT 84037 |
| Project Name | Ascent Academy in Lehi | | |
| Project Description | Top Dress the playing field | | |

Scope of Work

| QTY | UoM/Size | Material/Description |
|------|----------|-------------------------------|
| 1.00 | LUMP SUM | Top Dress the playing field |
| 8.00 | HOUR | Labor Mark heads for aerating |

For internal use only

SO#
JOB# 400500210
Service Line 130

Total Price \$26,253.82

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
4112 S. 500 W., Murray, UT 84202 phone (801) 561-7541 fax (801) 561-0137

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law; and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Property Manager

Signature

Title

Wade Glather

March 25, 2021

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Associate Production Man.

Signature

Title

Lynn E. Yoder

March 25, 2021

Printed Name

Date

Job #: 400500210 Proposed Price: \$26,253.82

SO #

656 East 100 South
 Kaysville, UT 84037
 Factory Direct
 Phone: 801-647-0919
 Email: surfacingguy@gmail.com

Customer / Billing Address

Shipping Address - Same unless indicated below

| |
|-------------------------------|
| Ascent Academy |
| 5685 S Cilma Drive |
| West Valley, UT 84119 |
| Ms Allred |
| Phone 801-685-0228 Email |

| |
|---|
| Same |
| |
| |
| |
| Shipping Contact: Phone: |

| ITEM | TurfingZion Description | SQFT | UNIT PRICE | AMOUNT |
|--|---|------|--------------------|-------------------|
| SP943 | Sports Play Premium turf 50x50 playground 1 3/4 height | 2500 | \$3.76 | \$9,400.00 |
| TF | with Turfalizer Anti bacterial infill sand, etc 2500 sq ft pricing State Approved Artificial Grass | | | |
| PAD 8 | 8 foot Fall Height Exclusive pad 2.25 inch | 2500 | \$2.49 | \$6,225.00 |
| MTR | Material etc for install rock, trek, nails, sub labor, seams, etc. | 2500 | \$4.65 | \$2,374.35 |
| INST | Installation etc | 2500 | \$1.05 | \$2,625.00 |
| REMAL | Removal of existing wood chip (option of School doing removal as we discussed) | 2500 | \$1.00 | \$2,500.00 |
| | | | | |
| | | | FREIGHT | \$4,190.00 |
| Cost per square foot very low at \$10.93 UTAH SALES TAX EXEMPTION FORM MUST BE PROVIDED AT TIME OF ORDER OR SALES TAX WILL APPLY. No terms Cash upon order. Turf Industry Standard Payment terms NEW FREIGHT and I took some off my commission Please pay balance due immediately after installation | | | SUB-TOTAL | \$27,314.35 |
| | | | SALES TAX | Exempt |
| | | | Down Payment | \$24,689.35 |
| | | | BALANCE DUE | \$2,625.00 |

8 year part and labor limited warrantee - with cool technology for 30% cooler feel

| Date | Questions call: | Expires |
|-------------|--|--------------|
| May 3, 2021 | Charlie English Cell phone: 801-647-0919 | May 10, 2021 |

TERMS AND CONDITIONS OF THIS QUOTE AND CONTRACT:
 * Balance due at completion of installation.. All payments are due at Seller's address in Kaysville, Utah as shown above. A finance charge of 2.0 % per month will be charged on any unpaid balance which becomes past due with a minimum late fee charge of \$25.00. Buyer agrees to pay reasonable attorney fees and collection expenses for the collection of any balance due under this agreement. This applies to all customers unless otherwise agreed to in writing previous to the contract.
 * SALES TAX WILL BE CHARGED UNLESS BUYER PROVIDES A COPY OF THE TAX EXEMPTION CERTIFICATE WHEN PLACING THE ORDER. DISCOUNTS ARE VALID ONLY WHEN INVOICES ARE PAID WITHIN TERMS.

Please make check payable to TurfNzion

We Appreciate Your Business

ASCENT ACADEMIES OF UTAH
JUSTIFICATION STATEMENT
CNP SERVICES PROVIDER

Background Information

Ascent Academies of Utah (the “School”) published an RFP for a CNP Services Provider from April 9, 2021 to May 7, 2021. The School received one proposal from Lunch Pro, LLC.

