



Summit Academy and Summit Academy High School  
 Board Meeting Agenda  
 1225 E 13200 S  
 Draper, UT 84020  
 November 17, 2022

Time	Items to Present
7:00 pm	<b>Welcome</b>
7:05 pm	<b>Public Comment</b> (Please limit comments to 2 minutes)
7:20 pm	<b>Consent Agenda</b> <ul style="list-style-type: none"> <li>● Board Meeting Minutes, October 2022</li> </ul>
7:25 pm	<b>LEA Report</b> <ul style="list-style-type: none"> <li>● Joint LEAs</li> <li>● Employee Recognition           <ul style="list-style-type: none"> <li>○ Draper-(Shari Hayden - Jr High CTE and Megan Bouck SpEd Para)</li> <li>○ Independence-(Rachel Behrens 4th Grade Teacher &amp; Nikki Bath Support Service)</li> <li>○ Bluffdale- (Lisa Webb teacher and Heather Latimer)</li> <li>○ SAHS- (Heather Shinkle - Office Staff and Holly Georgeson Math)</li> <li>○ LEA-(Alana Johnson Director of Teacher Development)</li> </ul> </li> <li>● School Report card, BOY</li> <li>● Summit Academy           <ul style="list-style-type: none"> <li>○ Draper               <ul style="list-style-type: none"> <li>■ 45% of our JH students (6th-8th grade) made the honor roll. 39 of those students were on the high honor roll.</li> <li>■ Held our first ever Growth Assembly. We will be doing these assemblies after each quarter this year. This will give us an opportunity to recognize the students that are being resilient and working hard to grow. 41 students were recognized</li> <li>■ 5th grade had their first ever Colonial Days in place of the previous state reports. Students chose an occupation from one of the 13 colonies and wrote a report about it. They were able to dress up as a person with that profession when they presented to other grade levels. After their presentations, the 5th grade students came back and went through rotations representing different activities from colonial days such as making butter and bread.</li> </ul> </li> <li>○ Independence               <ul style="list-style-type: none"> <li>■ This year our 6th grade team added a program to their pyramid projects. It was a new addition and went over wonderfully with students and families.</li> <li>■ We have planned our student focus groups and plan to get feedback from all students grades 5-8.</li> <li>■ Ninety-five of our 7th and 8th graders made honor roll or high honor roll during first term!</li> </ul> </li> </ul> </li> </ul>



# SUMMIT ACADEMY

	<ul style="list-style-type: none"> <li>○ Bluffdale           <ul style="list-style-type: none"> <li>■ We held our annual Veterans’ Day Assembly last Friday. Our 3rd graders have learned about veterans and their many sacrifices. They did an amazing job showing what they learned during the assembly which was held for parents and for all of our students. Each year the entire student body practices the National Anthem to sing at this assembly. It’s a sweet moment to stand with my students as we sing together and honor our great nation.</li> <li>■ We celebrated Dia de los Muertos by constructing our first ever ofrenda (alter). We learned that ofrenda’s have 3 levels and contain items that represent the 4 elements, wind, water, earth, and fire. Students and staff brought in pictures of their loved ones to be placed on the ofrenda. It was a sweet experience as our students stood with reverence by the ofrenda and shared stories of their loved ones. Thanks to Maestra Salgado for sharing her culture with us!</li> </ul> </li> <li>● Summit Academy High School           <ul style="list-style-type: none"> <li>○ Our nominated Sterling Scholars this year:               <ul style="list-style-type: none"> <li>■ English- McKenzie Hoang</li> <li>■ Mathematics- Olivia Backus</li> <li>■ Science- Brooklyn Stevenett</li> <li>■ Social Sciences- Sarah Park</li> <li>■ Speech/Theatre/Forensics- Keilah van Hees</li> <li>■ World Languages- Billy Briggs</li> <li>■ Computer Technology- Aspen Delis</li> <li>■ Skilled &amp; Technical Sciences- Lily Eaton</li> <li>■ Education, Family and Consumer Sciences- Sarah Mooney</li> <li>■ Business &amp; Marketing- Eric Pesci</li> <li>■ Vocal Performance- Teegan Jenkins</li> <li>■ Visual Arts- Aiden Burgos</li> <li>■ Instrumental Music- Cassie Urry</li> <li>■ Dance- Mason Maurer</li> </ul> </li> <li>○ Held our first honor roll breakfast! We had 264 students on the honor roll or high honor roll for term 1</li> <li>○ One of our Girls Cross Country team members has been awarded Academic All State by UHSAA and Deseret News: Keilah van Hees</li> </ul> </li> <li>● Questions from report</li> </ul>
8:00 pm	<p><b>Finance Report</b></p> <ul style="list-style-type: none"> <li>● Joint LEAs           <ul style="list-style-type: none"> <li>○ Finance Update</li> <li>○ Landscaping and Snow Removal Contract</li> <li>○ Salary Schedule Revision</li> </ul> </li> </ul>
8:20 pm	<p><b>Discussion and action items to review</b></p> <ul style="list-style-type: none"> <li>● Joint LEAs           <ul style="list-style-type: none"> <li>○ SY23-24 Calendar</li> <li>○ #3204 Discipline Policy</li> <li>○ #3205 Student Dress Code Policy</li> <li>○ #3301 Flexible Grouping Policy</li> <li>○ #3501 Parent and Family Engagement Policy</li> <li>○ #5106 Threat Policy</li> </ul> </li> </ul>



# SUMMIT ACADEMY

	<ul style="list-style-type: none"> <li>● Summit Academy <ul style="list-style-type: none"> <li>○ Preschool Separation Discussion &amp; Approval</li> <li>○ Board Direction and Vote on Creation of new Pre School Board</li> </ul> </li> <li>● Summit Academy High School <ul style="list-style-type: none"> <li>○ Fee Schedule - Lacrosse team</li> </ul> </li> </ul>
9:00 pm Board Members	<p><b>Committee Reports</b></p> <ul style="list-style-type: none"> <li>● Academic Committee</li> <li>● Finance Committee</li> <li>● Audit Committee</li> <li>● Governance Committee</li> <li>● Development Committee</li> </ul>
9:20 pm	<p><b>Board Business</b></p> <ul style="list-style-type: none"> <li>● Policy Enforcement Discretion</li> <li>● Exhibit A Discussion</li> <li>● Board Bylaws Review</li> <li>● Board Calendar Review</li> </ul>
9:45 pm	<p><b>Follow Up</b></p> <ul style="list-style-type: none"> <li>● Table-top Exercises with Admin - June</li> <li>● 1/27/2022 Scott Pettit <ul style="list-style-type: none"> <li>○ Risk assessment in July, Board review in August</li> </ul> </li> <li>● Grad rate, ACT and APCE Data (November)</li> </ul>
10:00 pm	<p><b>Closing Comments</b></p>
10:05 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</li> </ul> <p>(Select one from the following)</p> <ul style="list-style-type: none"> <li>● Discussion for issues related to Summit Academy and Summit Academy High School</li> <li>● Discussion for issues related to Summit Academy</li> <li>● Discussion for issues related to Summit Academy High School</li> </ul> <p>(Select from the following)</p> <ul style="list-style-type: none"> <li>● for the purpose of discussion of the character, professional competence, or physical or mental health of an individual.</li> <li>● for the purpose of discussing pending or reasonable imminent litigation.</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>

*(P) Packet Materials*

*\*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

## Employee Recognition



**Shari  
Hayden**  
Draper Campus



**Rachel  
Behrens**  
Independence Campus



**Lisa  
Webb**  
Bluffdale Campus



**Heather  
Shinkles**  
Summit Academy High School



**Alana  
Johnson**  
LEA Staff Member



**Megan  
Bouck**  
Draper Campus



**Nikki  
Bath**  
Independence Campus



**Heather  
Latimer**  
Bluffdale Campus



**Holly  
Georgeson**  
Summit Academy High School

### Summit Strong

These Employee's have been nominated as Supportive Staff for their excellence.

- S - Supportive
- T - Talented
- R - Respectful
- O - Outgoing
- N - Nourishing
- G - Giving

SUMMIT ACADEMY SCHOOLS, INC  
Draper  
Special Meeting, November 17, 2022

TO: Summit Academy Schools, Inc Governing Board

FROM: Jumana Beseiso

SUBJECT: Assessments/ School Report Card

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**BACKGROUND INFORMATION**

Just presenting our school report card. Discussing the what the district report card looks like and each individual campus.

Link to follow along: <https://utahschoolgrades.schools.utah.gov/>

**CURRENT CONSIDERATIONS**

None

**FINANCIAL IMPLICATIONS**

None

**RECOMMENDATIONS**

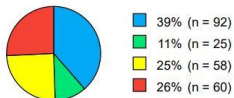
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**DIRECTOR'S RECOMMENDATION:** None

# Acadience Math - Fall 2022 BOY

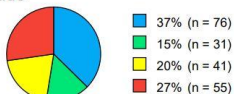
% Of At or Above

First Grade



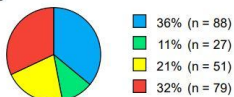
**50%**

Second Grade



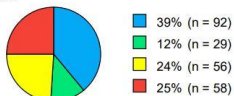
**52%**

Third Grade



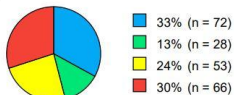
**47%**

Fourth Grade



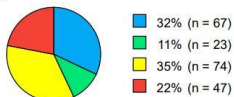
**51%**

Fifth Grade



**46%**

Sixth Grade

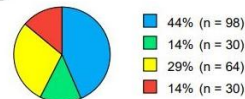


**43%**

**BOY '21**

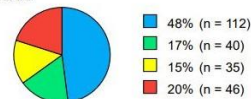
% Of At or Above

First Grade



**58%**

Second Grade



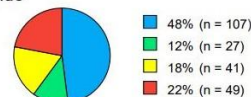
**65%**

Third Grade



**48%**

Fourth Grade



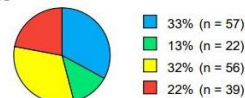
**60%**

Fifth Grade



**52%**

Sixth Grade



**46%**

**BOY '22**

# Acadience Reading Data - Fall 2022

View	Population	Time	Measure
Segment Results by: District Report Level: Account Grade Divider: On Display Data As: Percentage	Show Students Enrolled: On Test Day Grade: All Grades District: Summit Academy District	School Year: 2022-2023 Period: 22-23 BOY	Measure: Composite Score Performance Measurement: Levels Level Filter: All Levels

District	Well Below Benchmark	Below Benchmark	Benchmark	Above Benchmark	Total Students
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Utah State Board Of Education Current as of 11/15/2022

Grade	Reference Data	Reference Point: Account
Grade K	<b>Reference Data</b> Reference Point: <b>Account</b>	
5 <sup>th</sup> ILL 'GW cc'g	22-23 BOY	
Summit Academy District	22-23 BOY	
Grade 1	<b>Reference Data</b> Reference Point: <b>Account</b>	
5 <sup>th</sup> ILL 'GW cc'g	22-23 BOY	
Summit Academy District	22-23 BOY	
Grade 2	<b>Reference Data</b> Reference Point: <b>Account</b>	
5 <sup>th</sup> ILL 'GW cc'g	22-23 BOY	
Summit Academy District	22-23 BOY	
Grade 3	<b>Reference Data</b> Reference Point: <b>Account</b>	
5 <sup>th</sup> ILL 'GW cc'g	22-23 BOY	
Summit Academy District	22-23 BOY	
Grade 4	<b>Reference Data</b> Reference Point: <b>Account</b>	
5 <sup>th</sup> ILL 'GW cc'g	22-23 BOY	
Summit Academy District	22-23 BOY	
Grade 5	<b>Reference Data</b> Reference Point: <b>Account</b>	
5 <sup>th</sup> ILL 'GW cc'g	22-23 BOY	
Summit Academy District	22-23 BOY	
Grade 6	<b>Reference Data</b> Reference Point: <b>Account</b>	
5 <sup>th</sup> ILL 'GW cc'g	22-23 BOY	
Summit Academy District	22-23 BOY	



## Academies

	(2,062 Students)		(2,018 Students)	(2,065 Students)		
<b>Budget Detail Report</b>	<b>FY22 Final Actuals</b>	<b>Changes</b>	<b>FY23 Forecast</b>	<b>FY 23 YTD</b>	<b>% of Forecast</b>	
<b>Revenue</b>						
<b>1000 Local</b>						
1420 Transfer from High School - Transportation	\$ 25,164		\$ 25,000	\$ 6,388	25.6%	
1510 Interest on Investments	\$ 59,551		\$ 150,000	\$ 74,803	49.9%	
1610 Sales to Students	\$ 11,195		\$ 375,000	\$ 137,055	36.5%	
1710 Student Activities (Admissions, Store, Std Org Memb)	\$ 32,407		\$ 24,000	\$ 8,629	36.0%	
1740 Fees	\$ 96,561		\$ 117,000	\$ 58,013	49.6%	
1770 Fundraisers	\$ 150,540		\$ 76,000	\$ 40,793	53.7%	
1910 Rentals	\$ 108,359		\$ 92,000	\$ 10,659	11.6%	
1920 Contributions / Donations	\$ 24,878		\$ 23,000	\$ 3,607	15.7%	
1930 Gain / Loss on Sale of Assets			\$ 2,000		0.0%	
1950 Revenue from Other Schools (High School)	\$ 98,348		\$ 99,743	\$ 17,839	17.9%	
1990 Miscellaneous	\$ 7,563		\$ 59,000	\$ (29,884)	-50.7%	
1991 Preschool Income	\$ 933,979		\$ 954,464	\$ 204,312	21.4%	
1992 ERC		\$ 500,000	\$ 500,000		0.0%	
<b>Informational</b>						
<b>Refinancing of Loan</b>					#DIV/0!	
<b>Total 1000:</b>	<b>\$ 1,548,545</b>		<b>\$ 500,000</b>	<b>\$ 2,497,207</b>	<b>\$ 532,214</b>	<b>21.3%</b>
<b>3000 State</b>						
3010 Regular School Prgm K-12	\$ 6,786,894		\$ 7,034,016	\$ 2,365,416	33.6%	
3020 Professional Staff	\$ 451,426		\$ 471,965	\$ 157,322	33.3%	
3000 Teacher Bonus	\$ 33,000					
3021 Educator PD Grant			\$ 213,905	\$ 170,256	79.6%	
3023 Technology Grant			\$ 238,229	\$ 238,006	99.9%	
3100 ADK Grant			\$ 128,000		0.0%	
3105 Special Education -- Add-On	\$ 2,501,749		\$ 2,386,215	\$ 795,405	33.3%	
3110 Special Education -- Self-Contained	\$ 54,913		\$ 53,504	\$ 17,834	33.3%	
3120 Special Education -- Extended Year	\$ 4,337		\$ 2,259	\$ 2,183	96.6%	
3125 Special Education - State Programs	\$ 21,112		\$ 26,191	\$ 6,548	25.0%	
3128 SpEd -- Extended Yr SpEd Stipends	\$ 6,076		\$ 3,600		0.0%	
3129 CTE Comprehensive Counseling	\$ 35,543		\$ 40,000	\$ 17,790	44.5%	
3129 CTE College & Career Awareness	\$ 13,223		\$ 12,000	\$ 3,803	31.7%	
3211 Gifted and Talented					#DIV/0!	
3230 Class Size Reduction - K-8	\$ 713,697		\$ 750,414	\$ 250,138	33.3%	
3336 Enhancement for At-risk students	\$ 106,310		\$ 135,330	\$ 45,110	33.3%	
3400 EL Software	\$ 12,779		\$ 13,851		0.0%	
3410 Flexible Allocation	\$ 232,507		\$ 226,342	\$ 56,583	25.0%	
3500 SafeUT Superuse	\$ 2,876				#DIV/0!	
3500 PL Grant		\$ 17,000	\$ 17,000	\$ 6,458		
3520 School Land Trust	\$ 279,901		\$ 273,192	\$ 273,714	100.2%	
3540 Counseling Grant	\$ 100,000		\$ 100,000	\$ 100,000	100.0%	
3542 Mental Health Grant	\$ 100,804		\$ 75,000		0.0%	
3627 ISIP Grant	\$ 19,300		\$ 21,000		0.0%	
3637 Dual Immersion Grant / Critical Languages Prgm	\$ 22,500				#DIV/0!	
3644 JBS STEM Endorsement Center Grants	\$ 116,192			\$ 5,297	#DIV/0!	
3655 Digital Teaching & Learning DTL	\$ 84,664	\$ (23,735)	\$ 121,265	\$ 8,942	7.4%	
3674 Suicide Prevention	\$ 1,500		\$ 2,000	\$ 3,000	150.0%	
3677 Computer Science	\$ 14,898		\$ 15,000	\$ 102	0.7%	
3719 Charter School Local Replacement	\$ 5,474,927		\$ 5,994,736	\$ 1,964,556	32.8%	
3725 Charter School Admin Costs	\$ 67,258				#DIV/0!	
3770 School Lunch (Liquor Tax)	\$ 223,750		\$ 155,000	\$ 46,266	29.8%	
3800 Electronic Cigarette	\$ 6,999			\$ 14,986		
3801 Substance Abuse		\$ 12,374	\$ 12,374			
3805 Early Literacy Program	\$ 134,305	\$ (41,011)	\$ 70,801	\$ 66,267	93.6%	
3806 TSSA (Teacher and Student Success Act)	\$ 389,607		\$ 462,866		0.0%	
3807 TSSP (Tchr Sal Supplement Prgm)	\$ 17,853	\$ 16,209	\$ 23,209	\$ 23,209	100.0%	

<b>Budget Detail Report</b>	(2,062 Students)	(2,018 Students)		(2,065 Students)	<b>% of Forecast</b>
	<b>FY22 Final Actuals</b>	<b>Changes</b>	<b>FY23 Forecast</b>	<b>FY 23 YTD</b>	
3810 Library Books & Electronic Res	\$ 2,476		\$ 2,351	\$ 784	33.3%
3868 Teacher Supplies & Materials	\$ 22,520		\$ 18,927	\$ 15,150	80.0%
3876 Educator Salary Adjustment	\$ 647,905		\$ 647,905	\$ 215,968	33.3%
3882 Beverly Taylor Sorenson Elem Arts	\$ 58,882		\$ 59,000		0.0%
<b>Total 3000:</b>	<b>\$ 18,762,683</b>	<b>\$ (19,163)</b>	<b>\$ 19,807,447</b>	<b>\$ 6,871,093</b>	<b>34.7%</b>
<i>4000 Federal (Reimbursement, Falls behind)</i>					
4522 IDEA Preschool			\$ 3,700	\$ -	0.0%
4524 IDEA Part-B	\$ 421,406		\$ 250,000	\$ 534	0.2%
4524 Special Ed State Level Activity	\$ 33,026		\$ 25,000		0.0%
4560 National School Lunch Prgm	\$ 1,263,620		\$ 500,000	\$ 56,653	11.3%
4700 CARES Act	\$ 196,328		\$ 450,000	\$ 23,820	5.3%
4801 Title IA	\$ 24,466	\$ (7,404)	\$ 37,596	\$ 6,192	16.5%
4860 Title IIA	\$ 34,081		\$ 25,500	\$ 3,715	
4860 MAAP	\$ 10,795				
4860 Title IVA	\$ 11,100		\$ 10,000	\$ 2,748	27.5%
<b>Total 4000:</b>	<b>\$ 1,994,822</b>	<b>\$ (7,404)</b>	<b>\$ 1,301,796</b>	<b>\$ 93,662</b>	<b>7.2%</b>
<b>Total Revenue:</b>	<b>\$ 22,306,050</b>	<b>\$ 473,433</b>	<b>\$ 23,606,450</b>	<b>\$ 7,496,969</b>	<b>31.8%</b>

# Budget Detail Report

	(2,062 Students)	(2,018 Students)	(2,065 Students)	
	FY22 Final Actuals	Changes	FY23 Forecast	FY 23 YTD % of Forecast
<b>Expenses</b>				
<b>100 Salaries</b>				
112.00 District Administration	\$ 133,900	\$ (97,638)	\$ 40,275	\$ 40,275 100.0%
114.00 Business Administrator	\$ 101,296		\$ 107,464	\$ 31,344 29.2%
115.00 Programs / Instructional Coaches	\$ 287,935		\$ 291,294	\$ 122,684 42.1%
121.00 Principals & Assistants	\$ 581,053	\$ 24,138	\$ 522,097	\$ 115,630 22.1%
131.00 Teachers	\$ 5,685,376		\$ 5,620,926	\$ 831,614 14.8%
133.00 Special Education Teachers	\$ 61,121		\$ 855,434	\$ 3,387 0.4%
132.00 Substitutes	\$ 189,365		\$ 220,000	\$ 39,957 18.2%
132.00 Other Support Services			\$ 75,000	\$ 0.0%
133.00 Attendance	\$ 75,236		\$ 46,568	\$ 14,832 31.9%
134.00 Coaching Stipends			\$ 12,500	\$ 6,300 50.4%
134.10 Educational Stipends	\$ 358,215	\$ 1,200	\$ 147,200	\$ 87,004 59.1%
142.00 Guidance Counselors	\$ 343,623		\$ 330,270	\$ 64,991 19.7%
143.00 Nurse	\$ 3,448		\$ 5,000	\$ 0.0%
145.00 Librarians	\$ 35,356		\$ 38,543	\$ 3,268 8.5%
152.00 Office Staff	\$ 287,542		\$ 357,911	\$ 85,539 23.9%
152.00 HR / Accounting / Mktg / Policy	\$ 159,033		\$ 135,000	\$ 57,246 42.4%
152.00 Special Education / CCGP Secretaries	\$ 39,792		\$ 7,321	\$ 3,772 51.5%
152.00 Board Secretary	\$ 5,188		\$ 3,000	\$ 2,922 97.4%
161.00 Testing Coordinator	\$ 60,100		\$ 61,903	\$ 12,896 20.8%
161.00 Classroom Paraprofessionals	\$ 1,264,592		\$ 1,005,856	\$ 182,381 18.1%
161.00 Special Education Paraprofessionals	\$ 28,277		\$ 455,407	\$ 57,793 12.7%
171.00 Transportation Supervisor		\$ 87,464	\$ 87,464	\$ 27,131 31.0%
172.00 Bus Driver	\$ 56,730		\$ 70,000	\$ 17,787 25.4%
181.00 Facility Supervisor	\$ 50,126		\$ 46,568	\$ 13,582 29.2%
182.00 Custodial / Maintenance Personnel	\$ 240,726		\$ 245,897	\$ 91,419 37.2%
184.00 Technology Support	\$ 113,766		\$ 120,973	\$ 35,284 29.2%
190 Incentives	\$ 11,000		\$ 50,000	\$ 0.0%
191.00 Food Services Personnel	\$ 437,683		\$ 544,118	\$ 127,147 23.4%
100.00 Preschool Salaries & Wages	\$ 394,005		\$ 614,283	\$ 175,190 28.5%
<b>Total 100:</b>	<b>\$ 11,004,484</b>	<b>\$ 15,164</b>	<b>\$ 12,118,272</b>	<b>\$ 2,251,375 18.6%</b>
<b>200 Benefits</b>				
210 URS Pension & 401k employer contributions	\$ 1,877,445		\$ 1,660,436	\$ 407,667 24.6%
220 Social Security & Medicare ER Match	\$ 804,592		\$ 797,885	\$ 162,363 20.3%
241 Health Insurance	\$ 961,768	\$ 50,000	\$ 1,018,109	\$ 190,010 18.7%
290 Health Savings Account (Employer)	\$ 77,720		\$ 80,000	\$ 23,378 29.2%
270 Worker's Compensation Fund	\$ 22,280	\$ 17,500	\$ 40,000	\$ 4,712 11.8%
280 Unemployment Insurance	\$ 2,476		\$ 10,000	\$ (151) -1.5%
290 Pre School Benefits & Payroll Taxes			\$ 104,757	\$ 0.0%
<b>Total 200:</b>	<b>\$ 3,746,281</b>	<b>\$ 67,500</b>	<b>\$ 3,711,187</b>	<b>\$ 787,979 21.2%</b>
<b>300 Prof &amp; Technical Services</b>				
310 Professional Educational Services	\$ 7,369	\$ 2,500	\$ 5,000	\$ 1,284 25.7%
310 Bus Services			\$ 1,440	\$ 1,314 91.3%
310 Substitutes Services	\$ 71,297		\$ 94,000	\$ 15,292 16.3%
321 Support Services (Orion) (SpEd)	\$ 595,357		\$ 674,437	\$ 123,674 18.3%
323 Support Services (Not Orion) (SpEd)	\$ 93,595		\$ 105,000	\$ 11,975 11.4%
330 Employee Training & Development	\$ 100,115	\$ 5,000	\$ 65,000	\$ 26,953 41.5%
345 Business Manager Services	\$ 300		\$ 2,000	\$ 0.0%
349 Legal Services	\$ 5,960		\$ 5,000	\$ 0.0%
355 Technical Services (IT)	\$ 70		\$ 2,000	\$ 0.0%
352 Audit Services	\$ 27,500		\$ 28,000	\$ 1,025 3.7%
<b>Total 300:</b>	<b>\$ 901,563</b>	<b>\$ 7,500</b>	<b>\$ 981,877</b>	<b>\$ 181,517 18.5%</b>
<b>400 Purchased Property Services</b>				
410 Water / Sewage / Garbage	\$ 81,435		\$ 78,000	\$ 41,740 53.5%
420 Cleaning Services (Vanguard Cleaning)	\$ 114,657		\$ 112,000	\$ 49,349 44.1%
431 Repairs / Maintenance / Monitoring	\$ 176,198		\$ 155,000	\$ 82,785 53.4%
432 Bus Repairs & Maintenance	\$ 22,574		\$ 30,000	\$ 4,798 16.0%
433 Repairs & Maintenance - Lunch Program	\$ 16,266		\$ 18,000	\$ 1,071 6.0%
435 Lawn Care & Snow Removal	\$ 44,260		\$ 92,500	\$ 27,108 29.3%
443 Copier Lease & Servicing & Mail Machine Rental	\$ 51,574		\$ 71,000	\$ 13,250 18.7%
450 Construction			\$ 2,500	\$ 173 6.9%
<b>Total 400:</b>	<b>\$ 506,964</b>	<b>\$ -</b>	<b>\$ 559,000</b>	<b>\$ 220,274 39.4%</b>

# Budget Detail Report

	(2,062 Students)	(2,018 Students)	(2,065 Students)	
	FY22 Final Actuals	Changes	FY23 Forecast	FY 23 YTD % of Forecast
<b>500 Other Purchased Services</b>				
520 Property/Liability/Non employee Insurances	\$ 79,552		\$ 75,000	\$ 14,773 19.7%
520 Bus Insurance	\$ 2,159		\$ 6,500	\$ 2,429 37.4%
530 Communication (phone, phone stipends, postage..)	\$ 36,984		\$ 43,500	\$ 12,786 29.4%
540 Marketing	\$ 49,345		\$ 73,000	\$ 12,721 17.4%
542 Board Expenses	\$ 1,260		\$ 3,000	\$ 975 32.5%
580 Travel (Staff)	\$ 23,306		\$ 8,300	\$ 4,985 60.1%
591 Activities / Student Council	\$ 19,472		\$ 6,500	\$ 1,621 24.9%
592 Athletics - Services & Stipends	\$ 3,650		\$ 6,800	\$ 8,037 118.2%
593 SPO Service Expenses	\$ 7,175		\$ 4,200	\$ 3,874 92.2%
599 Teacher Recruitment	\$ 3,867		\$ 6,500	\$ 2,579 39.7%
<b>Total 500:</b>	<b>\$ 226,770</b>	<b>\$ -</b>	<b>\$ 233,300</b>	<b>\$ 64,780 27.8%</b>
<b>600 Supplies and Materials</b>				
610 Educational / Classroom Supplies	\$ 219,645		\$ 137,000	\$ 55,714 40.7%
611 Extracurricular Supplies	\$ 25,714		\$ 10,000	\$ 8,697 87.0%
612 Copy Paper	\$ 21,261		\$ 21,000	\$ 9,722 31.0%
612 Office Supplies	\$ 32,826		\$ 43,000	\$ 13,350 31.0%
613 Drama	\$ 8,631		\$ 3,200	
618 Support Service Materials (SpEd)	\$ 12,245		\$ 31,500	
618 CCGP (Counseling) Materials	\$ 11,257		\$ 21,600	\$ 3,560 16.5%
619 Training & Appreciation Supplies	\$ 43,924	\$ 13,000	\$ 39,000	\$ 10,053 25.8%
619 Athletics and Other			\$ 4,000	
613 Pre School Supplies & Materials	\$ 75,564		\$ 100,000	\$ 28,833 28.8%
619 SPO Materials	\$ 92,435	\$ 10,000	\$ 57,000	\$ 12,363 21.7%
621 Natural Gas	\$ 51,385		\$ 45,500	\$ 1,985 4.4%
622 Electricity	\$ 173,638		\$ 175,000	\$ 80,456 46.0%
624 Fuel for the Buses	\$ 21,759		\$ 19,000	\$ 7,428 39.1%
631 Lunch Program Food	\$ 463,938		\$ 425,000	\$ 116,835 27.5%
641 Curriculum	\$ 171,744		\$ 143,000	\$ 116,069 81.2%
644 Library	\$ 2,757		\$ 3,000	\$ 1,127 37.6%
650 Tech Supplies (Under \$500)	\$ 222,697		\$ 231,100	\$ 36,470 15.8%
670 Educational Software	\$ 90,227	\$ 10,000	\$ 46,000	\$ 53,711 116.8%
670 QuickB / Acuity / Blackboard / Time Cards	\$ 5,307		\$ 50,000	\$ 100 0.2%
680 Maintenance & Cleaning Supplies	\$ 92,823		\$ 101,000	\$ 15,716 15.6%
680 Bus Maintenance Supplies	\$ 2,021		\$ 6,500	\$ 947 14.6%
<b>Total 600:</b>	<b>\$ 1,841,798</b>	<b>\$ 33,000</b>	<b>\$ 1,712,400</b>	<b>\$ 573,136 33.5%</b>
<b>700 Property, Equipment</b>				
710 Land & Site Improvements		\$ 140,000	\$ 140,000	\$ 184,578 131.8%
720 Buildings	\$ 12,224	\$ (115,000)	\$ -	\$ - #DIV/0!
732 School Buses	\$ 10,000	\$ 75,000	\$ 200,000	
733 Furniture				\$ 5,297 #DIV/0!
734 Technology-Related Hardware & Software			\$ 5,297	\$ 5,297 #DIV/0!
738 Kitchen Equipment	\$ 12,357		\$ 100,000	
740 Depreciation Expense			\$ 100,000	\$ 5,298 #DIV/0!
739 Facility Equipment			\$ 100,000	\$ 5,298 5.3%
<b>Total 700:</b>	<b>\$ 34,581</b>	<b>\$ 100,000</b>	<b>\$ 540,000</b>	<b>\$ 195,173 36.1%</b>
<b>800 Debt Service and Misc</b>				
810 Dues & Fees / Bank Fees	\$ 21,017		\$ 35,000	\$ 5,240 15.0%
<b>Informational</b>				
830 Interest (Series 2019 Bonds)	\$ 1,892,105		\$ 1,870,750	\$ 623,583 33.3%
840 Principal (Series 2019 Bonds)	\$ 919,167		\$ 975,000	\$ 325,000 33.3%
850 Carry Over			\$ 74,500	
844 Series 2019 Bonds - Moral Ob ins, rating, Trustee fee	\$ 91,193		\$ 70,000	
<b>Total 800:</b>	<b>\$ 2,923,482</b>	<b>\$ -</b>	<b>\$ 3,025,250</b>	<b>\$ 953,823 31.5%</b>
<b>Total Expenses:</b>	<b>\$ 21,185,923</b>	<b>\$ 223,164</b>	<b>\$ 22,881,286</b>	<b>\$ 5,228,057 22.8%</b>
<b>Net Income:</b>	<b>\$ 1,120,127</b>	<b>\$ 250,269</b>	<b>\$ 725,164</b>	<b>\$ 2,268,912 312.9%</b>
		<b>Goal of 5%</b>	<b>\$ 1,180,323</b>	
		<b>Min Goal of 3%</b>	<b>\$ 708,194</b>	

Bond transaction  
Bond Proceeds \$ 48,000,499

**Budget Detail Report**

	(2,062 Students)		(2,018 Students)	(2,065 Students)	
	FY22 Final Actuals	Changes	FY23 Forecast	FY 23 YTD	% of Forecast
Land & Site Improvements	\$ (52,910)				
Buildings	\$ (31,517,441)				
Principal Payments	\$ (14,645,000)				
Debt Issuance Cost	\$ (1,469,002)				

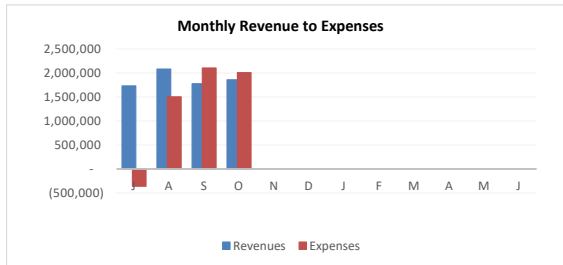
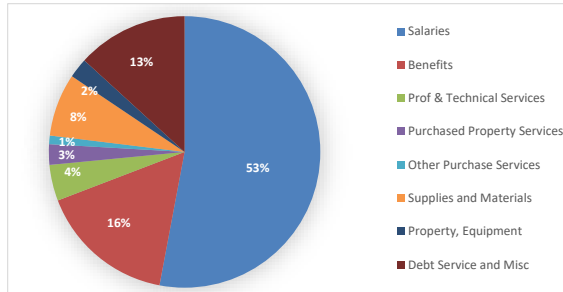


Draper -- Bluffdale -- Independence

## Financial Summary as of October 31, 2022

### 33.0% through the Year **BUDGET REPORT** **EXPENSES** **RATIOS**

	Year-to Date Actuals	Adopted Budget Budget	Forecast	% of Forecast
Enrollment	2,018	2,065	2,018	
<b>Revenue</b>				
1000 Local	\$ 532,214	\$ 1,997,207	\$ 2,497,207	21%
3000 State	\$ 6,871,093	\$ 19,826,610	\$ 19,807,477	35%
4000 Federal	\$ 93,662	\$ 1,309,200	\$ 1,301,796	7%
<b>Total Revenue</b>	<b>\$ 7,496,969</b>	<b>\$ 23,133,017</b>	<b>\$ 23,606,480</b>	<b>32%</b>
<b>Expenses</b>				
100 Salaries	\$ 2,251,376	\$ 12,102,108	\$ 12,118,272	19%
200 Benefits	\$ 787,979	\$ 3,643,687	\$ 3,711,187	21%
300 Prof & Technical Services	\$ 181,517	\$ 974,377	\$ 981,877	18%
400 Purchased Property Services	\$ 220,274	\$ 559,000	\$ 559,000	39%
500 Other Purchase Services	\$ 64,780	\$ 233,300	\$ 233,300	28%
600 Supplies and Materials	\$ 573,136	\$ 1,679,400	\$ 1,712,400	33%
700 Property, Equipment	\$ 195,173	\$ 440,000	\$ 540,000	36%
800 Debt Service and Misc	\$ 953,823	\$ 3,025,250	\$ 3,025,250	32%
<b>Total Expenses</b>	<b>\$ 5,228,058</b>	<b>\$ 22,657,122</b>	<b>\$ 22,881,286</b>	<b>23%</b>
<b>Net Income from Operations</b>	<b>\$ 2,268,911</b>	<b>\$ 475,895</b>	<b>\$ 725,194</b>	
Operating Margin	30.3%	2.1%	3.1%	

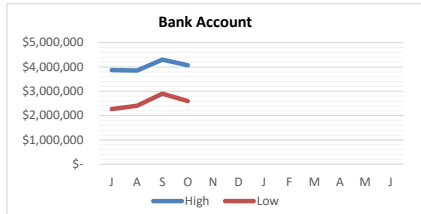


	Actual	Goal	Nat S&P Medians
Operating Margin	3.1%	4.0%	
Debt Service Coverage	1.24	1.3	1.50
Days Cash on Hand	156	100	143
Building Payment %	12.8%	< 20%	12%

Cash Reserve	Operating Margin
\$0-\$300,000	5%
\$300,000-\$500,000	4%
\$500,000-and above	3%

### **CASH** **RESERVES** **ENROLLMENT**

Ending Cash Balance	\$ 9,803,712
Days Cash on Hand	156



	Actual Ytd	Forecast
<b>Last Year Reserve Balance</b>	<b>\$ 11,085,706</b>	<b>\$ 11,085,706</b>
Reserves Added this Year	\$ 2,268,911	\$ 766,175
Expenses from Reserves		
West Side Project	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
<b>New Reserve Balance</b>	<b>\$ 13,354,617</b>	<b>\$ 11,851,881</b>

DEU	\$ 1,132,856.10
Capital Projects	\$4,500,000
Contingencies	\$3,500,000
Construction	\$1,019,000
Educational	\$850,000
Special Revenue Funds	\$850,000

	S	O	N	D	J	F	M	A	M
<b>K</b>	260	255							
<b>1</b>	227	229							
<b>2</b>	245	245							
<b>3</b>	220	221							
<b>4</b>	245	244							
<b>5</b>	238	241							
<b>6</b>	207	206							
<b>7</b>	199	197							
<b>8</b>	182	180							
<b>Total</b>	2023	2018	0	0	0	0	0	0	0

