

Jefferson Academy

Board of Directors Meeting



Date: Monday, March 13, 2023

Time: 7:00 PM

Location: 1425 S Angel; Kaysville, UT 84037

Teleconference: <https://us02web.zoom.us/j/6355894949>

It is the desire and mission of this school to have every child be challenged, experience success and master basic skills, grow in academic ability and content knowledge, and develop an understanding and appreciation for our nation's heritage and founding principles.

Jefferson Academy will offer an academically challenging and content-rich history-centered curriculum that incorporates the study of American citizenship. Jefferson Academy will provide an environment in which every student has the opportunity to gain a strong foundation of knowledge in world and American history, classic literature, science, math and fine arts.

AGENDA

CALL TO ORDER

CONSENT ITEMS

- January 25, 2023 Board Meeting Minutes

PUBLIC COMMENT (comments will be limited to three minutes)

MONITORING

- Financial Report
- Director Report
- Policy Governance
 - Ends 1.2. Citizenship
 - Ends 1.3. Moral Excellence
 - Ends 1.4. Principles of Liberty

VOTING ITEMS

- School LAND Trust Plan
- Landscaping Agreement and Rate Sheet
- Painting Expenses
- Leader In Me
- i-Ready Math

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

DISCUSSION

- Parent Involvement

TRAINING

- Financial Procedures

CALENDARING

- Board Meeting April 10, 2023 at 7 PM

CLOSED SESSION

- Closed session to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(1)(a).

ADJOURN

Jefferson Academy Board of Directors Meeting



Date: Wednesday, January 25, 2023

Anchor Location: 1425 S. Angel Street; Kaysville, UT 84037

This meeting was held via teleconference.

Board Members Present: Keith Facer, Natalie Allman, Alana Wilson, Paul Smith, Deb Hansen

Others Present: Nicole Jones, Kara Finley, Dawn Benke

It is the desire and mission of this school to have every child be challenged, experience success and master basic skills, grow in academic ability and content knowledge, and develop an understanding and appreciation for our nation's heritage and founding principles. Jefferson Academy will offer an academically challenging and content-rich history-centered curriculum that incorporates the study of American citizenship. Jefferson Academy will provide an environment in which every student has the opportunity to gain a strong foundation of knowledge in world and American history, classic literature, science, math and fine arts.

MINUTES

CALL TO ORDER

- Keith Facer called the board meeting to order at 11:03 AM.

CONSENT ITEMS

- **January 9, 2023 Board Meeting and Closed Session Minutes**
Keith Facer made a motion to approve the January 9, 2023 Board Meeting and Closed Session Minutes; Alana Wilson seconded. Motion passed; the votes were as follows:
 - Keith Facer – AYE
 - Natalie Allman – AYE
 - Alana Wilson – AYE
 - Paul Smith – AYE
 - Deb Hansen – AYE

VOTING ITEMS

- **Kitchen Equipment**
Nicole Jones discussed the need to replace the reach-in freezer and the funds available in the budget. The potential for additional costs related to installation and delivery were considered but does include white glove delivery service.
Keith Facer made a motion to approve the Bargreen Ellingson kitchen equipment purchase up to \$12,500; Alana Wilson seconded. Motion passed; the votes were as follows:
 - Keith Facer – AYE
 - Natalie Allman – AYE

- *Alana Wilson – AYE*
- *Paul Smith – AYE*
- *Deb Hansen – AYE*

The company will also remove and dispose of the previous kitchen equipment.

CALENDARING

- The next board meeting is scheduled for March 13, 2023 at 7 PM.

ADJOURN

- *Keith Facer made a motion to adjourn the board meeting; Alana Wilson seconded. Motion passed; the votes were as follows:*
 - *Keith Facer – AYE*
 - *Natalie Allman – AYE*
 - *Alana Wilson – AYE*
 - *Paul Smith – AYE*
 - *Deb Hansen – AYE*

Board meeting adjourned at 11:12 AM.