Evaluation

The Evaluation Committee was comprised of the following three individuals: Wade Glathar, Janice Newton, Karen Johnson, and Clayton Reid. The Evaluation Committee met on May 10, 2021 to evaluate and score each proposal. No member of the Evaluation Committee had a conflict of interest with the Offeror. The Evaluation Committee scored the proposals as a group consensus based on the following criteria: Experience & References (20 points available based on the offeror’s experience in providing the services contained in the RFP and based on the quality of the offeror’s references); On-site Manager (20 points available based on the offeror’s proposal for on-site management); Menu & Portion Size (15 points available based on the offeror’s proposed menu, including portion size); Promotion of School Food Service Program (10 points available based on the offeror’s proposal for promotion of the program); Involvement of Students, Staff, and Patrons (5 points available based on the offeror’s plan to involve stakeholders); and Cost (30 points available based on the offeror’s pricing).

The Evaluation Committee scored the proposal submitted by Lunch Pro, LLC based upon the criteria set forth in the RFP and determined the following: (i) the proposal from Lunch Pro, LLC met the minimum requirements of the RFP; (ii) the pricing and terms contained in the Lunch Pro, LLC proposal are reasonable; and (iii) acceptance of the proposal is in the best interest of the School.

Award Recommendation

The Lunch Pro, LLC proposal received 94 out of 100 points. There were no other proposals. The Evaluation Committee determined that it would be in the School’s best interest to accept Lunch Pro’s proposal. Accordingly, the Evaluation Committee made a recommendation to award the contract to Lunch Pro, LLC.



Professional Employer Agreement

This Professional Employer Agreement (the "Agreement") is made by and between HELPSIDE INC, a Utah corporation, ("Helpside"), located at 395 West 600 North, Lindon, Utah 84042 and _____ located at _____ ("Client"), effective as of the ____ day of _____, 20__ (the "Effective Date").

I. Nature of Professional Employer Agreement

This Agreement establishes an ongoing (not temporary or project-specific) co-employer employment arrangement between Helpside and Client in compliance with Utah Code § 31A-40-101, *et seq.* (the "PEO Act"). Client shall retain those responsibilities pertaining to the operation of the core elements of Client's business, including the selection and hiring of covered employees and direct supervision of the working conditions and day-to-day activities performed by the "covered employees" (as defined by Utah Code § 31A-40-102). Helpside shall assume the duties and liabilities only as expressly set forth herein, in accordance with Utah Code § 31A-40-202(4). Helpside has no responsibility for Client employees who are not Covered Employees, or for any other non-covered worker or contractor providing services for Client.

The parties acknowledge the separate Helpside Terms of Use that is part of Helpside's online portal and similar electronic aspects of their contractual relationship. All such Terms of Use, as may be updated and modified from time to time, are incorporated into this Agreement as if expressly contained herein.

II. Term of Agreement

The term of this Agreement shall begin on the Effective Date, contingent upon Client having completed all required onboarding documentation including, a Form W-4 and Form I-9 for each Covered Employee and Client processing and paying for its first payroll (Helpside undertakes no obligations until these contingencies are met). The term of this Agreement shall continue until termination pursuant to Section VIII hereof.

III. Employer Services

A. **General Description of Services.** Helpside will provide the following employer services as Client's co-employer with respect to Covered Employees:

1. Processing and payment of wages and/or salaries of Covered Employees from hours reported by Client (or a salary determined by Client) with funds remitted to Helpside in a timely manner by Client. Client may direct Helpside to make certain deductions from the pay of a Covered Employee and in so doing, agrees to indemnify and hold Helpside harmless for any claims arising from any payments or deductions as directed by Client. Helpside is not obligated to honor wage deduction requests that violate applicable law.
2. Human resource compliance and consulting assistance when requested by Client. As required by the PEO Act, Helpside shall have the right to discipline, or terminate a covered employee, but only to the extent necessary to fulfill its legal obligations under this Agreement, the PEO Act, or any applicable federal or state law. Except where prohibited by law, Helpside will attempt to confer with Client before taking any action contemplated by this provision. Unless otherwise set forth in this Agreement or in any written statement provided by Helpside under this paragraph, all human resource obligations remain those of the Client. Client expressly agrees that in providing any services under this Agreement, Helpside is not providing legal, tax, or financial advice. Client is responsible to consult with legal counsel as needed regarding Human Resource, employment-related issues, tax, or financial advice as needed. To the extent that Helpside employs legal counsel, it does so only to provide legal advice to Helpside. From time to time, Helpside may suggest attorneys to assist its clients with legal issues. In such instances, it is the Client's responsibility to determine whether to hire or engage any attorney. Helpside assumes no responsibility for the actions of any professionals retained by Client. In no case does the receipt of information from any Helpside employee, including the company's legal counsel, create an attorney/client relationship. Except as expressly set forth herein, Client alone is responsible for its own legal rights and obligations.
3. Administering required federal, state, and local employee payments or withholdings from wages of Covered Employees, including collection, reporting and payment/remittance of applicable federal, state, and local payroll withholding taxes and payment of the employer share of all employment taxes related to