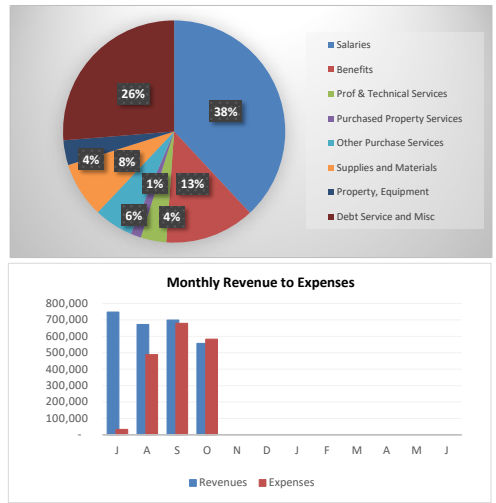


# Financial Summary

as of October 31, 2022

## 33.0% through the Year BUDGET REPORT EXPENSES RATIOS

	Year-to Date Actuals	Approved Budget	Forecast	% of Forecast
Enrollment	510	550	510	
<b>Revenue</b>				
1000 Local	\$ 553,136	\$ 470,000	\$ 780,000	71%
3000 State	\$ 2,290,230	\$ 6,164,673	\$ 6,170,748	37%
4000 Federal (Reimbursement, Come Later)	\$ 25,451	\$ 466,500	\$ 466,500	5%
<b>Total Revenue</b>	<b>\$ 2,868,817</b>	<b>\$ 7,101,173</b>	<b>\$ 7,417,248</b>	<b>39%</b>
<b>Expenses</b>				
100 Salaries	\$ 519,566	\$ 2,403,231	\$ 2,634,349	20%
200 Benefits	\$ 186,806	\$ 884,964	\$ 904,964	21%
300 Prof & Technical Services	\$ 60,007	\$ 249,243	\$ 257,243	23%
400 Purchased Property Services	\$ 29,474	\$ 106,000	\$ 106,000	28%
500 Other Purchase Services	\$ 145,900	\$ 372,500	\$ 392,500	37%
600 Supplies and Materials	\$ 203,519	\$ 563,500	\$ 558,500	36%
700 Property, Equipment	\$ 116,334	\$ 300,000	\$ 250,000	47%
800 Debt Service and Misc	\$ 525,993	\$ 1,818,309	\$ 1,818,309	29%
<b>Total Expenses</b>	<b>\$ 1,787,599</b>	<b>\$ 6,697,747</b>	<b>\$ 6,921,865</b>	<b>26%</b>
<b>Net Income from Operations</b>	<b>\$ 1,081,218</b>	<b>\$ 403,426</b>	<b>\$ 495,383</b>	
Operating Margin	37.7%	5.7%	6.7%	



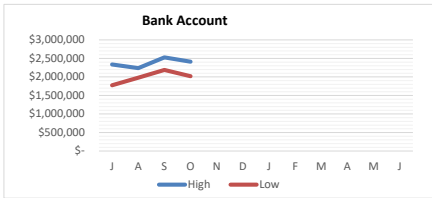
	Actual	Goal
Operating Margin	6.7%	3.0%
Debt Service Coverage	1.27	1.1
Days Cash on Hand	155	90
Building Payment %	24.3%	< 20%

Cash Reserve	Operating Margin
\$0-\$300,000	5%
\$300,000-\$500,000	4%
\$500,000-and above	3%

## CASH RESERVES ENROLLMENT

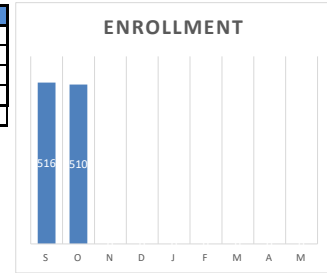
Unrestricted Cash Balance	\$ 2,277,601
Days Cash on Hand (Unrestricted/Restricted)	120
Ending Cash Balance	\$ 2,947,916
Days Cash on Hand (Unrestricted/Restricted)	155



	Actual Ytd	Forecast
Last Year Reserve Balance 6/30/20	\$ 1,872,439	\$ 1,872,439
Reserves Added this Year	\$ 1,081,218	\$ 495,383
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
<b>New Reserve Balance</b>	<b>\$ 2,953,657</b>	<b>\$ 2,367,822</b>

DEU	\$ 334,887.35
Capital Projects	\$500,000
Contingencies	\$500,000
Construction	\$250,000
Educational	\$500,000
Special Revenue Funds	\$283,000
	\$ 2,367,887.35

	S	O	N	D	J	F	M	A	M
9	141	142							
10	140	137							
11	127	123							
12	108	108							
<b>Total</b>	<b>516</b>	<b>510</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



Actuals as of: **October 31, 2022**  
 of Year: 33% Percentage



**Draper**  
 .39 Oct 1 / .392 WPU

**Budget Detail Report**

**Revenue**

	(876 Students) FY22 Final Actuals	Changes	(718 Students) FY23 Forecast	(767 Students) FY23 YTD	% of Forecast
<b>1000 Local</b>					
1600 Food Sales	\$ 4,440	\$ 98,000	\$ 100,000	\$ 46,995	47.0%
1710 Student Activities (Admissions, Store, Std Org Memb)	\$ 6,312		\$ 8,000	\$ 4,455	55.7%
1740 Fees (includes Spirit Packs)	\$ 39,654		\$ 75,000	\$ 26,928	35.9%
1770 Fundraisers	\$ 33,741		\$ 20,000	\$ 7,976	39.9%
1910 Rentals	\$ 11,347		\$ 20,000	\$ 1,928	9.6%
1920 Contributions / Donations	\$ 1,135		\$ 5,000	\$ 1,069	21.4%
1930 Gain / Loss on Sale of Assets			\$ 1,200		0.0%
1950 Revenue from Other Schools (High School)					#DIV/0!
1990 Miscellaneous	\$ 2,012	\$ 3,000	\$ 12,000	\$ 4,868	40.6%
<b>Total 1000:</b>	<b>\$ 98,641</b>	<b>\$ 101,000</b>	<b>\$ 241,200</b>	<b>\$ 94,219</b>	<b>39.1%</b>
<b>3000 State</b>					
3010 Regular School Prgm K-12	\$ 2,881,207		\$ 2,648,654	\$ 874,056	33.0%
3520 School Land Trust	\$ 102,076		\$ 101,814	\$ 101,814	100.0%
3151 CCA	\$ 2,901		\$ 5,300		0.0%
3100 CCGP	\$ 20,000		\$ 20,000	\$ 626	3.1%
3500 Counseling	\$ 50,000		\$ 50,000	\$ 50,000	100.0%
3655 DTL	\$ 83,000	\$ (67,655)	\$ 34,159		0.0%
3000 Share of SPED State	\$ 454,182		\$ 626,154	\$ 206,630	33.0%
3000 Share of state funding	\$ 3,390,626		\$ 3,480,771	\$ 1,148,654	33.0%
<b>Total 3000:</b>	<b>\$ 6,983,992</b>	<b>\$ (67,655)</b>	<b>\$ 6,966,852</b>	<b>\$ 2,381,780</b>	<b>34.2%</b>
<b>4000 Federal- Comes in later in the year, Reimbursement</b>					
4700 CARES Funding (GEERS, CARES)	\$ 107,183		\$ 135,780.00	\$ 7,940.00	5.8%
4801 Title I	\$ 11,600		\$ 11,600.00	\$ 2,064.00	17.8%
4000 Share of SPED IDEA	\$ 62,500		\$ 62,500.00		
4522 Share of federal funding	\$ 10,014		\$ 23,882		0.0%
<b>Total 4000:</b>	<b>\$ 191,297</b>	<b>\$ -</b>	<b>\$ 233,762</b>	<b>\$ 10,004</b>	<b>4.3%</b>
<b>Total Revenue:</b>	<b>\$ 7,273,930</b>	<b>\$ 33,345</b>	<b>\$ 7,441,814</b>	<b>\$ 2,475,999</b>	<b>33.3%</b>

**Expenses**

	(876 Students) FY22 Final Actuals	Changes	(718 Students) FY23 Forecast	(767 Students) FY23 YTD	% of Forecast
<b>100 Salaries</b>					
115 Supervisors/Instructional Coaches	\$ 23,451				#DIV/0!
121 Principals & Assistants	\$ 160,198		\$ 159,959	\$ 34,441	21.5%
131 Teachers	\$ 2,189,685		\$ 2,065,300	\$ 322,132	15.6%
131 SPED Teachers	\$ (37,683)		\$ 250,689	\$ 29,100	
132 Substitutes	\$ 56,955		\$ 50,000	\$ 7,543	15.1%
133 Support Services Salaries	\$ -		\$ 25,000		0.0%
134 Educational Stipends	\$ 105,935	\$ 10,000	\$ 65,000	\$ 30,197	46.5%
134 Coaching Stipends	\$ 5,500		\$ 6,000	\$ 2,800	46.7%
142 Guidance Counselors	\$ 129,714		\$ 115,360	\$ 28,933	25.1%
145 Librarians	\$ 11,755		\$ 17,000		0.0%
152 Office Staff	\$ 107,384		\$ 105,303	\$ 38,413	36.5%
152 Special Education / CCGP Secretaries	\$ 1,922	\$ 4,000	\$ 5,000	\$ 3,772	75.4%
161 Classroom Paraprofessionals	\$ 301,186		\$ 339,000	\$ 60,541	17.9%
161 Special Education Paraprofessionals	\$ 172,205		\$ 170,604	\$ 69,480	40.7%
182 Custodial / Maintenance Personnel	\$ 56,601		\$ 65,000	\$ 19,818	30.5%
<b>Total 100:</b>	<b>\$ 3,284,808</b>	<b>\$ 14,000</b>	<b>\$ 3,439,215</b>	<b>\$ 647,170</b>	<b>18.8%</b>
<b>200 Benefits</b>					
210 URS Pension & 401k employer contributions	\$ 525,914		\$ 522,612	\$ 164,876	31.5%
220 Social Security & Medicare ER Match	\$ 223,202		\$ 251,830	\$ 53,658	21.3%
241 Health Insurance	\$ 238,631		\$ 310,652	\$ 103,303	33.3%
290 Health Savings Account (Employer)	\$ 24,410		\$ 30,000	\$ 7,303	24.3%
270 Worker's Compensation Fund		\$ 4,375	\$ 12,875		0.0%
280 Unemployment Insurance					#DIV/0!
<b>Total 200:</b>	<b>\$ 1,012,157</b>	<b>\$ 4,375</b>	<b>\$ 1,127,969</b>	<b>\$ 329,140</b>	<b>29.2%</b>
<b>300 Prof &amp; Technical Services</b>					
310 Professional Educational Services			\$ 2,000	\$ 126	6.3%
310 Substitutes (Sub Services)	\$ 22,824		\$ 32,000	\$ 3,168	9.9%
321 Support Services (Orion)	\$ 219,165		\$ 234,767	\$ 49,996	21.3%
323 Support Services (Not Orion)	\$ 29,224		\$ 30,000	\$ 2,800	9.3%
330 Employee Training & Development	\$ 11,652		\$ 18,000	\$ 6,004	33.4%
355 Technical Services (Blackboard/Acuity/etc)			\$ 1,500		0.0%
<b>Total 300:</b>	<b>\$ 282,865</b>	<b>\$ -</b>	<b>\$ 318,267</b>	<b>\$ 62,094</b>	<b>19.5%</b>
<b>400 Purchased Property Services</b>					
410 Water / Sewage / Garbage	\$ 30,265		\$ 27,000	\$ 13,305	49.3%
420 Cleaning Services (Vanguard Cleaning Sys of Utah)	\$ 65,978		\$ 75,000	\$ 26,385	35.2%

	(767 Students) FY23 Adopted Budget	Notes
\$ 98,000	\$ 2,000	Lunch Update
\$ 8,000	\$ 8,000	
\$ 75,000	\$ 75,000	
\$ 20,000	\$ 20,000	
\$ 20,000	\$ 20,000	
\$ 5,000	\$ 5,000	
\$ 1,200	\$ 1,200	
\$ 3,000	\$ 9,000	Slight Adjustment
\$ 101,000	\$ 138,200	
\$ 2,648,654	\$ 2,648,654	Includes ADK
\$ 101,814	\$ 101,814	
\$ 5,300	\$ 5,300	
\$ 20,000	\$ 20,000	
\$ 50,000	\$ 50,000	
\$ (67,655)	\$ 101,814	
\$ 626,154	\$ 626,154	
\$ 3,480,771	\$ 3,480,771	
\$ (67,655)	\$ 7,034,507	
\$ 135,780.00	\$ 135,780.00	
\$ 11,600.00	\$ 11,600.00	
\$ 62,500.00	\$ 62,500.00	
\$ 23,882	\$ 23,882	
\$ -	\$ 233,762	
\$ 33,345	\$ 7,406,469	
\$ 159,959	\$ 159,959	
\$ 2,065,300	\$ 2,065,300	
\$ 250,689	\$ 250,689	
\$ 50,000	\$ 50,000	
\$ 25,000	\$ 25,000	
\$ 10,000	\$ 55,000	Increase due to some summer stipends
\$ 6,000	\$ 6,000	
\$ 115,360	\$ 115,360	
\$ 17,000	\$ 17,000	
\$ 105,303	\$ 105,303	
\$ 1,000	\$ 1,000	
\$ 339,000	\$ 339,000	
\$ 170,604	\$ 170,604	
\$ 65,000	\$ 65,000	
\$ 14,000	\$ 3,425,215	
\$ 522,612	\$ 522,612	
\$ 251,830	\$ 251,830	
\$ 310,652	\$ 310,652	
\$ 30,000	\$ 30,000	
\$ 4,375	\$ 8,500	Increased Policy
\$ 4,375	\$ 1,123,594	
\$ 2,000	\$ 2,000	
\$ 32,000	\$ 32,000	
\$ 234,767	\$ 234,767	
\$ 30,000	\$ 30,000	
\$ 18,000	\$ 18,000	
\$ 1,500	\$ 1,500	
\$ -	\$ 318,267	
\$ 27,000	\$ 27,000	
\$ 75,000	\$ 75,000	

431 Repairs / Maintenance / Monitoring	\$ 66,600	\$ 80,000	\$ 35,688	44.6%	
435 Lawn Care & Snow Removal	\$ 22,138	\$ 40,000	\$ 10,750	26.9%	
443 Lease of Copy Machines & Rental of mail machine	\$ 22,834	\$ 30,000	\$ 6,098	20.3%	
<b>Total 400:</b>	<b>\$ 207,815</b>	<b>\$ 252,000</b>	<b>\$ 92,226</b>	<b>36.6%</b>	
500 Other Purchased Services					
530 Communication	\$ 15,807	\$ 14,000	\$ 3,569	25.5%	
540 Marketing	\$ 7,652	\$ 2,000	\$ 100	5.0%	
580 Travel	\$ 3,939	\$ 3,000	\$ 3,449	115.0%	
591 Activities / Student Council	\$ 4,461	\$ 3,000	\$ -	0.0%	
592 Athletics	\$ -	\$ 3,000	\$ 4,037	100.9%	
593 SPO Services purchased	\$ 2,611	\$ -	\$ 2,817	#DIV/0!	
<b>Total 500:</b>	<b>\$ 34,470</b>	<b>\$ 26,000</b>	<b>\$ 13,972</b>	<b>53.7%</b>	
600 Supplies and Materials					
610 General Educational Supplies	\$ 68,476	\$ 50,000	\$ 12,822	25.6%	
613 Drama	\$ 1,410	\$ 1,200	\$ -	0.0%	
619 Athletics / Spirit Packs	\$ 14,272	\$ 5,000	\$ 3,682	73.6%	
619 Student Council Materials	\$ 787	\$ 1,500	\$ 1,106	73.7%	
612 Copy Paper	\$ 8,967	\$ 8,000	\$ 4,392	54.9%	
612 Office Supplies / Postage	\$ 8,161	\$ 8,000	\$ 2,538	31.7%	
618 Support Services Materials	\$ 4,045	\$ 8,000	\$ -	0.0%	
618 CCGP (Counseling)	\$ 7,184	\$ 12,000	\$ 3,560	29.7%	
619 Training & Appreciation	\$ 3,820	\$ 3,500	\$ 1,251	35.7%	
619 SPO Materials purchased	\$ 22,382	\$ 30,000	\$ 9,704	32.3%	
621 Natural Gas	\$ 28,249	\$ 23,000	\$ 1,049	4.6%	
622 Electricity	\$ 81,069	\$ 90,000	\$ 40,036	44.5%	
641 Curriculum	\$ 93,040	\$ 80,000	\$ 80,973	101.2%	
644 Library	\$ 1,863	\$ 1,000	\$ 212	21.2%	
650 Tech Supplies (Under \$500)	\$ 67,963	\$ 45,000	\$ 16,289	36.2%	
670 Software	\$ 32,102	\$ 20,000	\$ 22,986	114.9%	
680 Maintenance & Cleaning Supplies	\$ 40,441	\$ 40,000	\$ 6,008	15.0%	
<b>Total 600:</b>	<b>\$ 484,231</b>	<b>\$ 426,200</b>	<b>\$ 206,608</b>	<b>48.5%</b>	
700 Property, Equipment					
710 Land & Site Improvements	\$ 135,566	\$ 100,000	\$ 106,169	106.2%	
733 Furniture	\$ 31,836	\$ -	\$ -	#DIV/0!	
734 Technology-Related Hardware & Software	\$ -	\$ -	\$ -	#DIV/0!	
739 Facility Equipment	\$ -	\$ -	\$ -	#DIV/0!	
<b>Total 700:</b>	<b>\$ 167,402</b>	<b>\$ 100,000</b>	<b>\$ 106,169</b>	<b>106.2%</b>	
800 Debt Service and Misc					
810 Dues & Fees	\$ 4,512	\$ 6,000	\$ 319	5.3%	
830 Interest (Series 2019 Bonds)	\$ 525,044	\$ 539,300	\$ 177,969	33.0%	
840 Principal (Series 2019 Bonds)	\$ 340,985	\$ 475,000	\$ 156,750	33.0%	
844 Series 2019 Bonds - Moral Ob ins, rating, Trustee fee-	\$ -	\$ 20,000	\$ -	0.0%	
850 Carry Over	\$ -	\$ 22,500	\$ -	0.0%	
899 Share of District Level costs	\$ 525,000	\$ 591,525	\$ 195,203	33.0%	
<b>Total 800:</b>	<b>\$ 1,395,541</b>	<b>\$ 1,654,325</b>	<b>\$ 530,241</b>	<b>32.1%</b>	
<b>Total Expenses:</b>	<b>\$ 6,869,289</b>	<b>\$ 126,375</b>	<b>\$ 7,343,976</b>	<b>27.1%</b>	
<b>Net Income:</b>	<b>\$ 404,641</b>	<b>\$ (93,030)</b>	<b>\$ 97,838</b>	<b>\$ 488,379</b>	<b>220.3%</b>
		Goal of 5%	\$ 372,091		
		Min Goal of 3%	\$ 223,254		

	\$ 80,000			
	\$ 40,000			
	\$ 30,000			
	\$ -	\$ 252,000		
	\$ 14,000			
	\$ 2,000			
	\$ 3,000			
	\$ 3,000			
\$ 3,000	\$ 1,000			
\$ 3,000	\$ 23,000			
	\$ 50,000			
	\$ 1,200			
	\$ 5,000			
	\$ 1,500			
	\$ 8,000			
	\$ 8,000			
	\$ 8,000			
	\$ 8,000			
	\$ 12,000			
	\$ 3,500			
	\$ 30,000			
	\$ 23,000			
	\$ 90,000			
	\$ 80,000			
	\$ 1,000			
	\$ 45,000			
\$ 5,000	\$ 15,000			
\$ 5,000	\$ 40,000			
\$ 5,000	\$ 421,200			
\$ 100,000	\$ -			From LEA- Carpets
\$ -	\$ -			
\$ -	\$ -			
\$ -	\$ -			
\$ 100,000	\$ -			
	\$ 6,000			
	\$ 539,300			
	\$ 475,000			
	\$ 20,000			
	\$ 22,500			
	\$ 591,525			
\$ -	\$ 1,654,325			
\$ 126,375	\$ 7,217,601			
\$ (93,030)	\$ 188,868			
Goal of 5%	\$ 370,323			
Min Goal of 3%	\$ 222,194			



Actuals as of: **October 31, 2022** Percentage of Year: 33%

### Independence

.408 Oct 1 / .403 WPU

## Budget Detail Report

	(#70 Students)		(#30 Students) (#48 Students)				(#48 Students)	
	FY22 Final Actuals	Changes	FY23 Forecast	FY 23 YTD	% of Forecast	Changes	FY23 Adopted Budget	
<b>Revenue</b>								
1000 Local								
1600 Food Sales	\$ 2,928	\$ 75,000	\$ 75,000	\$ 53,578	71.44%	\$ 75,000	\$ 16,000	Lunch Update
1710 Student Activities (Admissions, Store, Std Org Memb)	\$ 19,820		\$ 16,000	\$ 6,243	39.02%		\$ 42,000	
1740 Fees (Includes Spirit Packs)	\$ 44,825		\$ 42,000	\$ 32,014	76.22%		\$ 27,000	
1770 Fundraisers	\$ 86,331		\$ 27,000	\$ 17,598	65.18%		\$ 26,000	
1910 Rentals	\$ 29,413		\$ 26,000	\$ 1,706	6.56%		\$ 7,000	
1920 Contributions / Donations	\$ 17,070		\$ 7,000	\$ 2,330	33.29%		\$ -	
1930 Gain / Loss on Sale of Assets					#DIV/0!		\$ -	
1950 Revenue from Other Schools (High School)					#DIV/0!		\$ -	
1990 Miscellaneous	\$ 5,030	\$ 2,000	\$ 2,000	\$ 645	32.25%	\$ 2,000	\$ -	
<b>Total 1000:</b>	<b>\$ 202,489</b>	<b>\$ 77,000</b>	<b>\$ 195,000</b>	<b>\$ 114,114</b>	<b>58.5%</b>	<b>\$ 77,000</b>	<b>\$ 118,000</b>	
3000 State								
3010 Regular School Prgm K-12	\$ 3,052,686		\$ 2,954,981	\$ 975,144	33.0%		\$ 2,954,981	
3200 COVID					#DIV/0!			
3520 School Land Trust	\$ 116,017		\$ 124,432	\$ 108,709	87.4%		\$ 124,432	
3655 DTL	\$ 31,334	\$ (16,381)	\$ 67,719		0.0%	\$ (16,381)	\$ 84,100	
3100 CCGP	\$ 20,000		\$ 20,000	\$ 3,830	19.2%		\$ 20,000	
3500 Counseling	\$ 50,000		\$ 50,000	\$ 50,000	100.0%		\$ 50,000	
3700 CCA	\$ 10,201		\$ 6,015		0.0%		\$ 6,015	
3637 Dual Immersion	\$ 10,000		\$ 5,000		0.0%		\$ 5,000	
3000 Share of SPED state	\$ 751,292		\$ 684,776	\$ 225,976	33.0%		\$ 684,776	
3000 Share of state funding	\$ 3,547,116		\$ 3,845,690	\$ 1,269,078	33.0%		\$ 3,845,690	
<b>Total 3000:</b>	<b>\$ 7,588,646</b>	<b>\$ (16,381)</b>	<b>\$ 7,586,613</b>	<b>\$ 2,632,737</b>	<b>33.9%</b>	<b>\$ (16,381)</b>	<b>\$ 7,774,994</b>	
4000 Federal								
4700 CARES Funding (GEERS, CARES)			\$ 150,015.00	\$ 7,940.00	5.3%		\$ 150,015.00	
4801 Title I	\$ 4,395		\$ 20,400.00	\$ 2,064.00	10.1%		\$ 20,400.00	
4500 Share of IDEA	\$ 100,000		\$ 100,000.00		0.0%		\$ 100,000.00	
4522 Share of federal funding	\$ 10,424		\$ 26,368		0.0%		\$ 26,368	
<b>Total 4000:</b>	<b>\$ 10,424</b>	<b>\$ -</b>	<b>\$ 296,783</b>	<b>\$ 10,004</b>	<b>3.4%</b>	<b>\$ -</b>	<b>\$ 296,783</b>	
<b>Total Revenue:</b>	<b>\$ 7,801,559</b>	<b>\$ 60,619</b>	<b>\$ 8,250,396</b>	<b>\$ 2,746,851</b>	<b>33.3%</b>	<b>\$ 60,619</b>	<b>\$ 8,189,777</b>	
<b>Expenses</b>								
100 Salaries								
115 Supervisors & Directors					#DIV/0!			
121 Principals & Assistants	\$ 171,017		\$ 165,205	\$ 47,903	29.0%		\$ 165,205	
131 Teachers (Includes CCGS)	\$ 2,387,423		\$ 2,280,978	\$ 380,696	16.7%		\$ 2,280,978	
131 SPED Teachers	\$ (34,512)		\$ 208,968	\$ 90,327	43.2%		\$ 208,968	
132 Substitutes	\$ 69,345		\$ 50,000	\$ 14,647	29.3%		\$ 50,000	
133 Support Services Salaries	\$ -		\$ 25,000	\$ -	0.0%		\$ 25,000	
134 Coaching Stipends	\$ 7,100		\$ 6,500	\$ 3,000	46.2%		\$ 6,500	
134 Educational Stipends	\$ 106,948	\$ 1,200	\$ 67,200	\$ 33,402	49.7%	\$ 1,200	\$ 65,000	
142 Guidance Counselor & Social Worker	\$ 209,064		\$ 182,382	\$ 42,153	23.1%		\$ 182,382	
145 Librarians	\$ 14,286		\$ 13,543	\$ 3,268	24.1%		\$ 13,543	
152 Office Staff	\$ 101,955		\$ 92,044	\$ 22,329	24.3%		\$ 92,044	
152 Special Education / CCGP Secretaries	\$ 1,108		\$ 2,321		0.0%		\$ 2,321	
161 Classroom Paraprofessionals	\$ 266,109		\$ 403,688	\$ 72,932	18.1%		\$ 403,688	
161 Special Education Paraprofessionals	\$ 132,105		\$ 142,618	\$ 43,669	30.6%		\$ 142,618	
182 Custodial / Maintenance Personnel	\$ 120,064		\$ 140,897	\$ 42,490	30.2%		\$ 140,897	
<b>Total 100:</b>	<b>\$ 3,552,012</b>	<b>\$ 1,200</b>	<b>\$ 3,781,344</b>	<b>\$ 796,816</b>	<b>21.1%</b>	<b>\$ 1,200</b>	<b>\$ 3,779,144</b>	
200 Benefits								
210 URS Pension & 401k employer contributions	\$ 556,761		\$ 584,038	\$ 203,807	34.9%		\$ 584,038	
220 Social Security & Medicare ER Match	\$ 244,650		\$ 274,021	\$ 84,384	30.8%		\$ 274,021	
241 Health Insurance	\$ 313,585		\$ 374,602	\$ 103,336	27.6%		\$ 374,602	
290 Health Savings Account (Employer)	\$ 26,810		\$ 24,000	\$ 7,985	33.3%		\$ 24,000	
270 Worker's Compensation Fund	\$ 108	\$ 4,375	\$ (11,375)	\$ (108)	-0.9%	\$ 4,375	\$ 7,000	Increased Policy
280 Unemployment Insurance				\$ 16	#DIV/0!			
<b>Total 200:</b>	<b>\$ 1,141,914</b>	<b>\$ 4,375</b>	<b>\$ 1,268,036</b>	<b>\$ 399,420</b>	<b>31.5%</b>	<b>\$ 4,375</b>	<b>\$ 1,263,661</b>	
300 Prof & Technical Services								
310 Professional Educational Services					#DIV/0!			
310 Substitutes (Sub Services)	\$ 33,055		\$ 30,000	\$ 2,770	9.2%		\$ 30,000	
321 Support Services (Orion)	\$ 177,055		\$ 260,863	\$ 44,798	17.2%		\$ 260,863	
323 Support Services (Not Orion)	\$ 36,139		\$ 35,000	\$ 7,438	21.3%		\$ 35,000	
330 Employee Training & Development	\$ 8,669	\$ (1,200)	\$ 3,800	\$ 8,440	222.1%	\$ (1,200)	\$ 5,000	
<b>Total 300:</b>	<b>\$ 254,918</b>	<b>\$ (1,200)</b>	<b>\$ 329,663</b>	<b>\$ 63,446</b>	<b>19.2%</b>	<b>\$ (1,200)</b>	<b>\$ 330,863</b>	

400 Purchased Property Services				
410 Water / Sewage / Garbage	\$ 16,434	\$ 10,000	\$ 3,657	36.6%
420 Cleaning Services (Vanguard Cleaning Sys of Utah)	\$ 840		\$ 3,185	#DIV/0!
431 Repairs / Maintenance / Monitoring	\$ 48,076	\$ 55,000	\$ 26,105	47.5%
435 Lawn Care & Snow Removal	\$ 9,725	\$ 16,000	\$ 7,148	44.7%
443 Lease of Copy Machines & rental of mail machine	\$ 15,201	\$ 22,000	\$ 4,427	20.1%
<b>Total 400:</b>	<b>\$ 90,276</b>	<b>\$ 103,000</b>	<b>\$ 44,522</b>	<b>43.2%</b>
500 Other Purchased Services				
530 Communication	\$ 3,515	\$ 4,000	\$ 1,449	36.2%
540 Marketing	\$ 9,146	\$ 4,000	\$ 516	12.9%
580 Travel	\$ 10,418	\$ 800	\$ 281	35.1%
591 Activities / Student Council	\$ 12,929	\$ 3,500	\$ 710	20.3%
592 Athletics	\$ 3,650	\$ 5,800	\$ 4,000	69.0%
593 SPO Services purchased	\$ 4,045	\$ 4,200	\$ 25	0.6%
599 Teacher Recruitment	\$ 3,150	\$ 5,000		0.0%
<b>Total 500:</b>	<b>\$ 46,853</b>	<b>\$ 27,300</b>	<b>\$ 6,981</b>	<b>25.6%</b>
600 Supplies and Materials				
610 General Educational Supplies	\$ 74,025	\$ 57,000	\$ 19,696	34.6%
613 Drama	\$ 7,221	\$ 2,000	\$ 310	15.5%
619 Athletics / Spirit Packs	\$ 8,684	\$ 4,000	\$ 3,161	79.0%
619 Student Council Materials	\$ 2,408	\$ 3,500	\$ 437	12.5%
612 Copy Paper	\$ 7,212	\$ 8,000	\$ 3,078	38.5%
612 Office Supplies / Postage	\$ 7,194	\$ 10,000	\$ 3,958	39.6%
618 Support Services Materials	\$ 4,272	\$ 10,000		0.0%
618 CCGP (Counseling)	\$ 4,073	\$ 9,600		0.0%
619 Training & Appreciation	\$ 2,518	\$ 6,500	\$ 114	1.8%
619 SPO Materials purchased	\$ 50,294	\$ 10,000	\$ 1,872	18.7%
621 Natural Gas	\$ 14,059	\$ 13,000	\$ 590	4.5%
622 Electricity	\$ 59,516	\$ 55,000	\$ 24,294	44.2%
641 Curriculum	\$ 35,466	\$ 33,000	\$ 19,724	59.8%
644 Library	\$ 894	\$ 1,000	\$ 915	91.5%
650 Tech Supplies (Under \$500)	\$ 69,446	\$ (5,000)	\$ 86,100	3.3%
670 Software	\$ 27,762	\$ 5,000	\$ 16,879	105.5%
680 Maintenance & Cleaning Supplies	\$ 27,453	\$ 36,000	\$ 7,323	20.3%
<b>Total 600:</b>	<b>\$ 402,497</b>	<b>\$ 10,000</b>	<b>\$ 360,700</b>	<b>29.2%</b>
700 Property, Equipment				
710 Land & Site Improvements	\$ 14,891	\$ 15,000	\$ 17,063	113.8%
733 Furniture	\$ 8,527			#DIV/0!
734 Technology-Related Hardware & Software	\$ 7,264	\$ 50,000	\$ 29,148	58.3%
739 Facility Equipment				#DIV/0!
<b>Total 700:</b>	<b>\$ 30,682</b>	<b>\$ 15,000</b>	<b>\$ 65,000</b>	<b>26.3%</b>
800 Debt Service and Misc				
810 Dues & Fees	\$ 4,906	\$ 10,000	\$ 415	4.2%
830 Interest (Series 2019 Bonds)	\$ 711,433	\$ 824,200	\$ 271,986	33.0%
840 Principal (Series 2019 Bonds)	\$ 261,070	\$ 310,000	\$ 102,300	33.0%
844 Series 2019 Bonds - Moral Ob ins, rating, Trustee fee	\$ 77	\$ 30,000		0.0%
850 Carry Over		\$ 40,000		0.0%
899 Share of District Level costs	\$ 700,000	\$ 653,539	\$ 215,668	33.0%
<b>Total 800:</b>	<b>\$ 1,677,486</b>	<b>\$ -</b>	<b>\$ 1,867,739</b>	<b>31.6%</b>
<b>Total Expenses:</b>	<b>\$ 7,196,638</b>	<b>\$ 25,000</b>	<b>\$ 7,802,782</b>	<b>25.7%</b>
<b>Net Income:</b>	<b>\$ 604,921</b>	<b>\$ 35,619</b>	<b>\$ 447,614</b>	<b>\$ 740,074</b>
		Goal of 5%	\$ 412,520	
		Min Goal of 3%	\$ 247,512	

\$ 10,000	\$ 10,000		
		Carpets	
\$ 55,000	\$ 55,000		
\$ 16,000	\$ 16,000		
\$ 22,000	\$ 22,000		
\$ -	\$ 103,000		
\$ 4,000	\$ 4,000		
\$ 4,000	\$ 4,000		
\$ 800	\$ 800		
\$ 3,500	\$ 3,500		
\$ 5,800	\$ 5,800		
\$ 4,200	\$ 4,200		
\$ 5,000	\$ 5,000		
\$ -	\$ 27,300		
\$ 57,000	\$ 57,000		
\$ 2,000	\$ 2,000		
\$ 4,000	\$ 4,000		
\$ 3,500	\$ 3,500		
\$ 8,000	\$ 8,000		
\$ 10,000	\$ 10,000		
\$ 10,000	\$ 10,000		
\$ 9,600	\$ 9,600		
\$ 6,500	\$ 6,500		
\$ 10,000	\$ 13,000	Add	
\$ 55,000	\$ 55,000		
\$ 33,000	\$ 33,000		
\$ 1,000	\$ 1,000		
\$ (5,000)	\$ 91,100		
\$ 5,000	\$ 11,000		
\$ 10,000	\$ 36,000		
\$ 10,000	\$ 350,700		
\$ 15,000	\$ 15,000		
\$ 50,000	\$ 50,000		
\$ 10,000	\$ 10,000		
\$ 824,200	\$ 824,200		
\$ 310,000	\$ 310,000		
\$ 40,000	\$ 40,000		
\$ 653,539	\$ 653,539		
\$ -	\$ 1,867,739		
\$ 25,000	\$ 7,772,407		
\$ 35,619	\$ 417,370		
Goal of 5%	\$ 409,489		
Min Goal of 3%	\$ 245,693		

CARES/GEERS	DTL
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**State OBJECT Codes** carry over

131 Teacher Salary		
134 Educational Stipends		
161 Classroom Paraprofessionals	\$6,410.00	
200 40% of above	\$1,532.00	
310 Professional Educational Services		
321 Professional Educational Services		
323 Support Services (Not Orion)		
330 Employee Training & Development		
530 Communication		
540 Marketing		
580 Travel		
591 Ativities / Student Council		
592 Athletics		
593 SPO Services purchased		
610 General Educational Supplies	\$45.00	
613 Drama		
619 Athletics / Spirit Packs		
619 Student Council Materials		
612 Copy Paper		
612 Office Supplies / Postage		
618 Support Services Materials		
618 CCGP (Counseling)		
619 Training & Appreciation		
619 SPO Materials purchased		
621 Natural Gas		
622 Electricity		
641 Curriculum		
644 Library		
650 Tech Supplies (Under \$500)		\$2,854.00
670 Software	\$8,138.00	
680 Maintenance & Cleaning Supplies		
Total Expenses	\$ 16,125.00	
<b>SITE ALLOCATION AMOUNT</b>	<b>\$150,015</b>	<b>\$67,719</b>
AVAILABLE	\$133,890.00	\$64,865.00
Salary	\$43,590.00	



Actuals as of: **October 31, 2022**      Percentage of Year: 3

(412 Students)  
**FY22  
Actuals**

# Budget Detail Report

## Revenue

1000 Local	
1600 Food Sales	\$ 4,164
1710 Student Activities (Admissions, Store, Std Org Memb)	\$ 2,202
1740 Fees (includes Spirit Packs)	
1770 Fundraisers	\$ 30,468
1910 Rentals	\$ 2,584
1920 Contributions / Donations	\$ 3,428
1930 Gain / Loss on Sale of Assets	
1950 Revenue from Other Schools (High School)	
1990 Miscellaneous	\$ 15
<b>Total 1000:</b>	
	<b>\$ 42,861</b>
3000 State	
3010 Regular School Prgm K-12	\$ 1,380,977
3400 Dual Immersion	\$ 11,875
3520 School Land Trust	\$ 61,807
3655 DTL	\$ 15,653
3000 Share of SPED State	\$ 652,256
3000 Share of state funding	\$ 1,730,088
<b>Total 3000:</b>	
	<b>\$ 3,852,656</b>
4000 Federal	
4801 Title I	\$ 3,483
4700 CARES	
4500 Share of IDEA	\$ 76,925
4522 Share of federal funding	
<b>Total 4000:</b>	
	<b>\$ 80,408</b>
<b>Total Revenue:</b>	
	<b>\$ 3,975,925</b>

## Expenses

100 Salaries	
115 Supervisors & Directors	
121 Principals & Assistants	\$ 167,407
131 Teachers	\$ 1,132,943
131 SPED Teachers	\$ (32,140)