DRAFT

Jefferson Academy Statement of Activities

Created on March 11, 2023
For Prior Month

Jefferson Academy

	Annual June 30, 2023 Budget	Year-to-Date February 28, 2023 Actual	% of Budget
Net Income			
Income			
Revenue From Local Sources	97,438	90,646	93.0 %
Revenue From State Sources	5,106,722	3,563,092	69.8 %
Revenue From Federal Sources	191,086	60,330	31.6 %
Total Income	<u>5,395,246</u>	<u>3,714,068</u>	<u>68.8 %</u>
Expenses			
Instruction/Salaries	2,494,488	1,395,538	55.9 %
Employee Benefits	827,794	328,519	39.7 %
Purchased Prof & Tech Serv	528,999	357,123	67.5 %
Purchased Property Services	210,100	166,255	79.1 %
Other Purchased Services	76,100	67,946	89.3 %
Supplies & Materials	476,209	399,446	83.9 %
Property	20,000	12,013	60.1 %
Debt Services & Miscellaneous	633,000	443,705	70.1 %
Total Expenses	<u>5,266,690</u>	<u>3,170,545</u>	<u>60.2 %</u>
Total Net Income	<u>128,556</u>	<u>543,523</u>	<u>422.8 %</u>

**Jefferson Academy
Statement of Activities
Created on March 11, 2023
For Prior Month**

Jefferson Academy
GENERAL FUND

	Annual June 30, 2023	Year-to-Date	% of Budget
	Budget	Actual	
Net Income			
Income			
Revenue From Local Sources	30,900	30,388	98.3 %
Revenue From State Sources	4,128,672	2,921,551	70.8 %
Total Income	4,159,572	2,951,939	71.0 %
Expenses			
Instruction/Salaries	1,919,639	1,021,145	53.2 %
Employee Benefits	728,985	261,441	35.9 %
Purchased Prof & Tech Serv	348,700	226,726	65.0 %
Purchased Property Services	201,100	158,624	78.9 %
Other Purchased Services	75,499	67,946	90.0 %
Supplies & Materials	105,344	155,883	148.0 %
Property	20,000	0	0.0 %
Debt Services & Miscellaneous	631,750	443,364	70.2 %
Total Expenses	4,031,017	2,335,129	57.9 %
Total Net Income	128,555	616,810	479.8 %

**Jefferson Academy
Statement of Activities
Created on March 11, 2023
For Prior Month**

Jefferson Academy
All Special Education

	Annual June 30, 2023	Year-to-Date	% of Budget
	Budget	Actual	
Net Income			
Income			
Revenue From State Sources	472,869	260,511	55.1 %
Revenue From Federal Sources	108,500	0	0.0 %
Total Income	581,369	260,511	44.8 %
Expenses			
Instruction/Salaries	305,787	171,267	56.0 %
Employee Benefits	70,558	39,741	56.3 %
Purchased Prof & Tech Serv	169,500	121,920	71.9 %
Other Purchased Services	600	0	0.0 %
Supplies & Materials	34,424	27,371	79.5 %
Debt Services & Miscellaneous	500	0	0.0 %
Total Expenses	581,369	360,299	62.0 %
Total Net Income	0	(99,788)	(35,638,439.3) %

**Jefferson Academy
Statement of Activities
Created on March 11, 2023
For Prior Month**

Jefferson Academy
FOOD SERVICE

	Annual June 30, 2023	Year-to-Date	% of Budget
	Budget	Actual	
Net Income			
Income			
Revenue From Local Sources	66,538	60,258	90.6 %
Revenue From State Sources	40,000	20,448	51.1 %
Revenue From Federal Sources	60,000	41,880	69.8 %
Total Income	166,538	122,586	73.6 %
Expenses			
Instruction/Salaries	54,288	38,147	70.3 %
Employee Benefits	5,700	4,659	81.7 %
Purchased Prof & Tech Serv	2,500	(500)	(20.0) %
Purchased Property Services	9,000	7,631	84.8 %
Supplies & Materials	94,300	48,659	51.6 %
Property	0	12,013	0.0 %
Debt Services & Miscellaneous	750	340	45.3 %
Total Expenses	166,538	110,949	66.6 %
Total Net Income	0	11,637	7,273,031.3 %

Jefferson Academy
Statement of Financial Position
Created on March 11, 2023
For Prior Month