payment of wages by Helpside to Covered Employees. For the purposes of the Employment Security Act, Utah Code §§ 35A-4-101, *et seq.*, the Covered Employees of the Client and Helpside are considered the employees of Helpside.

4. Administration of any nonstatutory and noncompulsory employee benefit plans Client requests of Helpside and pays for according to the pricing schedule in place applicable to such benefits.

5. Compliance with and continuation of group health benefits coverage for qualified beneficiaries to the minimum extent required by Part 6 of Subtitle B of Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or any analogous state law (collectively, "COBRA").

6. Completion, reporting and maintenance of payroll and benefit records for Covered Employees, with the exception of actual hours worked, which shall be maintained and verified by Client.

7. Such other services that may be mutually agreed upon; provided, however, that all such other services must be agreed upon in writing and signed by the Parties to be effective under this Agreement. Helpside's performance of certain employer functions does not establish an obligation to perform all employer-related functions. Similarly, Helpside's occasional performance of functions that are beyond the scope of this Agreement, does not establish any obligation to provide such functions on a permanent basis.

B. **Workers' Compensation.** For Clients that participate in Helpside's group workers' compensation program, Helpside shall furnish, and keep in full force and effect during the term of this Agreement, workers' compensation insurance covering all such client's Covered Employees filling Client's job positions under the terms of this Agreement. In such event, Helpside and Client agree that a portion of the fee paid by Client to Helpside is intended to provide workers' compensation benefits for Covered Employees Client and Helpside, with the amount of such fee established by Helpside and either reflected on Exhibit A hereto or in separate written communication from Helpside to Client. Upon written request, Helpside shall furnish a Certificate of Insurance verifying coverage for workers' compensation. Helpside's obligations and duties in this regard are limited as set forth in section IV(D) of this Agreement. The workers' compensation insurance provided by Helpside to Client is strictly limited to covered claims made by Covered Employees during the term of this Agreement. To the extent required to comply with this Agreement, Client authorizes Helpside to utilize Client's unemployment account number for reporting and remitting purposes.

C. **Provision of Services; Allocation of Risk.** The services and responsibilities of Helpside listed above and those mandated by the PEO Act (as in effect on the date of this Agreement) are the only services/responsibilities Helpside has agreed to undertake. **NOTWITHSTANDING ANYTHING DEEMED TO STATE OTHERWISE IN THIS AGREEMENT, THE PROVISIONS OF UTAH CODE ANN. § 31A-40-202(4) ARE NOT ALTERED IN ANY WAY BY THIS AGREEMENT AND INSTEAD STATE THE GENERAL ALLOCATION OF LIABILITY BETWEEN HELPSIDE AND CLIENT.** No other services must be provided, or implied, except as otherwise provided in a writing signed by both parties to this Agreement.