132 Substitutes	\$ 43,259
133 Support Services Salaries	
134 Coaching Stipends	
134 Educational Stipends	\$ 75,848
142 Guidance Counselors & Social Worker	\$ 50,617
143 Nurse	\$ 4,846
145 Librarians	\$ 9,314
152 Office Staff	\$ 57,136
152 Special Education / CCGP Secretaries	
161 Classroom Paraprofessionals	\$ 221,075
161 Special Education Paraprofessionals	\$ 136,024
182 Custodial / Maintenance Personnel	\$ 54,789
<i>Total 100:</i>	<i>\$ 1,921,118</i>
<b>200 Benefits</b>	
210 URS Pension & 401k employer contributions	\$ 277,810
220 Social Security & Medicare ER Match	\$ 124,538
241 Health Insurance	\$ 140,195
290 Health Savings Account (Employer)	\$ 11,908
270 Worker's Compensation Fund	
280 Unemployment Insurance	\$ 151
<i>Total 200:</i>	<i>\$ 554,602</i>
<b>300 Prof &amp; Technical Services</b>	
310 Professional Educational Services	
310 Substitutes (Sub Services)	\$ 14,356
321 Support Services (Orion)	\$ 199,136
323 Support Services (Not Orion)	\$ 28,234
330 Employee Training & Development	\$ 9,705
<i>Total 300:</i>	<i>\$ 251,431</i>
<b>400 Purchased Property Services</b>	
410 Water / Sewage / Garbage	\$ 33,741
420 Cleaning Services (Vanguard Cleaning Sys of Utah)	\$ 47,839
431 Repairs / Maintenance / Monitoring	\$ 38,763
435 Lawn Care & Snow Removal	\$ 9,938
443 Lease of Copy Machines & rental of mail machine	\$ 13,540
<i>Total 400:</i>	<i>\$ 143,821</i>
<b>500 Other Purchased Services</b>	
530 Communication	\$ 6,146
540 Marketing	\$ 7,755
580 Travel	\$ 208
591 Ativities / Student Council	\$ 243
592 Athletics	
593 SPO Services purchased	\$ 519
<i>Total 500:</i>	<i>\$ 14,871</i>
<b>600 Supplies and Materials</b>	
610 General Educational Supplies	\$ 21,930

612 Copy Paper	\$	5,082
612 Office Supplies / Postage	\$	6,812
618 Support Services Materials	\$	2,363
619 Training & Appreciation	\$	5,617
619 SPO Materials purchased	\$	19,760
621 Natural Gas	\$	9,078
622 Electricity	\$	33,053
641 Curriculum	\$	42,186
644 Library		
650 Tech Supplies (Under \$500)	\$	51,663
670 Software	\$	25,498
680 Maintenance & Cleaning Supplies	\$	20,526
<i>Total 600:</i>		\$ 243,568
<hr/>		
700 Property, Equipment		
710 Land & Site Improvements	\$	4,549
733 Furniture		
734 Technology-Related Hardware & Software		
739 Facility Equipment		
<i>Total 700:</i>		\$ 4,549
<hr/>		
800 Debt Service and Misc		
810 Dues & Fees	\$	4,089
830 Interest (Series 2019 Bonds)	\$	412,233
840 Principal (Series 2019 Bonds)	\$	150,434
844 Series 2019 Bonds - Moral Ob ins, rating, Trustee fee		
850 Carry Over		
899 Share of District Level costs		
<i>Total 800:</i>		\$ 566,756
<i>Total Expenses:</i>		\$ 3,700,716
<hr/>		
<i>Net Income:</i>		\$ 275,209

3%

# Bluffdale

.199 Oct 1 / .207 WPU

Changes	(470 Students)	(450 Students)	% of Forecast
	FY23 Forecast	FY 23 YTD	

\$ 55,000	55,000	\$ 36,878	67.05%
		\$ 2,520	#DIV/0!
		\$ 595	#DIV/0!
	\$ 29,000	\$ 15,220	52.5%
	\$ 1,000	\$ 630	63.0%
	\$ 2,000	\$ 104	5.2%
			#DIV/0!
			#DIV/0!
\$ 1,000	\$ 1,000	\$ 640	64.0%
\$ 56,000	\$ 88,000	\$ 56,587	64.3%

\$ 70,000	\$ 1,579,143	\$ 498,017	31.5%
	\$ 10,000	\$ 10,667	106.7%
	\$ 63,191	\$ 63,191	100.0%
\$ (2,674)	\$ 19,376		0.0%
	\$ 615,816	\$ 203,220	33.0%
	\$ 1,964,951	\$ 648,434	33.0%
\$ 67,326	\$ 4,252,477	\$ 1,423,529	33.5%

	\$ 14,100.00	\$ 2,064.00	14.6%
	\$ 76,650.00	\$ 7,940.00	10.4%
	\$ 87,500.00		0.0%
	\$ 13,482		0.0%
\$ -	\$ 191,732	\$ 10,004	5.2%
\$ 123,326	\$ 4,532,209	\$ 1,480,116	32.7%



	\$ 172,795	\$ 41,039	#DIV/0!
	\$ 1,060,743	\$ 177,251	16.7%
	\$ 223,521	\$ 49,415	22.1%

Changes	(450 Students)
	FY23 Adopted Budget

\$ 55,000	
	\$ 29,000
	\$ 1,000
	\$ 2,000
\$ 1,000	
\$ 56,000	\$ 32,000

\$ 70,000	\$ 1,509,143
	\$ 63,191
	\$ 10,000
\$ (2,674)	\$ 22,050
	\$ 615,816
	\$ 1,964,951
\$ 67,326	\$ 4,185,151

	\$ 14,100.00
	\$ 76,650.00
	\$ 87,500.00
	\$ 13,482
\$ -	\$ 191,732
\$ 123,326	\$ 4,408,883



	\$ 172,795
	\$ 1,060,743
	\$ 223,521

	\$ 20,000	\$ 8,288	41.4%
	\$ 20,000		0.0%
			#DIV/0!
\$ 10,000	\$ 35,000	\$ 30,854	88.2%
	\$ 32,528	\$ (4,846)	-14.9%
			#DIV/0!
	\$ 8,000		0.0%
	\$ 71,458	\$ 15,331	21.5%
	\$ 4,000		0.0%
	\$ 263,168	\$ 59,920	22.8%
	\$ 142,185	\$ 35,199	24.8%
	\$ 40,000	\$ 12,785	32.0%
\$ 10,000	\$ 2,093,398	\$ 425,236	20.3%

	\$ 20,000
	\$ 20,000
\$ 10,000	\$ 25,000
	\$ 32,528
	\$ 8,000
	\$ 71,458
	\$ 4,000
	\$ 263,168
	\$ 142,185
	\$ 40,000
\$ 10,000	\$ 2,083,398

	\$ 286,157	\$ 117,092	40.9%
	\$ 141,637	\$ 43,437	30.7%
	\$ 152,258	\$ 53,170	34.9%
\$ 4,375	\$ 15,000	\$ 3,328	22.2%
	\$ 11,375		0.0%
		\$ (151)	#DIV/0!
\$ 4,375	\$ 606,427	\$ 216,876	35.8%

	\$ 286,157
	\$ 141,637
	\$ 152,258
\$ 4,375	\$ 15,000
	\$ 7,000
	\$ 602,052

	\$ 500		0.0%
	\$ 32,000	\$ 9,354	29.2%
	\$ 178,807	\$ 28,880	16.2%
	\$ 40,000	\$ 1,738	4.3%
	\$ 12,000	\$ 4,737	39.5%
\$ -	\$ 263,307	\$ 44,709	17.0%

	\$ 500
	\$ 32,000
	\$ 178,807
	\$ 40,000
	\$ 12,000
\$ -	\$ 263,307

	\$ 36,000	\$ 24,778	68.8%
	\$ 37,000	\$ 19,579	52.9%
	\$ 20,000	\$ 14,428	72.1%
	\$ 21,500	\$ 9,209	42.8%
	\$ 19,000	\$ 2,693	14.2%
\$ -	\$ 133,500	\$ 70,687	52.9%

	\$ 36,000
	\$ 37,000
	\$ 20,000
	\$ 21,500
	\$ 19,000
\$ -	\$ 133,500

	\$ 8,500	\$ 3,381	39.8%
	\$ 2,000	\$ 39	2.0%
	\$ 1,000		0.0%
		\$ 175	#DIV/0!
			#DIV/0!
		\$ 1,032	#DIV/0!
\$ -	\$ 11,500	\$ 4,627	40.2%

	\$ 8,500
	\$ 2,000
	\$ 1,000
	\$ 11,500

	\$ 30,000	\$ 12,071	40.2%
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	\$ 30,000
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	\$ 5,000	\$ 2,252	45.0%
	\$ 5,000	\$ 2,087	41.7%
	\$ 10,000		0.0%
	\$ 4,000	\$ 53	1.3%
	\$ 17,000	\$ 865	5.1%
	\$ 9,500	\$ 346	3.6%
	\$ 30,000	\$ 16,126	53.8%
	\$ 30,000	\$ 12,022	40.1%
	\$ 1,000		0.0%
	\$ 20,000	\$ 13,078	65.4%
	\$ 10,000	\$ 8,311	83.1%
	\$ 25,000	\$ 2,506	10.0%
\$ -	\$ 196,500	\$ 69,717	35.5%

	\$ 5,000
	\$ 5,000
	\$ 10,000
	\$ 4,000
	\$ 17,000
	\$ 9,500
	\$ 30,000
	\$ 30,000
	\$ 1,000
	\$ 20,000
	\$ 10,000
	\$ 25,000
\$ -	\$ 196,500

\$ 15,000	\$ 15,000	\$ 14,427	96.2%
			#DIV/0!
			#DIV/0!
			#DIV/0!
\$ 15,000	\$ 15,000	\$ 14,427	96.2%

\$ 15,000	
\$ -	\$ -
\$ -	\$ -
\$ 15,000	\$ -

	\$ 4,000	\$ 415	10.4%
	\$ 507,250	\$ 167,392	33.0%
	\$ 190,000	\$ 62,700	33.0%
	\$ 20,000		0.0%
	\$ 12,000		0.0%
	\$ 339,925	\$ 112,175	33.0%
\$ -	\$ 1,073,175	\$ 342,682	31.9%
\$ 29,375	\$ 4,392,807	\$ 1,188,961	27.1%

	\$ 4,000
	\$ 507,250
	\$ 190,000
	\$ 20,000
	\$ 12,000
	\$ 339,925
\$ -	\$ 1,073,175
\$ 25,000	\$ 4,363,432

\$ 93,951	\$ 139,402	\$ 291,155	197.4%
Goal of 5%	\$ 226,610		
Min Goal of 3%	\$ 135,966		

\$ 98,326	\$ 45,451
Goal of 5%	\$ 220,444
Min Goal of 3%	\$ 132,266

CARES/GEERS	DTL
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**State OBJECT Codes** carry over

131 Teacher Salary		
134 Educational Stipends		
161 Classroom Paraprofessionals	\$10,281.00	
200 40% of above	\$1,995.00	
310 Professional Educational Services		
321 Professional Educational Services		
323 Support Services (Not Orion)		
330 Employee Training & Development		
530 Communication		
540 Marketing		
580 Travel		
591 Ativities / Student Council		
592 Athletics		
593 SPO Services purchased		
610 General Educational Supplies	\$345.00	
613 Drama		
619 Athletics / Spirit Packs		
619 Student Council Materials		
612 Copy Paper		
612 Office Supplies / Postage		
618 Support Services Materials		
618 CCGP (Counseling)		
619 Training & Appreciation		
619 SPO Materials purchased		
621 Natural Gas		
622 Electricity		
641 Curriculum		
644 Library		
650 Tech Supplies (Under \$500)		\$14,549.00
670 Software		
680 Maintenance & Cleaning Supplies		
Total Expenses	\$ 12,621.00	

<b>SITE ALLOCATION AMOUNT</b>	<b>\$76,650</b>	<b>\$19,376</b>
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AVAILABLE	\$51,408.00	\$4,827.00
Salary	\$35,000.00	



**High School**

**Budget Detail Report**

	(490 Students)		(510 Students)		(490 Students)		% of 21 Forecast-YTD	(550 Students)		COMMENTS:
	FY22 Final Actuals	Changes	FY23 Forecast	FY23 YTD	FY23 Adopted Budget	Changes				
<b>Revenue</b>										
<b>1000 Local</b>										
1510 Interest on Investments	\$ 3,413	\$ 5,000	\$ 10,000	\$ 5,279	52.8%	\$ 5,000	\$ 5,000	Increase		
1610 Lunch Program	\$ 4,646	\$ 25,000	\$ 75,000	\$ 31,555	42.1%	\$ 25,000	\$ 50,000	Increase		
1710 Admissions	\$ 47,421		\$ 40,000	\$ 9,898	24.7%	\$ -	\$ 40,000			
1730 Student Organization Member	\$ 455			\$ 2,755	#DIV/0!	\$ -	\$ -			
1740 Fees (including: Uniform rental, spirit, Travel/Camps)	\$ 262,669		\$ 180,000	\$ 139,497	77.5%	\$ -	\$ 180,000			
1740 Uniform Rental	\$ 27,754		\$ 25,000	\$ 8,193	32.8%	\$ -	\$ 25,000			
1750 School Vending & Store	\$ 9,434		\$ 8,000	\$ 2,740	34.3%	\$ -	\$ 8,000			
1760 Fines	\$ 242			\$ 250	#DIV/0!	\$ -	\$ -			
1770 Fundraisers	\$ 74,254		\$ 65,000	\$ 7,698	11.8%	\$ -	\$ 65,000			
1910 Rental (Youngblood)	\$ 38,241		\$ 30,000	\$ 11,038	36.8%	\$ -	\$ 30,000			
1920 Contributions / Donations	\$ 42,704		\$ 30,000	\$ 17,984	59.9%	\$ -	\$ 30,000			
1930 Gain / Loss on Sale Asset			\$ 1,000		0.0%	\$ -	\$ 1,000			
1950 Rev From Other Schools (CTE Consortium Fee)	\$ 8,215		\$ 16,000	\$ 16,821	105.1%	\$ -	\$ 16,000			
1992 ERC		\$ 100,000	\$ 100,000			\$ 100,000	\$ -			
1990 Miscellaneous	\$ 156,779	\$ 180,000	\$ 200,000	\$ 192,848	96.4%	\$ 180,000	\$ 20,000			
<b>Total 1000:</b>	<b>\$ 676,227</b>	<b>\$ 310,000</b>	<b>\$ 780,000</b>	<b>\$ 446,556</b>	<b>57.3%</b>	<b>\$ 310,000</b>	<b>\$ 470,000</b>			
<b>3000 State</b>										
3010 Regular School Prgm K-12	\$ 2,339,118		\$ 2,786,591	\$ 925,585	33.2%	\$ 2,786,591				
3013 Foreign Exchange Students	\$ 11,427		\$ 12,114	\$ 4,038	33.3%	\$ 12,114				
3014 PD Grant	\$ 148,227		\$ 54,046	\$ 43,018		\$ 54,046				
3015 Capital Technology			\$ 76,163	\$ 76,067		\$ 76,163				
3020 Professional Staff			\$ 174,271	\$ 58,090	33.3%	\$ 174,271				
3105 Special Education -- Add-On	\$ 1,169		\$ 406,827	\$ 135,609	33.3%	\$ 406,827				
3110 Special Education -- Self-Contained	\$ 373,486		\$ 3,051	\$ 1,017	33.3%	\$ 3,051				
3120 Special Education -- Extended Year	\$ 33,132		\$ 2,259	\$ 753	33.3%	\$ 2,259				
3125 Special Education - State Programs	\$ 2,259		\$ 7,534	\$ 2,512	33.3%	\$ 7,534				
3128 Special Education - Ext Yr Stipends	\$ 12,567		\$ 2,204		0.0%	\$ 2,204				
3200 CTE Admin	\$ 299,000		\$ 230,000	\$ 218,336	94.9%	\$ 230,000				
3200 CTE Comprehensive Counseling	\$ 36,782		\$ 25,000	\$ 8,609	34.4%	\$ 25,000				
3200 CTE Technical Student Orgs	\$ 1,915		\$ 2,677	\$ 3,989	149.0%	\$ 2,677				
3200 CTE Skill Certification Competency			\$ 9,000	\$ 17,714	196.8%	\$ 9,000				
3200 COVID Bonus					#DIV/0!					
3211 Gifted and Talented					#DIV/0!					
3212 Advanced Placement	\$ 6,798		\$ 5,000		0.0%	\$ 5,000				
3400 EL Software	\$ 2,511		\$ 1,437		0.0%	\$ 1,437				
33-5333 Concurrent Enrollment	\$ 11,556			\$ 3,864	#DIV/0!					
33-5336 Enhancement for At-risk students	\$ 39,771		\$ 54,075	\$ 18,025	33.3%	\$ 54,075				
3410 Flexible Allocation	\$ 48,423		\$ 52,020	\$ 13,005	25.0%	\$ 52,020				
35-5420 School Land Trust	\$ 83,408		\$ 71,701	\$ 89,366	124.6%	\$ 71,701				
3500 PRIME	\$ 87,638									
3500 SafeUT Superuser				\$ 2,003						
3542 Mental Health Grant			\$ 25,000		0.0%	\$ 25,000				
3637 Dual Immersion		\$ 2,000	\$ 10,000	\$ 10,000	100.0%	\$ 2,000	\$ 8,000	Update		
3643 STEM Center Pilot	\$ 10,527		\$ 9,200		0.0%	\$ 9,200				
35-5655 Digital Teaching & Learning	\$ 99,239	\$ 324	\$ 31,824		0.0%	\$ 324	\$ 31,500			
3674 Suicide Prevention	\$ 1,000		\$ 1,000	\$ 1,000	100.0%	\$ 1,000				
35-5677 Computer Science	\$ 7,660		\$ 15,000	\$ 3,513	23.4%	\$ 15,000				
32-5619 Charter School Local Replacement	\$ 1,436,932		\$ 1,739,741	\$ 570,137	32.8%	\$ 1,739,741				
32-5625 Charter School Admin Costs	\$ 4,339			\$ 8,670	#DIV/0!					
38-8070 School Lunch (Liquor Tax)	\$ 37,154		\$ 37,200	\$ 4,725	12.7%	\$ 37,200				
35-5678 TSSA (Teacher and Student Success Act)	\$ 124,641		\$ 160,964		0.0%	\$ 160,964				
3807 TSSP (Tchr Sal Supplement Prog)				\$ 10,711	#DIV/0!					
3800 E Cigarette	\$ 2,332		\$ 5,000	\$ 5,637		\$ 5,000				
35-5810 Library Books & Electronic Res	\$ 616		\$ 615	\$ 205	33.3%	\$ 615				
34-5868 Teacher Supplies & Materials	\$ 4,592		\$ 4,589	\$ 3,671	80.0%	\$ 4,589				
3800 Financial Literacy	\$ 675	\$ 3,751	\$ 3,751	\$ 3,751	100.0%	\$ 3,751				
3800 Bonus for Extra Assignment	\$ 7,000									
3800 CTE Student Organizations					#DIV/0!					
3876 Educator Salary Adjustment	\$ 148,594		\$ 148,594	\$ 49,532	33.3%	\$ 148,594				
3990 State Revenues from Non US			\$ 2,300		0.0%	\$ 2,300				
<b>Total 3000:</b>	<b>\$ 5,424,488</b>	<b>\$ 6,075</b>	<b>\$ 6,170,748</b>	<b>\$ 2,293,152</b>	<b>37.2%</b>	<b>\$ 6,075</b>	<b>\$ 6,164,673</b>			
<b>4000 Federal</b>										
4524 IDEA Part-B	\$ 17,381		\$ 71,500	\$ 8,132	11.4%	\$ 71,500				
4524 Special Ed State Level Activity			\$ 25,000		0.0%	\$ 25,000				

4560 National School Lunch Programs	\$ 203,862	\$ 80,000	\$ 9,407	11.8%	
4700 CARES Act	\$ 129,990	\$ 250,000	\$ 2,725	1.1%	
4800 Title IVA	\$ 2,107	\$ 10,000			
4801 Title IA	\$ 2,713	\$ 25,000	\$ 5,188	20.8%	
4860 Title IIA	\$ 6,041	\$ 5,000		0.0%	
<b>Total 4000:</b>	<b>\$ 362,094</b>	<b>\$ -</b>	<b>\$ 466,500</b>	<b>\$ 25,452</b>	<b>5.5%</b>
<b>Total Revenue:</b>	<b>\$ 6,462,809</b>	<b>\$ 316,075</b>	<b>\$ 7,417,248</b>	<b>\$ 2,765,160</b>	<b>37.3%</b>

	\$ 80,000			
	\$ 250,000			
	\$ 10,000			
	\$ 25,000			
	\$ 5,000			
	\$ -	\$ 466,500		
	\$ 316,075	\$ 7,101,173		

**Expenses**

Category	Item	Current	Target	Variance	%	Comparison	Notes		
100 Salaries	115 AD / CTE Con / Grant Prgm Specialists	\$ 97,077	\$ 65,000	\$ 177,500	\$ 20,815	11.7%	\$ 65,000	\$ 112,500	Full time AD
	121 Principals & Assistants	\$ 182,692	\$ 30,500	\$ 201,789	\$ 36,310	18.0%	\$ 30,500	\$ 171,289	Adjust for Director GAPS
	131 Teachers	\$ 1,452,603	\$ 122,618	\$ 1,534,699	\$ 338,250	22.0%	\$ 122,618	\$ 1,412,081	
	132 Substitutes	\$ 7,467		\$ 10,000	\$ 868	8.7%		\$ 10,000	
	133 Special Education Teachers			\$ 179,809		0.0%		\$ 179,809	
	134 Coaching Stipends	\$ 63,006		\$ 72,000	\$ 8,039	11.2%		\$ 72,000	
	134 Educational Stipends	\$ 23,297		\$ 15,000	\$ 4,085	27.2%		\$ 15,000	
	142 Guidance Counselor	\$ 177,139		\$ 117,322	\$ 6,933	5.9%		\$ 117,322	
	152 Secretary -- Counseling / Special Education	\$ 18,017	\$ 13,000	\$ 20,000	\$ 5,178	25.9%	\$ 13,000	\$ 7,000	
	152 Office Personnel	\$ 128,208		\$ 100,362	\$ 46,629	46.5%		\$ 100,362	
	161 Title I					#DIV/0!			
	162 SpEd Paraprofessionals	\$ 145,000		\$ 104,538	\$ 17,853	17.1%		\$ 104,538	
	180 Incentives			\$ 10,000		0.0%		\$ 10,000	
	182 Custodians	\$ 98,605		\$ 91,330	\$ 34,608	37.9%		\$ 91,330	
	<b>Total 100:</b>	<b>\$ 2,393,111</b>	<b>\$ 231,118</b>	<b>\$ 2,634,349</b>	<b>\$ 519,568</b>	<b>19.7%</b>	within %	<b>\$ 231,118</b>	<b>\$ 2,403,231</b>
200 Benefits	210 URS Pension & 401k	\$ 484,978	\$ 20,000	\$ 430,259	\$ 90,414	21.0%	\$ 20,000	\$ 410,259	
	220 Social Security & Medicare Employer Match	\$ 172,357		\$ 180,242	\$ 40,124	22.3%		\$ 180,242	
	241 Health Insurance	\$ 216,951		\$ 253,463	\$ 48,998	19.3%		\$ 253,463	
	241 H.S.A. Employer Contributions	\$ 16,683		\$ 24,000	\$ 4,668	19.5%		\$ 24,000	
	270 Worker's Compensation Fund	\$ 1,784		\$ 12,000	\$ 2,619	21.8%		\$ 12,000	
	280 Unemployment Insurance	\$ 2,185		\$ 5,000	\$ (17)	-0.3%		\$ 5,000	
<b>Total 200:</b>	<b>\$ 894,938</b>	<b>\$ 20,000</b>	<b>\$ 904,964</b>	<b>\$ 186,806</b>	<b>20.6%</b>		<b>\$ 20,000</b>	<b>\$ 884,964</b>	
300 Prof & Technical Services	310 Educational Services	\$ 6,360		\$ 8,000	\$ 8,071	100.9%		\$ 8,000	
	310 Substitutes (Sub Services)	\$ 19,193		\$ 8,000	\$ 2,770	34.6%		\$ 8,000	
	320 Support Services (Orion)	\$ 76,308		\$ 90,000	\$ 21,700	24.1%		\$ 90,000	
	321 Support Services (Not Orion)	\$ 1,562		\$ 2,000		0.0%		\$ 2,000	
	330 Employee Training & Development	\$ 15,969		\$ 20,000	\$ 3,313	16.6%		\$ 20,000	
	340 Audit Services	\$ 16,900		\$ 17,000	\$ 1,025	6.0%		\$ 17,000	
	340 Admin / Business Services / IT from Summit	\$ 98,348		\$ 99,743	\$ 17,838	17.9%		\$ 99,743	
	349 Legal Services	\$ 2,857		\$ 12,000	\$ 5,187	43.2%		\$ 12,000	
	355 Technical Services (IT) (Not Tanner)	\$ 120		\$ 500	\$ 102	20.4%		\$ 500	
<b>Total 300:</b>	<b>\$ 237,617</b>	<b>\$ -</b>	<b>\$ 257,243</b>	<b>\$ 60,006</b>	<b>23.3%</b>		<b>\$ -</b>	<b>\$ 257,243</b>	
400 Purchased Property Services	410 Water / Sewage / Garbage	\$ 9,100		\$ 18,000	\$ 2,311	12.8%		\$ 18,000	
	430 Repairs / Maintenance / Monitoring	\$ 36,225		\$ 45,000	\$ 18,899	42.0%		\$ 45,000	
	431 Kitchen Maintenance & Repairs	\$ 1,902		\$ 2,500	\$ 325	13.0%		\$ 2,500	
	435 Lawn Care & Snow Removal	\$ 25,774		\$ 24,000	\$ 6,775	28.2%		\$ 24,000	
	440 Lease of Copy Machines (Ricoh)	\$ 6,512		\$ 16,500	\$ 1,165	7.1%		\$ 16,500	
<b>Total 400:</b>	<b>\$ 79,513</b>	<b>\$ -</b>	<b>\$ 106,000</b>	<b>\$ 29,475</b>	<b>27.8%</b>		<b>\$ -</b>	<b>\$ 106,000</b>	
500 Other Purchased Services	511 Daily Busing to/from Campuses	\$ 25,000		\$ 25,000	\$ 6,250	25.0%		\$ 25,000	
	513 Travel-Field Trips			\$ 1,000		0.0%		\$ 1,000	
	517 Travel-Extracurricular (not athletics)	\$ 22,271		\$ 4,000	\$ 2,144	53.6%		\$ 4,000	
	518 Travel-Athletics	\$ 22,288	\$ 20,000	\$ 50,000	\$ 42,434	84.9%	\$ 20,000	\$ 30,000	
	520 Property / Liability / Non employee insurances	\$ 132,529		\$ 130,000	\$ 20,008	15.4%		\$ 130,000	
	530 Communication	\$ 15,300		\$ 11,000	\$ 2,011	18.3%		\$ 11,000	
	540 Marketing	\$ 6,277		\$ 3,000	\$ 871	29.0%		\$ 3,000	
	570 Food Services Management (Summit)			\$ 60,000	\$ 2,100	3.5%		\$ 60,000	
	580 Travel (Staff)	\$ 7,895		\$ 7,000	\$ 2,255	32.2%		\$ 7,000	
	591 Athletics - Services	\$ 97,685		\$ 88,000	\$ 60,757	69.0%		\$ 88,000	
	592 Online Courses (including Recovery)	\$ 413				#DIV/0!			
	593 Student Events / Council (Dances)	\$ 6,607		\$ 6,000	\$ 63	1.1%		\$ 6,000	
	594 Student Activities-General	\$ 4,723		\$ 5,000	\$ 2,668	53.4%		\$ 5,000	
595 Debate / Drama / Music Services	\$ 5,055		\$ 2,500	\$ 3,596	143.8%		\$ 2,500		
<b>Total 500:</b>	<b>\$ 346,043</b>	<b>\$ 20,000</b>	<b>\$ 392,500</b>	<b>\$ 145,157</b>	<b>37.0%</b>		<b>\$ 20,000</b>	<b>\$ 372,500</b>	

600 Supplies and Materials									
611 General Supplies (includes: Spirit packs, Uniforms)						#DIV/0!			
611 Science	\$ 1,898	\$ 5,000	\$ 406			8.1%	\$ 5,000		
611 General Supplies / Miscellaneous (Food)		\$ 30,000	\$ 16,897			56.3%	\$ 30,000		
612 Copies		\$ 3,000				0.0%	\$ 3,000		
612 Art	\$ 2,346	\$ 4,000	\$ 467			11.7%	\$ 4,000		
613 Music	\$ 5,598	\$ 4,000	\$ 1,741			43.5%	\$ 4,000		
616 CTE	\$ 10,689	\$ 20,000	\$ 10,371			51.9%	\$ 20,000		
617 Math	\$ 168	\$ 2,000				0.0%	\$ 2,000		
611 Physical Education	\$ 2,819	\$ 1,000				0.0%	\$ 1,000		
610 Athletic Supplies / Uniforms	\$ 102,501	\$ 90,000	\$ 51,331			57.0%	\$ 90,000		
610 Spirit Packs	\$ 19,697	\$ 16,000	\$ 11,889			74.3%	\$ 16,000		
610 Student Council	\$ 8,501	\$ 8,000	\$ 3,382			42.3%	\$ 8,000		
611 Drama	\$ 1,625	\$ 2,500				0.0%	\$ 2,500		
615 Dance		\$ 2,500				0.0%	\$ 2,500		
616 Debate	\$ 685	\$ 1,500				0.0%	\$ 1,500		
617 National Honor Society (NHS)	\$ 565	\$ 1,000	\$ 414			41.4%	\$ 1,000		
610 Extracurricular / Athletics Supplies-General		\$ 1,500	\$ 1,070			71.3%	\$ 1,500		
611 Support Service Materials (SpEd)	\$ 30					#DIV/0!			
612 Office Supplies	\$ 5,519	\$ 5,000	\$ 374			7.5%	\$ 5,000		
613 Yearbooks	\$ 4,168	\$ 13,000				0.0%	\$ 13,000		
614 CCGP Counseling	\$ 6,184	\$ (5,000)	\$ 140			#DIV/0!	\$ (5,000)		
614 Teacher Training & Appreciation	\$ 8,161	\$ 6,000	\$ 217			3.6%	\$ 6,000		
621 Natural Gas	\$ 14,956	\$ 16,500	\$ 1,054			6.4%	\$ 16,500		
622 Electricity	\$ 64,017	\$ 80,000	\$ 27,989			35.0%	\$ 80,000		
632 Food Program	\$ 79,406	\$ 25,000				0.0%	\$ 25,000		
641 Curriculum	\$ 101,038	\$ 58,000	\$ 5,854			10.1%	\$ 58,000		
644 Library	\$ 615	\$ 1,000				0.0%	\$ 1,000		
650 Tech Supplies (Under \$500)	\$ 105,473	\$ 130,000	\$ 55,218			42.5%	\$ 130,000	Will be reimbursed from Company	
670 Educational Software	\$ 14,807	\$ 4,000	\$ 4,132			103.3%	\$ 4,000		
670 Central Services Software (Payroll, Firefly, Blackboard)	\$ 17,247	\$ 13,000	\$ 1,901			14.6%	\$ 13,000		
680 Maintenance & Cleaning Supplies	\$ 18,610	\$ 15,000	\$ 2,842			18.9%	\$ 15,000		
<b>Total 600:</b>	<b>\$ 597,323</b>	<b>\$ (5,000)</b>	<b>\$ 558,500</b>	<b>\$ 197,689</b>		<b>35.4%</b>	<b>\$ (5,000)</b>	<b>\$ 563,500</b>	
700 Property, Equipment									
731 Land Improvements	\$ 58,526	\$ (150,000)	\$ 150,000	\$ 58,578		39.1%	\$ (150,000)	\$ 300,000	Move across other accounts
732 School Buses						#DIV/0!			
733 Furniture	\$ 29,731	\$ 100,000	\$ 100,000	\$ 57,756		57.8%	\$ 100,000		
734 Technology-Related Hardware	\$ 16,365					#DIV/0!			
738 Kitchen Equipment						#DIV/0!			
<b>Total 700:</b>	<b>\$ 104,622</b>	<b>\$ (50,000)</b>	<b>\$ 250,000</b>	<b>\$ 116,334</b>		<b>46.5%</b>	<b>\$ (50,000)</b>	<b>\$ 300,000</b>	
800 Debt Service and Misc									
810 Dues and Fees	\$ 3,520		\$ 3,000	\$ 2,655		88.5%	\$ 3,000		
812 Bank Fees	\$ 46		\$ 1,000	\$ 23		2.3%	\$ 1,000		
834 Interest	\$ 689,398		\$ 747,663	\$ 276,691		37.0%	\$ 747,663		
840 Principal	\$ 545,275		\$ 607,646	\$ 245,000		40.3%	\$ 607,646		
840 Loan Repayment to Summit Incorporated			\$ 66,000			0.0%	\$ 66,000		
850 Carry Over (Prior Year)			\$ 90,000			0.0%	\$ 90,000		
860 Economic Set Aside			\$ 300,000				\$ 300,000		
890 Miscellaneous	\$ (16,638)		\$ 3,000	\$ 1,625		54.2%	\$ 3,000		
<b>Total 800:</b>	<b>\$ 1,221,601</b>	<b>\$ -</b>	<b>\$ 1,818,309</b>	<b>\$ 525,994</b>		<b>28.9%</b>	<b>\$ -</b>	<b>\$ 1,818,309</b>	
<b>Total Expenses:</b>	<b>\$ 5,874,768</b>	<b>\$ 316,075</b>	<b>\$ 6,921,865</b>	<b>\$ 1,781,029</b>		<b>25.7%</b>	<b>\$ 316,075</b>	<b>\$ 6,705,747</b>	
<b>Net Income:</b>	<b>\$ 588,041</b>	<b>\$ 532,193</b>	<b>\$ 495,383</b>	<b>\$ 984,131</b>			<b>\$ 395,426</b>		
		<b>Goal of 5%</b>	<b>\$ 370,862</b>				<b>Goal of 4%</b>	<b>\$ 284,047</b>	
		<b>Min Goal of 3%</b>	<b>\$ 222,517</b>				<b>Min Goal of 3%</b>	<b>\$ 213,035</b>	



Actuals as of: **October 31, 2022** Percentage of Year: **33%**

**LEA Level**

**Budget Detail Report**

	(0 Students)		(0 Students)				(0 Students)		Comments
	FY22 Final Actuals	Changes	FY23 Forecast	FY 23 YTD	% of Forecast	Changes	FY23 Adopted Budget		
<b>Revenue</b>									
1000 Local									
1420 Transportation Fees from High School/Preschool	\$ 25,164	\$ 5,000	\$ 30,000	\$ 6,388	21.3%	\$ 5,000	\$ 25,000	Include Preschool	
1510 Interest (PTIF & Bonds)	\$ 58,466	\$ 40,000	\$ 150,000	\$ 74,804	49.9%	\$ 40,000	\$ 60,000	Increase	
1600 Lunch Program (Family payments)			\$ 2,000		0.0%		\$ 2,000		
1910 Rentals	\$ 65,016		\$ 45,000	\$ 6,396	14.2%		\$ 45,000		
1920 Contributions / Donations	\$ 3,245		\$ 1,000	\$ 105	10.5%		\$ 1,000		
1930 Gain / Loss on Sale of Assets	\$ 12,187				#DIV/0!				
1950 Revenue from Other Schools (High School)	\$ 98,348		\$ 99,743	\$ 17,839	17.9%		\$ 99,743		
1990 Miscellaneous	\$ 521		\$ 50,000		0.0%		\$ 50,000		
1991 PreSchool Income	\$ 933,979		\$ 954,464	\$ 204,312	21.4%		\$ 954,464		
1992 ERC		\$ 500,000	\$ 500,000		0.0%	\$ 500,000	\$ -		
3000 State Revenue/Federal Programs			\$ 1,018,923	\$ 254,730	25.0%		\$ 1,018,923		
Share of costs from sites			\$ 1,584,989	\$ 486,530	30.7%		\$ 1,584,989		
<b>Informational</b>					#DIV/0!				
Repayment of Loan from High School		\$ 545,000		\$ -	#DIV/0!	\$ 545,000	\$ -		
<b>Total 1000:</b>	\$ 1,196,926	\$ 545,000	\$ 4,436,119	\$ 1,051,104	23.7%	\$ 545,000	\$ 3,841,119		
<b>Total Revenue:</b>	\$ 1,196,926	\$ 545,000	\$ 4,436,119	\$ 1,051,104	23.7%	\$ 545,000	\$ 3,841,119		