	Period Ending 02/28/2023	Period Ending 02/28/2022
	<u>Actual</u>	<u>Actual</u>
Assets & Other Debits		
Current Assets		
Operating Cash	2,500,484	1,860,974
Accounts Receivables	735	16,627
Total Current Assets	<u>2,501,219</u>	<u>1,877,601</u>
Restricted Cash	<u>429,661</u>	<u>0</u>
Net Assets		
Fixed Assets	10,887,167	10,894,054
Depreciation	(2,799,788)	(2,539,775)
Total Net Assets	<u>8,087,379</u>	<u>8,354,279</u>
Total Assets & Other Debits	<u>11,018,259</u>	<u>10,231,880</u>
Liabilities & Fund Equity		
Current Liabilities	37,888	317,112
Long-Term Liabilities	<u>11,326,000</u>	<u>11,514,500</u>
Fund Balance	<u>(889,153)</u>	<u>(1,475,203)</u>
Net Income	<u>543,524</u>	<u>(124,529)</u>
Total Liabilities & Fund Equity	<u>11,018,259</u>	<u>10,231,880</u>

1.0 Ends Policies

Policy Type: Ends

Policy Title: 1.2. Citizenship

Jefferson Academy exhibits superior characteristics of American citizenship.

Adopted: June 23, 2011

Monitoring Method: Internal

Monitoring Frequency: Semi-Annually (October, March)

Policy Type: Ends

Policy Title: 1.3. Moral Excellence

Jefferson Academy exhibits standards of moral excellence.

Adopted: June 23, 2011

Monitoring Method: Internal

Monitoring Frequency: Semi-Annually (October, March)

Policy Type: Ends

Policy Title: 1.4. Principles of Liberty

Jefferson Academy exhibits the principles of liberty, which provide that individuals govern themselves to behave according to their own free will and take responsibility for their actions.

Adopted: June 23, 2011

Monitoring Method: Internal

Monitoring Frequency: Semi-Annually (October, March)

Upcoming School Plan 2023-2024 - Jefferson Academy

The Plan has been submitted by the School and is waiting LEA review.

Goal #1

close

State Goal

close

Students in K-6 will increase in language arts skills including; writing, reading, fluency, phonics, and comprehension skills as measured by the Acadience assessment Fall 2023 as compared in Spring 2024. Spring 2024 RISE scores will increase in mastery as compared to Spring 2023.

Academic Area

close

- Educational Technology/Library/Media
- English/Language Arts

Measurements

[close](#)

All students will be assessed using Acadience Reading in Fall 2023. Students below benchmark will be identified for reading interventions and be progress monitored. All students will be assessed again using Acadience Reading in winter and spring. Students will be assessed in Spring 2023 in RISE. Based on scores from 2023, students will receive reteaching and interventions to increase mastery of language arts material. They will be assessed again on the RISE Spring Summative 2024.

Action Plan Steps and Expenditures

[close](#)

1. All students will take Acadience in Fall 2023. Also, teachers will spend time analyzing RISE 2023 LA data.

2. Students below benchmark on Acadience and those not proficient on RISE Spring 2023 will be identified for reading and language arts interventions.
3. They will be regularly progress monitored using Acadience progress monitoring probes, school CBMs and RISE interims and benchmarks.
4. Students at risk, will have access to reading, writing and academic software to help build language arts skills.
5. Teachers will use software to analyze student data. Funds will be used to purchase software, apps or technology.

Category	Description	Estimated Cost
Technology related supplies < \$5,000 each - devices, computers, E-readers, flash drives, cables, monitor stands	Students at risk, will have access to reading, writing and academic software to help build language arts skills. Teachers will use software to analyze student data. Funds will be used to purchase software, apps or technology.	\$20,000.00
	Total:	\$20,000.00

Digital Citizenship/Safety Principles Component

close

No

Goal #2

close

State Goal

close

Students in K-6 will increase in math problem solving and fact fluency as measured by the Acadience Math assessment from Fall 2023-Spring 2024 to achieve proficiency in grade level math.

Academic Area

close

- Educational Technology/Library/Media
- Mathematics

Measurements

close

All students will take the Acadience Math fall benchmark to establish the fall baselines scores. Teachers will progress monitor

students who are below benchmark. All students will take the winter and spring benchmarks and compare to the fall scores to see an increase.