IV. Rights and Duties of Client

A. **General.** Client shall be responsible for (and hereby acknowledges and consents to the same): (1) designation of any officers, directors, shareholders, partners, and/or managers of the Client to be "Covered Employees," as defined in Utah Code § 31A-40-203(2); (2) hiring, firing, supervising and directing the day-to-day activities of Covered Employees, including ensuring that all such employees are at-will employees; (3) immediate discipline (up to and including termination) of any covered employee violating Helpside's Alcohol and Drug Safety Policy, including any covered employee who fails drug screening as set forth in the Helpside handbook, a copy of which is attached as Exhibit B hereto; (4) maintaining records of actual time worked and the accuracy of wages, bonuses, commissions, fringe benefits, and salaries reported to and paid by Helpside during each pay period, as well as properly classifying Covered Employees as exempt and non-exempt in accordance with the requirements of the Fair Labor Standards Act and/or any other applicable federal, state or local law, regulation, rule or ordinance; (5) ensuring the timely completion of Form I-9s for Covered Employees and retaining and updating I-9 documentation as required by law; (6) setting the pay rates and schedules of Covered Employees; (7) compliance with all applicable and governing federal, state, and local laws, resolutions, rules, ordinances, and decrees that apply by their terms to Client and/or its business operations. Client acknowledges that Helpside is not responsible for any crimes, torts, or wrongdoing of Covered Employees, because they are not subject to Helpside's control; and (8) provision of Helpside with timely notice of the resignation or termination of a Covered Employee. Client is responsible for any penalties or fees resulting from the failure by Client to provide adequate notice of any employee termination or resignation. Client authorizes Helpside, in Helpside's discretion, to add such penalties to the final paycheck and invoice Client for the same. If Client's failure to properly communicate termination results in overpayment to a former Covered Employee, Client shall be responsible to pay Helpside for such overpayment regardless of whether such overpayment is recovered from the former Covered Employee.

B. **Residual Obligations to Client.** Client is obligated to perform all duties, legal obligations, and responsibilities otherwise applicable to an employer in an employment relationship to the extent those duties and responsibilities are not allocated to Helpside in this Agreement or by the PEO Act. Although Helpside may consult with client regarding employment issues, ultimately Client is responsible for conducting its business in a way that complies with all applicable federal, state, and local laws. In any situation, whether arbitration, court proceeding, employment hearing, contract dispute, or other similar matter of any kind, where a decision must be made as to a responsibility or obligation being allocated to either Helpside or Client, Client shall be deemed the responsible party unless expressly stated otherwise in this Agreement. Any fines or other penalties arising from responsibilities not allocated to Helpside in this Agreement will solely be the Client's responsibility.

C. **Insurance.** Client agrees to keep in full force and effect at all times during the term of this Agreement comprehensive general liability and related insurance policies customary for its industry, including, but not limited to, professional liability insurance, commercial auto insurance, and non-owned/hired coverages. Upon request, Helpside will be listed as an additional insured on all such policies.

D. **Workers' Compensation.** It is ultimately the responsibility of the Client to satisfy and comply with applicable workers' compensation laws in accordance with Utah Code § 34A-2-209(1) and commission rules under § 34A-2-103(3)(a) with respect to Covered Employees as well as any other applicable laws in Client's jurisdiction. If Client does not qualify for or chooses not to participate in Helpside's group workers' compensation program, then Client bears all responsibility for compliance with applicable workers' compensation laws, including failure to obtain such applicable coverage. If Client participates in Helpside's group workers' compensation program, then the following subparagraphs apply:

1. **Effective Date.** The workers' compensation deposit (for clients quoted with a deposit) or minimum premium installment (for minimum premium clients) set forth on Exhibit A, which amount hereafter shall be referenced as the "up-front payment," must be collected to put workers' compensation coverage in place and is due within ten (10) days of entering into this Agreement at the latest. The deposit will be held for the term of this Agreement and refunded at the end of the term hereof after applying the deposit to any outstanding amounts owed. For clients that choose to pay this up-front payment as part of its first payroll, coverage will be effective the date of the first paid payroll. For clients that wish coverage to be made effective prior to their first payroll date, the up-front payment must be received as a precondition to commencement of coverage.

2. **Additional Employee Records.** Client agrees to cooperate in providing any information requested by Helpside's workers' compensation insurer or its agents and to comply with any requirements of coverage, including coverage for owners and officers. Helpside's workers' compensation insurance will not cover any person(s) performing services for Client who are not Covered Employees.

3. **Third Parties.** Client agrees: (1) to require any independent contractor to provide evidence of workers' compensation coverage before the independent contractor commences work at the Client's

worksite(s), and (2) to obtain necessary workers' compensation coverage on Client's employees and workers who are not covered by Helpside's workers' compensation insurance under the terms of this Agreement. Except as otherwise required by applicable law, Client also assumes full responsibility for workers' compensation claims for any individual for whom payroll information is not supplied during any payroll period or who is paid in whole or in part by Client as an employee, independent contractor, or in any other capacity. In no event will any independent contractor be covered by Helpside's group workers' compensation program.