**Expenses**

<b>100 Salaries</b>									
112 Executive Director	\$ 133,900	\$ (97,638)	\$ 40,275	\$ 40,275	100.0%	\$ (97,638)	\$ 137,913		
113 Principals and Admin Bonus	\$ 38,204	\$ (7,464)	\$ 100,000	\$ (2,305)	-2.3%	\$ (7,464)	\$ 107,464		
114 Business Administrator	\$ 101,296		\$ 172,256	\$ 22,388	13.0%		\$ 172,256		
115 Director of Student Achievement	\$ 264,483		\$ 291,294	\$ 122,544	42.1%		\$ 291,294		
115 Programs / Instructional Coaches			\$ 100,000	\$ 41,653	41.7%		\$ 100,000		
132 Substitutes	\$ 19,805		\$ 664,283	\$ 9,479	1.4%		\$ 664,283		
131 Instructional (Includes Preschool Staff)	\$ 681,129			\$ (59,843)	#DIV/0!				
141 Attendance / Social Worker / Behavior	\$ 16,495		\$ 46,568	\$ 13,582	29.2%		\$ 46,568		
152 Support Services Secretary	\$ 36,762		\$ 89,106	\$ 9,465	10.6%		\$ 89,106		
152 Board Secretary	\$ 5,188		\$ 3,000	\$ 2,922	97.4%		\$ 3,000		
152 HR / Accounting / Marketing / Policy	\$ 146,845		\$ 135,000	\$ 57,246	42.4%		\$ 135,000		
161 Support Services Paraprofessionals			\$ 20,000	\$ (93,691)	-468.5%		\$ 20,000		
161 Testing Coordinator	\$ 60,100		\$ 61,903	\$ 12,896	20.8%		\$ 61,903		
171 Transportation Supervisor		\$ 87,464	\$ 87,464	\$ 27,131	31.0%	\$ 87,464	\$ -		
172 Bus Drivers	\$ 56,730		\$ 70,000	\$ 17,787	25.4%		\$ 70,000		
181 Facility Supervisor	\$ 46,841		\$ 46,568	\$ 13,582	29.2%		\$ 46,568		
184 Technology Wages	\$ 113,765		\$ 120,973	\$ 25,203	20.8%		\$ 120,973		
190 Incentives	\$ 11,000		\$ 40,000		0.0%		\$ 40,000		
191 Food Program Supervisors and Personnel	\$ 433,692		\$ 544,118	\$ 127,146	23.4%		\$ 544,118		
<b>Total 100:</b>	\$ 2,166,235	\$ (17,638)	\$ 2,632,808	\$ 387,460	14.7%	\$ (17,638)	\$ 2,650,446		
<b>200 Benefits</b>									
210 URS Pension & 401k employer contributions	\$ 516,701		\$ 267,629	\$ (77,008)	-28.8%		\$ 267,629		
220 Social Security & Medicare ER Match	\$ 211,232		\$ 120,397	\$ (33,149)	-27.5%		\$ 120,397	Due to Accrual. Will catch up in Sept	
241 Health Insurance	\$ 269,358	\$ 50,000	\$ 180,597	\$ (71,923)	-39.8%	\$ 50,000	\$ 130,597	Increase	
290 Health Savings Account (Employer)	\$ 14,592		\$ 11,000	\$ 4,762	43.3%		\$ 11,000		
270 Worker's Compensation Fund	\$ 22,172		\$ 4,375	\$ 4,820	110.2%		\$ -		
280 Unemployment Insurance	\$ 2,325		\$ 10,000		0.0%		\$ 10,000		
290 PreSchool Benefits			\$ 104,757		0.0%		\$ 104,757		
<b>Total 200:</b>	\$ 1,036,380	\$ 50,000	\$ 698,755	\$ (172,498)	-24.7%	\$ 50,000	\$ 644,380		
<b>300 Prof &amp; Technical Services</b>									
330 Employee Training & Development	\$ 70,088		\$ 25,000	\$ 16,375	65.5%		\$ 25,000		
345 Business Manager Services	\$ 300		\$ 2,000		0.0%		\$ 2,000		
349 Legal Services	\$ 4,278		\$ 5,000		0.0%		\$ 5,000		
350 Technical Services	\$ 4,129				#DIV/0!		\$ -		
352 Audit	\$ 27,500		\$ 28,000	\$ 1,025	3.7%		\$ 28,000		
<b>Total 300:</b>	\$ 106,295	\$ -	\$ 60,000	\$ 17,400	29.0%	\$ -	\$ 60,000		
<b>400 Purchased Property Services</b>									
430 Repairs & Maintenance	\$ 22,760		\$ 30,000	\$ 11,362	37.9%		\$ 30,000		
430 Repairs & Maintenance - Lunch Program	\$ 11,407		\$ 18,000	\$ 1,071	6.0%		\$ 18,000		
450 Construction	\$ 22,574		\$ 2,500		0.0%		\$ 2,500		
<b>Total 400:</b>	\$ 56,741	\$ -	\$ 50,500	\$ 12,433	24.6%	\$ -	\$ 50,500		
<b>500 Other Purchased Services</b>									
520 General Liability, Property & D & O Insurances	\$ 79,552		\$ 75,000	\$ 14,858	19.8%		\$ 75,000		
520 Bus Insurance			\$ 6,200	\$ 2,344	37.8%		\$ 6,200		
530 Communication	\$ 11,516		\$ 17,000	\$ 4,386	25.8%		\$ 17,000		
540 Marketing	\$ 24,630		\$ 65,000	\$ 12,065	18.6%		\$ 65,000		
542 Leadership Retreat and Board Expenses	\$ 1,260		\$ 13,000	\$ 3,554	27.3%		\$ 13,000		
580 Travel / Per Diem	\$ 8,741		\$ 3,500	\$ 1,255	35.9%		\$ 3,500		
599 Teacher Recruitment	\$ 718		\$ 1,500		0.0%		\$ 1,500		

<b>Total 500:</b>		\$ 126,417	\$ -	\$ 181,200	\$ 38,462	21.2%
600 Supplies and Materials			\$ 15,000	\$ 15,000	\$ 11,125	74.2%
611 General Supplies			\$ (5,000)	\$ 15,000	\$ 4,766	31.8%
612 Office Supplies	\$ 56,678		\$ 1,565	\$ 3,500		0.0%
618 Support Services Materials	\$ 1,565		\$ 13,000	\$ 25,000	\$ 8,636	34.5%
619 Employee Training & Appreciation	\$ 31,968		\$ 75,564	\$ 128,241	\$ 25,968	20.2%
613 PreSchool Supplies & Materials	\$ 75,564					#DIV/0!
621 Utilities				\$ 19,000	\$ 7,428	39.1%
624 Bus Fuel	\$ 21,759			\$ 350,000	\$ 116,835	33.4%
631 Food Program Supplies	\$ 463,609			\$ 75,000	\$ 4,231	5.6%
650 Tech Related Hardware	\$ 33,625			\$ 50,000	\$ 5,636	11.3%
670 Software: QBs / Acuity / Blackboard / Time Clock	\$ 10,171			\$ 5,000	\$ 947	18.9%
680 Bus Maintenance Supplies	\$ 2,021					
<b>Total 600:</b>	\$ 696,960		\$ 8,000	\$ 670,741	\$ 174,447	26.0%
700 Property, Equipment			\$ 25,000	\$ 25,000		0.0%
710 Land			\$ (75,000)	\$ -		#DIV/0!
720 Buildings				\$ 125,000		0.0%
732 Buses						#DIV/0!
733 Furniture				\$ 40,000		0.0%
734 Technology-Related Hardware & Software				\$ 100,000		0.0%
739 Kitchen Equipment						
<b>739 Facility Equipment</b>			\$ 30,000	\$ 80,000	\$ 52,216	65.3%
<b>Total 700:</b>	\$ -		\$ (20,000)	\$ 345,000	\$ 52,216	15.1%
800 Debt Service and Misc Informational				\$ 15,000	\$ 4,090	27.3%
<b>810 Dues &amp; Fees/Debt Service</b>			\$ -	\$ 15,000	\$ 4,090	27.3%
<b>Total 800:</b>	\$ -		\$ -	\$ 15,000	\$ 4,090	27.3%
<b>Total Expenses:</b>	\$ 4,189,028		\$ 20,362	\$ 4,654,004	\$ 514,010	11.0%
<b>Net Income:</b>	\$ (2,992,102)		\$ (217,885)	\$ 537,094		
			Goal of 5%	\$ 221,806		
			Min Goal of 3%	\$ 133,084		

\$ -	\$ 181,200					
\$ 15,000						
\$ (5,000)	\$ 20,000					
	\$ 3,500					
\$ 13,000	\$ 12,000					
	\$ 128,241					
	\$ 19,000					
	\$ 350,000					
	\$ 75,000					
	\$ 50,000					
	\$ 5,000					
\$ 8,000	\$ 662,741					
\$ 25,000						
\$ (75,000)	\$ 75,000					Moved to (3) campuses
	\$ 125,000					
	\$ 40,000					
	\$ 100,000					
\$ 30,000	\$ 50,000					Playground wasn't complete
\$ (20,000)	\$ 390,000					
	\$ 15,000					Will eventually spread to campuses (Each Quarter)
\$ -	\$ 15,000					
\$ 20,362	\$ 4,654,267					
	\$ (813,148)					
Goal of 5%	\$ 192,056					
Min Goal of 3%	\$ 115,234					

### Academies

#### Bank Account

	High	Low
J	\$ 3,872,081	\$ 2,270,066
A	\$ 3,851,574	\$ 2,408,183
S	\$ 4,301,078	\$ 2,901,816
O	\$ 4,072,102	\$ 2,599,397
N		
D		
J		
F		
M		
A		
M		
J		

#### Monthly Revenue to Expenses

	J	A	S	O	N
Revenues	1,732,217	2,082,824	1,774,135	1,857,009	
Expenses	(360,963)	1,504,830	2,103,189	2,008,107	
	2,093,180	577,994	(329,054)	(151,098)	-

### High School

#### Bank Account

	High	Low
J	\$ 2,336,080	\$ 1,775,059
A	\$ 2,237,865	\$ 1,979,557
S	\$ 2,527,753	\$ 2,188,721
O	\$ 2,411,386	\$ 2,020,747
N		
D		
J		
F		
M		
A		
M		
J		

#### Monthly Revenue to Expenses

	J	A	S	O	N
Revenues	747,399	672,160	699,190	556,644	
Expenses	32,839	488,102	679,249	582,591	
	714,560	184,058	19,941	(25,947)	-



SUMMIT ACADEMY SCHOOLS, INC

Draper

November 17, 2022

TO: Summit Academy Schools, Inc Governing Board

FROM: Brad Wilkinson, Business Administrator

SUBJECT: RFP for Landscaping and Snow Removal

---

**BACKGROUND INFORMATION**

Currently, Summit Academy is in a contract with Prosecutive Landscaping for Landscaping Services, and Roth for Snow Removal. These contracts end as of 12/31/2022 . Summit Academy solicited an RFP for these services (See Attached) and proposes to elect to award the winner(s) based on low bid as long as they proposals were alike.

**CURRENT CONSIDERATIONS**

Attached are all documents used to determine the proposed winner of the RFP. There were 3 companies that turned in an RFP and the documents submitted were used to propose the award to Prosecutive Landscaping for the Landscaping contract, and Roth Landscaping Services for the Snow Removal Contract.

**FINANCIAL IMPLICATIONS**

The Cost of the proposed Landscaping contract is \$58,475 plus additional rates for repairs and projects for Summit Academy Campuses, and see rate sheet and example for Snow Plow (as needed).

The Cost of the proposed Landscaping contract is \$13,545 plus additional rates for repairs and projects for Summit Academy High School, and see rate sheet and example for Snow Plow (as needed).

The approved budget that is approved and expected for all campuses (includes contract plus overages), and Snow Removal is \$92,500.00.

The approved budget that is approved and expected for the High School (includes contract plus overages), and Snow Removal is \$24,000.00

**RECOMMENDATIONS**

To approve/award the Landscaping services contract to Prosecutive Landscaping services, and Snow Removal services to Roth Landscaping Services.

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**BUSINESS ADMINISTRATOR'S RECOMMENDATION:** Recommended Contract Approval of Prosecutive Landscaping for Landscaping Services, and ROTH Landscaping for Snow Removal Purposes for both Summit Academy and Summit Academy High School.

## SNOW REMOVAL SCENARIO (Independence)

### ROTH

\*Snow Plow 2''-6'' would be on average \$245

\*Truck Salting (1 TON) \$290

ATV Plow \$85/Hr

Manual Shovel, Ice Melt \$58/Hr (Our Team also will do this)

Walkway ICE Melt \$25 a bag plus \$55 Labor

### LAWN BUTLER

Snow Plow 2''-6'' would be on average \$360

Truck Salting (1 TON) \$540

ATV Plow \$76/Hr

Manual Shovel, Ice Melt \$47/Hr (Our Team also will do this)

Walkway ICE Melt \$20 a bag plus \$55 Labor

## Alysha Hathaway

---

**From:** salesreports@utah.gov  
**Sent:** Thursday, September 8, 2022 2:27 PM  
**To:** dayton@rothlandscape.com  
**Cc:** Alysha Hathaway  
**Subject:** Quote Request ID: 082720-080922 - State of Utah Cooperative Contact



---

Dear State of Utah Cooperative Contract Vendor,

Alysha Hathaway from the Summit Academy Schools has requested a quote for Looking for a Landscape Spring and Fall (Lawn, sprinkler, trim, etc..) maintenance for 4 locations and snow removal in the winter. We currently have 3 locations in Bluffdale and 1 location in Draper. Looking for a 3 year agreement. Weekly lawn care - must be completed after school hours or on the weekend. during the summer it can be done anytime Aeration Fertilization treatments Spring and Fall clean up Garden services - weeding and trimming bushes Additional Sprinkler issues - must be able to be on call Summer projects - Slit seeding in the playfields - Need to provide quotes in April to start when school is complete. Summer - Playground chips - refill if needed - provide quote in April Summer - bark clean up around the schools - provide quote in April Snow removal - Must be completed before staff arrive on campus Parking lot and Sidewalk Salt Please respond to (ahathaway@2summit.org) - 8015729007 when providing your quote.

The Quote is regarding following contract(s) #AV3479

Best Regards,  
Team Utah

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**PROSECUTIVE  
LANDSCAPING**

1042 East Fort Union Blvd #412  
Midvale, Utah, 84047



**PROPOSAL/ CONTRACT**

DATE	QUOTE #	CUST #
11/7/2022	000012637	0000604

**Our Contact Information:**

Phone 801-293-9273 Fax 801-904-3762  
 customerservice@prosecutive.com  
 Mickey Hall 801-293-9273  
 Maintenance@prosecutive.com

**Project Location:**

Summit Academy  
 1285 East 13200 South  
 Draper UT 84020

**Proposal For:**

Summit Academy  
 1285 East 13200 South  
 Draper UT 84020

DESCRIPTION	PRICE EACH
<b>SECTION II. SERVICES WE RECOMMEND</b>	
We also offer the following services. If any of these are of interest to you, please let us know.	
Initial diagnosis and treatment for trees and shrubs. In the event that your property is in need of an Initial seasonal spraying for pest and/or disease on the site trees. The rate for this service can be integrate with your monthly maintenance program. Please contact our office for additional information and pricing.	
-----	
Tree and Shrub Care Integrated Pest Management Services Integrated Pest Management (IPM), after the initial treatment for pest and/or disease is performed on the trees, we will make up to 4 visits to continue to spray as needed for previous problems as well as add the necessary fertilizers to the soils to help capture the best opportunities for the trees performance and survival. The rate for this service can be integrate with your monthly maintenance program. Please contact our office for additional information and pricing.	
=====	
Billing Rates for Services that may be request outside of the scope of services provided in the Landscape Maintenance Program.	
<b>LABOR RATES</b> Hourly Rate for Project Manager \$ 90.00 / per man hour Hourly Rate for Crew Leader \$ 75.00/ per man hour Hourly Rate for Labor Tech II \$ 65.00/ per man hour Hourly Rate for Labor Tech I \$ 65.00/ per man hour	
<b>ADDITIONAL GARDEN SERVICES</b> Gardening and general labor services provided hourly (does not include equipment) \$ 65.00 Per man hour Dump Fee's - \$36.00 per ton plus truck and driver	
=====	
<b>EQUIPMENT RATES</b> Skid Loader usage in hrs w/o operator (day rate) does not include mobilization. 435.00 Mini Excavator w/o operator. (day rate) does not include mobilization. 495.00 Equipment attachments and delivery is not included in day rates. Wire Tracer (day rate) 75.00	
Hourly rate for 10 wheel dump truck. \$105.00/hr loading or hauling Hourly rate for 1 Ton dump truck. \$85.00/hr loading or hauling	

*Please initial next to the services or program selected. If you have any questions or need additional information please call.*



**PROSECUTIVE  
LANDSCAPING**

1042 East Fort Union Blvd #412  
Midvale, Utah, 84047



**PROPOSAL/ CONTRACT**

DATE	QUOTE #	CUST #
11/7/2022	0000012637	0000604

**Our Contact Information:**

Phone 801-293-9273 Fax 801-904-3762  
customerservice@prosecutive.com  
Mickey Hall 801-293-9273  
Maintenance@prosecutive.com

**Project Location:**

Summit Academy  
1285 East 13200 South  
Draper UT 84020

**Proposal For:**

Summit Academy  
1285 East 13200 South  
Draper UT 84020

DESCRIPTION	PRICE EACH
<p>Multi-Year Contract Option will expire December 1, 2026: (Initial to accept _____)</p> <ol style="list-style-type: none"> <li>1) This option will provide consecutive years of service from the date of contract acceptance.</li> <li>2) Program pricing may have a maximum of a 5% price increase at each anniversary date. Summit will be notified of any pricing changes a minimum of 30 days prior to the anniversary date of the contract.</li> <li>3) Service level changes that occur during contract term will be mutually agreed to and may change contract pricing.</li> <li>4) If the contract is terminated during the installment term the final billing will be prorated for services rendered and payment must be received within 30 days of final billing.</li> </ol> <p>THANK YOU FOR INVITING US TO BID ON YOUR PROJECTS. WE APPRECIATE YOUR PATRONAGE AND LOOK FORWARD TO WORKING WITH YOU.</p> <hr/> <p>Miscellaneous Provisions:</p> <ol style="list-style-type: none"> <li>a) Buyer is owner or has written authorization from owner to authorize the services or products listed above. This Contract (for seasonal maintenance) will automatically renew annually from initial acceptance.</li> <li>b) Above is the entire agreement of the parties. Changes or additions to this Contract shall be made in writing and signed by both parties.</li> <li>c) This contract shall be binding on heirs, successors or assigns of the parties hereto.</li> <li>d) Contractor is not responsible for damage caused from snow removal services or ice control applications or chemicals.</li> <li>e) Cost for permits, licenses, bonds and taxes are not included in this contract unless specified.</li> <li>f) Either party may cancel this contract with a 30 day written notice and payment in full on final day of work. Services prorated in monthly installments will be invoiced in full upon cancellation of contract.</li> </ol>	

Please initial next to the services or program selected. If you have any questions or need additional information please call.



**PROSECUTIVE  
LANDSCAPING**

1042 East Fort Union Blvd #412  
Midvale, Utah, 84047



**PROPOSAL/ CONTRACT**

DATE	QUOTE #	CUST #
11/7/2022	0000012637	0000604

**Our Contact Information:**

Phone 801-293-9273 Fax 801-904-3762  
customerservice@prosecutive.com  
Mickey Hall 801-293-9273  
Maintenance@prosecutive.com

**Project Location:**

Summit Academy  
1285 East 13200 South  
Draper UT 84020

**Proposal For:**

Summit Academy  
1285 East 13200 South  
Draper UT 84020

DESCRIPTION	PRICE EACH
<p>Terms of Payment: Buyer shall pay contractor in full upon completion of services rendered. For your convenience we accept Cash, Check, Visa, MasterCard, Discover and American Express. Contractor shall be entitled to all of its cost including attorney's fees and lien fees, in connection with the enforcement of this contract. In addition contractor is entitled to interest on all past due amounts at a rate of 1.5% per month from due date to date payment is received whether before or after judgement.</p> <hr/> <p>Acceptance: _____ Contractor: _____                      Buyer Acceptance: _____ Prosecutive Enterprise, Inc.                      dba Prosecutive Landscaping LLC</p> <hr/> <p>Date _____ Darren C Poulsen, President                      License #95-289953-550</p>	

*Please Initial next to the services or program selected. If you have any questions or need additional information please call.*

Prepared By Dayton Roth  
 Mobile (801) 953-9001  
 Date November 3, 2022  
 Email dayton@rothlandscape.com



PO BOX 640  
 Draper, UT 84020  
 Office: (801) 571-8088  
 www.rothlandscape.com

**Property**  
 Draper Summit Academy  
 1225 E 13200 S  
 Draper Ut. 84020

**Contact** Alysha Hathaway  
**Company** Summit Academy  
**Phone** (801) 572-9007  
**Email** ahathaway@2summit.org

**Billing Address**  
 ahathaway@2summit.org

**Landscape Maintenance Contract March 15, 2023 - November 15, 2023**

**Included Services**

- Lawn Mowing** Mow, trim, & edge all lawn areas. Walkways, driveways, & patios to be cleared of grass clippings  
 Serviced April 15 - October 31. No service on national holidays, or on days in which the weather is non-permitting
- Spring Clean Up** Prune plants & shrubs as needed, clean up green waste debris from planting beds & lawn areas  
 To be serviced once in March or April. Haul of green waste debris included. Tree trimming not included
- Shrub Maintenance** Prune back shrubs twice during summer months, haul away of clippings  
 To be serviced twice during the summer months (June-September). Tree trimming not included
- Fall Clean Up** Prune plants & shrubs, cut back perennials & grasses, remove annuals & green waste from planting bed areas  
 To be serviced once in October or November. Haul of green waste debris included. Tree trimming not included
- Leaf Clean Up** Clean up and haul away leaves and green waste debris  
 Serviced once in November. Additional clean up requested after Nov. 15 to be charged at General Labor hourly rate + haul
- Weed Control** Herbicide application & removal of weeds in planting bed areas. *To be serviced bi-weekly April-October*

Annual cost for Included Services: **\$39,920.00** To be divided into 8 monthly Installments of: **\$4,990.00**

**Additional Services Rendered Upon Request**

<b>Aeration</b> Core aeration of lawn areas. Price per service (1 aeration recommended per year)	<u>\$1,375.00</u>
<b>Lawn Fertilization</b> Price per application (3-4 recommended). Spring application includes pre-emergent herbicide	<u>\$2,100.00</u>
<b>Slit Seeding</b> Seeding the sports field. Price per service	<u>\$1,900.00</u>
<b>Sprinkler Start Up</b> Start up & inspect system, program water durations & repair breaks. \$80.00 per technician hour	<u>\$80.00</u>
<b>Sprinkler Winterize</b> Shut down & blow out irrigation lines with air compressor. \$145.00 per technician hour	<u>\$145.00</u>
<b>Sprinkler Repairs</b> Price per-technician per-hour. \$80.00 minimum per service. Parts & materials charged separately	<u>\$80.00</u>
<b>General Labor</b> Price per-man per-hour for any work performed that is <b>out-of-scope</b> of the Included Services above	<u>\$50.00</u>
<b>Green Waste Haul</b> Price per cubic yard of green waste hauled (grass & plant clippings) for any <b>out-of-scope</b> work	<u>\$45.00</u>

**\* By signing this contract you agree to the Included Services and Additional Services pricing listed above and the Service Agreement Terms on pages 2 & 3**

\_\_\_\_\_  
 Property Owner/Manager (Printed)

\_\_\_\_\_  
 Property Owner/Manager (Signature)

\_\_\_\_\_  
 Date

**Please sign & return this agreement to the mailing address above or email to dayton@rothlandscape.com**



## 2023 Landscape Maintenance Service Agreement

### Terms and Conditions

These Terms and Conditions apply to all work performed and materials supplied by Roth Landscape Services and its Affiliates ("Contractor") provided to you ("Customer") and shall govern unless expressly modified or excluded in writing by both parties. Any modifications to this agreement or the services contained herein must be emailed to [dayton@rothlandscape.com](mailto:dayton@rothlandscape.com) no less than 72 hours before such work is to begin.

The Contractor shall furnish all labor, tools, equipment, and supplies necessary to perform the work outlined within this agreement.

### Out of Scope & Hourly Work

Out of Scope Work pertains to any services performed, materials provided, or debris hauled away that the Customer has not signed up for or is not included within this agreement.

All hourly & out of scope work that is requested by the Customer or its residents and performed by the Contractor shall be billed at the hourly rates listed within this agreement and is to include any additional charges for trucking, delivery, materials used, equipment used, and/or debris hauled away.

It is the responsibility of the Customer to be aware of the hourly rates and additional charges that are to be applied before requesting any hourly or out of scope work from the Contractor or its employees. Service rates and information can always be obtained by emailing, texting, or calling Dayton. [dayton@rothlandscape.com](mailto:dayton@rothlandscape.com) - (801) 953-9001 (*call/text*)

### Mowing

We ask that you do not water your lawn the night before or the day of your scheduled mow day. Wet grass will mow unevenly, can cause ruts, will leave a mess, & may not be bagged.

Any excess debris in lawn areas that need to be cleaned up before we can mow will be billed for at the hourly rates listed + haul (*i.e. branches, leaves, plant trimmings, clutter, etc.*).

### Weather Delays

Weather delays, especially in the spring expected to happen. We will do our best to stay on schedule and you can always contact Dayton to find out when we expect to service your property.

## **Damages**

Unless it is determined by the Contractor that damages were caused by the carelessness or negligence of its employees, the Contractor will not accept responsibility for damages, including any of the following:

- Any damages resulting from the presence of objects left in the areas that are to be serviced or accessed by the Contractor or its employees.  
*i.e. toys, hoses, tools, dog leash, rocks (in lawn propelled by equipment), etc.*
- Exposed or buried wires or cables, underground electric dog fences, or lights in lawn areas
- Sprinkler heads, pipes, & boxes  
Sprinkler equipment that is installed and operating correctly should never be damaged by lawn maintenance equipment. The lawn maintenance crew is not responsible for sprinkler equipment failure &/or inadequate installation (*i.e. pop up sprinkler heads that don't retract after watering is an example of equipment failure, sprinkler heads that are not installed deep enough or installed too close to pavement are a result of inadequate installation*).
- The Contractor will not be held liable for any irrigation breaks, stuck/leaking valves or backflows, over watering, or malfunctions that cause damages, including to the interior or exterior buildings & structures

## **Other**

- Access - Please have gates unlocked and access ways cleared on your scheduled service day. In the event that we show up and are unable to access the areas to be serviced, a full service charge will still be applied to your bill.
- Safety - Please keep all persons & pets indoors while we are working in your yard
- Irrigation - It is the responsibility of the Customer to inform the Contractor of any sprinkler issues they would like addressed. Unless it is included in the service agreement, the Contractor is not responsible to monitor your irrigation system or monitor the health of your plants. The Contractor is not liable for freeze breaks in the irrigation system.

## **Service Agreement**

Authorization is herein granted by the undersigned Customer for maintenance services rendered to the property listed in this agreement. It is understood that payment for services rendered are due by the 15th of each month with the first payment being due on April 15. In the event of payment not tendered within the agreed timeline, the Customer may be charged a fee of \$30.00 per month plus interest at the rate of 18 percent per annum on any amounts due to the Contractor. The Customer agrees to pay any attorney fees and collection costs incurred by the Contractor in the event of non-payment for services rendered. The Contractor reserves the right to pause or discontinue service on any delinquent accounts. Once an account is paid in full and service is restored, additional charges may be applied if additional time or debris haul is required to get the property back to its previous condition. Any cancellation of services by the Customer must be submitted in writing 30 days prior to cancellation date. In the event that services are cancelled by either party before a project is completed or before the contract period has ended, any non-hourly services provided by the Contractor are to be billed at the hourly labor rates listed plus any charges for materials used and debris hauled off.

This contract shall be valid for all services performed between  
**March 15, 2023 and November 15, 2023**



Proposal #4091

## Landscape Maintenance Agreement 2023 \*Per Service\*

**Date** 10/12/2022

**Customer** Alysha Hathaway | Summit Academy | 1225 East 13200 South | Draper, UT 84020

**Property** Summit Academy-Draper Campus | 1225 East 13200 South | Draper, UT 84020

**Services Billed Upon Completion**

Description	Frequency	Cost per Occ.	Annual Cost
<b>Weekly Maintenance</b>			
Mowing Services	28	\$1,313.73	\$36,784.44
<b>Fertilization &amp; Weed Control</b>			
Spring Fertilizer 2app	1	\$3,509.54	\$3,509.54
Mid Summer Fertilizer 2app	1	\$2,039.97	\$2,039.97
Turf Application Broadleaf Only	4	\$1,132.11	\$4,528.44
<b>Spring Clean Up</b>			
Aeration	1	\$1,334.25	\$1,334.25
Spring Clean up	1	\$884.52	\$884.52
<b>Trimming</b>			
Shrub Trimming	3	\$589.68	\$1,769.04
<b>Fall Clean Up</b>			
Fall Cleanup	1	\$1,474.21	\$1,474.21
<b>Total Price</b>			<b>\$52,324.41</b>

**Optional Services**

Initial next to optional services you would like added to your contract.	Frequency	Cost per Occ.	Annual Cost
_____ Irrigation Repair	1	\$60.00	\$60.00
_____ Irrigation System Start Up	1	\$60.00	\$60.00
_____ Irrigation System Winterization	1	\$95.00	\$95.00

By \_\_\_\_\_  
 Adrian Bacikalo  
 Date 10/12/2022  
 Lawn Butler Holdings, LLC.

By \_\_\_\_\_  
 Date \_\_\_\_\_  
 Summit Academy-Draper Campus

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## Services

### Mowing Services

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

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

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

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

\*\*\*If Weeding Service is selected

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

### Spring Fertilizer 2app

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

### Mid Summer Fertilizer 2app

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

### Turf Application Broadleaf Only

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

### Aeration

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

### Spring Clean up

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

### Shrub Trimming

Basic shrub trimming of portions of new growth up to 6' and dead branches performed 2 times a season. Trimmings will be cleared from site.

### Fall Cleanup

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

## Optional Services

### Irrigation Repair

### Irrigation System Start Up

## Irrigation System Winterization

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## Terms & Conditions

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

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

3. Insurance. Contractor will maintain general liability, automotive and workers compensation coverage as required by the governing laws of the states in which Services are being performed. Contractor will provide evidence of such coverage to Customer upon request.
4. Term and Fees Adjustment. (a) *Term*. This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of one (1) year or other term as set forth in the applicable SOW ("Initial Term"). Thereafter, this Agreement will automatically renew for successive one-year terms ("Renewal Term") unless and until terminated in accordance with this Agreement, or unless either party provides written notice of its intention not to renew the Agreement at least ninety (90) days prior to the expiration of the then-current term. The Initial Term and each applicable Renewal Term will constitute the "Term" of this Agreement. Customer shall continue to be responsible for payment to Contractor for the Services through the end of the Term. (b) *Fees Adjustments*. Fees shall remain fixed for the Initial Term. Unless otherwise agreed to by the parties, for each Renewal Term, Fees shall be increased in accordance with the Consumer Price Index (CPI) increase calculated as follows: the base month for price adjustments will be the most recent month for which the CPI is published, as of the date of the renewal based on the Consumer Price Index (CPI) – Non seasonally adjusted – all urban consumers – all items – for the Chicago-Naperville-Elgin region, as it appears in the periodical Producer Price Indices published by the U.S. Department of Labor, Bureau of Labor Statistics.
- 5.
6. Termination. (a) *Termination for Cause*. Either party may terminate this Agreement: (i) if the other party materially breaches the Agreement and, where the breach is remediable, does not remedy the breach within 30 days of the non-breaching party's written notice describing the breach; (ii) immediately upon written notice, if the other party becomes insolvent, enters into compulsory or voluntary bankruptcy proceeding, liquidation, dissolution, or ceases for any reason to carry on business, or takes or suffers any similar action which in the other party reasonably believes means that it might become unable to pay its debts generally as they become due. Failure to make any payment when due shall constitute a material breach; upon Customer's failure to make payment under this Agreement, Contractor may, in its sole discretion, take any or all actions set forth in Section 2(d). (b) *Effect of Termination*. If the Agreement is terminated for any reason other than Contractor's material breach, Customer shall pay Contractor any unpaid Fees in accordance with the applicable SOW. All Fees shall be due and payable within thirty (30) days after the effective date of termination of the applicable SOW.
7. Contractor's Responsibilities. All work shall be completed in workmanlike manner in accordance with standard landscape maintenance practices.
8. Customer's Responsibilities. Customer will permit adequate access to the Premises as required to perform the Services in a timely, safe and efficient manner. Customer will provide access to water and electricity as required to perform the Services.
9. Representations, Warranties, and Disclaimers. (a) Contractor represents and warrants that it has all right, title and authority necessary to perform the Services and carry out its responsibilities under this Agreement and each SOW, as applicable. Customer represents and warrants that it has all right, title and authority (including, but not limited to permits and consents) necessary to engage Contractor to perform Services at the Premises, and that the Services set forth in the applicable SOW are permitted by all

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

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

11. General.

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

(b) *Independent Contractor.* Contractor shall perform Services as an independent contractor

and not as an employee of the Customer.

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

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

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

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

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

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

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

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

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

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

Customer agrees to all other terms and agreements at [www.lawnbutler.net/terms-and-conditions](http://www.lawnbutler.net/terms-and-conditions).





**PROSECUTIVE  
LANDSCAPING**

1042 East Fort Union Blvd #412  
Midvale, Utah, 84047



**PROPOSAL/ CONTRACT**

DATE	QUOTE #	CUST #
11/7/2022	0000012467	0001857

**Our Contact Information:**

Phone 801-293-9273 Fax 801-904-3762  
 customerservice@prosecutive.com  
 Mickey Hall 801-293-9273  
 Maintenance@prosecutive.com

**Project Location:**

Summit Academy Bluffdale  
 15327 South Noell Nelson Drive  
 Bluffdale UT 84065

**Proposal For:**

**Summit Academy Independenc**  
**1285 East 13200 South**  
**Draper UT 84020**

DESCRIPTION	PRICE EACH
<b>SECTION II. SERVICES WE RECOMMEND</b>	
We also offer the following services. If any of these are of interest to you, please let us know.	
Initial diagnosis and treatment for trees and shrubs. In the event that your property is in need of an Initial seasonal spraying for pest and/or disease on the site trees. The rate for this service can be integrate with your monthly maintenance program. Please contact our office for additional information and pricing.	
-----	
Tree and Shrub Care Integrated Pest Management Services Integrated Pest Management (IPM), after the initial treatment for pest and/or disease is performed on the trees, we will make up to 4 visits to continue to spray as needed for previous problems as well as add the necessary fertilizers to the soils to help capture the best opportunities for the trees performance and survival. The rate for this service can be integrate with your monthly maintenance program. Please contact our office for additional information and pricing.	
=====	
Billing Rates for Services that may be request outside of the scope of services provided in the Landscape Maintenance Program.	
LABOR RATES Hourly Rate for Project Manager \$ 90.00 / per man hour Hourly Rate for Crew Leader \$ 75.00/ per man hour Hourly Rate for Labor Tech II \$ 65.00/ per man hour Hourly Rate for Labor Tech I \$ 65.00/ per man hour	
ADDITIONAL GARDEN SERVICES Gardening and general labor services provided hourly (does not include equipment) \$ 65.00 Per man hour Dump Fee's - \$36.00 per ton plus truck and driver	
=====	
EQUIPMENT RATES Skid Loader usage in hrs w/o operator (day rate) does not include mobilization. 435.00 Mini Excavator w/o operator. (day rate) does not include mobilization. 495.00 Equipment attachments and delivery is not included in day rates. Wire Tracer (day rate) 75.00	
TRUCKING Hourly rate for 10 wheel dump truck. \$105.00/hr loading or hauling Hourly rate for 1 Ton dump truck. \$85.00/hr loading or hauling	

*Please Initial next to the services or program selected. If you have any questions or need additional information please call.*



**PROSECUTIVE  
LANDSCAPING**

1042 East Fort Union Blvd #412  
Midvale, Utah, 84047



**PROPOSAL/ CONTRACT**

DATE	QUOTE #	CUST #
11/7/2022	0000012467	0001857

**Our Contact Information:**

Phone 801-293-9273 Fax 801-904-3762  
customerservice@prosecutive.com  
Mickey Hall 801-293-9273  
Maintenance@prosecutive.com

**Project Location:**

Summit Academy Bluffdale  
15327 South Noell Nelson Drive  
Bluffdale UT 84065

**Proposal For:**

Summit Academy Independenc  
1285 East 13200 South  
Draper UT 84020

DESCRIPTION	PRICE EACH
<p>Multi-Year Contract Option will expire December 1, 2026: (Initial to accept _____)</p> <ol style="list-style-type: none"> <li>1) This option will provide consecutive years of service from the date of contract acceptance.</li> <li>2) Program pricing may have a maximum of a 5% price increase at each anniversary date. Summit will be notified of any pricing changes a minimum of 30 days prior to the anniversary date of the contract.</li> <li>3) Service level changes that occur during contract term will be mutually agreed to and may change contract pricing.</li> <li>4) If the contract is terminated during the installment term the final billing will be prorated for services rendered and payment must be received within 30 days of final billing.</li> </ol> <p>THANK YOU FOR INVITING US TO BID ON YOUR PROJECTS. WE APPRECIATE YOUR PATRONAGE AND LOOK FORWARD TO WORKING WITH YOU.</p> <hr/> <p>Miscellaneous Provisions:</p> <ol style="list-style-type: none"> <li>a) Buyer is owner or has written authorization from owner to authorize the services or products listed above. This Contract (for seasonal maintenance) will automatically renew annually from initial acceptance.</li> <li>b) Above is the entire agreement of the parties. Changes or additions to this Contract shall be made in writing and signed by both parties.</li> <li>c) This contract shall be binding on heirs, successors or assigns of the parties hereto.</li> <li>d) Contractor is not responsible for damage caused from snow removal services or ice control applications or chemicals.</li> <li>e) Cost for permits, licenses, bonds and taxes are not included in this contract unless specified.</li> <li>f) Either party may cancel this contract with a 30 day written notice and payment in full on final day of work. Services prorated in monthly installments will be invoiced in full upon cancellation of contract.</li> </ol>	

*Please Initial next to the services or program selected. If you have any questions or need additional information please call.*



**PROSECUTIVE  
LANDSCAPING**

1042 East Fort Union Blvd #412  
Midvale, Utah, 84047



**PROPOSAL/ CONTRACT**

DATE	QUOTE #	CUST #
11/7/2022	0000012467	0001857

**Our Contact Information:**

Phone 801-293-9273 Fax 801-904-3762  
 customerservice@prosecutive.com  
 Mickey Hall 801-293-9273  
 Maintenance@prosecutive.com

**Project Location:**

Summit Academy Bluffdale  
 15327 South Noell Nelson Drive  
 Bluffdale UT 84065

**Proposal For:**

Summit Academy Independenc  
 1285 East 13200 South  
 Draper UT 84020

DESCRIPTION	PRICE EACH
<p>Terms of Payment:                      Buyer shall pay contractor in full upon completion of services rendered. For your convience we accept Cash, Check, Visa, MasterCard, Discover and American Express. Contractor shall be entitled to all of its cost including attorney's fees and lien fees, in connection with the enforcement of this contract. In addition contractor is entitled to interest on all past due amounts at a rate of 1.5% per month from due date to date payment is received whether before or after judgement.</p> <hr/> <p>Acceptance: _____ Contractor: Prosecutive Enterprise, Inc.                      Buyer Acceptance: _____ dba Prosecutive Landscaping LLC</p> <hr/> <p>Date _____ Darren C Poulsen, President                      License #95-289953-550</p>	

Prepared By Dayton Roth  
 Mobile (801) 953-9001  
 Date November 3, 2022  
 Email dayton@rothlandscape.com



PO BOX 640  
 Draper, UT 84020  
 Office: (801) 571-8088  
 www.rothlandscape.com

<b>Property</b>	<b>Contact</b>	Alysha Hathaway	<b>Billing Address</b>
Independence	<b>Company</b>	Summit Academy	ahathaway@2summit.org
15327 S Noell Nelson Dr	<b>Phone</b>	(801) 572-9007	
Bluffdale UT 84020	<b>Email</b>	ahathaway@2summit.org	

**Landscape Maintenance Contract March 15, 2023 - November 15, 2023**

**Included Services**

- Lawn Mowing** Mow, trim, & edge all lawn areas. Walkways, driveways, & patios to be cleared of grass clippings  
 Serviced April 15 - October 31. No service on national holidays, or on days in which the weather is non-permitting
- Spring Clean Up** Prune plants & shrubs as needed, clean up green waste debris from planting beds & lawn areas  
 To be serviced once in March or April. Haul of green waste debris included. Tree trimming not included
- Shrub Maintenance** Prune back shrubs twice during summer months, haul away of clippings  
 To be serviced twice during the summer months (June-September). Tree trimming not included
- Fall Clean Up** Prune plants & shrubs, cut back perennials & grasses, remove annuals & green waste from planting bed areas  
 To be serviced once in October or November. Haul of green waste debris included. Tree trimming not included
- Leaf Clean Up** Clean up and haul away leaves and green waste debris  
 Serviced once in November. Additional clean up requested after Nov. 15 to be charged at General Labor hourly rate + haul
- Weed Control** Herbicide application & removal of weeds in planting bed areas. *To be serviced bi-weekly April-October*

Annual cost for Included Services: **\$27,984.00** To be divided into 8 monthly Installments of: **\$3,498.00**

**Additional Services Rendered Upon Request**

<b>Aeration</b> Core aeration of lawn areas. Price per service (1 aeration recommended per year)	<u>\$1,295.00</u>
<b>Lawn Fertilization</b> Price per application (3-4 recommended). Spring application includes pre-emergent herbicide	<u>\$1,350.00</u>
<b>Silt Seeding</b> Seeding the sports field. Price per service	<u>\$1,800.00</u>
<b>Sprinkler Start Up</b> Start up & inspect system, program water durations & repair breaks. \$80.00 per technician hour	<u>\$80.00</u>
<b>Sprinkler Winterize</b> Shut down & blow out irrigation lines with air compressor. \$145.00 per technician hour	<u>\$145.00</u>
<b>Sprinkler Repairs</b> Price per-technician per-hour. \$80.00 minimum per service. Parts & materials charged separately	<u>\$80.00</u>
<b>General Labor</b> Price per-man per-hour for any work performed that is <b>out-of-scope</b> of the Included Services above	<u>\$50.00</u>
<b>Green Waste Haul</b> Price per cubic yard of green waste hauled (grass & plant clippings) for any <b>out-of-scope</b> work	<u>\$45.00</u>

\* By signing this contract you agree to the Included Services and Additional Services pricing listed above and the Service Agreement Terms on pages 2 & 3

\_\_\_\_\_  
 Property Owner/Manager (Printed)

\_\_\_\_\_  
 Property Owner/Manager (Signature)

\_\_\_\_\_  
 Date

Please sign & return this agreement to the mailing address above or email to dayton@rothlandscape.com



## 2023 Landscape Maintenance Service Agreement

### Terms and Conditions

These Terms and Conditions apply to all work performed and materials supplied by Roth Landscape Services and its Affiliates ("Contractor") provided to you ("Customer") and shall govern unless expressly modified or excluded in writing by both parties. Any modifications to this agreement or the services contained herein must be emailed to [dayton@rothlandscape.com](mailto:dayton@rothlandscape.com) no less than 72 hours before such work is to begin.

The Contractor shall furnish all labor, tools, equipment, and supplies necessary to perform the work outlined within this agreement.

### Out of Scope & Hourly Work

Out of Scope Work pertains to any services performed, materials provided, or debris hauled away that the Customer has not signed up for or is not included within this agreement.

All hourly & out of scope work that is requested by the Customer or its residents and performed by the Contractor shall be billed at the hourly rates listed within this agreement and is to include any additional charges for trucking, delivery, materials used, equipment used, and/or debris hauled away.

It is the responsibility of the Customer to be aware of the hourly rates and additional charges that are to be applied before requesting any hourly or out of scope work from the Contractor or its employees. Service rates and information can always be obtained by emailing, texting, or calling Dayton. [dayton@rothlandscape.com](mailto:dayton@rothlandscape.com) - (801) 953-9001 (*call/text*)

### Mowing

We ask that you do not water your lawn the night before or the day of your scheduled mow day. Wet grass will mow unevenly, can cause ruts, will leave a mess, & may not be bagged.

Any excess debris in lawn areas that need to be cleaned up before we can mow will be billed for at the hourly rates listed + haul (*i.e. branches, leaves, plant trimmings, clutter, etc.*).

### Weather Delays

Weather delays, especially in the spring expected to happen. We will do our best to stay on schedule and you can always contact Dayton to find out when we expect to service your property.

## **Damages**

Unless it is determined by the Contractor that damages were caused by the carelessness or negligence of its employees, the Contractor will not accept responsibility for damages, including any of the following:

- Any damages resulting from the presence of objects left in the areas that are to be serviced or accessed by the Contractor or its employees.  
*i.e. toys, hoses, tools, dog leash, rocks (in lawn propelled by equipment), etc.*
- Exposed or buried wires or cables, underground electric dog fences, or lights in lawn areas
- Sprinkler heads, pipes, & boxes  
Sprinkler equipment that is installed and operating correctly should never be damaged by lawn maintenance equipment. The lawn maintenance crew is not responsible for sprinkler equipment failure &/or inadequate installation (*i.e. pop up sprinkler heads that don't retract after watering is an example of equipment failure, sprinkler heads that are not installed deep enough or installed too close to pavement are a result of inadequate installation*).
- The Contractor will not be held liable for any irrigation breaks, stuck/leaking valves or backflows, over watering, or malfunctions that cause damages, including to the interior or exterior buildings & structures

## **Other**

- Access - Please have gates unlocked and access ways cleared on your scheduled service day. In the event that we show up and are unable to access the areas to be serviced, a full service charge will still be applied to your bill.
- Safety - Please keep all persons & pets indoors while we are working in your yard
- Irrigation - It is the responsibility of the Customer to inform the Contractor of any sprinkler issues they would like addressed. Unless it is included in the service agreement, the Contractor is not responsible to monitor your irrigation system or monitor the health of your plants. The Contractor is not liable for freeze breaks in the irrigation system.

## **Service Agreement**

Authorization is herein granted by the undersigned Customer for maintenance services rendered to the property listed in this agreement. It is understood that payment for services rendered are due by the 15th of each month with the first payment being due on April 15. In the event of payment not tendered within the agreed timeline, the Customer may be charged a fee of \$30.00 per month plus interest at the rate of 18 percent per annum on any amounts due to the Contractor. The Customer agrees to pay any attorney fees and collection costs incurred by the Contractor in the event of non-payment for services rendered. The Contractor reserves the right to pause or discontinue service on any delinquent accounts. Once an account is paid in full and service is restored, additional charges may be applied if additional time or debris haul is required to get the property back to its previous condition. Any cancellation of services by the Customer must be submitted in writing 30 days prior to cancellation date. In the event that services are cancelled by either party before a project is completed or before the contract period has ended, any non-hourly services provided by the Contractor are to be billed at the hourly labor rates listed plus any charges for materials used and debris hauled off.

This contract shall be valid for all services performed between  
**March 15, 2023 and November 15, 2023**



Proposal #4093

## Landscape Maintenance Agreement 2023 \*Per Service\*

**Date** 10/12/2022

**Customer** Alysha Hathaway | Summit Academy | 1225 East 13200 South | Draper, UT 84020

**Property** Summit Academy-Independence Campus | 15327 South Noell Nelson Drive | Bluffdale, UT 84065

**Services Billed Upon Completion**

Description	Frequency	Cost per Occ.	Annual Cost
<b>Weekly Maintenance</b>			
Mowing Services	28	\$809.03	\$22,652.84
<b>Fertilization &amp; Weed Control</b>			
Spring Fertilizer 2app	1	\$2,069.85	\$2,069.85
Mid Summer Fertilizer 2app	1	\$1,261.80	\$1,261.80
Turf Application Broadleaf Only	4	\$764.05	\$3,056.20
<b>Spring Clean Up</b>			
Aeration	1	\$733.91	\$733.91
Spring Clean up	1	\$884.52	\$884.52
<b>Trimming</b>			
Shrub Trimming	3	\$589.68	\$1,769.04
<b>Fall Clean Up</b>			
Fall Cleanup	1	\$1,179.37	\$1,179.37
<b>Total Price</b>			<b>\$33,607.53</b>

**Optional Services**

Initial next to optional services you would like added to your contract.	Frequency	Cost per Occ.	Annual Cost
_____ Irrigation Repair	1	\$60.00	\$60.00
_____ Irrigation System Start Up	1	\$60.00	\$60.00
_____ Irrigation System Winterization	1	\$95.00	\$95.00

By \_\_\_\_\_  
Adrian Bacikalo  
Date 10/12/2022  
Lawn Butler Holdings, LLC.

By \_\_\_\_\_  
Date \_\_\_\_\_  
Summit Academy-Independence  
Campus

## Services

### Mowing Services

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

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

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

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

\*\*\*If Weeding Service is selected

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

### Spring Fertilizer 2app

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

### Mid Summer Fertilizer 2app

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

### Turf Application Broadleaf Only

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

### Aeration

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

### Spring Clean up

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

### Shrub Trimming

Basic shrub trimming of portions of new growth up to 6' and dead branches performed 2 times a season. Trimmings will be cleared from site.

### Fall Cleanup

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

## Optional Services

### Irrigation Repair

### Irrigation System Start Up

### **Irrigation System Winterization**

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## Terms & Conditions

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

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

3. Insurance. Contractor will maintain general liability, automotive and workers compensation coverage as required by the governing laws of the states in which Services are being performed. Contractor will provide evidence of such coverage to Customer upon request.
4. Term and Fees Adjustment. (a) *Term.* This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of one (1) year or other term as set forth in the applicable SOW ("Initial Term"). Thereafter, this Agreement will automatically renew for successive one-year terms ("Renewal Term") unless and until terminated in accordance with this Agreement, or unless either party provides written notice of its intention not to renew the Agreement at least ninety (90) days prior to the expiration of the then-current term. The Initial Term and each applicable Renewal Term will constitute the "Term" of this Agreement. Customer shall continue to be responsible for payment to Contractor for the Services through the end of the Term. (b) *Fees Adjustments.* Fees shall remain fixed for the Initial Term. Unless otherwise agreed to by the parties, for each Renewal Term, Fees shall be increased in accordance with the Consumer Price Index (CPI) increase calculated as follows: the base month for price adjustments will be the most recent month for which the CPI is published, as of the date of the renewal based on the Consumer Price Index (CPI) – Non seasonally adjusted – all urban consumers – all items – for the Chicago-Naperville-Elgin region, as it appears in the periodical Producer Price Indices published by the U.S. Department of Labor, Bureau of Labor Statistics.
- 5.
6. Termination. (a) *Termination for Cause.* Either party may terminate this Agreement: (i) if the other party materially breaches the Agreement and, where the breach is remediable, does not remedy the breach within 30 days of the non-breaching party's written notice describing the breach; (ii) immediately upon written notice, if the other party becomes insolvent, enters into compulsory or voluntary bankruptcy proceeding, liquidation, dissolution, or ceases for any reason to carry on business, or takes or suffers any similar action which in the other party reasonably believes means that it might become unable to pay its debts generally as they become due. Failure to make any payment when due shall constitute a material breach; upon Customer's failure to make payment under this Agreement, Contractor may, in its sole discretion, take any or all actions set forth in Section 2(d). (b) *Effect of Termination.* If the Agreement is terminated for any reason other than Contractor's material breach, Customer shall pay Contractor any unpaid Fees in accordance with the applicable SOW. All Fees shall be due and payable within thirty (30) days after the effective date of termination of the applicable SOW.
7. Contractor's Responsibilities. All work shall be completed in workmanlike manner in accordance with standard landscape maintenance practices.
8. Customer's Responsibilities. Customer will permit adequate access to the Premises as required to perform the Services in a timely, safe and efficient manner. Customer will provide access to water and electricity as required to perform the Services.
9. Representations, Warranties, and Disclaimers. (a) Contractor represents and warrants that it has all right, title and authority necessary to perform the Services and carry out its responsibilities under this Agreement and each SOW, as applicable. Customer represents and warrants that it has all right, title and authority (including, but not limited to permits and consents) necessary to engage Contractor to perform Services at the Premises, and that the Services set forth in the applicable SOW are permitted by all

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

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

11. General.

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

(b) *Independent Contractor.* Contractor shall perform Services as an independent contractor

and not as an employee of the Customer.

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

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

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

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

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

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

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

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

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

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

Customer agrees to all other terms and agreements at [www.lawnbutler.net/terms-and-conditions](http://www.lawnbutler.net/terms-and-conditions).





**PROSECUTIVE  
LANDSCAPING**

1042 East Fort Union Blvd #412  
Midvale, Utah, 84047



**PROPOSAL/ CONTRACT**

DATE	QUOTE #	CUST #
------	---------	--------

11/7/2022      0000020856      0002542

**Our Contact Information:**

Phone 801-293-9273 Fax 801-904-3762  
customerservice@prosecutive.com  
Mickey Hall 801-293-9273  
Maintenance@prosecutive.com

**Project Location:**

Summit Bluffdale  
1940 West 14400 South  
Bluffdale UT 84065

**Proposal For:**

**Summit Academy Bluffdale  
1285 East 13200 South  
Draper UT 84020**

DESCRIPTION	PRICE EACH
<b>SECTION II. SERVICES WE RECOMMEND</b>	
We also offer the following services. If any of these are of interest to you, please let us know.	
Initial diagnosis and treatment for trees and shrubs. In the event that your property is in need of an Initial seasonal spraying for pest and/or disease on the site trees. The rate for this service can be integrate with your monthly maintenance program. Please contact our office for additional information and pricing.	
-----	
Tree and Shrub Care Integrated Pest Management Services Integrated Pest Management (IPM), after the initial treatment for pest and/or disease is performed on the trees, we will make up to 4 visits to continue to spray as needed for previous problems as well as add the necessary fertilizers to the soils to help capture the best opportunities for the trees performance and survival. The rate for this service can be integrate with your monthly maintenance program. Please contact our office for additional information and pricing.	
=====	
Billing Rates for Services that may be request outside of the scope of services provided in the Landscape Maintenance Program.	
LABOR RATES Hourly Rate for Project Manager \$ 90.00 / per man hour Hourly Rate for Crew Leader \$ 75.00/ per man hour Hourly Rate for Labor Tech II \$ 65.00/ per man hour Hourly Rate for Labor Tech I \$ 65.00/ per man hour	
ADDITIONAL GARDEN SERVICES Gardening and general labor services provided hourly (does not include equipment) \$ 65.00 Per man hour Dump Fee's - \$36.00 per ton plus truck and driver	
=====	
EQUIPMENT RATES Skid Loader usage in hrs w/o operator (day rate) does not include mobilization. 435.00 Mini Excavator w/o operator. (day rate) does not include mobilization. 495.00 Equipment attachments and delivery is not included in day rates. Wire Tracer (day rate) 75.00	
TRUCKING RATES Hourly rate for 10 wheel dump truck. \$105.00/hr loading or hauling Hourly rate for 1 Ton dump truck. \$85.00/hr loading or hauling	

Please Initial next to the services or program selected. If you have any questions or need additional information please call.



**PROSECUTIVE  
LANDSCAPING**

1042 East Fort Union Blvd #412  
Midvale, Utah, 84047



**PROPOSAL/ CONTRACT**

DATE	QUOTE #	CUST #
------	---------	--------

11/7/2022      0000020856      0002542

**Our Contact Information:**

Phone 801-293-9273 Fax 801-904-3762  
customerservice@prosecutive.com  
Mickey Hall 801-293-9273  
Maintenance@prosecutive.com

**Project Location:**

Summit Bluffdale  
1940 West 14400 South  
Bluffdale UT 84065

**Proposal For:**

Summit Academy Bluffdale  
1285 East 13200 South  
Draper UT 84020

DESCRIPTION	PRICE EACH
<p>Multi-Year Contract Option will expire December 1, 2026: (Initial to accept _____)</p> <ol style="list-style-type: none"> <li>1) This option will provide consecutive years of service from the date of contract acceptance.</li> <li>2) Program pricing may have a maximum of a 5% price increase at each anniversary date. Summit will be notified of any pricing changes a minimum of 30 days prior to the anniversary date of the contract.</li> <li>3) Service level changes that occur during contract term will be mutually agreed to and may change contract pricing.</li> <li>4) If the contract is terminated during the installment term the final billing will be prorated for services rendered and payment must be received within 30 days of final billing.</li> </ol> <p>THANK YOU FOR INVITING US TO BID ON YOUR PROJECTS. WE APPRECIATE YOUR PATRONAGE AND LOOK FORWARD TO WORKING WITH YOU.</p> <hr/> <p>Miscellaneous Provisions:</p> <ol style="list-style-type: none"> <li>a) Buyer is owner or has written authorization from owner to authorize the services or products listed above. This Contract (for seasonal maintenance) will automatically renew annually from initial acceptance.</li> <li>b) Above is the entire agreement of the parties. Changes or additions to this Contract shall be made in writing and signed by both parties.</li> <li>c) This contract shall be binding on heirs, successors or assigns of the parties hereto.</li> <li>d) Contractor is not responsible for damage caused from snow removal services or ice control applications or chemicals.</li> <li>e) Cost for permits, licenses, bonds and taxes are not included in this contract unless specified.</li> <li>f) Either party may cancel this contract with a 30 day written notice and payment in full on final day of work. Services prorated in monthly installments will be invoiced in full upon cancellation of contract.</li> </ol>	



**PROSECUTIVE  
LANDSCAPING**

1042 East Fort Union Blvd #412  
Midvale, Utah, 84047



**PROPOSAL/ CONTRACT**

DATE	QUOTE #	CUST #
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Bluffdale UT 84065

**Proposal For:**

Summit Academy Bluffdale  
1285 East 13200 South  
Draper UT 84020

DESCRIPTION	PRICE EACH
<p><b>Terms of Payment:</b> Buyer shall pay contractor in full upon completion of services rendered. For your convenience we accept Cash, Check, Visa, MasterCard, Discover and American Express. Contractor shall be entitled to all of its cost including attorney's fees and lien fees, in connection with the enforcement of this contract. In addition contractor is entitled to interest on all past due amounts at a rate of 1.5% per month from due date to date payment is received whether before or after judgement.</p> <hr/> <p>Acceptance: _____ Contractor: Prosecutive Enterprise, Inc. Buyer Acceptance: _____ dba Prosecutive Landscaping LLC</p> <hr/> <p>Date _____ Darren C Poulsen, President License #95-289953-550</p>	

Prepared By Dayton Roth  
 Mobile (801) 953-9001  
 Date November 3, 2022  
 Email dayton@rothlandscape.com



PO BOX 640  
 Draper, UT 84020  
 Office: (801) 571-8088  
 www.rothlandscape.com

**Property**  
 Bluffdale Summit  
 1940 W 14400 S  
 Bluffdale UT 84020

**Contact** Alysha Hathaway  
**Company** Summit Academy  
**Phone** (801) 572-9007  
**Email** ahathaway@2summit.org

**Billing Address**  
 ahathaway@2summit.org

**Landscape Maintenance Contract March 15, 2023 - November 15, 2023**

**Included Services**

- Lawn Mowing** Mow, trim, & edge all lawn areas. Walkways, driveways, & patios to be cleared of grass clippings  
 Serviced April 15 - October 31. No service on national holidays, or on days in which the weather is non-permitting
- Spring Clean Up** Prune plants & shrubs as needed, clean up green waste debris from planting beds & lawn areas  
 To be serviced once in March or April. Haul of green waste debris included. Tree trimming not included
- Shrub Maintenance** Prune back shrubs twice during summer months, haul away of clippings  
 To be serviced twice during the summer months (June-September). Tree trimming not included
- Fall Clean Up** Prune plants & shrubs, cut back perennials & grasses, remove annuals & green waste from planting bed areas  
 To be serviced once in October or November. Haul of green waste debris included. Tree trimming not included
- Leaf Clean Up** Clean up and haul away leaves and green waste debris  
 Serviced once in November. Additional clean up requested after Nov. 15 to be charged at General Labor hourly rate + haul
- Weed Control** Herbicide application & removal of weeds in planting bed areas. *To be serviced bi-weekly April-October*

Annual cost for Included Services: \$25,960.00 To be divided into 8 monthly installments of: \$3,245.00

**Additional Services Rendered Upon Request**

<b>Aeration</b> Core aeration of lawn areas. Price per service (1 aeration recommended per year)	<u>\$1,395.00</u>
<b>Lawn Fertilization</b> Price per application (3-4 recommended). Spring application includes pre-emergent herbicide	<u>\$1,750.00</u>
<b>Slit Seeding</b> Seeding the sports field. Price per service	<u>\$1,350.00</u>
<b>Sprinkler Start Up</b> Start up & inspect system, program water durations & repair breaks. \$80.00 per technician hour	<u>\$80.00</u>
<b>Sprinkler Winterize</b> Shut down & blow out irrigation lines with air compressor. \$145.00 per technician hour	<u>\$145.00</u>
<b>Sprinkler Repairs</b> Price per-technician per-hour. \$80.00 minimum per service. Parts & materials charged separately	<u>\$80.00</u>
<b>General Labor</b> Price per-man per-hour for any work performed that is <b>out-of-scope</b> of the Included Services above	<u>\$50.00</u>
<b>Green Waste Haul</b> Price per cubic yard of green waste hauled (grass & plant clippings) for any <b>out-of-scope</b> work	<u>\$45.00</u>

\* By signing this contract you agree to the Included Services and Additional Services pricing listed above and the Service Agreement Terms on pages 2 & 3

\_\_\_\_\_  
 Property Owner/Manager (Printed)

\_\_\_\_\_  
 Property Owner/Manager (Signature)

\_\_\_\_\_  
 Date

Please sign & return this agreement to the mailing address above or email to dayton@rothlandscape.com



## 2023 Landscape Maintenance Service Agreement

### Terms and Conditions

These Terms and Conditions apply to all work performed and materials supplied by Roth Landscape Services and its Affiliates ("Contractor") provided to you ("Customer") and shall govern unless expressly modified or excluded in writing by both parties. Any modifications to this agreement or the services contained herein must be emailed to [dayton@rothlandscape.com](mailto:dayton@rothlandscape.com) no less than 72 hours before such work is to begin.

The Contractor shall furnish all labor, tools, equipment, and supplies necessary to perform the work outlined within this agreement.

### Out of Scope & Hourly Work

Out of Scope Work pertains to any services performed, materials provided, or debris hauled away that the Customer has not signed up for or is not included within this agreement.

All hourly & out of scope work that is requested by the Customer or its residents and performed by the Contractor shall be billed at the hourly rates listed within this agreement and is to include any additional charges for trucking, delivery, materials used, equipment used, and/or debris hauled away.

It is the responsibility of the Customer to be aware of the hourly rates and additional charges that are to be applied before requesting any hourly or out of scope work from the Contractor or its employees. Service rates and information can always be obtained by emailing, texting, or calling Dayton. [dayton@rothlandscape.com](mailto:dayton@rothlandscape.com) - (801) 953-9001 (*call/text*)

### Mowing

We ask that you do not water your lawn the night before or the day of your scheduled mow day. Wet grass will mow unevenly, can cause ruts, will leave a mess, & may not be bagged.

Any excess debris in lawn areas that need to be cleaned up before we can mow will be billed for at the hourly rates listed + haul (*i.e. branches, leaves, plant trimmings, clutter, etc.*).

### Weather Delays

Weather delays, especially in the spring expected to happen. We will do our best to stay on schedule and you can always contact Dayton to find out when we expect to service your property.

## **Damages**

Unless it is determined by the Contractor that damages were caused by the carelessness or negligence of its employees, the Contractor will not accept responsibility for damages, including any of the following:

- Any damages resulting from the presence of objects left in the areas that are to be serviced or accessed by the Contractor or its employees.  
*i.e. toys, hoses, tools, dog leash, rocks (in lawn propelled by equipment), etc.*
- Exposed or buried wires or cables, underground electric dog fences, or lights in lawn areas
- Sprinkler heads, pipes, & boxes  
Sprinkler equipment that is installed and operating correctly should never be damaged by lawn maintenance equipment. The lawn maintenance crew is not responsible for sprinkler equipment failure &/or inadequate installation (*i.e. pop up sprinkler heads that don't retract after watering is an example of equipment failure, sprinkler heads that are not installed deep enough or installed too close to pavement are a result of inadequate installation*).
- The Contractor will not be held liable for any irrigation breaks, stuck/leaking valves or backflows, over watering, or malfunctions that cause damages, including to the interior or exterior buildings & structures

## **Other**

- Access - Please have gates unlocked and access ways cleared on your scheduled service day. In the event that we show up and are unable to access the areas to be serviced, a full service charge will still be applied to your bill.
- Safety - Please keep all persons & pets indoors while we are working in your yard
- Irrigation - It is the responsibility of the Customer to inform the Contractor of any sprinkler issues they would like addressed. Unless it is included in the service agreement, the Contractor is not responsible to monitor your irrigation system or monitor the health of your plants. The Contractor is not liable for freeze breaks in the irrigation system.

## **Service Agreement**

Authorization is herein granted by the undersigned Customer for maintenance services rendered to the property listed in this agreement. It is understood that payment for services rendered are due by the 15th of each month with the first payment being due on April 15. In the event of payment not tendered within the agreed timeline, the Customer may be charged a fee of \$30.00 per month plus interest at the rate of 18 percent per annum on any amounts due to the Contractor. The Customer agrees to pay any attorney fees and collection costs incurred by the Contractor in the event of non-payment for services rendered. The Contractor reserves the right to pause or discontinue service on any delinquent accounts. Once an account is paid in full and service is restored, additional charges may be applied if additional time or debris haul is required to get the property back to its previous condition. Any cancellation of services by the Customer must be submitted in writing 30 days prior to cancellation date. In the event that services are cancelled by either party before a project is completed or before the contract period has ended, any non-hourly services provided by the Contractor are to be billed at the hourly labor rates listed plus any charges for materials used and debris hauled off.

This contract shall be valid for all services performed between  
**March 15, 2023 and November 15, 2023**



Proposal #4097

## Landscape Maintenance Agreement 2023 \*Per Service\*

**Date** 10/12/2022

**Customer** Alysha Hathaway | Summit Academy | 1225 East 13200 South | Draper, UT 84020

**Property** Summit Academy-Bluffdale Campus | 1940 West 14400 South | Bluffdale, UT 84065

**Services Billed Upon Completion**

Description	Frequency	Cost per Occ.	Annual Cost
<b>Weekly Maintenance</b>			
Mowing Services	28	\$919.49	\$25,745.72
<b>Fertilization &amp; Weed Control</b>			
Spring Fertilizer 2app	1	\$3,013.50	\$3,013.50
Mid Summer Fertilizer 2app	1	\$1,802.50	\$1,802.50
Turf Application Broadleaf Only	4	\$1,055.97	\$4,223.88
<b>Spring Clean Up</b>			
Aeration	1	\$930.38	\$930.38
Spring Clean up	1	\$737.10	\$737.10
<b>Trimming</b>			
Shrub Trimming	3	\$294.84	\$884.52
<b>Fall Clean Up</b>			
Fall Cleanup	1	\$1,179.37	\$1,179.37
<b>Total Price</b>			<b>\$38,516.97</b>

**Optional Services**

Initial next to optional services you would like added to your contract.	Frequency	Cost per Occ.	Annual Cost
Irrigation Repair	1	\$60.00	\$60.00
Irrigation System Start Up	1	\$60.00	\$60.00
Irrigation System Winterization	1	\$95.00	\$95.00

By \_\_\_\_\_  
**Adrian Bacikalo**  
 Date 10/12/2022  
 \_\_\_\_\_  
**Lawn Butler Holdings, LLC.**

By \_\_\_\_\_  
 \_\_\_\_\_  
 Date \_\_\_\_\_  
 \_\_\_\_\_  
**Summit Academy-Bluffdale  
 Campus**

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## Services

### Mowing Services

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

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

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

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

\*\*\*If Weeding Service is selected

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

### Spring Fertilizer 2app

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

### Mid Summer Fertilizer 2app

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

### Turf Application Broadleaf Only

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

### Aeration

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

### Spring Clean up

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

### Shrub Trimming

Basic shrub trimming of portions of new growth up to 6' and dead branches performed 2 times a season. Trimmings will be cleared from site.

### Fall Cleanup

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

## Optional Services

### Irrigation Repair

### Irrigation System Start Up

### **Irrigation System Winterization**

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## Terms & Conditions

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

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

3. Insurance. Contractor will maintain general liability, automotive and workers compensation coverage as required by the governing laws of the states in which Services are being performed. Contractor will provide evidence of such coverage to Customer upon request.
4. Term and Fees Adjustment. (a) *Term*. This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of one (1) year or other term as set forth in the applicable SOW ("Initial Term"). Thereafter, this Agreement will automatically renew for successive one-year terms ("Renewal Term") unless and until terminated in accordance with this Agreement, or unless either party provides written notice of its intention not to renew the Agreement at least ninety (90) days prior to the expiration of the then-current term. The Initial Term and each applicable Renewal Term will constitute the "Term" of this Agreement. Customer shall continue to be responsible for payment to Contractor for the Services through the end of the Term. (b) *Fees Adjustments*. Fees shall remain fixed for the Initial Term. Unless otherwise agreed to by the parties, for each Renewal Term, Fees shall be increased in accordance with the Consumer Price Index (CPI) increase calculated as follows: the base month for price adjustments will be the most recent month for which the CPI is published, as of the date of the renewal based on the Consumer Price Index (CPI) – Non seasonally adjusted – all urban consumers – all items – for the Chicago-Naperville-Elgin region, as it appears in the periodical Producer Price Indices published by the U.S. Department of Labor, Bureau of Labor Statistics.
- 5.
6. Termination. (a) *Termination for Cause*. Either party may terminate this Agreement: (i) if the other party materially breaches the Agreement and, where the breach is remediable, does not remedy the breach within 30 days of the non-breaching party's written notice describing the breach; (ii) immediately upon written notice, if the other party becomes insolvent, enters into compulsory or voluntary bankruptcy proceeding, liquidation, dissolution, or ceases for any reason to carry on business, or takes or suffers any similar action which in the other party reasonably believes means that it might become unable to pay its debts generally as they become due. Failure to make any payment when due shall constitute a material breach; upon Customer's failure to make payment under this Agreement, Contractor may, in its sole discretion, take any or all actions set forth in Section 2(d). (b) *Effect of Termination*. If the Agreement is terminated for any reason other than Contractor's material breach, Customer shall pay Contractor any unpaid Fees in accordance with the applicable SOW. All Fees shall be due and payable within thirty (30) days after the effective date of termination of the applicable SOW.
7. Contractor's Responsibilities. All work shall be completed in workmanlike manner in accordance with standard landscape maintenance practices.
8. Customer's Responsibilities. Customer will permit adequate access to the Premises as required to perform the Services in a timely, safe and efficient manner. Customer will provide access to water and electricity as required to perform the Services.
9. Representations, Warranties, and Disclaimers. (a) Contractor represents and warrants that it has all right, title and authority necessary to perform the Services and carry out its responsibilities under this Agreement and each SOW, as applicable. Customer represents and warrants that it has all right, title and authority (including, but not limited to permits and consents) necessary to engage Contractor to perform Services at the Premises, and that the Services set forth in the applicable SOW are permitted by all

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

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

11. General.

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

(b) *Independent Contractor*. Contractor shall perform Services as an independent contractor

and not as an employee of the Customer.

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

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

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

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

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

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

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

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

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

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

Customer agrees to all other terms and agreements at [www.lawnbutler.net/terms-and-conditions](http://www.lawnbutler.net/terms-and-conditions).





**PROSECUTIVE  
LANDSCAPING**

1042 East Fort Union Blvd #412  
Midvale, Utah, 84047



**PROPOSAL/ CONTRACT**

DATE	QUOTE #	CUST #
11/7/2022	0000012988	0001008

**Our Contact Information:**

Phone 801-293-9273 Fax 801-904-3762  
customerservice@prosecutive.com  
Mickey Hall 801-293-9273  
Maintenance@prosecutive.com

**Project Location:**

Summit High School  
14942 South 560 West  
Bluffdale UT 84065

**Proposal For:**

Summit High School  
14942 South 560 West  
Bluffdale UT 84065

DESCRIPTION	PRICE EACH
<b>SECTION II. SERVICES WE RECOMMEND</b>	
We also offer the following services. If any of these are of interest to you, please let us know.	
Initial diagnosis and treatment for trees and shrubs. In the event that your property is in need of an Initial seasonal spraying for pest and/or disease on the site trees. The rate for this service can be integrate with your monthly maintenance program. Please contact our office for additional information and pricing.	
-----	
Tree and Shrub Care Integrated Pest Management Services Integrated Pest Management (IPM), after the initial treatment for pest and/or disease is performed on the trees, we will make up to 4 visits to continue to spray as needed for previous problems as well as add the necessary fertilizers to the soils to help capture the best opportunities for the trees performance and survival. The rate for this service can be integrate with your monthly maintenance program. Please contact our office for additional information and pricing.	
=====	
Billing Rates for Services that may be request outside of the scope of services provided in the Landscape Maintenance Program.	
LABOR RATES Hourly Rate for Project Manager \$ 90.00 / per man hour Hourly Rate for Crew Leader \$ 75.00/ per man hour Hourly Rate for Labor Tech II \$ 65.00/ per man hour Hourly Rate for Labor Tech I \$ 65.00/ per man hour	
ADDITIONAL GARDEN SERVICES Gardening and general labor services provided hourly (does not include equipment) \$ 65.00 Per man hour Dump Fee's - \$36.00 per ton plus truck and driver	
=====	
EQUIPMENT RATES Skid Loader usage in hrs w/o operator (day rate) does not include mobilization. 435.00 Mini Excavator w/o operator. (day rate) does not include mobilization. 495.00 Equipment attachments and delivery is not included in day rates. Wire Tracer (day rate) 75.00	
TRUCKING Hourly rate for 10 wheel dump truck. \$105.00/hr loading or hauling Hourly rate for 1 Ton dump truck. \$85.00/hr loading or hauling	

Please Initial next to the services or program selected. If you have any questions or need additional information please call.