4. **Audits.** Client acknowledges that Helpside or Helpside's workers' compensation carrier has the right to audit the covered worksite(s) and employee classification records and classification lists for each Client worksite(s) location to ensure that Covered Employees are properly classified and operations properly described. Client agrees to cooperate and to provide all documents and information requested pursuant to any audit performed by the workers' compensation insurer or to Helpside for up to one year after the policy period expires, even if this Agreement has been terminated. Client is expressly liable for any and all liability incurred by Helpside as a result of misclassification of employees and in cases where covered owners have failed to meet minimum payroll requirements. If the policy is closed, Helpside or the insurance company may audit the account to determine if additional amounts are owed and may apply the deposit to amounts owed.

5. **Accidents.** Client shall report all accidents or incidents involving employees immediately to Helpside, and in no event later than twenty-four (24) hours after occurrence. Client also will cooperate in conducting any investigation following the accident and, if required due to medical restrictions, permit the employee to work in a modified-duty capacity as requested or recommended by Helpside or one of its authorized representatives until such time as the employee is no longer medically restricted from resuming duties performed prior to the accident. Client shall direct all employees injured at work to one of the designated medical providers chosen by Helpside for treatment of non-life threatening injuries. Injured employees covered by Helpside's group workers' compensation carrier are required to have a post-accident drug test completed, the cost of which will be paid by Client.

6. **Certificate of Insurance.** If Client secures workers' compensation coverage through a carrier other than Helpside group workers' compensation program carrier, Client shall provide Helpside a certificate of insurance showing current coverage with Helpside as a certificate holder.

7. **Notice to Helpside.** As a material term of this Agreement, Client must notify Helpside, in writing, as soon as is reasonably possible, of any material changes in its business operations that may affect the risk or cost of providing workers' compensation coverage (including, without limitation, of any employees that travel outside the United States for work), of any name changes, any ownership changes via acquisition, merger, or otherwise, and/or of the addition or transfer of employees in any state other than those quoted in Exhibit A or whose work activities were not contemplated by previous workers' compensation underwriting. Because Client is responsible to timely notify Helpside of changes in its employees' duties, Client will not be entitled to reimbursement for overpayment of premiums associated with the misclassification of any Covered Employees. Client acknowledges that no coverage exists for employees that live and work outside the United States or for employees that are working outside the United States for an extended period of time. In addition, Client recognizes the potential for gaps in coverage relative to employees that travel for work outside the United States.

8. **Prohibited Industries.** Client acknowledges and understands that workers' compensation is not available for certain prohibited industries. Accordingly, Client shall notify Helpside of any employee being hired in any new industry. Failure to so notify Helpside is an express and material breach of this Agreement.

9. **Worksite Safety.** In the event that Helpside provides information or advice to Client regarding workplace safety, Helpside does so as a consultant only and as the Client retains control of the workplace, Client retains sole responsibility for training and workplace safety and is the sole employer with respect to safety-related compliance. Thus, Helpside has no duty to inspect Client's workplace, but it may do so to verify compliance with this Agreement, which, among other things, obligates Client to maintain a safe working environment in accordance with laws and regulations applicable to Client's business.

V. Fees and Deposit

In consideration for Helpside's performance under this Agreement, Client shall pay Helpside the following fees:

A. **Enrollment Fee.** On or before the first payroll, Client will pay to Helpside the Enrollment Fee shown on Exhibit A.

B. **Service Fee.** The service fee charged to Client and payable at the end of each pay period will be equal to the number of payroll checks processed multiplied by the per check charge shown on Exhibit A or a monthly minimum service fee of \$250.00 (the "Monthly Minimum Service Fee"), whichever is greater, plus charges for payroll taxes, workers' compensation insurance, and employee benefit programs (the "Service Fee"). In the event that no payroll is run for the month and this Agreement is not terminated, Client shall pay the Monthly Minimum Service Fee. Helpside's cost for any included item may be greater or less than amounts charged to Client as part of the Service Fee. The Service Fee may be adjusted, at Helpside's sole discretion, upon the effective date of an increase or decrease in employee wages, payroll taxes, workers' compensation premiums, or employee benefit program charges. Helpside will give thirty (30) days written notice before the effective date of any other increase in the Service Fee. No part of the fees paid to Helpside is subject to any sales or excise tax.