**PROSECUTIVE  
LANDSCAPING**

1042 East Fort Union Blvd #412  
Midvale, Utah, 84047



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DESCRIPTION	PRICE EACH
<p>Multi-Year Contract Option will expire December 1, 2026: (Initial to accept _____)</p> <ol style="list-style-type: none"> <li>1) This option will provide consecutive years of service from the date of contract acceptance.</li> <li>2) Program pricing may have a maximum of a 5% price increase at each anniversary date. Summit will be notified of any pricing changes a minimum of 30 days prior to the anniversary date of the contract.</li> <li>3) Service level changes that occur during contract term will be mutually agreed to and may change contract pricing.</li> <li>4) If the contract is terminated during the installment term the final billing will be prorated for services rendered and payment must be received within 30 days of final billing.</li> </ol> <p>THANK YOU FOR INVITING US TO BID ON YOUR PROJECTS. WE APPRECIATE YOUR PATRONAGE AND LOOK FORWARD TO WORKING WITH YOU.</p> <hr/> <p>Miscellaneous Provisions:</p> <ol style="list-style-type: none"> <li>a) Buyer is owner or has written authorization from owner to authorize the services or products listed above. This Contract (for seasonal maintenance) will automatically renew annually from initial acceptance.</li> <li>b) Above is the entire agreement of the parties. Changes or additions to this Contract shall be made in writing and signed by both parties.</li> <li>c) This contract shall be binding on heirs, successors or assigns of the parties hereto.</li> <li>d) Contractor is not responsible for damage caused from snow removal services or ice control applications or chemicals.</li> <li>e) Cost for permits, licenses, bonds and taxes are not included in this contract unless specified.</li> <li>f) Either party may cancel this contract with a 30 day written notice and payment in full on final day of work. Services prorated in monthly installments will be invoiced in full upon cancellation of contract.</li> </ol>	

*Please Initial next to the services or program selected. If you have any questions or need additional information please call.*



**PROSECUTIVE  
LANDSCAPING**

1042 East Fort Union Blvd #412  
Midvale, Utah, 84047



**PROPOSAL/ CONTRACT**

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11/7/2022	0000012988	0001008

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 Phone 801-293-9273 Fax 801-904-3762  
 customerservice@prosecutive.com  
 Mickey Hall 801-293-9273  
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**Proposal For:**

**Summit High School  
14942 South 560 West  
Bluffdale UT 84065**

**Project Location:**  
 Summit High School  
 14942 South 560 West  
 Bluffdale UT 84065

DESCRIPTION	PRICE EACH
<p>Terms of Payment:                      Buyer shall pay contractor in full upon completion of services rendered. For your convenience we accept Cash, Check, Visa, MasterCard, Discover and American Express. Contractor shall be entitled to all of its cost including attorney's fees and lien fees, in connection with the enforcement of this contract. In addition contractor is entitled to interest on all past due amounts at a rate of 1.5% per month from due date to date payment is received whether before or after judgement.</p> <hr/> <p>Acceptance: _____ Contractor: Prosecutive Enterprise, Inc.                      Buyer Acceptance: _____ dba Prosecutive Landscaping LLC</p> <hr/> <p>Date _____ Darren C Poulsen, President                      License #95-289953-550</p>	

Prepared By Dayton Roth  
 Mobile (801) 953-9001  
 Date November 3, 2022  
 Email dayton@rothlandscape.com



PO BOX 640  
 Draper, UT 84020  
 Office: (801) 571-8088  
 www.rothlandscape.com

<b>Property</b>	<b>Contact</b>	Alysha Hathaway	<b>Billing Address</b>
High School - Summit Academy	<b>Company</b>	Summit Academy	ahathaway@2summit.org
14942 S 560 W	<b>Phone</b>	(801) 572-9007	
Bluffdale UT 84020	<b>Email</b>	ahathaway@2summit.org	

**Landscape Maintenance Contract March 15, 2023 - November 15, 2023**

**Included Services**

- Lawn Mowing** Mow, trim, & edge all lawn areas. Walkways, driveways, & patios to be cleared of grass clippings  
 Serviced April 15 - October 31. No service on national holidays, or on days in which the weather is non-permitting
- Spring Clean Up** Prune plants & shrubs as needed, clean up green waste debris from planting beds & lawn areas  
 To be serviced once in March or April. Haul of green waste debris included. Tree trimming not included
- Shrub Maintenance** Prune back shrubs twice during summer months, haul away of clippings  
 To be serviced twice during the summer months (June-September). Tree trimming not included
- Fall Clean Up** Prune plants & shrubs, cut back perennials & grasses, remove annuals & green waste from planting bed areas  
 To be serviced once in October or November. Haul of green waste debris included. Tree trimming not included
- Leaf Clean Up** Clean up and haul away leaves and green waste debris  
 Serviced once in November. Additional clean up requested after Nov. 15 to be charged at General Labor hourly rate + haul
- Weed Control** Herbicide application & removal of weeds in planting bed areas. *To be serviced bi-weekly April-October*

Annual cost for Included Services: \$37,960.00 To be divided into 8 monthly Installments of: **\$4,745.00**

**Additional Services Rendered Upon Request**

<b>Aeration</b> Core aeration of lawn areas. Price per service (1 aeration recommended per year)	<u>\$1,580.00</u>
<b>Lawn Fertilization</b> Price per application (3-4 recommended). Spring application includes pre-emergent herbicide	<u>\$2,495.00</u>
<b>Slit Seeding</b> Seeding the sports field. Price per service	<u>\$1,850.00</u>
<b>Sprinkler Start Up</b> Start up & inspect system, program water durations & repair breaks. <u>\$80.00 per technician hour</u>	<u>\$80.00</u>
<b>Sprinkler Winterize</b> Shut down & blow out irrigation lines with air compressor. \$145.00 per technician hour	<u>\$145.00</u>
<b>Sprinkler Repairs</b> Price per-technician per-hour. \$80.00 minimum per service. Parts & materials charged separately	<u>\$80.00</u>
<b>General Labor</b> Price per-man per-hour for any work performed that is <b>out-of-scope</b> of the Included Services above	<u>\$50.00</u>
<b>Green Waste Haul</b> Price per cubic yard of green waste hauled (grass & plant clippings) for any <b>out-of-scope</b> work	<u>\$45.00</u>

\* By signing this contract you agree to the Included Services and Additional Services pricing listed above and the Service Agreement Terms on pages 2 & 3

\_\_\_\_\_  
 Property Owner/Manager (Printed)

\_\_\_\_\_  
 Property Owner/Manager (Signature)

\_\_\_\_\_  
 Date

**Please sign & return this agreement to the mailing address above or email to dayton@rothlandscape.com**



## 2023 Landscape Maintenance Service Agreement

### Terms and Conditions

These Terms and Conditions apply to all work performed and materials supplied by Roth Landscape Services and its Affiliates ("Contractor") provided to you ("Customer") and shall govern unless expressly modified or excluded in writing by both parties. Any modifications to this agreement or the services contained herein must be emailed to [dayton@rothlandscape.com](mailto:dayton@rothlandscape.com) no less than 72 hours before such work is to begin.

The Contractor shall furnish all labor, tools, equipment, and supplies necessary to perform the work outlined within this agreement.

### Out of Scope & Hourly Work

Out of Scope Work pertains to any services performed, materials provided, or debris hauled away that the Customer has not signed up for or is not included within this agreement.

All hourly & out of scope work that is requested by the Customer or its residents and performed by the Contractor shall be billed at the hourly rates listed within this agreement and is to include any additional charges for trucking, delivery, materials used, equipment used, and/or debris hauled away.

It is the responsibility of the Customer to be aware of the hourly rates and additional charges that are to be applied before requesting any hourly or out of scope work from the Contractor or its employees. Service rates and information can always be obtained by emailing, texting, or calling Dayton. [dayton@rothlandscape.com](mailto:dayton@rothlandscape.com) - (801) 953-9001 (*call/text*)

### Mowing

We ask that you do not water your lawn the night before or the day of your scheduled mow day. Wet grass will mow unevenly, can cause ruts, will leave a mess, & may not be bagged.

Any excess debris in lawn areas that need to be cleaned up before we can mow will be billed for at the hourly rates listed + haul (*i.e. branches, leaves, plant trimmings, clutter, etc.*).

### Weather Delays

Weather delays, especially in the spring expected to happen. We will do our best to stay on schedule and you can always contact Dayton to find out when we expect to service your property.

## **Damages**

Unless it is determined by the Contractor that damages were caused by the carelessness or negligence of its employees, the Contractor will not accept responsibility for damages, including any of the following:

- Any damages resulting from the presence of objects left in the areas that are to be serviced or accessed by the Contractor or its employees.  
*i.e. toys, hoses, tools, dog leash, rocks (in lawn propelled by equipment), etc.*
- Exposed or buried wires or cables, underground electric dog fences, or lights in lawn areas
- Sprinkler heads, pipes, & boxes  
Sprinkler equipment that is installed and operating correctly should never be damaged by lawn maintenance equipment. The lawn maintenance crew is not responsible for sprinkler equipment failure &/or inadequate installation (*i.e. pop up sprinkler heads that don't retract after watering is an example of equipment failure, sprinkler heads that are not installed deep enough or installed too close to pavement are a result of inadequate installation*).
- The Contractor will not be held liable for any irrigation breaks, stuck/leaking valves or backflows, over watering, or malfunctions that cause damages, including to the interior or exterior buildings & structures

## **Other**

- Access - Please have gates unlocked and access ways cleared on your scheduled service day. In the event that we show up and are unable to access the areas to be serviced, a full service charge will still be applied to your bill.
- Safety - Please keep all persons & pets indoors while we are working in your yard
- Irrigation - It is the responsibility of the Customer to inform the Contractor of any sprinkler issues they would like addressed. Unless it is included in the service agreement, the Contractor is not responsible to monitor your irrigation system or monitor the health of your plants. The Contractor is not liable for freeze breaks in the irrigation system.

## **Service Agreement**

Authorization is herein granted by the undersigned Customer for maintenance services rendered to the property listed in this agreement. It is understood that payment for services rendered are due by the 15th of each month with the first payment being due on April 15. In the event of payment not tendered within the agreed timeline, the Customer may be charged a fee of \$30.00 per month plus interest at the rate of 18 percent per annum on any amounts due to the Contractor. The Customer agrees to pay any attorney fees and collection costs incurred by the Contractor in the event of non-payment for services rendered. The Contractor reserves the right to pause or discontinue service on any delinquent accounts. Once an account is paid in full and service is restored, additional charges may be applied if additional time or debris haul is required to get the property back to its previous condition. Any cancellation of services by the Customer must be submitted in writing 30 days prior to cancellation date. In the event that services are cancelled by either party before a project is completed or before the contract period has ended, any non-hourly services provided by the Contractor are to be billed at the hourly labor rates listed plus any charges for materials used and debris hauled off.

This contract shall be valid for all services performed between  
**March 15, 2023 and November 15, 2023**



Proposal #4099

## Landscape Maintenance Agreement 2023 \*Per Service\*

**Date** 10/12/2022

**Customer** Alysha Hathaway | Summit Academy | 1225 East 13200 South | Draper, UT 84020

**Property** Summit Academy-SAHS Campus | 14942 South 560 West | Bluffdale, UT 874065

**Services Billed Upon Completion**

Description	Frequency	Cost per Occ.	Annual Cost
<b>Weekly Maintenance</b>			
Mowing Services	28	\$1,056.14	\$29,571.92
<b>Fertilization &amp; Weed Control</b>			
Spring Fertilizer 2app	1	\$3,084.34	\$3,084.34
Mid Summer Fertilizer 2app	1	\$1,858.12	\$1,858.12
Turf Application Broadleaf Only	4	\$1,103.25	\$4,413.00
<b>Spring Clean Up</b>			
Aeration	1	\$1,045.21	\$1,045.21
Spring Clean up	1	\$884.52	\$884.52
<b>Trimming</b>			
Shrub Trimming	3	\$442.26	\$1,326.78
<b>Fall Clean Up</b>			
Fall Cleanup	1	\$1,474.21	\$1,474.21
<b>Total Price</b>			<b>\$43,658.10</b>

**Optional Services**

Initial next to optional services you would like added to your contract.	Frequency	Cost per Occ.	Annual Cost
Irrigation Repair	1	\$60.00	\$60.00
Irrigation System Start Up	1	\$60.00	\$60.00
Irrigation System Winterization	1	\$95.00	\$95.00

By \_\_\_\_\_  
**Adrian Bacikalo**  
 Date 10/12/2022  
**Lawn Butler Holdings, LLC.**

By \_\_\_\_\_  
 Date \_\_\_\_\_  
**Summit Academy-SAHS Campus**

## Services

### Mowing Services

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

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

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

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

\*\*\*If Weeding Service is selected

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

### Spring Fertilizer 2app

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

### Mid Summer Fertilizer 2app

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

### Turf Application Broadleaf Only

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

### Aeration

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

### Spring Clean up

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

### Shrub Trimming

Basic shrub trimming of portions of new growth up to 6' and dead branches performed 2 times a season. Trimmings will be cleared from site.

### Fall Cleanup

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

## Optional Services

### Irrigation Repair

### Irrigation System Start Up

## **Irrigation System Winterization**

## Terms & Conditions

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

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

3. Insurance. Contractor will maintain general liability, automotive and workers compensation coverage as required by the governing laws of the states in which Services are being performed. Contractor will provide evidence of such coverage to Customer upon request.
4. Term and Fees Adjustment. (a) *Term*. This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of one (1) year or other term as set forth in the applicable SOW ("Initial Term"). Thereafter, this Agreement will automatically renew for successive one-year terms ("Renewal Term") unless and until terminated in accordance with this Agreement, or unless either party provides written notice of its intention not to renew the Agreement at least ninety (90) days prior to the expiration of the then-current term. The Initial Term and each applicable Renewal Term will constitute the "Term" of this Agreement. Customer shall continue to be responsible for payment to Contractor for the Services through the end of the Term. (b) *Fees Adjustments*. Fees shall remain fixed for the Initial Term. Unless otherwise agreed to by the parties, for each Renewal Term, Fees shall be increased in accordance with the Consumer Price Index (CPI) increase calculated as follows: the base month for price adjustments will be the most recent month for which the CPI is published, as of the date of the renewal based on the Consumer Price Index (CPI) – Non seasonally adjusted – all urban consumers – all items – for the Chicago-Naperville-Elgin region, as it appears in the periodical Producer Price Indices published by the U.S. Department of Labor, Bureau of Labor Statistics.
- 5.
6. Termination. (a) *Termination for Cause*. Either party may terminate this Agreement: (i) if the other party materially breaches the Agreement and, where the breach is remediable, does not remedy the breach within 30 days of the non-breaching party's written notice describing the breach; (ii) immediately upon written notice, if the other party becomes insolvent, enters into compulsory or voluntary bankruptcy proceeding, liquidation, dissolution, or ceases for any reason to carry on business, or takes or suffers any similar action which in the other party reasonably believes means that it might become unable to pay its debts generally as they become due. Failure to make any payment when due shall constitute a material breach; upon Customer's failure to make payment under this Agreement, Contractor may, in its sole discretion, take any or all actions set forth in Section 2(d). (b) *Effect of Termination*. If the Agreement is terminated for any reason other than Contractor's material breach, Customer shall pay Contractor any unpaid Fees in accordance with the applicable SOW. All Fees shall be due and payable within thirty (30) days after the effective date of termination of the applicable SOW.
7. Contractor's Responsibilities. All work shall be completed in workmanlike manner in accordance with standard landscape maintenance practices.
8. Customer's Responsibilities. Customer will permit adequate access to the Premises as required to perform the Services in a timely, safe and efficient manner. Customer will provide access to water and electricity as required to perform the Services.
9. Representations, Warranties, and Disclaimers. (a) Contractor represents and warrants that it has all right, title and authority necessary to perform the Services and carry out its responsibilities under this Agreement and each SOW, as applicable. Customer represents and warrants that it has all right, title and authority (including, but not limited to permits and consents) necessary to engage Contractor to perform Services at the Premises, and that the Services set forth in the applicable SOW are permitted by all

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

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

11. General.

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

(b) *Independent Contractor.* Contractor shall perform Services as an independent contractor

and not as an employee of the Customer.

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

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

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

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

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

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

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

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

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

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

Customer agrees to all other terms and agreements at [www.lawnbutler.net/terms-and-conditions](http://www.lawnbutler.net/terms-and-conditions).

Prepared By: Dayton Roth  
Mobile: (801) 953-9001  
Date: October 27, 2022  
Email: dayton@rothlandscape.com



PO BOX 640  
Draper, UT 84020  
Office: (801) 571-8088  
www.rothlandscape.com

<b>Property</b> Summit Academy Independence 15327 S Noell Nelson Dr Bluffdale UT 84065	<b>Contact</b> <b>Company</b> <b>Phone</b> <b>Email</b>	Alysha Hathaway Summit Academy (801) 572-9007 ahathaway@2summit.org	<b>Billing Address</b> ahathaway@2summit.org
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<b>Rate</b>	<b>Unit</b>	<b>2022 - 2023 Snow Removal Contract</b>	
<u>\$195.00</u>	LSUM	2"- 3" Complete Plow	Fixed price per snow plowing when snow depth is 2"- 3.9"
<u>\$292.50</u>	LSUM	4"- 6" Complete Plow	Fixed price per snow plowing when snow depth is 4"- 6.9"
<u>\$390.00</u>	LSUM	7"- 12" Complete Plow	Fixed price per snow plowing when snow depth is 7"- 12"

\$290.00 Per Ton **Truck Salting** Price per ton of salt applied  
Salt application to roadways & parking areas

Varies Per Hour **Walkway Snow Removal & Ice Abatement** Price per labor hour -(1) person for (1) hour  
Equipment To Be Used At Discretion of Contractor per Efficiency  
Hourly Walkway Clearing Including (1) Operator  
\$58.00 per hour Manual shoveling, ice melt application (If Ice Melt Is Requested)  
\$67.00 per hour Walk behind snow blower or sweeper  
\$85.00 per hour ATV with plow

\$25.00 Per Bag **Walkway Ice Melt** Price per 50 lb. bag of Ice Melt product  
\$25.00/bag is for product only, labor for application is charged separately at \$55.00

### Holiday Pricing

\* All services performed on local and/or national holidays are subject to one and one-half times (1.5X) the normal snow removal rates listed above \*

**Do you want snow removal services provided on holidays?**  
Service to be billed 1.5X the normal service rates listed above

**Please list any special considerations for this property:**

Property Owner/Manager (Printed)

Property Owner/Manager (Signature)

Date



## 2022 - 2023 Snow Removal Terms and Conditions

This agreement is made between **Roth Landscape Services LLC** (referred herein as "Contractor") and **Summit Academy** (referred to herein as "Customer") for the snow and ice management services the customer has requested and agrees to pay for per the contract attached. In consideration of the mutual commitments contained herein, Contractor agrees to perform the following work.

**Scope of Work:** Contractor agrees to provide Snow and Ice Management Services for the property listed in the attached contract. Contractor is to monitor the weather and automatically dispatch crews to provide the requested services within a reasonable timeframe of snow accumulating on the property.

**Holiday Service:** An additional 50% will be charged for all services performed on National or local holidays. **Customer is responsible to opt in or opt out of holiday services.**

### Regular Service Descriptions

- 1. Complete Plow:** Contractor will plow the snow on driving and parking surfaces if the parking lot is empty; otherwise, Contractor will plow driving lanes in areas where accessible. Snow will be piled in locations on the property at Contractor's discretion unless prior instructions have been made by the Customer. Customer is responsible for removing all items that could potentially hinder proper snow removal. Contractor is to record the snow depth for each complete plow and charge the Customer accordingly.
- 2. Truck Salting:** Contractor will apply Salt to driving and parking surfaces after plowing is completed. Additional Salting may be necessary in a thaw/freeze cycle.
- 3. Walkway Snow Removal:** Contractor will remove snow and ice from walkways, stairs, & ramps using equipment deemed most efficient by Contractor. Combinations of equipment use and manual shoveling may be necessary. Contractor is to document all man-hours and equipment-hours and charge the Customer accordingly.
- 4. Walkway Ice Melt Application:** Contractor will apply Ice Melt to walkways, stairs, & ramps after the snow has been removed. Additional Ice Melt applications may be necessary in a thaw/freeze cycle.  
Pre-Storm Salt and/or Ice Melt Application: If requested by the Customer, Contractor will apply Salt and/or Ice Melt before predicted snowfall.

## General Provisions

1. Customer understands that snow and ice are naturally occurring events which have the potential to create slippery conditions. The services that the Contractor provides can help manage these slippery conditions, but cannot completely eliminate them. Customer understands that plowing (and/or salting) of particular location may not clear the area to "bare pavement" and that slippery conditions may continue to prevail even after plowing (and/or application of salt). Customer also understands that snow can melt and re-freeze creating slippery conditions even after services have been provided. Customer maintains responsibility for monitoring and inspecting the Property and for taking the necessary steps to remedy any slippery conditions that prevail after the Contractor performs the services specified in this Agreement. Contractor assumes no liability for damages that may be incurred by or that may result from any form of ice buildup, water run off, items buried by snow, etc.
2. Customer is responsible to monitor snow piles and remedy slippery conditions which may result from the naturally occurring "thaw-freeze" cycle. Contractor will return to patrol property and apply additional Salt and/or Ice Melt to address slippery or icy conditions, patrol charges for such services apply.
3. Contractor is not liable for damages and/or wear and tear caused by snowplows to speed bumps, curbs, grates, and any other item that is buried under the snow. Furthermore, Contractor is not liable for damage caused by weight or position of snow piles, or damage to landscaping from such piles.
4. Customer agrees to allow Contractor to decide if and when snowplowing is warranted for "Regular Services" based upon snow accumulations at Customer's particular location. If Customer refuses services, Contractor assumes no responsibility and/or liability.
5. Customer understands that snow accumulations may vary throughout the Utah area, and that accumulations in one section of Utah are not necessarily indicative of the accumulations at the Customer's location. Customer also understands that drifting snow may make plowing of their location necessary, regardless of the total snowfall at the location. Contractor shall use its discretion when clearing snow with a depth of less than 2".
6. If Customer elects to use Salt or Ice Melt on driveways or sidewalks, Customer releases Contractor from any obligation for damage to landscaping, plants, and/or hard surface areas.
7. Customer understands, and agrees that the Contractor reserves the right to stop working when severe conditions exist.

## Payment

1. Payment from Customer is due within 15 days of Contractor having sent an invoice via email or postal mail, unless different arrangements were made at the time of contract signing. All past-due invoices will accrue interest at a rate of 12% per annum in addition to a late fee of \$35.00.
2. Accounts that are past due will not be plowed until the account is brought up-to-date. While account is past due, the Contractor assumes no responsibility and/or liability.
3. Customer understands and accepts the fact that the delays in payments made to **Roth Landscape Services LLC** may result in appropriate legal action, including without limitations: lawyers' fees, cost and expenses of suit or bringing suit; may be passed on to the Customer and Customer accepts this condition. Contract shall be binding inure to the parties and their heirs, executors, administrators, and assign.

## Miscellaneous Provisions

1. **Limitations of Remedies.** Customer's sole and exclusive remedy for any claim against Contractor with respect to the quality of service provided under this Agreement will be the correction by Contractor of any material defects or deficiencies therein, of which Customer notifies Contractor in writing within 24 hours. In the absence of any such notice, the services will be deemed satisfactory and accepted by Customer.
2. **Limitations of Liability.** In no event will Contractor be liable for any loss of profit or revenue by Customer, or any other consequential, indirect or economic damages incurred or suffered by Customer arising as a result of or related to the services under this Agreement, whether in contract, tort, or otherwise, even if Contractor has been advised of the possibility of such loss or damages. Customer further agrees that the total liability of Contractor for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of Contractor, whether in contract, tort, or otherwise, will not exceed an amount equal to the amount actually paid by Customer to Contractor during the twelve (12) month period preceding the date the claim arises.
3. **Indemnification.** To the fullest extent permissible by law, Customer agrees to defend and pay on behalf of, indemnify, and hold harmless Contractor, its officials, employees, and volunteers and others working in behalf of Contractor against any and all claims (including claims of negligence by contractor), demands, judgments, suits or loss, including all costs associated therewith, and for any damages asserted, claimed or recovered against or from.

**By Signing below the Customer and Contractor agree to uphold and enforce the entirety of this snow removal contract for the 2022-2023 snow season.**

**I have read and accept conditions above**

Customer \_\_\_\_\_ Date \_\_\_\_\_

Contractor Dayton Roth Date 10/27/22



**Proposal #4129**

**Date: 10/12/2022**

**Customer:**  
Alysha Hathaway  
Summit Academy  
1225 East 13200 South  
Draper, UT 84020

**Property:**  
Summit Academy-Independence  
Campus  
15327 South Noell Nelson Drive  
Bluffdale, UT 84065

**Winter Services 2022-23 (Per Push)**

This Snow & Ice Management Services Agreement is made and entered into on [October 12, 2022 (the "Effective Date") by and between: Lawn Butler Holdings, LLC with the primary address at 86 South, 1250 West, Centerville, UT, 84014 ("Contractor"), and Summit Academy-Independence Campus located at 15327 South Noell Nelson Drive Utah 84065 ("Customer").

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

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

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

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

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

Term and Fees Adjustment. (a) Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of one (1) year or other term as set forth in the applicable SOW ("Initial Term"). Thereafter, this Agreement will automatically renew for successive one-year terms ("Renewal Term") unless and until terminated in accordance with this Agreement, or unless either party provides written notice of its intention not to renew the Agreement at least ninety (90) days prior to the expiration of the then-current term. The Initial Term and each applicable Renewal Term will constitute the "Term" of this Agreement. Customer shall continue to be responsible for payment to Contractor for the Services through the end of the Term. (b) Fees Adjustments. Fees shall remain fixed for the Initial Term. Unless otherwise agreed to by the parties, for each Renewal Term, Fees shall be increased in accordance with the Consumer Price Index (CPI) increase calculated as follows: the base month for price adjustments will be the most recent month for which the CPI is published, as of the date of the renewal, based on the Consumer Price Index (CPI) – Non seasonally adjusted – all urban consumers – all items – for the Chicago-Naperville-Elgin region, as it appears in the periodical Producer Price Indices published by the U.S. Department of Labor, Bureau of Labor Statistics.

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

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

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

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

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

## General.

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

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

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

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

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

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

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

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

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

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

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

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

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

### Snow Removal Services

#### Parking Per Push

Items	Quantity	Unit	Price/Unit	Price
Truck Service (Push)	1.00	Ea	\$360.00	\$360.00
Salt (Per Lb)	1.00	Lb	\$0.27	\$0.27
Site Check/No Service	1.00	Ea	\$0.00	\$0.00

2"-3"  
2,000-4,000

Parking Per Push : \$0.00

**Sidewalk Service Per Hr**

Items	Quantity	Unit	Price/Unit	Price
Shovel Per Hr (Snow)	1.00	Hr	\$47.00	\$47.00
ATV Per Hr (Snow)	1.00	Hr	\$76.00	\$76.00
Snowrator Per Hr (Snow)	1.00	Ea	\$148.00	\$148.00
Ice Melt (Per Lb)	1.00	Lb	\$0.40	\$0.40
Site Check/No Service	1.00	Ea	\$0.00	\$0.00

**Sidewalk Service Per Hr: \$0.00**

**PROJECT TOTAL: \$0.00**

**Optional Services**

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

<input type="checkbox"/> Mapping and Staking (Per Hr)	\$104.00
<input type="checkbox"/> Warranty 5% on invoice total	\$0.00
<input type="checkbox"/> Service Level	\$0.00

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**Terms & Conditions**

**PER SERVICE**

**Snow Removal Parking Lot- Per Push**

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

**Snow Removal Sidewalks- Per Push**

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

**Shovel Service**

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

**ATV Service**

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

**AS NEEDED SERVICES**

**Salt**

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

**Ice Melt**

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

**Snow Hauling**

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

**Mapping and Staking**

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

**Warranty**

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

By \_\_\_\_\_  
**Adrian Bacikalo**  
Date 10/12/2022  
**Lawn Butler Holdings, LLC.**

By \_\_\_\_\_  
Date \_\_\_\_\_  
**Summit Academy-Independence  
Campus**

Prepared By: Dayton Roth  
Mobile: (801) 953-9001  
Date: October 27, 2022  
Email: dayton@rothlandscape.com



PO BOX 640  
Draper, UT 84020  
Office: (801) 571-8088  
www.rothlandscape.com

**Property**  
Summit Academy Bluffdale  
1940 W 14400 S  
Bluffdale UT 84065

**Contact** Alysha Hathaway  
**Company** Summit Academy  
**Phone** (801) 572-9007  
**Email** ahathaway@2summit.org

**Billing Address**  
ahathaway@2summit.org

**2022 - 2023 Snow Removal Contract**

Rate	Unit		
\$225.00	LSUM	2"- 3"	Complete Plow Fixed price per snow plowing when snow depth is 2"- 3.9"
\$337.50	LSUM	4"- 6"	Complete Plow Fixed price per snow plowing when snow depth is 4"- 6.9"
\$550.00	LSUM	7"- 12"	Complete Plow Fixed price per snow plowing when snow depth is 7"- 12"

\$290.00 Per Ton **Truck Salting** Price per ton of salt applied  
Salt application to roadways & parking areas

Varies Per Hour **Walkway Snow Removal & Ice Abatement** Price per labor hour -(1) person for (1) hour  
Equipment To Be Used At Discretion of Contractor per Efficiency  
Hourly Walkway Clearing Including (1) Operator  
\$58.00 per hour Manual shoveling, ice melt application (If Ice Melt Is Requested)  
\$67.00 per hour Walk behind snow blower or sweeper  
\$85.00 per hour ATV with plow

\$25.00 Per Bag **Walkway Ice Melt** Price per 50 lb. bag of Ice Melt product  
\$25.00/bag is for product only, labor for application is charged separately at \$55.00

**Holiday Pricing**

\* All services performed on local and/or national holidays are subject to one and one-half times (1.5X) the normal snow removal rates listed above \*

**Do you want snow removal services provided on holidays?**  
Service to be billed 1.5X the normal service rates listed above

**Please list any special considerations for this property:**

Property Owner/Manager (Printed)

Property Owner/Manager (Signature)

Date



## 2022 - 2023 Snow Removal Terms and Conditions

This agreement is made between **Roth Landscape Services LLC** (referred herein as "Contractor") and **Summit Academy** (referred to herein as "Customer") for the snow and ice management services the customer has requested and agrees to pay for per the contract attached. In consideration of the mutual commitments contained herein, Contractor agrees to perform the following work.

**Scope of Work:** Contractor agrees to provide Snow and Ice Management Services for the property listed in the attached contract. Contractor is to monitor the weather and automatically dispatch crews to provide the requested services within a reasonable timeframe of snow accumulating on the property.

**Holiday Service:** An additional **50%** will be charged for all services performed on National or local holidays. **Customer is responsible to opt in or opt out of holiday services.**

### Regular Service Descriptions

- 1. Complete Plow:** Contractor will plow the snow on driving and parking surfaces if the parking lot is empty; otherwise, Contractor will plow driving lanes in areas where accessible. Snow will be piled in locations on the property at Contractor's discretion unless prior instructions have been made by the Customer. Customer is responsible for removing all items that could potentially hinder proper snow removal. Contractor is to record the snow depth for each complete plow and charge the Customer accordingly.
- 2. Truck Salting:** Contractor will apply Salt to driving and parking surfaces after plowing is completed. Additional Salting may be necessary in a thaw/freeze cycle.
- 3. Walkway Snow Removal:** Contractor will remove snow and ice from walkways, stairs, & ramps using equipment deemed most efficient by Contractor. Combinations of equipment use and manual shoveling may be necessary. Contractor is to document all man-hours and equipment-hours and charge the Customer accordingly.
- 4. Walkway Ice Melt Application:** Contractor will apply Ice Melt to walkways, stairs, & ramps after the snow has been removed. Additional Ice Melt applications may be necessary in a thaw/freeze cycle.  
Pre-Storm Salt and/or Ice Melt Application: If requested by the Customer, Contractor will apply Salt and/or Ice Melt before predicted snowfall.

## General Provisions

1. Customer understands that snow and ice are naturally occurring events which have the potential to create slippery conditions. The services that the Contractor provides can help manage these slippery conditions, but cannot completely eliminate them. Customer understands that plowing (and/or salting) of particular location may not clear the area to "bare pavement" and that slippery conditions may continue to prevail even after plowing (and/or application of salt). Customer also understands that snow can melt and re-freeze creating slippery conditions even after services have been provided. Customer maintains responsibility for monitoring and inspecting the Property and for taking the necessary steps to remedy any slippery conditions that prevail after the Contractor performs the services specified in this Agreement. Contractor assumes no liability for damages that may be incurred by or that may result from any form of ice buildup, water run off, items buried by snow, etc.
2. Customer is responsible to monitor snow piles and remedy slippery conditions which may result from the naturally occurring "thaw-freeze" cycle. Contractor will return to patrol property and apply additional Salt and/or Ice Melt to address slippery or icy conditions, patrol charges for such services apply.
3. Contractor is not liable for damages and/or wear and tear caused by snowplows to speed bumps, curbs, grates, and any other item that is buried under the snow. Furthermore, Contractor is not liable for damage caused by weight or position of snow piles, or damage to landscaping from such piles.
4. Customer agrees to allow Contractor to decide if and when snowplowing is warranted for "Regular Services" based upon snow accumulations at Customer's particular location. If Customer refuses services, Contractor assumes no responsibility and/or liability.
5. Customer understands that snow accumulations may vary throughout the Utah area, and that accumulations in one section of Utah are not necessarily indicative of the accumulations at the Customer's location. Customer also understands that drifting snow may make plowing of their location necessary, regardless of the total snowfall at the location. Contractor shall use its discretion when clearing snow with a depth of less than 2".
6. If Customer elects to use Salt or Ice Melt on driveways or sidewalks, Customer releases Contractor from any obligation for damage to landscaping, plants, and/or hard surface areas.
7. Customer understands, and agrees that the Contractor reserves the right to stop working when severe conditions exist.

**Payment**

1. Payment from Customer is due within 15 days of Contractor having sent an invoice via email or postal mail, unless different arrangements were made at the time of contract signing. All past-due invoices will accrue interest at a rate of 12% per annum in addition to a late fee of \$35.00.
2. Accounts that are past due will not be plowed until the account is brought up-to-date. While account is past due, the Contractor assumes no responsibility and/or liability.
3. Customer understands and accepts the fact that the delays in payments made to **Roth Landscape Services LLC** may result in appropriate legal action, including without limitations: lawyers' fees, cost and expenses of suit or bringing suit; may be passed on to the Customer and Customer accepts this condition. Contract shall be binding inure to the parties and their heirs, executors, administrators, and assign.

**Miscellaneous Provisions**

1. **Limitations of Remedies.** Customer's sole and exclusive remedy for any claim against Contractor with respect to the quality of service provided under this Agreement will be the correction by Contractor of any material defects or deficiencies therein, of which Customer notifies Contractor in writing within 24 hours. In the absence of any such notice, the services will be deemed satisfactory and accepted by Customer.
2. **Limitations of Liability.** In no event will Contractor be liable for any loss of profit or revenue by Customer, or any other consequential, indirect or economic damages incurred or suffered by Customer arising as a result of or related to the services under this Agreement, whether in contract, tort, or otherwise, even if Contractor has been advised of the possibility of such loss or damages. Customer further agrees that the total liability of Contractor for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of Contractor, whether in contract, tort, or otherwise, will not exceed an amount equal to the amount actually paid by Customer to Contractor during the twelve (12) month period preceding the date the claim arises.
3. **Indemnification.** To the fullest extent permissible by law, Customer agrees to defend and pay on behalf of, indemnify, and hold harmless Contractor, its officials, employees, and volunteers and others working in behalf of Contractor against any and all claims (including claims of negligence by contractor), demands, judgments, suits or loss, including all costs associated therewith, and for any damages asserted, claimed or recovered against or from.

**By Signing below the Customer and Contractor agree to uphold and enforce the entirety of this snow removal contract for the 2022-2023 snow season.**

**I have read and accept conditions above**

**Customer** \_\_\_\_\_

**Date** \_\_\_\_\_

**Contractor** Dayton Roth

**Date** 10/27/22



**Proposal #4130**

**Date: 10/12/2022**

**Customer:**  
Alysha Hathaway  
Summit Academy  
1225 East 13200 South  
Draper, UT 84020

**Property:**  
Summit Academy-Bluffdale Campus  
1940 West 14400 South  
Bluffdale, UT 84065

**Winter Services 2022-23 (Per Push)**

This Snow & Ice Management Services Agreement is made and entered into on [October 12, 2022 (the "Effective Date") by and between: Lawn Butler Holdings, LLC with the primary address at 86 South, 1250 West, Centerville, UT, 84014 ("Contractor"), and Summit Academy-Bluffdale Campus located at 1940 West 14400 South Utah 84065 ("Customer").

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

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

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

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

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

Term and Fees Adjustment. (a) Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of one (1) year or other term as set forth in the applicable SOW ("Initial Term"). Thereafter, this Agreement will automatically renew for successive one-year terms ("Renewal Term") unless and until terminated in accordance with this Agreement, or unless either party provides written notice of its intention not to renew the Agreement at least ninety (90) days prior to the expiration of the then-current term. The Initial Term and each applicable Renewal Term will constitute the "Term" of this Agreement. Customer shall continue to be responsible for payment to Contractor for the Services through the end of the Term. (b) Fees Adjustments. Fees shall remain fixed for the Initial Term. Unless otherwise agreed to by the parties, for each Renewal Term, Fees shall be increased in accordance with the Consumer Price Index (CPI) increase calculated as follows: the base month for price adjustments will be the most recent month for which the CPI is published, as of the date of the renewal, based on the Consumer Price Index (CPI) – Non seasonally adjusted – all urban consumers – all items – for the Chicago-Naperville-Elgin region, as it appears in the periodical Producer Price Indices published by the U.S. Department of Labor, Bureau of Labor Statistics.

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

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

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

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

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

## General.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Snow Removal Services**

**Parking Per Push**

Items	Quantity	Unit	Price/Unit	Price
Truck Service (Push)	1.00	Ea	\$180.00	\$180.00
Salt (Per Lb)	1.00	Lb	\$0.27	\$0.27
Site Check/No Service	1.00	Ea	\$0.00	\$0.00

Parking Per Push : \$0.00

**Sidewalk Service Per Hr**

Items	Quantity	Unit	Price/Unit	Price
Shovel Per Hr (Snow)	1.00	Hr	\$47.00	\$47.00
ATV Per Hr (Snow)	1.00	Hr	\$76.00	\$76.00
Snowrator Per Hr (Snow)	1.00	Ea	\$148.00	\$148.00
Ice Melt (Per Lb)	1.00	Lb	\$0.40	\$0.40
Site Check/No Service	1.00	Ea	\$0.00	\$0.00

**Sidewalk Service Per Hr: \$0.00**

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**PROJECT TOTAL: \$0.00**

**Optional Services**

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

_____ Mapping and Staking (Per Hr)	<b>\$104.00</b>
_____ Warranty 5% on invoice total	<b>\$0.00</b>
_____ Service Level	<b>\$0.00</b>

**Terms & Conditions**

**PER SERVICE**

**Snow Removal Parking Lot- Per Push**

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

**Snow Removal Sidewalks- Per Push**

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

**Shovel Service**

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

**ATV Service**

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

**AS NEEDED SERVICES**

**Salt**

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

**Ice Melt**

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

**Snow Hauling**

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

**Mapping and Staking**

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

**Warranty**

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

By \_\_\_\_\_  
**Adrian Bacikalo**

Date 10/12/2022  
**Lawn Butler Holdings, LLC.**

By \_\_\_\_\_

Date \_\_\_\_\_  
**Summit Academy-Bluffdale  
Campus**

Prepared By: Dayton Roth  
 Mobile: (801) 953-9001  
 Date: October 27, 2022  
 Email: dayton@rothlandscape.com



PO BOX 640  
 Draper, UT 84020  
 Office: (801) 571-8088  
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**Property**  
 Summit Academy Draper  
 1285 E 13200 S  
 Draper UT 84020

**Contact** Alysha Hathaway  
**Company** Summit Academy  
**Phone** (801) 572-9007  
**Email** ahathaway@2summit.org

**Billing Address**  
 ahathaway@2summit.org

Rate	Unit	2022 - 2023 Snow Removal Contract	
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\$660.00	LSUM	7"- 12"	Complete Plow Fixed price per snow plowing when snow depth is 7"- 12"

\$290.00 Per Ton **Truck Salting** Price per ton of salt applied  
 Salt application to roadways & parking areas

Varies Per Hour **Walkway Snow Removal & Ice Abatement** Price per labor hour -(1) person for (1) hour  
**Equipment To Be Used At Discretion of Contractor per Efficiency**  
**Hourly Walkway Clearing Including (1) Operator**  
\$58.00 per hour Manual shoveling, ice melt application (If Ice Melt Is Requested)  
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\$25.00 Per Bag **Walkway Ice Melt** Price per 50 lb. bag of Ice Melt product  
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**Holiday Pricing**

\* All services performed on local and/or national holidays are subject to one and one-half times (1.5X) the normal snow removal rates listed above \*

**Do you want snow removal services provided on holidays?**  
 Service to be billed 1.5X the normal service rates listed above

**Please list any special considerations for this property:**

Property Owner/Manager (Printed)

Property Owner/Manager (Signature)

Date



## 2022 - 2023 Snow Removal Terms and Conditions

This agreement is made between **Roth Landscape Services LLC** (referred herein as "Contractor") and **Summit Academy** (referred to herein as "Customer") for the snow and ice management services the customer has requested and agrees to pay for per the contract attached. In consideration of the mutual commitments contained herein, Contractor agrees to perform the following work.

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**Holiday Service:** An additional 50% will be charged for all services performed on National or local holidays. **Customer is responsible to opt in or opt out of holiday services.**

### Regular Service Descriptions

1. **Complete Plow:** Contractor will plow the snow on driving and parking surfaces if the parking lot is empty; otherwise, Contractor will plow driving lanes in areas where accessible. Snow will be piled in locations on the property at Contractor's discretion unless prior instructions have been made by the Customer. Customer is responsible for removing all items that could potentially hinder proper snow removal. Contractor is to record the snow depth for each complete plow and charge the Customer accordingly.
2. **Truck Salting:** Contractor will apply Salt to driving and parking surfaces after plowing is completed. Additional Salting may be necessary in a thaw/freeze cycle.
3. **Walkway Snow Removal:** Contractor will remove snow and ice from walkways, stairs, & ramps using equipment deemed most efficient by Contractor. Combinations of equipment use and manual shoveling may be necessary. Contractor is to document all man-hours and equipment-hours and charge the Customer accordingly.
4. **Walkway Ice Melt Application:** Contractor will apply Ice Melt to walkways, stairs, & ramps after the snow has been removed. Additional Ice Melt applications may be necessary in a thaw/freeze cycle.  
Pre-Storm Salt and/or Ice Melt Application: If requested by the Customer, Contractor will apply Salt and/or Ice Melt before predicted snowfall.

## General Provisions

1. Customer understands that snow and ice are naturally occurring events which have the potential to create slippery conditions. The services that the Contractor provides can help manage these slippery conditions, but cannot completely eliminate them. Customer understands that plowing (and/or salting) of particular location may not clear the area to "bare pavement" and that slippery conditions may continue to prevail even after plowing (and/or application of salt). Customer also understands that snow can melt and re-freeze creating slippery conditions even after services have been provided. Customer maintains responsibility for monitoring and inspecting the Property and for taking the necessary steps to remedy any slippery conditions that prevail after the Contractor performs the services specified in this Agreement. Contractor assumes no liability for damages that may be incurred by or that may result from any form of ice buildup, water run off, items buried by snow, etc.
2. Customer is responsible to monitor snow piles and remedy slippery conditions which may result from the naturally occurring "thaw-freeze" cycle. Contractor will return to patrol property and apply additional Salt and/or Ice Melt to address slippery or icy conditions, patrol charges for such services apply.
3. Contractor is not liable for damages and/or wear and tear caused by snowplows to speed bumps, curbs, grates, and any other item that is buried under the snow. Furthermore, Contractor is not liable for damage caused by weight or position of snow piles, or damage to landscaping from such piles.
4. Customer agrees to allow Contractor to decide if and when snowplowing is warranted for "Regular Services" based upon snow accumulations at Customer's particular location. If Customer refuses services, Contractor assumes no responsibility and/or liability.
5. Customer understands that snow accumulations may vary throughout the Utah area, and that accumulations in one section of Utah are not necessarily indicative of the accumulations at the Customer's location. Customer also understands that drifting snow may make plowing of their location necessary, regardless of the total snowfall at the location. Contractor shall use its discretion when clearing snow with a depth of less than 2".
6. If Customer elects to use Salt or Ice Melt on driveways or sidewalks, Customer releases Contractor from any obligation for damage to landscaping, plants, and/or hard surface areas.
7. Customer understands, and agrees that the Contractor reserves the right to stop working when severe conditions exist.

**Payment**

- 1. Payment from Customer is due within 15 days of Contractor having sent an invoice via email or postal mail, unless different arrangements were made at the time of contract signing. All past-due invoices will accrue interest at a rate of 12% per annum in addition to a late fee of \$35.00.
- 2. Accounts that are past due will not be plowed until the account is brought up-to-date. While account is past due, the Contractor assumes no responsibility and/or liability.
- 3. Customer understands and accepts the fact that the delays in payments made to **Roth Landscape Services LLC** may result in appropriate legal action, including without limitations: lawyers' fees, cost and expenses of suit or bringing suit; may be passed on to the Customer and Customer accepts this condition. Contract shall be binding inure to the parties and their heirs, executors, administrators, and assign.

**Miscellaneous Provisions**

- 1. **Limitations of Remedies.** Customer's sole and exclusive remedy for any claim against Contractor with respect to the quality of service provided under this Agreement will be the correction by Contractor of any material defects or deficiencies therein, of which Customer notifies Contractor in writing within 24 hours. In the absence of any such notice, the services will be deemed satisfactory and accepted by Customer.
- 2. **Limitations of Liability.** In no event will Contractor be liable for any loss of profit or revenue by Customer, or any other consequential, indirect or economic damages incurred or suffered by Customer arising as a result of or related to the services under this Agreement, whether in contract, tort, or otherwise, even if Contractor has been advised of the possibility of such loss or damages. Customer further agrees that the total liability of Contractor for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of Contractor, whether in contract, tort, or otherwise, will not exceed an amount equal to the amount actually paid by Customer to Contractor during the twelve (12) month period preceding the date the claim arises.
- 3. **Indemnification.** To the fullest extent permissible by law, Customer agrees to defend and pay on behalf of, indemnify, and hold harmless Contractor, its officials, employees, and volunteers and others working in behalf of Contractor against any and all claims (including claims of negligence by contractor), demands, judgments, suits or loss, including all costs associated therewith, and for any damages asserted, claimed or recovered against or from.

**By Signing below the Customer and Contractor agree to uphold and enforce the entirety of this snow removal contract for the 2022-2023 snow season.**

**I have read and accept conditions above**

**Customer** \_\_\_\_\_ Date \_\_\_\_\_

**Contractor** Dayton Roth Date 10/27/22



**Proposal #4128**

**Date: 10/12/2022**

**Customer:**  
Alysha Hathaway  
Summit Academy  
1225 East 13200 South  
Draper, UT 84020

**Property:**  
Summit Academy-Draper Campus  
1225 East 13200 South  
Draper, UT 84020

**Winter Services 2022-23 (Per Push)**

This Snow & Ice Management Services Agreement is made and entered into on [October 12, 2022 (the "Effective Date")] by and between: Lawn Butler Holdings, LLC with the primary address at 86 South, 1250 West, Centerville, UT, 84014 ("Contractor"), and Summit Academy-Draper Campus located at 1225 East 13200 South Utah 84020 ("Customer").

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

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

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

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

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

Term and Fees Adjustment. (a) Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of one (1) year or other term as set forth in the applicable SOW ("Initial Term"). Thereafter, this Agreement will automatically renew for successive one-year terms ("Renewal Term") unless and until terminated in accordance with this Agreement, or unless either party provides written notice of its intention not to renew the Agreement at least ninety (90) days prior to the expiration of the then-current term. The Initial Term and each applicable Renewal Term will constitute the "Term" of this Agreement. Customer shall continue to be responsible for payment to Contractor for the Services through the end of the Term. (b) Fees Adjustments. Fees shall remain fixed for the Initial Term. Unless otherwise agreed to by the parties, for each Renewal Term, Fees shall be increased in accordance with the Consumer Price Index (CPI) increase calculated as follows: the base month for price adjustments will be the most recent month for which the CPI is published, as of the date of the renewal, based on the Consumer Price Index (CPI) – Non seasonally adjusted – all urban consumers – all items – for the Chicago-Naperville-Elgin region, as it appears in the periodical Producer Price Indices published by the U.S. Department of Labor, Bureau of Labor Statistics.

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

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

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

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

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

## General.

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

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

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

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

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

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

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

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

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

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

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

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

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

### Snow Removal Services

#### Parking Per Push

Items	Quantity	Unit	Price/Unit	Price
Truck Service (Push)	1.00	Ea	\$540.00	\$540.00
Salt (Per Lb)	1.00	Lb	\$0.27	\$0.27
Site Check/No Service	1.00	Ea	\$0.00	\$0.00

Parking Per Push : \$0.00

**Sidewalk Service Per Hr**

Items	Quantity	Unit	Price/Unit	Price
Shovel Per Hr (Snow)	1.00	Hr	\$47.00	\$47.00
ATV Per Hr (Snow)	1.00	Hr	\$76.00	\$76.00
Snowrator Per Hr (Snow)	1.00	Ea	\$148.00	\$148.00
Ice Melt (Per Lb)	1.00	Lb	\$0.40	\$0.40
Site Check/No Service	1.00	Ea	\$0.00	\$0.00
<b>Sidewalk Service Per Hr:</b>				<b>\$0.00</b>
<b>PROJECT TOTAL:</b>				<b>\$0.00</b>

**Optional Services**

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

_____ Mapping and Staking (Per Hr)	\$104.00
_____ Warranty 5% on invoice total	\$0.00
_____ Service Level	\$0.00

**Terms & Conditions**

**PER SERVICE**

**Snow Removal Parking Lot- Per Push**

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

**Snow Removal Sidewalks- Per Push**

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

**Shovel Service**

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

**ATV Service**

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

**AS NEEDED SERVICES**

**Salt**

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

**Ice Melt**

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

**Snow Hauling**

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

**Mapping and Staking**

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

**Warranty**

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

By \_\_\_\_\_

**Adrian Bacikalo**

Date 10/12/2022

**Lawn Butler Holdings, LLC.**

By \_\_\_\_\_

Date \_\_\_\_\_

**Summit Academy-Draper Campus**

Prepared By: Dayton Roth  
 Mobile: (801) 953-9001  
 Date: October 27, 2022  
 Email: dayton@rothlandscape.com



PO BOX 640  
 Draper, UT 84020  
 Office: (801) 571-8088  
 www.rothlandscape.com

**Property**  
 Summit Academy High School  
 14942 S 560 W  
 Bluffdale UT 84065

**Contact** Alysha Hathaway  
**Company** Summit Academy  
**Phone** (801) 572-9007  
**Email** ahathaway@2summit.org

**Billing Address**  
 ahathaway@2summit.org

**2022 - 2023 Snow Removal Contract**

Rate	Unit		
\$320.00	LSUM	2"- 3"	<b>Complete Plow</b> Fixed price per snow plowing when snow depth is 2"- 3.9"
\$480.00	LSUM	4"- 6"	<b>Complete Plow</b> Fixed price per snow plowing when snow depth is 4"- 6.9"
\$640.00	LSUM	7"- 12"	<b>Complete Plow</b> Fixed price per snow plowing when snow depth is 7"- 12"

\$290.00 Per Ton **Truck Salting** Price per ton of salt applied  
 Salt application to roadways & parking areas

Varies Per Hour **Walkway Snow Removal & Ice Abatement** Price per labor hour -(1) person for (1) hour  
**Equipment To Be Used At Discretion of Contractor per Efficiency**  
**Hourly Walkway Clearing Including (1) Operator**  
\$58.00 per hour Manual shoveling, ice melt application (If Ice Melt Is Requested)  
\$67.00 per hour Walk behind snow blower or sweeper  
\$85.00 per hour ATV with plow

\$25.00 Per Bag **Walkway Ice Melt** Price per 50 lb. bag of Ice Melt product  
 \$25.00/bag is for product only, labor for application is charged separately at \$55.00

**Holiday Pricing**

\* All services performed on local and/or national holidays are subject to one and one-half times (1.5X) the normal snow removal rates listed above \*

**Do you want snow removal services provided on holidays?**  
 Service to be billed 1.5X the normal service rates listed above

**Please list any special considerations for this property:**

Property Owner/Manager (Printed)

Property Owner/Manager (Signature)

Date



## 2022 - 2023 Snow Removal Terms and Conditions

This agreement is made between **Roth Landscape Services LLC** (referred herein as "Contractor") and **Summit Academy** (referred to herein as "Customer") for the snow and ice management services the customer has requested and agrees to pay for per the contract attached. In consideration of the mutual commitments contained herein, Contractor agrees to perform the following work.

**Scope of Work:** Contractor agrees to provide Snow and Ice Management Services for the property listed in the attached contract. Contractor is to monitor the weather and automatically dispatch crews to provide the requested services within a reasonable timeframe of snow accumulating on the property.

**Holiday Service:** An additional **50%** will be charged for all services performed on National or local holidays. **Customer is responsible to opt in or opt out of holiday services.**

### Regular Service Descriptions

- 1. Complete Plow:** Contractor will plow the snow on driving and parking surfaces if the parking lot is empty; otherwise, Contractor will plow driving lanes in areas where accessible. Snow will be piled in locations on the property at Contractors discretion unless prior instructions have been made by the Customer. Customer is responsible for removing all items that could potentially hinder proper snow removal. Contractor is to record the snow depth for each complete plow and charge the Customer accordingly.
- 2. Truck Salting:** Contractor will apply Salt to driving and parking surfaces after plowing is completed. Additional Salting may be necessary in a thaw/freeze cycle.
- 3. Walkway Snow Removal:** Contractor will remove snow and ice from walkways, stairs, & ramps using equipment deemed most efficient by Contractor. Combinations of equipment use and manual shoveling may be necessary. Contractor is to document all man-hours and equipment-hours and charge the Customer accordingly.
- 4. Walkway Ice Melt Application:** Contractor will apply Ice Melt to walkways, stairs, & ramps after the snow has been removed. Additional Ice Melt applications may be necessary in a thaw/freeze cycle.  
Pre-Storm Salt and/or Ice Melt Application: If requested by the Customer, Contractor will apply Salt and/or Ice Melt before predicted snowfall.

## General Provisions

1. Customer understands that snow and ice are naturally occurring events which have the potential to create slippery conditions. The services that the Contractor provides can help manage these slippery conditions, but cannot completely eliminate them. Customer understands that plowing (and/or salting) of particular location may not clear the area to "bare pavement" and that slippery conditions may continue to prevail even after plowing (and/or application of salt). Customer also understands that snow can melt and re-freeze creating slippery conditions even after services have been provided. Customer maintains responsibility for monitoring and inspecting the Property and for taking the necessary steps to remedy any slippery conditions that prevail after the Contractor performs the services specified in this Agreement. Contractor assumes no liability for damages that may be incurred by or that may result from any form of ice buildup, water run off, items buried by snow, etc.
2. Customer is responsible to monitor snow piles and remedy slippery conditions which may result from the naturally occurring "thaw-freeze" cycle. Contractor will return to patrol property and apply additional Salt and/or Ice Melt to address slippery or icy conditions, patrol charges for such services apply.
3. Contractor is not liable for damages and/or wear and tear caused by snowplows to speed bumps, curbs, grates, and any other item that is buried under the snow. Furthermore, Contractor is not liable for damage caused by weight or position of snow piles, or damage to landscaping from such piles.
4. Customer agrees to allow Contractor to decide if and when snowplowing is warranted for "Regular Services" based upon snow accumulations at Customer's particular location. If Customer refuses services, Contractor assumes no responsibility and/or liability.
5. Customer understands that snow accumulations may vary throughout the Utah area, and that accumulations in one section of Utah are not necessarily indicative of the accumulations at the Customer's location. Customer also understands that drifting snow may make plowing of their location necessary, regardless of the total snowfall at the location. Contractor shall use its discretion when clearing snow with a depth of less than 2".
6. If Customer elects to use Salt or Ice Melt on driveways or sidewalks, Customer releases Contractor from any obligation for damage to landscaping, plants, and/or hard surface areas.
7. Customer understands, and agrees that the Contractor reserves the right to stop working when severe conditions exist.

**Payment**

1. Payment from Customer is due within 15 days of Contractor having sent an invoice via email or postal mail, unless different arrangements were made at the time of contract signing. All past-due invoices will accrue interest at a rate of 12% per annum in addition to a late fee of \$35.00.
2. Accounts that are past due will not be plowed until the account is brought up-to-date. While account is past due, the Contractor assumes no responsibility and/or liability.
3. Customer understands and accepts the fact that the delays in payments made to **Roth Landscape Services LLC** may result in appropriate legal action, including without limitations: lawyers' fees, cost and expenses of suit or bringing suit; may be passed on to the Customer and Customer accepts this condition. Contract shall be binding inure to the parties and their heirs, executors, administrators, and assign.

**Miscellaneous Provisions**

1. **Limitations of Remedies.** Customer's sole and exclusive remedy for any claim against Contractor with respect to the quality of service provided under this Agreement will be the correction by Contractor of any material defects or deficiencies therein, of which Customer notifies Contractor in writing within 24 hours. In the absence of any such notice, the services will be deemed satisfactory and accepted by Customer.
2. **Limitations of Liability.** In no event will Contractor be liable for any loss of profit or revenue by Customer, or any other consequential, indirect or economic damages incurred or suffered by Customer arising as a result of or related to the services under this Agreement, whether in contract, tort, or otherwise, even if Contractor has been advised of the possibility of such loss or damages. Customer further agrees that the total liability of Contractor for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of Contractor, whether in contract, tort, or otherwise, will not exceed an amount equal to the amount actually paid by Customer to Contractor during the twelve (12) month period preceding the date the claim arises.
3. **Indemnification.** To the fullest extent permissible by law, Customer agrees to defend and pay on behalf of, indemnify, and hold harmless Contractor, its officials, employees, and volunteers and others working in behalf of Contractor against any and all claims (including claims of negligence by contractor), demands, judgments, suits or loss, including all costs associated therewith, and for any damages asserted, claimed or recovered against or from.

**By Signing below the Customer and Contractor agree to uphold and enforce the entirety of this snow removal contract for the 2022-2023 snow season.**

**I have read and accept conditions above**

Customer \_\_\_\_\_ Date \_\_\_\_\_  
Contractor Dayton Roth Date 10/27/22



**Proposal #4131**

**Date: 10/12/2022**

**Customer:**

Alysha Hathaway  
Summit Academy  
1225 East 13200 South  
Draper, UT 84020

**Property:**

Summit Academy-SAHS Campus  
14942 South 560 West  
Bluffdale, UT 874065

**Winter Services 2022-23 (Per Push)**

This Snow & Ice Management Services Agreement is made and entered into on [October 12, 2022 (the "Effective Date") by and between: Lawn Butler Holdings, LLC with the primary address at 86 South, 1250 West, Centerville, UT, 84014 ("Contractor"), and Summit Academy-SAHS Campus located at 14942 South 560 West Utah 874065 ("Customer").

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

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

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

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

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

Term and Fees Adjustment. (a) Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of one (1) year or other term as set forth in the applicable SOW ("Initial Term"). Thereafter, this Agreement will automatically renew for successive one-year terms ("Renewal Term") unless and until terminated in accordance with this Agreement, or unless either party provides written notice of its intention not to renew the Agreement at least ninety (90) days prior to the expiration of the then-current term. The Initial Term and each applicable Renewal Term will constitute the "Term" of this Agreement. Customer shall continue to be responsible for payment to Contractor for the Services through the end of the Term. (b) Fees Adjustments. Fees shall remain fixed for the Initial Term. Unless otherwise agreed to by the parties, for each Renewal Term, Fees shall be increased in accordance with the Consumer Price Index (CPI) increase calculated as follows: the base month for price adjustments will be the most recent month for which the CPI is published, as of the date of the renewal, based on the Consumer Price Index (CPI) – Non seasonally adjusted – all urban consumers – all items – for the Chicago-Naperville-Elgin region, as it appears in the periodical Producer Price Indices published by the U.S. Department of Labor, Bureau of Labor Statistics.

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

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

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

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

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

General.

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

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

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

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

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

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

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

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

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

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

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

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

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

### Snow Removal Services

#### Parking Per Push

Items	Quantity	Unit	Price/Unit	Price
Truck Service (Push)	1.00	Ea	\$450.00	\$450.00
Salt (Per Lb)	1.00	Lb	\$0.27	\$0.27
Site Check/No Service	1.00	Ea	\$0.00	\$0.00

Parking Per Push : \$0.00

**Sidewalk Service Per Hr**

Items	Quantity	Unit	Price/Unit	Price
Shovel Per Hr (Snow)	1.00	Hr	\$47.00	\$47.00
ATV Per Hr (Snow)	1.00	Hr	\$76.00	\$76.00
Snowrator Per Hr (Snow)	1.00	Ea	\$148.00	\$148.00
Ice Melt (Per Lb)	1.00	Lb	\$0.40	\$0.40
Site Check/No Service	1.00	Ea	\$0.00	\$0.00

**Sidewalk Service Per Hr: \$0.00**

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**PROJECT TOTAL: \$0.00**

**Optional Services**

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

_____ Mapping and Staking (Per Hr)	<b>\$104.00</b>
_____ Warranty 5% on invoice total	<b>\$0.00</b>
_____ Service Level	<b>\$0.00</b>

## Terms & Conditions

### PER SERVICE

#### Snow Removal Parking Lot- Per Push

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

#### Snow Removal Sidewalks- Per Push

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

#### Shovel Service

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

#### ATV Service

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

### AS NEEDED SERVICES

#### Salt

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

#### Ice Melt

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

#### Snow Hauling

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

#### Mapping and Staking

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

#### Warranty

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

By \_\_\_\_\_

**Adrian Bacikalo**

Date 10/12/2022

**Lawn Butler Holdings, LLC.**

By \_\_\_\_\_

Date \_\_\_\_\_

**Summit Academy-SAHS Campus**

SUMMIT ACADEMY SCHOOLS, INC

Draper

November 17, 2022

TO: Summit Academy Schools, Inc Governing Board

FROM: Brad Wilkinson, Business Administrator

SUBJECT: Approve FY23 Salary Schedules Updates

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**BACKGROUND INFORMATION**

Each year different decisions will be made that could alter the current version of the salary schedules. Those changes will be updated and sent to the board for review and approval.

**CURRENT CONSIDERATIONS**

SAHS has been approved through UHSAA to add Boys Lacrosse as a sanctioned sport, therefore we seek to add a Head Coaching Stipend to the Athletic Stipends.

Additionally, we have added a Lane (Lane 15 under Classified) for a Licensed staff member that will provide interventions (interventionist).

**IMPACT ON STUDENT ACHIEVEMENT**

The Interventionist will be supporting students that still have COVID slide through ESSER funding, as well as students that are in the RED.

**FINANCIAL IMPLICATIONS**

SAHS Lacrosse Stipend \$1,500

LANE 15 will start at \$25/Hr

**RECOMMENDATIONS**

It is respectfully requested that the Governing Board consider and approve the adjustments to the FY23 Salary Schedule for Summit Academy, and Summit Academy High School.

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**DIRECTOR'S RECOMMENDATION:** Recommended Approval.



**ADMINISTRATORS  
2022-23 Salary Schedule**

**\*This schedule is based on legislative increases for 2022-23. The Steps are subject to further review and freezes each fiscal year. The review and potential changes will be based on legislative action, enrollments, and other factors.**

**\*\* All staff prior to 7/1/2021 will be placed according to current salary in FY21+3%**

<i>Contract Days</i>	<i>220</i>	<i>220</i>	<i>220</i>	<i>220</i>	<i>261</i>	<i>220</i>	<i>220</i>
<b>ADMIN EXPER</b>	<b>Lane 1</b>	<b>Lane 2</b>	<b>Lane 3</b>	<b>Lane 4</b>	<b>Lane 5</b>	<b>Lane 6</b>	<b>Lane 7</b>
1	72,900.00	73,600.00	80,000.00	90,000.00	115,500.00	72,900.00	65,000.00
2	75,087.00	75,808.00	82,400.00	92,700.00	118,965.00	75,087.00	66,950.00
3	77,339.61	78,082.24	84,872.00	95,481.00	122,533.95	77,339.61	68,958.50
4	79,659.80	80,424.71	87,418.16	98,345.43	126,209.97	79,659.80	71,027.26
5	82,049.59	82,837.45	90,040.70	101,295.79	129,996.27	82,049.59	73,158.07
6	84,511.08	85,322.57	92,741.93	104,334.67	133,896.16	84,511.08	75,352.81
7	87,046.41	87,882.25	95,524.18	107,464.71	137,913.04	87,046.41	77,613.40

- Lane 1      Assistant Principal, Elementary/Middle
- Lane 2      Assistant Principal, High School
- Lane 3      Principal, Elementary/Middle
- Lane 4      Principal, High School
- Lane 5      Executive Director
- Lane 6      Director of Teacher Development/Licensing
- Lane 7      High School Athletic Director

- Longevity Step 10 Year      3%
- Longevity Step 15 Year      3%
- Longevity Step 20 Year      4%

**An educator salary adjustment of \$2,500 is included in the schedule for each school administrator position.  
To qualify, employees must have a satisfactory or higher job performance rating in their most recent evaluation.**

Advancement on this schedule may be held back according to evaluations and effectiveness.  
Advancement on this schedule (if hired mid year) will advance per % of raise offered by the LEA on their anniversary hire date.

if hired mid year- step increases will take place on anniversary (hire date)



**Stipends**

Gifted and Talented Coordinator	\$500
Grade Level Leads (K-8)	\$1,000
Department Chair (9-12)	\$1,000
Team Leads (9-12)	\$1,000
Yearbook	\$1,500
Mentor	\$300
Mentor Specialist	\$500
Marketing Stipend	\$3,000
Other VAR Stipends	\$500
Literacy	\$1,000
ELL (Each Campus Support)	\$1,000
ELL (LEA Coordinator)	FTE
HOSA (Health Occupations Students of America)	\$1,000
Student Council	\$1,000
LEA Level 504 Coordinator	\$1,000
Site Level 504 when caseload exceeds 2.0% of enrollment	\$500
Site Level 504 when caseload exceeds 3.0% of enrollment	\$500
Theatre	\$750
Music	\$300
Jr High RTI	\$500
Jr High Athletic Director	\$2,000
Various	**

**Junior High Athletic Stipends**

Cross Country (Boys)	\$500	Per Team
Cross Country (Girls)	\$500	Per Team
Girls Volleyball	\$500	Per Team
Boys Volleyball	\$500	Per Team
Boys Basketball	\$500	Per Team
Girls Basketball	\$500	Per Team
Boys Soccer	\$500	Per Team
Girls Soccer	\$500	Per Team

*\*All Grade Level and Team Leads are split over 24 pays*

*\*\*Several Grant Opportunities through Utah Grants will be paid at various rates maintaining consistency and allowability with regulations of the grant, and as approved by the Business Administrator throughout the year.*

**High School Athletic Stipends**

**ATHLETIC COACH POSITION**

\*Summit Academy High School pays for the HEAD COACH of each Varsity Program.  
ALL other positions on the team will be paid by each teams fundraising, and other fees.

BASEBALL HEAD COACH (VARSITY)	\$3,000
SOFTBALL HEAD COACH (VARSITY)	\$3,000
BOYS BASKETBALL HEAD COACH (VARSITY)	\$4,200
GIRLS BASKETBALL HEAD COACH (VARSITY)	\$4,200
CROSS COUNTRY HEAD COACH (VARSITY)	\$2,000
FOOTBALL HEAD COACH (VARSITY)	\$5,000
GOLF HEAD COACH (GIRLS VARSITY)	\$1,500
GOLF HEAD COACH (BOYS VARSITY)	\$1,500
BOYS LACROSSE HEAD COACH (VARSITY)	\$2,500
BOYS SOCCER HEAD COACH (VARSITY)	\$2,500
GIRLS SOCCER HEAD COACH (VARSITY)	\$2,500
SWIMMING HEAD COACH	\$1,500
GIRLS VOLLEYBALL HEAD COACH (VARSITY)	\$2,500
BOYS WRESTLING HEAD COACH (VARSITY)	\$2,500
TRACK HEAD COACH	\$2,500
TENNIS GIRLS HEAD COACH	\$1,500
TENNIS BOYS HEAD COACH	\$1,500
DRILL TEAM	\$2,500
CHEER	\$3,000
THEATRE	\$1,500
DEBATE	\$1,500

Athletic stipends will be paid on the following schedule:

- Fall sports: September and October (4 installments)
- Winter sports: December and January (4 installments)
- Spring sports: March and April (4 installments)



SUMMIT ACADEMY SCHOOLS, INC  
Draper  
Special Meeting, November 17, 2022

TO: Summit Academy Schools, Inc Governing Board

FROM: Advisory Committee

SUBJECT: Discipline Policy #3204 – State Required

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**BACKGROUND INFORMATION:**

Summit Academy students are expected to conduct themselves in a manner that reflects positively on themselves, their parents/guardians and Summit Academy. This draft includes a **state code and is a required policy**.

**CURRENT CONSIDERATIONS**

Please see the attachment for board approval.

**FINANCIAL IMPLICATIONS**

None

**RECOMMENDATIONS:**

It is respectfully requested that the Governing Board approve the Discipline Policy

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**DIRECTOR'S RECOMMENDATION:** Recommended Approval.



## Discipline Policy

Policy Number: 3204

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### I. ~~Board Policy~~ Purpose

The Summit Academy Board of Trustees has established general guidelines and standards for student conduct pursuant to **Utah Admin Code R277-609**.

### II. Definitions

- A. Discipline: imposed discipline and self-discipline.
  - a. Imposed Discipline: a code of conduct prescribed for the highest welfare of the individual and of the society in which the individual lives.
  - b. Self-Discipline: a personal system of organized behavior designed to promote self-interest while contributing to the welfare of others.

### III. Purpose Policy

Students are expected to conduct themselves in a manner that reflects positively on themselves, their parents/guardians and Summit Academy. It is expected that respect and cooperation will be the basis of interactions with faculty and fellow students. Summit Academy will use the following disciplinary actions:

### IV. Administrative Guidelines

The Principal or Executive Director has the power and authority to treat each student individually in determining the appropriate disciplinary action in the most effective manner. The Principal or designee has a responsibility to protect the health and welfare of all students, employees, or visitors. The Principal or designee must take into consideration all factors present at a particular situation, including, but not limited to, the intent, degree of actual or potential endangerment or damage, degree of intimidation or fear, repeated infraction and the age of the student. Whenever possible, the Principal or Disciplinary Board will

- a. Involve the parent/guardian; and
- b. Choose a discipline option which is aimed at improving behavior and enhancing academic achievement while maintaining a safe and secure learning environment.

Classroom teachers or paraeducators under the direction of the classroom teacher may handle minor disciplinary infractions.

### V. Disciplinary Actions

Summit Academy administration may utilize, but is not limited to, one or more of the following disciplinary actions:

1. ~~School day~~ ~~Lunch-time~~ detention: This may include cleanup work in the cafeteria, halls, or other areas of the building.
2. After school detentions: After school detention will consist of service to the school.
3. Saturday School: Saturday detention may consist of three hours of clean-up work around the school, or classroom work.
4. In school suspension: **student remains at school in an alternate location.**
  - Activities may include
    - a. Schoolwork



- b. Service to the school
  - c. Intervention
5. ~~Out-of-school suspension: Student will spend the day off school grounds. Student is expected to complete schoolwork. school day working on homework. Either one of two situations will occur with suspension, depending on severity of offense:~~
- a. Credit will be allowed for major tests and assignments (assignments that were assigned prior to the day of suspension). Daily credit will not be granted i.e. in class work, quizzes, participation points; or
  - b. No credit should be granted for work, tests, or quizzes missed during the time of suspension.
6. Extracurricular activities suspension. Student may be suspended from attendance or participation in extracurricular activities. These activities are seen as a privilege for students.
7. Probation: Student ~~may~~ will be put on a Behavioral P-probationary P plan. If parent and student refuse to sign the plan within 5 school days, they agree to dismissal.
8. **Expulsion: In extreme cases students will be excluded from school attendance for 10 or more consecutive school days.**
9. ~~Dismissal: The Principal or Executive Director has the power and authority to treat each student individually in determining the appropriate disciplinary action in the most effective manner. The Principal or designee has a responsibility to protect the health and welfare of all students, employees, or visitors. The Principal or designee must take into consideration all factors present at a particular situation, including, but not limited to, the intent, degree of actual or potential endangerment or damage, degree of intimidation or fear, and the age of the student. Whenever possible, the Principal or Discipline Board will:~~
- a. ~~Involve the parent/guardian; and~~
  - b. ~~Choose a discipline option which is aimed at improving behavior and enhancing academic achievement while maintaining a safe and secure learning environment.~~

## **VI. Readmission and Admission**

- 1. If a student is removed from school, readmission depends upon satisfactory evidence that the student will not be a danger to self, others, or school property. The student may also be required to meet with the parent/guardian and school officials to make a plan to correct the behavior(s) and complete any conditions imposed.
- 2. The LEA may deny admission to a student who has been expelled from any school in the last twelve months.

## **VII. Due Process**

- 1. If a student is removed from school or otherwise disciplined under this policy, the student has the right to meet with the principal or designee to tell their side of the story.
- 2. If the principal or designee recommends removal for more than ten school days, the parent/guardian or adult student may request a hearing with the Discipline Board which will be held within ten school days of the request.
- 3. An appeal of the Disciplinary Board's decision may be made in writing within ten days of the decision.

## **VIII. Students with Disabilities**



If a student has a qualified disability, the site administrator will explain the separate procedures that may apply based on the procedural safeguards under the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act.

**IX. References**

Utah Admin Code R277-609  
#5201 Safe School Policy

**X. Attachments**

N/A

**XI. Revision History and Approval Date**

Version 1: 2017September: Original date of approval

Version 2: 2022November17: Update format and Policy number, add section II, IV-XI

SUMMIT ACADEMY SCHOOLS, INC  
Draper  
Special Meeting, November 17, 2022

TO: Summit Academy Schools, Inc Governing Board

FROM: Advisory Committee

SUBJECT: Student Dress Code Policy #3205

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**BACKGROUND INFORMATION**

Summit Academy students' general appearance should be neat, clean, and not disruptive to the learning process. Summit Academy Dress Code and Grooming Standards is intended to help promote unity, school pride, and lend itself to a less distracting learning environment. Changes to this policy to make gender natural language and update and add a color to polo and pants.

**CURRENT CONSIDERATIONS**

Please see the attachment for board approval.

**FINANCIAL IMPLICATIONS**

None

**RECOMMENDATIONS:**

It is respectfully requested that the Governing Board approve the Student Dress Code Policy

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**DIRECTOR'S RECOMMENDATION:** Recommended Approval.



## Student Dress Code and Grooming Standards Policy

Policy Number: 3205

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### I. ~~Policy~~ **Purpose**

The Summit Academy Board of Trustees has established general guidelines and standards for student dress and grooming. Student's general appearance should be neat, clean, and not disruptive to the learning process. Students should wear clothing that is appropriately sized and correctly worn.

### II. ~~Purpose~~ **Policy**

~~The purpose of the Summit Academy Dress Code and Grooming Standards is intended to help promote a healthy self-confidence for each student by encouraging a more appropriate dress and less distracting learning environment.~~  
The purpose of the Summit Academy Dress Code and Grooming Standards is intended to help promote **unity and school pride. Additionally, it lends itself to a less distracting learning environment.**

### III. Guidelines

#### ~~Elementary (grades K-5)~~

~~For Boys: Shirts – Solid White or Forest Green (Draper only), Light Blue (Independence only) or Maroon (Bluffdale only) Polo Shirts or Button-down Oxford Shirts (short or long sleeve) Pants and Shorts – Navy 2 Side Pocket Pants or Shorts~~

#### **Shirts – Solid color Polo or Button-down Oxford**

White or Navy	All campuses K-8
Maroon	Bluffdale
Forest Green	Draper
Light Blue	Independence

#### ~~Pants/Shorts/dresses/jumpers/skirts/shorts – Solid color~~

Khaki or Navy	All Campuses K-8
<del>Maroon</del>	<del>Bluffdale</del>
<del>Forest Green</del>	<del>Draper</del>
<del>Light Blue</del>	<del>Independence</del>

#### ~~Dresses/jumper/skirts/shorts~~

Khaki or Navy	All Campuses K-8
Maroon	Bluffdale
Forest Green	Draper
Light Blue	Independence

~~Leggings – Solid color. May be worn as long as a shirts, shorts, or skirt reach mid thigh~~

White, Navy or Black	All Campus K-8
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#### ~~Tights – Solid~~

White, Navy, or Black	All campuses K-8
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Shoes – elementary – closed toe, closed heel (no slippers)

Sweaters/jackets/sweatshirts – if worn inside the school, jackets must be navy, white, black, khaki, gray, or campus specific color. They may be heathered or combination of school colors. No logos larger than the palm of your hand.