C. **Insurance Fee.** In connection with group health benefit plan coverage provided by Helpside to Covered Employees pursuant to this Agreement with Client, Client is required to pay the monthly single insurance premium portion of the most limited benefit coverage for all eligible employees.

D. **Multiple Employer Retirement Plan Fee.** If Client has elected to participate in any multiple employer 401(k) plan sponsored by Helpside, Client will pay to Helpside all required or discretionary contributions attributable to Client's Covered Employees under that 401(k) plan in accordance with such periodic payment schedules as Helpside determines, in its sole discretion.

E. **Other Payments.** Client agrees to pay, at the end of each regular or special payroll period, the Service Fee and any other additional costs or expenses incurred by Helpside at the request of Client. A finance charge in the amount of three percent (3%) of the delinquent amount plus one and one-half percent (1.5%) of the delinquent amount per month for any period of delinquency over one month shall be charged on any amounts owed by Client that are not timely paid.

F. **Immediate Default After Failure to Make Payment.** Upon Client's breach through failure to make any payment when due, Helpside may immediately suspend or terminate further services to the Client. Checks returned unpaid as a result of insufficient funds or nonexistence of the account on which the check was drawn from the Client are sufficient to cause immediate termination. Upon termination under this provision, all of Helpside's obligations hereunder (including the payment of wages and provision of benefits) will revert to Client retroactive to the last date on which Helpside was paid in full by Client for Helpside's services.

G. **Security Provisions.** At Helpside's option, Client may be required to provide financial security to support Client's obligations under this Agreement.

VI. Covenants, Representations, and Warranties

A. **Mutual Covenants and Representations.** Client and Helpside mutually covenant to each other that neither will violate the federal Fair Labor Standards Act or in any manner cause or seek to cause a violation of, any applicable federal, state, or local law, ordinance, or regulation pertaining to the terms, conditions, and services of this Agreement. Client further covenants that it shall not make any payment of any kind to any employee covered by the terms of this Agreement without the knowledge and consent of Helpside, except (1) business-related expense reimbursements or (2) profit sharing or pension plan distributions made pursuant to the terms of a qualified or nonqualified plan in existence prior to the execution of this Agreement. Any payment made in violation of this Section VI(A) shall constitute a material breach and shall, at the election of Helpside, be grounds for immediate termination of this Agreement.

B. **Client Representations and Warranties.** Client represents and warrants that: (1) none of the worksite(s) Covered Employees are represented by a union; (2) there are no pending, actual, or anticipated employee charges, lawsuits or investigations, pending governmental investigations, actual, or anticipated administrative investigations, enforcements, or lawsuits relating to Client's employees, the working conditions of such employees, the products or services produced or provided by such employees or any other matters affecting the performance of Helpside under this Agreement (Client shall promptly notify Helpside regarding the inception of any such litigation during the Term of this Agreement); (3) all hazardous materials, if any, known or that reasonably should have been known by Client to be on Client's premises are maintained, stored, and disposed of in accordance with applicable laws, regulations, rules or ordinances; (4) entering into this Agreement does not conflict with or violate any other agreements Client may have with a third party, any governance documents of Client, or any judicial orders or decrees, regulations, statutes, or ordinances to which Client is subject; (5) all compensation of Covered Employees accrued prior to the execution of this Agreement has been paid in full and appropriately reported for tax purposes; and (6) Client has and will provide truthful, accurate, and complete disclosure of any and all information requested or required by Helpside, both before and after the execution of this Agreement.

VII. Indemnity

Each of the Parties hereto agrees to release, defend, indemnify, and hold the other Party hereto (and its shareholders, employees, attorneys, officers, directors, agents, and representatives) harmless from any and all wrongful or negligent acts, errors or omissions committed by them including violations of federal, state, or local laws or regulations and from any violations or breaches of this Agreement and/or the PEO Act.

VIII. Termination of Agreement

A. **Termination – No Breach.** Either party may terminate this Agreement by giving thirty (30) days advance written notice.

B. **Termination – Breach.** Either party may immediately terminate this Agreement by written notice to the other should the other party materially breach any of the provisions of this Agreement, which includes any breach of any duties, representations and warranties contained herein. In the event of termination of Client as a result of a material breach, Helpside is relieved of all employment-related responsibilities with employees covered under this Agreement, as of the ending date of the last payroll period immediately preceding the above events. Helpside shall be entitled to immediately terminate and cancel any workers' compensation insurance coverage for any Covered Employees following termination of this Agreement.