*For Girls:* Shirts/Blouses – Solid White or Forest Green Polo (Draper only), Light Blue (Independence only) or Maroon (Bluffdale only) or Button-down Oxford Blouses (short or long sleeve). Pants, Shorts, Skirts, Skorts, or Jumpers – Navy Blue with no more than two side pockets. Leggings in white, black or navy blue are only permitted if worn underneath shorts, skirts or jumper.

*Boys and Girls:* Shoes – Students may wear any closed toe shoe or closed heel athletic shoe with a non-marking sole. Shoes with wheels, lights, or electronics are not permitted. Slippers, sandals, flip flops, or backless shoes may not be worn. Socks – must be worn and should be solid white, navy blue, black, or gray, and not contain any wording. Tights – Girls may wear black, navy, or white tights with skirts, shorts or jumpers. Sweaters/Jackets/Sweatshirts – if worn in the classroom or inside the school, should be solid Navy Blue, White, or Forest Green (Draper only), Light Blue (Independence only), Maroon (Bluffdale only) with or without the Summit Academy Logo, or School approved.

#### **Junior High (grades 6-8)**

*For Boys:* Shirts – Solid Navy, White, or Forest Green (Draper only), Light Blue (Independence only) or Maroon (Bluffdale only) Polo Shirts or Button-down Oxford Shirts (short or long sleeve). Pants and Shorts – Solid Khaki or Navy Blue 2 Side Pocket Pants or Shorts

*For Girls:* Shirts/Blouses – Solid Navy, White, or Forest Green (Draper only), Light Blue (Independence only) or Maroon (Bluffdale only) Polo or Button-down Oxford Blouses (short or long sleeve). Pants, Capris, Shorts, Skirts, Skorts, or Jumpers – Solid Khaki or Navy Blue with no more than 2 Side Pockets. Leggings of any kind are only permitted if worn under skirts, shorts or jumpers. Shoes – Students may wear any shoe with a non-marking sole. Shoes with wheels, lights, or electronics slippers and flip flops, may not be worn. Socks – may be worn and should be of



conservative color and design and not contain any wording. Girls may wear black, navy, or white tights with skirts or shorts.

**General Guidelines:**

*Shirts/Blouses* should fit properly and may not be too small, baggy or torn. Shirts and Blouses should be plain without a printed brand name. Special Items pre-printed or embroidered with the Summit Academy Logo are permitted.

*Shorts, Skorts, Skirts, and Jumpers/Dresses* must be 4 inches above the top of the knee or longer **and should not be athletic wear**. Cargo Pockets on Pants, Capris, and Shorts are not allowed.

*Outerwear*—students may wear appropriate jackets, hats, and gloves of their choosing to and from School. ~~in the winter months.~~

*Sweaters/Jackets/Sweatshirts* if worn in the classroom or inside the school, should be Navy, White, or Forest Green (Draper only), Light Blue (Independence only), Maroon (Bluffdale only) with or without the Summit Academy Logo, or School approved.

*Undershirts*—must be white or a solid color that matches the color of the uniform shirt being worn. T-shirts with logos or lettering are not permitted.

*Spirit Gear*— any officially sponsored Summit Academy shirt, **sweatshirt, hat, beanie etc.** ~~M~~ must be worn with dress code bottoms (~~pants, shorts, skirts, skorts, jumpers, dresses~~).

*Hats*—hats, hoods, beanies, head scarves or bandanas may not be worn in the classroom or in the school buildings during regular school hours. **Hats or any other head covering may not be worn inside the school building unless for a recognized religious purpose. Hooded that are part of any clothing item may not be worn while in the school building.**

*Backpacks/Bags*—bags or backpacks with controversial language, logos, writing or drawings are not permitted.

*Girls Make-up and Accessories*—a modest amount of makeup and accessories, **and piercings** may be worn. **Tattoos are not permitted.** ~~One pair of earrings is allowed. Body piercings, excessive jewelry and tattoos or other markings, temporary or permanent, are not permitted.~~

*Boys Accessories*—one pair of earrings is allowed. ~~Body piercings, excessive jewelry and tattoos or other markings, temporary or permanent, are not permitted.~~

*Hair and Grooming*—hair should be neat, clean, conservatively styled, and appropriate for school. Extreme, bizarre, or distracting hair styles and excessive unnatural colors are not permitted.

Students attending Summit Academy are expected to adhere to the dress code during regular school hours while they are on school property. Students may wear Spirit Gear on Fridays along with dress code bottoms. Violations of the Dress Code Policy are subject to administrative intervention. Violators will be asked to meet dress code standards and/or be sent home if necessary. ~~Any absence related to dress code violations will be treated as an unexcused absence.~~ Repeat and subsequent violations of the Dress Code Policy will result in disciplinary action. ~~suspension.~~



**IV. References**

N/A

**V. Attachments**

N/A

**VI. Revision History and Approval Date**

Version 1: May 2017: Effective

Version 2: August 2017: Updated

Version 3: September 17, 2020: Added Spirit Gear (Summit Academy shirts) to be worn on Fridays.

Version 4: November 17, 2022: Removed gender specific terms, added additional color choice for tops and bottom wear.

SUMMIT ACADEMY SCHOOLS, INC  
Draper  
Special Meeting, November 17, 2022

TO: Summit Academy Schools, Inc Governing Board

FROM: Advisory Committee

SUBJECT: Flexible Grouping Policy #3301

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**BACKGROUND INFORMATION**

Summit Academy has established general guidelines to group students for instruction including whole group and flexible ability group instruction. This policy had updates to format with addition to the definition and some language changes.

**CURRENT CONSIDERATIONS**

Please see the attachment for board approval.

**FINANCIAL IMPLICATIONS**

None

**RECOMMENDATIONS**

It is respectfully requested that the Governing Board approve the Flexible Grouping Policy.

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**DIRECTOR'S RECOMMENDATION:** Recommended Approval.



## Flexible Grouping Policy

Policy Number: 3301

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### I. Policy Purpose

The Summit Academy Board of Trustees has established general guidelines to group students for instruction. Whole group and flexible ability group instruction will be utilized in every classroom to meet student data-driven need.

### II. Definitions

A. Flexible Grouping: Data driven student grouping that is flexible and fluid, based on individual student needs.

### III. Policy

Whole group instruction is designed to expose all students to grade level Utah core standards. ~~critical core concepts. All students will participate in the rigor and high expectations of their particular grade level content.~~

Students who have demonstrated mastery of ~~mastered a core~~ skill at grade level will be given grouped for additional opportunities to enhance those mastered skills. Furthermore, those students that need reteaching or foundational skill building aligned with the targeted skill will also receive additional instructional time strategically designed to achieve mastery.

The use of flexible ability grouping guarantees each student will be granted multiple opportunities for mastery or enhancement of prioritized skills/concepts in connection with the Utah core standards. This grouping will be flexible and fluid to ensure that a student receives instruction in deficit skills or with enhancement of skills in real time.

To implement effective grouping strategies, teachers will:

1. **Teach:** Ensure that all students receive whole group instruction at minimum their assigned grade level for exposure and/or mastery
2. **Assess:** Use formal and informal assessments: formative, summative, and anecdotal, to inform flexible group instructional decisions that are aligned to the Utah core standards.
3. **Reflect:** Meet weekly as professional learning teams to evaluate current on-going student placement utilizing flexible ability grouping
4. Structure Flexible ability groups that provides instruction that ensures growth in real time; skill by skill and student by student.
5. ~~Use formal and informal assessments; formative, summative, and anecdotal, to inform flexible ability group instructional decisions that are aligned to the Utah core standards.~~

### IV. References

N/A

**V. Attachments**

N/A

**VI. Revision History and Approval Date**

Version 1: March 2018: Adopted

Version 2: January 16, 2020: Approval of current regulations and updated format.

Version 3: November 17, 2022: Update format; add Definition

SUMMIT ACADEMY SCHOOLS, INC  
Draper  
Special Meeting, November 17, 2022

TO: Summit Academy Schools, Inc Governing Board

FROM: Brad Wilkinson

SUBJECT: #3501 Parent and Family Engagement Policy

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**BACKGROUND INFORMATION**

Summit Academy and Summit Academy High School regard parental engagement to be vital to the academic success of students.

Changes made to the policy to update language to School Land Trust Committee. This policy corresponds with the DMI, Title I data and will be reviewed yearly to comply with Title I standards.

**CURRENT CONSIDERATIONS**

Please see the attachment for board approval.

**FINANCIAL IMPLICATIONS**

None

**RECOMMENDATIONS**

It is respectfully requested that the Governing Board approve the Parent and Family Engagement Policy.

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**DIRECTOR'S RECOMMENDATION:** Recommended Approval.



## Parent and Family Engagement Policy

### Policy Number: 3501

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#### I. Purpose

Summit Academy and Summit Academy High School regard parental engagement to be vital to the academic success of students. Parents are the initial teachers of their children and serve as partners with the ~~district~~ LEA in helping their children achieve academic success.

Summit Academy will hold an annual Title I meeting detailing the rights of parents to be involved.

#### II. Policy

##### A. Summit Academy will engage parents and family in the development of its Local Education Agency (LEA) plan.

- 1) The LEA will invite parents to participate in the development of the LEA plan. Information, including academic data, State and Federal allocations, personnel, and instructional strategies will be given to parent representatives.
- 2) Parents will review information and give input into the development of the LEA plan.
- 3) The Summit Academy Board will give final approval of the LEA plan.

##### B. Summit Academy will engage parents and family in the process of school review and improvement.

- 1) Share the achievement data from all schools with parents.
- 2) Invite input from parents regarding LEA and school goals throughout the year and in a year-end survey.
- 3) Discuss evidence-based research instructional practices.
- 4) Give direction in securing evidence-based curriculum materials that align with goals.

##### C. Summit Academy will provide coordination and technical assistance to promote quality parental engagement activities.

- 1) LEA leadership will include parental engagement discussions in LEA leadership meetings across departments to maximize coordination and effective use of resources.
- ~~2) Provide annual training to school administrators and teachers on effective parent engagement strategies.~~

##### D. Summit Academy will build the school and parent capacity for strong parental engagement.

- 1) Hold an annual parent meeting to discuss ways to build and implement effective parental engagement strategies.

##### E. Summit Academy will coordinate parental engagement strategies with other programs.



- 1) Representatives from other programs (i.e. Head Start and Special Education) will be encouraged to cosponsor the annual parent engagement seminar with Title I.
  - 2) LEA leaders who have responsibility for overseeing parental engagement activities will meet at least twice a year to discuss plans and coordinate efforts.
- F. Summit Academy will conduct an annual parental engagement evaluation.**
- 1) In the spring, ~~local School Community Councils~~ **School Land Trust Committee** will be given a Title I Parent Engagement Evaluation Form and asked to complete the evaluation and provide input on how the LEA might improve support for parental engagement.
  - 2) At the spring SEP conference, parents will be encouraged to complete a parent engagement survey that will elicit feedback on current activities and request input for future efforts.
  - 3) At the beginning of the new school year, the LEA will provide a summary of the parental engagement survey with its plans to address identified needs and recommendations.
- G. Summit Academy will ensure that Title I schools are engaging parents in a variety of school activities.**
- 1) Require each Title I school to submit an annual report of successful parent engagement activities.
  - 2) In the annual training for administrators and teachers, the LEA will share identified successful parental engagement activities. They will be encouraged to share ideas with SPO Presidents and ~~School Community Councils~~ **Land Trust Committee**.
  - 3) Principals will annually report to the LEA how they used Title I funds to support effective parent engagement strategies.

**III. References**

N/A

**IV. Attachments**

N/A

**V. Revision History and Approval Date**

Version 1: March 2019: Original date of approval.

Version 2: January 16, 2020: Revised with changes including changing ‘district’ to ‘LEA’ and deleting ‘allocating Title I funds to support a half-time parent liaison for each Title I school’.

Version 3: November 17, 2022: Revised to change School Community Council to Land Trust Committee.

SUMMIT ACADEMY SCHOOLS, INC  
Draper  
Board of Trustees Meeting, November 17, 2022

TO: Summit Academy Schools, Inc Governing Board  
FROM: Scott Pettit, Transportation and Safety  
SUBJECT: Threat Policy

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**BACKGROUND INFORMATION**

The current threats policy needs to be rewritten due to the fact that the current policy is outdated and does not meet the current expectations of USBE requirements (R277-400, R277-736).

**CURRENT CONSIDERATIONS**

A new policy has been written based on current practices already in place at both Summit Academy and Summit Academy High School. The proposed policy is based on the foundation of comprehensive school threat assessment guidelines. It also closely matches the model policy published by the USBE.

This policy addresses the procedures to take place when a member of the Summit Academy community makes a threat of violence towards Summit Academy or its interests. In order to address threats appropriately, threats are determined to be transient or substantive, based on the nature, source, and credibility of any threat.

**FINANCIAL IMPLICATIONS**

None.

**RECOMMENDATIONS**

It is respectfully requested that the Governing Board approve the new Threats Policy. Doing so will bring Summit Academy and Summit Academy High School into compliance with USBE policies and current best practices.

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**DIRECTOR'S RECOMMENDATION:** Recommended Approval.



# Threats Policy

Policy Number 5106

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## I. Purpose

This policy’s primary goals are to prevent violence and resolve conflicts or problems that influence threatening behavior. School threat assessment guidelines allow a multi-disciplinary team to distinguish non-serious threats (transient) from serious (substantive) and very serious (substantive) threats and to resolve threats appropriately.

A multi-disciplinary team approach uses an evidence-based school threat assessment process consistent with the following Utah State Board of Education (USBE) rules:

- **R277-400** School Facility Emergency and Safety
- **R277-736** Juvenile Court or Law Enforcement Notice and Information Dissemination

## II. Definitions

A. “Evidence-based” is defined in **Utah Code 53G-18-211** as a program or practice that has:

- a. had multiple randomized control studies or a meta-analysis demonstrating that the program or practice is effective for a specific population;
- b. been rated as effective by a standardized program evaluation tool; or
- c. been approved by the state board.

B. “Multi-disciplinary team” means a group of professionals from multiple disciplines who meet to pursue the common goal of evaluating and triaging the academic, social, emotional, physical, and/or behavioral needs of a student or a group of students; creating individualized strategies and interventions to address the identified needs. This policy uses a multi-disciplinary team named the Threat Assessment Team to complete the threat assessment process.

C. Threat Assessment Team is a multi-disciplinary team that works collaboratively with each other, the school staff, and community agencies (as appropriate) to support the team’s purposes and maintain safety for all students and staff members.

D. “Threat” means an expression of intent to harm someone that is direct, indirect, or implied and may be spoken, written, or expressed in some other way; and is considered a threat regardless of whether it is observed or communicated directly to the target of the threat or observed by or communicated to a third party.

E. “Student Threat Assessment” means a prevention strategy that involves:

1. identifying student threats to commit a hostile or violent act,
2. determining the seriousness of the threat, and



3. developing intervention plans that protect potential victims and address the underlying problem or conflict that stimulated the threatening behavior.

### **III. Threat Assessment Team**

The Summit Academy Threat Assessment Team is a multi-disciplinary team that works collaboratively with each other, the school staff, and community agencies (as appropriate) to support the team's purposes and maintain safety for all students and staff members. The team includes the following individuals:

- School Principal or another designated administrator
- Summit Academy Director of Safety
- Summit Academy counselor, psychologist, or social worker
- General or special education teacher (optional based on the threat)
- Director of Special Education or their designee (optional based on the threat)
- Local law enforcement officer (optional based on the threat)

#### **Roles and Responsibilities**

##### **A. School Principal or Designee**

1. Serves as the designated team leader or assigns another team member to be the leader.
2. Supports and holds team members accountable for roles and responsibilities.
3. Supports parents, teachers, and other staff members regarding the threat assessment process.
4. Oversees the team's documentation of the threat assessment.
5. Ensures that all documentation is consistent with FERPA and Summit Academy policies.

##### **B. Director of Safety**

1. Provides training to the Threat Assessment Team on the process of completing a threat assessment.
2. Supports the school principal throughout the process.
3. Serves as the team leader in the absence of the school principal.
4. Works with the Summit Academy Public Information Officer to draft any communication sent to Summit Academy families or the general public.

##### **C. Counselor, Psychologist, or Social Worker**

1. Considers any mental health issues that may arise.
2. Provides mental health supports based on their credentials.
3. Links the team to community resources to support the parent(s) and student(s)

##### **D. General or Special Education Teacher**

1. Supports the team with understanding academic and social-emotional data and needs.

##### **E. Director of Special Education**

1. Assures that the individual's rights are maintained throughout the process.
2. Interprets any IEP or 504 accommodations of all students involved.



F. Law Enforcement Officer

1. Determines if a threat constitutes a criminal offense.
2. Addresses the threat(s) that require immediate notification to law enforcement agencies.
3. Assists in monitoring and supervising the subject while determining the need for law enforcement action.

**IV. Threat Assessment Process**

All threats should be reported to a responsible administrator as soon as the threat is made, received, or discovered. Students are encouraged to report any threat to a responsible adult who will then report that threat to the administrator. Threats received from anonymous sources or through the SafeUT system will be considered serious until determined otherwise.

When communicating a reported threat, all known details should be included. At a minimum the communication should include:

- The name of the complainant;
- The name of the alleged offender (if known);
- The date and location of the threat(s); and
- A statement describing the details of the threat(s), including names of witnesses (in known).

Once a threat is received, the administrator will promptly investigate and triage the threat by completing the following steps:

**Step 1: EVALUATE THE THREAT**

1. Obtain a specific account of the threat by interviewing the person who made the threat (offender), the recipient of the threat, and other witnesses.
2. Document the exact content of the threat and statements made by each party.
3. Consider the circumstances in which the threat was made and the offender's intentions.
4. Decide if the threat is a threat to self, a threat to others, or both. If it involves both a threat to self and a threat to others, the threat toward others will be considered the priority. Once the threat towards others is deemed transient or has been resolved, the offender will begin the steps to address the threat to themselves.

**Step 2: DECIDE WHETHER THE THREAT IS CLEARLY TRANSIENT OR SUBSTANTIVE**

1. Using the 11 Key Areas on the Threat to Others Assessment, determine if the threat is clearly transient or substantive.
2. Consider the student's age, credibility, and previous behavior history when completing the threat assessment.



To be considered a TRANSIENT THREAT, the threat must be one of the following:

- A non-genuine expression or is intended as a joke or figure of speech.
- A non-sustainable intent to harm or is temporary anger that is resolved.
- A threat that is resolved on the scene or by the administrator.
- A conflict that is resolved and ends with an apology, retraction, or clarification.
- When in doubt, consider the threat to be substantive and assess further.

If a threat is clearly transient:

1. You do not need to assemble the Threat Assessment Team.
2. Respond appropriately considering the nature of the threat. Typical responses for students may include reprimands, parental notification, or other disciplinary action. Students may be required to make amends or work with a school counselor.
3. The incident should be documented and maintained in a student's file, as appropriate.
4. If the threat is considered SUBSTANTIVE or clearly cannot be seen as transient, notify the Threat Assessment Team and invite them to participate in the remaining process and continue on to Step 3.

Step 3: DECIDE WHETHER THE SUBSTANTIVE THREAT IS SERIOUS OR VERY SERIOUS

1. A SUBSTANTIVE THREAT includes one or more of the following:
  - There are specific and plausible details such as a specific victim, time, place, and method.
  - The threat has been repeated or planning has taken place.
  - There has been an effort to recruit accomplices or invite an audience.
  - There is physical evidence of an intent to carry out the threat. (Lists, drawings, written plans, etc.)
  - The student is capable of carrying out the threat.
  - The student has a history of aggressive behavior.
  - Witness accounts of the threat are credible.
2. A SERIOUS THREAT is a threat to assault someone or cause mass destruction.
3. A VERY SERIOUS THREAT involves the use of a weapon or is a threat to kill, rape, or inflict severe injury.

Step 4: RESPOND TO THE THREAT

The goal of the Threat Assessment Team is to eliminate the threat or potential for violence. Additionally, the team should support all students involved by:



- (a) De-escalating and redirecting the student away from plans and thoughts of violence; and
- (b) Supporting the student with skills to engage with others, problem-solve, adapt, and improve coping skills and well-being.

Actions to take for a SERIOUS THREAT

1. Notify the parents of the student who made the threat.
2. Protect and notify the intended victim(s) and the parents of the victims.
3. Caution the student about the consequences of carrying out the threat.
4. Provide direct supervision of the student until parents assume control.
5. Consult with law enforcement, if necessary.
6. Follow discipline procedures, which may involve removing the student from access to other students or the school.
7. Before the student returns to normal school attendance, complete a Corrective Action Plan.
8. Maintain all documentation of the threat assessment and outcomes in the student's file.

Very Serious Threat – In addition to the steps listed for Serious Threat, consider the following:

1. Contact law enforcement and report the threat.
2. Provide direct supervision of the student until parents or law enforcement assume control, which may require restraint and seclusion until help can be provided.
3. Notify the Director of Summit Academy.
4. Notify parents of the need for a mental health assessment. A completed mental health assessment should be required before a student is allowed to return to school.
5. Follow discipline procedures, which should include suspension until the threat is no longer considered serious.

**V. References**

N/A

**VI. Attachments**

Utah Code R277-400

Utah Code R277-736

Utah Code 53G-18-211

- a. Threat to Others Assessment – 11 Key Areas

**VII. Revision History and Approval Date**

Version 1: June 2018: Effective

Version 2: November 17 2022: Policy rewrite to align to State standards

SUMMIT ACADEMY SCHOOLS, INC

Draper

November 17, 2022

TO: Summit Academy Schools, Inc Governing Board

FROM: Brad Wilkinson, Business Administrator

SUBJECT: Preschool Separation Discussion and Action Plan

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**BACKGROUND INFORMATION**

Over the past month The Business Administrator and Preschool Director have met with the state and their team to determine what action steps need to happen for a separation between Summit Academy and Summit Academy Preschool. The (2) entities have met and agreed that there is still a strong desire to ensure the Preschool will still be housed on our (3) campuses and will continue to be a feeder Preschool to our K-8 programs and Community. However, from a organizational and business standpoint, they will be a complete and distinct entity.

**CURRENT CONSIDERATIONS**

To complete the separation, the following need to happen and in this order:

- 1) Determine Name Change (My Summit Adventures)
- 2) Determination of what their Board Structure will be? Current Summit Academy Board, or a new and separate Board of Directors?
  - a. Create Bylaws and Articles of Incorporation
- 3) Send off a 1023 to be granted Tax Exempt Status
- 4) File for a EIN (501 C3)
- 5) Obtain Business Licenses in Draper, and Bluffdale
- 6) Create a Facility and Service Agreement (Attached)
- 7) Establish a new website
  - a. Can have a button that links to their site on Summit's page as long as it is disclosed that they are a separate entity.
- 8) Create new E-Mail addresses
- 9) Set Up through QuickBooks- Their own Payroll Processing and run all financials through this set of books.
- 10) Separate Audits, 941's, Quarterly Reports
- 11) ARP/AFR Not required
- 12) Remove Preschool from FEE schedules

**IMPACT ON STUDENT ACHIEVEMENT**

None

**FINANCIAL IMPLICATIONS**

There will be Facility and Services Agreement (Income to Summit)

There will be Budget revisions to reduce Preschool Income, and Preschool Expenses on Summit's books.

## **RECOMMENDATIONS**

To review and ask any questions. The goal is to discuss options for establishing their Board of Directors.

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## **BUSINESS ADMINISTRATOR'S RECOMMENDATION:**

Informational Discussion

SUMMIT ACADEMY SCHOOLS, INC

Draper

November 17, 2022

TO: Summit Academy Schools, Inc Governing Board

FROM: Brad Wilkinson, Business Administrator

SUBJECT: Fee Schedule addition for the FY23 School Year

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**BACKGROUND INFORMATION**

The Summit Academy (SA) and Summit Academy High School (SAHS) governing board adopts policies and a fee schedule to provide for the orderly establishment and management of a system of reasonable fees; to provide adequate notice to families of fees and fee waiver requirements; to establish a fair and efficient process for granting fee waivers; and to prohibit practices that would exclude students unable to pay fees from participation in school-sponsored activities or create a burden on a student or family as to have a detrimental impact on participation.

**CURRENT CONSIDERATIONS**

Please see the attached fee schedule with the addition of adding Lacrosse for Summit Academy High School. Summit Academy High School was approved by UHSAA to add Lacrosse as a sanctioned Athletic team, therefore we need to add it to the Fee Schedule.

**FINANCIAL IMPLICATIONS**

See Fee Schedule under Lacrosse- Potential for financial implications to SAHS based on Fee Waivers.

**RECOMMENDATIONS**

It is respectfully requested that the Governing Board start the process in meeting 1/2 with discussing the schedule and allowing for public comment.

In the January meeting, we would request that the Governing Board approve the Fee Schedule with the sole adjustment of adding Lacrosse.

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**BUSINESS ADMINISTRATOR'S RECOMMENDATION:**

Discuss item in November's meeting

Approve in January's meeting

# SUMMIT ACADEMY HIGH SCHOOL

## Fee Schedule for 2022-2023

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 \$7,000**

### Fees for Fully or Partially Enrolled Students

**Registration Fee** \$75.00

*Spend Plan: This fee goes to a variety of student events, activities, recognitions, programs and equipment*

### Curricular Fees

**Attendance School** \$5.00

*Spend Plan: After Hour Teacher Wages*

**Graduation Regalia (3rd Party)** \$35.00 and up

*Spend Plan: Cap and Gown, Diploma*

**Honor Cords** \$5.00

**Lagoon Day** discount ticket price

**Schedule Change** \$5.00

**Transcript Fee (First 3 Free)** \$5.00

**Field Trips** \$10.00 - \$20.00

**Credit Recovery (.25 credit)** \$25.00

### Non Curricular Fees

**Parking Permit** \$15.00

### Course Fees

**AP/CE Textbook** \$20.00

**Art/Ceramics/Drawing/Sculpture** \$25.00

*Spend Plan: Clay, glaze, pottery wheels, paint, art paper, sketchbook, drawing supplies, charcoal pencils, brushes, markers*

**Broadcasting/Video Production** \$25.00

*Spend Plan: equipment, computers*

**Choir/Band/Intro to Pop** \$30.00

*Spend Plan: instrument repair and maintenance*

**Digital Design & Social Media Marketing (** \$25.00

*Spend Plan: Lights, cameras, software, textbooks*

**Digital Graphic Arts Intro** \$25.00

*Spend Plan: Lights, cameras, software, textbooks*

**Digital Marketing** \$25.00

*Spend Plan: Lights, cameras, software, textbooks*

**Digital Media 1** \$25.00

*Spend Plan: Lights, cameras, software, textbooks*

**Graphic Design** \$25.00

*Spend Plan: vinyl printers and materials*

**Marketing** \$25.00

*Spend Plan: Lights, cameras, software, textbooks*

**Math Fee** \$25.00

*Spend Plan: Calculators replacement and upkeep, consumable workbook*

**Foods and Nutrition 1** \$25.00

*Spend Plan: Groceries and Equipment*

**PE** \$10.00

*Spend Plan: Equipment upkeep, balls, jump ropes*

**Science Lab** \$20.00

*Spend Plan: Dissections-brain, heart, kidney; lab supplies-gloves, agar, petri dishes*

**Spanish** \$15.00

*Spend Plan: Online licensing, books*

**Sports Med** \$15.00

*Spend Plan: Online resources, tape, wrap*

**Television Broadcast 1** \$25.00

*Spend Plan: Lights, cameras, software, textbooks*

**Theatre Class** \$20.00

*Spend Plan: Paint, building materials, brushes, makeup, scripts*

**Video Productions** \$25.00

*Spend Plan: Lights, cameras, software, textbooks*

**Web Development** \$25.00

*Spend Plan: Lights, cameras, software, textbooks*

### Organization Fees

**HOSA** Participation \$30.00

*Spend Plan: National and State fees and tshirt*

\*\* Spring Leadership \$200.00

*Spend Plan: Conference fee, hotel 1 night*

\*\* Fall Leadership \$40.00

*Spend Plan: Conference fee*

\*\* International Leadership \$1,225.00

*Spend Plan: Conference fee, airfare, hotel- travel- several nights*

**National Honor Society** \$25.00

*Spend Plan: Dues*

**Model UN** \$50.00

*Spend Plan: Admission fee, travel*

**Clubs** \$25.00 - \$50.00

\*\* Travel \$1,250.00

*Spend Plan: hotel, transportation, food*

### Non-waivable Fees (not included in maximum)

**Parking Violation** \$15.00

**Yearbook** \$50.00

**PSAT Test** \$30.00

**Non-waivable Fees (not included in maximum)**

<b>AP Test/per class</b>	\$94.00
<b>Ap Capstone Test</b>	\$144.00
<b>ACT Prep Course</b>	\$100.00

**Extracurricular Activities****Dances**

Single	\$20.00
Double	\$30.00
Prom	\$50.00

**\*Extracurricular Fees****Baseball (participation)** \$150.00*Spend Plan: Coaches, Banquet, Upkeep of equipment*

Tournament/Clinic/Camp \$500.00

*Spend Plan: Admission, Instructor*

Uniform \$150.00

*Spend Plan: Pants, Jersey***\*\* Travel** \$1,250.00*Spend Plan: Hotel, transportation, food*

Spirit Pack (3rd Party) 0 - \$300.00

*Spend Plan: Hoodie, T-shirt, Sweats, Hats, Visors, etc.***Basketball (participation)** \$150.00*Spend Plan: Coaches, Banquet, Upkeep of equipment*

Tournament/Clinic/Camp \$500.00

*Spend Plan: Admission, Instructor*

Uniform \$150.00

*Spend Plan: Practice shorts and jersey, Game shorts and jersey***\*\* Travel** \$1,250.00*Spend Plan: Hotel, transportation, food*

Spirit Pack (3rd Party) 0 - \$300.00

*Spend Plan: Hoodie, T-shirt, Sweats, Hats, Visors, etc.***Cheer (participation)** \$150.00*Spend Plan: Coaches, Banquet, Upkeep of equipment*

Tournament/Clinic/Camp \$500.00

*Spend Plan: Admission, Instructor*

Uniform \$500.00

*Spend Plan: Skirt, top, shoes, bows, pom-poms, sweats***\*\* Travel** \$1,250.00*Spend Plan: Hotel, transportation, food*

Spirit Pack (3rd Party) \$0 - \$300.00

*Spend Plan: Hoodie, T-shirt, Sweats, Hats, Visors, etc.***Drill (participation)** \$150.00*Spend Plan: Coaches, Banquet, Upkeep of equipment*

Tournament/Clinic/Camp \$500.00

*Spend Plan: Admission, Instructor*

Uniform \$650.00

*Spend Plan: Tops, bottoms, shoes, tights, sweats x3 categories***\*\* Travel** \$1,250.00*Spend Plan: Hotel, transportation, food***Tennis (continued)****\*\* Travel** \$1,250.00**Drill (continued)**

Spirit Pack (3rd Party) 0 - \$300.00

*Spend Plan: Hoodie, T-shirt, Sweats, Hats, Visors, etc.***Football (participation)** \$150.00*Spend Plan: Coaches, Banquet, Upkeep of equipment*

Tournament/Clinic/Camp \$500.00

*Spend Plan: Admission, Instructor*

Uniform \$150.00

*Spend Plan: Helmet, shoulder pads, knee pads, mouthpiece, jersey, pants***\*\* Travel** \$1,250.00*Spend Plan: Hotel, transportation, food*

Spirit Pack (3rd Party) 0 - \$300.00

*Spend Plan: Hoodie, T-shirt, Sweats, Hats, Visors, etc.***Girls Softball (participation)** \$150.00*Spend Plan: Coaches, Banquet, Upkeep of equipment*

Tournament/Clinic/Camp \$500.00

*Spend Plan: Admission, Instructor*

Uniform \$150.00

*Spend Plan: Helmet, bat, catchers gear, pants, jersey***\*\* Travel** \$1,250.00*Spend Plan: Hotel, transportation, food*

Spirit Pack (3rd Party) 0 - \$300.00

*Spend Plan: Hoodie, T-shirt, Sweats, Hats, Visors, etc.***Golf (participation)** \$150.00*Spend Plan: Coaches, Banquet, Upkeep of equipment*

Tournament/Clinic/Camp \$500.00

*Spend Plan: Admission, Instructor***\*\* Travel** \$1,250.00*Spend Plan: Hotel, transportation, food*

Spirit Pack (3rd Party) 0 - \$300.00

*Spend Plan: Hoodie, T-shirt, Sweats, Hats, Visors, etc.***Soccer (participation)** \$150.00*Spend Plan: Coaches, Banquet, Upkeep of equipment*

Tournament/Clinic/Camp \$500.00

*Spend Plan: Admission, Instructor*

Uniform \$150.00

*Spend Plan: Shorts, jersey***\*\* Travel** \$1,250.00*Spend Plan: hotel, transportation, food*

Spirit Pack (3rd Party) 0 - \$300.00

*Spend Plan: hoodie, t-shirt, sweats, hats, visors, etc.***Swimming (participation) (3rd Party)** \$150.00**Tennis (participation)** \$150.00*Spend Plan: Coaches, Banquet, Upkeep of equipment*

Tournament/Clinic/Camp \$500.00

*Spend Plan: Admission, Instructor*

Uniform \$100.00

*Spend Plan: Girls: Skirt, shirt; Boys: Shorts, shirt***Locrosse (participation)** \$150.00*Spend Plan: Coaches, Banquet, Upkeep of equipment*

Tournament/Clinic/Camp \$500.00

*Spend Plan: Admission, Instructor*

<i>Spend Plan: Hotel, transportation, food</i>		
Spirit Pack (3rd Party)	0 - \$300.00	
<i>Spend Plan: Hoodie, T-shirt, Sweats, Hats, Visors, etc.</i>		
<b>Track &amp; Field/Cross-Country (participation)</b>	<b>\$150.00</b>	
<i>Spend Plan: Coaches, Banquet, Upkeep of equipment</i>		
Tournament/Clinic/Camp	\$500.00	
<i>Spend Plan: Admission, Instructor</i>		
Uniform	\$200.00	
<i>Spend Plan: Shorts, jersey</i>		
** Travel	\$1,250.00	
<i>Spend Plan: Hotel, transportation, food</i>		
Spirit Pack (3rd Party)	\$0 - \$300.00	
<i>Spend Plan: Hoodie, T-shirt, Sweats, Hats, Visors, etc.</i>		
<b>Volleyball (participation)</b>	<b>\$150.00</b>	
<i>Spend Plan: Coaches, Banquet, Upkeep of equipment</i>		
Tournament/Clinic/Camp	\$500.00	
<i>Spend Plan: Admission, Instructor</i>		
Uniform	\$150.00	
<i>Spend Plan: Shorts, jersey, knee pads</i>		
** Travel	\$1,250.00	
<i>Spend Plan: Hotel, transportation, food</i>		
Spirit Pack (3rd Party)	\$0 - \$300.00	
<i>Spend Plan: Hoodie, T-shirt, Sweats, Hats, Visors, etc.</i>		
<b>Wrestling (participation)</b>	<b>\$150.00</b>	
<i>Spend Plan: Coaches, Banquet, Upkeep of equipment</i>		
Tournament/Clinic/Camp	\$500.00	
<i>Spend Plan: Admission, Instructor</i>		
Uniform	\$100.00	
<i>Spend Plan: Singlet, shorts, shirt, knee pads</i>		
** Travel	\$1,250.00	
<i>Spend Plan: Hotel, transportation, food</i>		
Spirit Pack (3rd Party)	\$0 - \$300.00	
<i>Spend Plan: Hoodie, T-shirt, Sweats, Hats, Visors, etc.</i>		

Uniform	\$150.00
<i>Spend Plan: Shorts, jersey</i>	
** Travel	\$1,250.00
<i>Spend Plan: hotel, transportation, food</i>	
Spirit Pack (3rd Party)	0 - \$300.00
<i>Spend Plan: hoodie, t-shirt, sweats, hats, visors, etc.</i>	

## Co-Curricular Participation fees

### Broadcasting/Video Production

Team Fee	\$100.00
<i>Spend Plan: Advisor, Admission</i>	
Materials	\$50.00
<i>Spend Plan: Cameras, mics, cables computers, broadcast headsets</i>	
Travel	\$1,250.00
<i>Spend Plan: Hotel, transportation, food</i>	

### Choir and Band

Music in the Park Festival	\$95.00
<i>Spend Plan: One day park pass and food (Lagoon)</i>	

### Debate

Team Fee	\$150.00
<i>Spend Plan: Advisor, Admission</i>	
Uniform	\$75.00
** Travel - National Tournament	\$1,500.00
<i>Spend Plan: Hotel, transportation, food</i>	

### Student Council

<i>Spend Plan: Council Sweater</i>	\$100.00 - \$200.00
<i>Spend Plan: Leadership Camp</i>	\$350.00

### Theatre

Club Fee	\$125.00
<i>Spend Plan: Club Sweater/Sweatshirt (member or presidency)</i>	
<i>Thespian Association dues</i>	
Play Productions	\$25.00
<i>Spend Plan: props, costumes etc.</i>	
Utah Theatre Association Clinic	\$100.00
<i>Spend Plan: Clinic Fee</i>	
** Travel	\$1,250.00
<i>Spend Plan: Hotel, transportation, food</i>	

\* FUND RAISING CAN BE APPLIED TOWARDS EXTRA CURRICULAR FEES

\*\* THESE FEES ARE NOT TYPICAL AND REPRESENT A MAXIMUM ALLOWED

# SUMMIT ACADEMY HIGH SCHOOL

## Fee Schedule for SY2021-2022

The fees listed in this fee schedule are the **MAXIMUM** fees allowed for each  
**Maximum aggregate per year for each student is \$7,000**

### **General Fees for Enrolled Students**

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Activity Fee \$20.00

Spend Plan: *Student incentives, Locker upkeep, Assemblies and Dances*

Technology Fee \$70.00

Spend Plan: *Chrome books, iPads, laptops, Infrastructure - maintenance/replacement*