C. **Procurement.** The parties acknowledge that Client is subject to certain procurement laws and regulations. Among other things, government procurement guidelines that are applicable to the School, impose limits on the duration of contracts to which the School is a party. For example, the Utah Procurement Code generally limits multi-year contracts to five years or less (except in certain enumerated circumstances). In view of law applicable to Client, the parties acknowledge and agree that the term of the Agreement is less than the five-year maximum required by applicable state law. The parties agree that, notwithstanding anything in this Agreement to the contrary, nothing in this Agreement would contractually require the parties to maintain the relationship contemplated herein for more than five years. In other words, although the parties may agree to continue their business relationship for more than five years, neither party is contractually obligated to do so by this Agreement. Further, the parties agree to cooperate every five years in the re-execution of a services agreement. To accomplish this, Client agrees to contact Helpside after the fifth anniversary and prior to the sixth anniversary of the Effective Date, to initiate the process of executing a new services agreement.

IX. General Provisions

A. **Entire Agreement.** This Agreement (with all exhibits incorporated herein by reference and including any amendment and addendum) is the entire agreement and supersedes any previous agreement or representation whether oral or written, with respect to the subject matter between Client and Helpside.

B. **Amendment.** This Agreement may not be altered or amended except by written agreement duly executed by Client and Helpside.

C. **Counterparts.** This Agreement may be executed via PDF, fax, or other similar electronic means and in several counterparts, each of which shall be deemed an original. Such counterparts shall together constitute but one and the same agreement.

D. **Assignment/Delegation of Helpside's Obligations and Duties.** Client shall not transfer or assign this Agreement without the prior written consent of Helpside, which consent Helpside may withhold in its sole and absolute discretion. Any assignment by Client without prior written content of Helpside shall be null and void ab initio.

E. **Attorneys' Fees.** The prevailing Party in any dispute shall be entitled to recover their reasonable attorney's fees and other costs incurred, whether incurred in a formal proceeding or otherwise.

F. **Notice.** Any notice, request, demand or other communication required, or permitted hereunder shall be deemed to be properly given when placed in writing addressed to the address first listed above and delivered via Federal Express or other similar courier that verifies delivery.

G. **Third Party Rights.** This Agreement exists for the mutual benefit of and to govern the relationship between Client and Helpside and it does not create any rights of any kind in any third party. This Agreement shall in no way be interpreted as creating an employment contract express or implied between Helpside or the Client and any employee assigned to the Client's worksites, or a partnership or joint venture relationship between Helpside and Client.

H. **Survival of Client's Obligations.** Any obligations of Client under this Agreement that are capable of fulfillment beyond termination of this Agreement are understood and agreed by the Parties hereto to survive the

termination of this Agreement, including, without limitation, any obligations associated with workers' compensation set forth in section IV hereof and the indemnity provisions of section VII hereof.

I. **Applicable Law and Jurisdiction.** This Agreement will be determined to be a contract made within the State of Utah and for all purposes will be governed and construed under and in accordance with the laws of the State of Utah, notwithstanding choice of law principles. Any legal proceeding to enforce the terms of this Agreement shall occur in Utah.

J. **Special and Consequential Damages.** Neither Client nor Helpside will be responsible for special, indirect, incidental, consequential, or other similar damages (including without limitation, lost profits or business interruption damages) however caused or under any theory of liability even if such party has been advised of the possibility of such damages.

IN WITNESS WHEREOF, Helpside and Client hereby have executed this Professional Employer Agreement to be effective as of the date first set forth above.

"Helpside"

HELPSIDE, INC.

By: _____

Its: _____

Date: _____

"Client": _____

By: _____

Its: _____

Date: _____



BOARD MEETING CALENDAR

Below are the tentative Ascent Academies of Utah Board Meeting dates for the 2021-2022 school year. These dates are subject to change and additional meetings may be held. Meetings will continue as long as business requires. All meetings will be posted on the Utah Public Meeting Notice website at least twenty-four hours in advance.

- **August 18, 2021 at 9:00 AM**
- **October 20, 2021 at 9:00 AM**
- **December 15, 2021 at 9:00 AM**
- **February 16, 2022 at 9:00 AM**
- **April 20, 2022 at 9:00 AM**
- **June 22, 2022 at 9:00 AM**