Action Plan Steps and Expenditures

[close](#)

-
1. Students below benchmark will be progress monitored.
 2. They will also receive interventions with either a classroom teacher or teacher assistant.
 3. Teachers will implement research-based teaching practices in their math instruction and allow opportunities for students to explore and problem solve independently.
 4. Students will use software and technology to improve their math skills.
 5. We will fund an instructional coach, provide professional development and purchase software and computers/tablets.
-

Category	Description	Estimated Cost
Technology related supplies < \$5,000 each - devices, computers, E-readers, flash drives, cables, monitor stands	Students will use software and technology to improve their math skills. We will fund an instructional coach, provide professional development and purchase software and computers/tablets.	\$20,000.00
	Total:	\$20,000.00

Digital Citizenship/Safety Principles Component

close

No

Goal #3

close

State Goal

close

Increase student performance in Science and implement STEM instruction across all grade levels and in a STEM Specials class. Increase student and teacher participation and proficiency in the areas of 3D learning and the new SEed standards by providing

employees with professional development, supplies and resources to implement these in their classrooms.

Academic Area

[close](#)

- Educational Technology/Library/Media
 - Mathematics
 - Science
-

Measurements

[close](#)

Completion of year long professional development and STEM lesson plans for grades K-6. Increase in student Science and Math Rise scores in grades 4-6. Implementation of STEM Special for all grades K-6.

Action Plan Steps and Expenditures

[close](#)

1. Educators will participate in professional development through a STEM specialist at school to improve skills and knowledge.
2. STEM specialist will be retained to run STEM labs, coordinate the STEM lab experiences, implement STEM Specials and provide STEM supplies and materials as needed. Along with educators, the STEM Specialist will be trained to provide engaging, creative and personalized learning experiences to develop understanding and skills needed.
3. Teachers will add to and maintain a log of STEM lessons and experiences tied to the standards.

Category	Description	Estimated Cost
Salaries and Benefits (teachers, aides, specialists, productivity, substitutes)	Educators will participate in professional development through a STEM specialist at school to improve skills and knowledge. STEM specialist will be retained to run STEM labs, coordinate the STEM lab experiences, implement STEM Specials and provide STEM supplies and materials as needed. Along with educators, the STEM Specialist will be trained to provide engaging, creative and personalized learning experiences to develop understanding and skills needed. Teachers will add to and maintain a log of STEM lessons an experiences tied to the standards.	\$9,999.97
Expendable items that are consumed, wornout or lose identity through use (paper, science and art supplies), food for a cooking class, a field trip, or a parent night (consistent with LEA policy)	STEM specialist will be retained to run STEM labs, coordinate the STEM lab experiences, implement STEM Specials and provide STEM supplies and materials as needed. Along with educators, the STEM Specialist will be trained to provide engaging, creative and personalized learning experiences to develop understanding and skills needed.	\$3,000.00
Technology related supplies < \$5,000 each - devices, computers, E-readers, flash drives, cables, monitor stands	STEM specialist will be retained to run STEM labs, coordinate the STEM lab experiences, implement STEM Specials and provide STEM supplies and materials as needed. Along with educators, the STEM Specialist will be trained to provide engaging, creative and personalized learning experiences to develop understanding and skills needed.	\$15,000.00
	Total:	\$27,999.97

Digital Citizenship/Safety Principles Component

close

No

Goal #4

close

State Goal

close

Students will increase their knowledge and skills in academics through technology.

Academic Area

close

- Educational Technology/Library/Media

Measurements

close

Students will increase their knowledge and skills in academics through technology.

Action Plan Steps and Expenditures

close

1. At the beginning of school, all students will be given a pre-survey of their confidence in technology skills.
2. Teachers will implement and embed technology in their classrooms and instruction.
3. School devices will be purchased to work towards providing 1X1 learning for our students.

Digital Citizenship/Safety Principles Component

close

No

Summary of Estimated Expenditures

Category	Estimated Cost (entered by the school)
Expendable items that are consumed, wornout or lose identity through use (paper, science and art supplies), food for a cooking class, a field trip, or a parent night (consistent with LEA policy)	\$3,000.00
Technology related supplies < \$5,000 each - devices, computers, E-readers, flash drives, cables, monitor stands	\$55,000.00
Salaries and Benefits (teachers, aides, specialists, productivity, substitutes)	\$9,999.97
Total:	\$67,999.97

Funding Estimates – Please Update

Estimates	Totals
Carry-over from 2021-2022	\$0.00
Distribution for 2022-2023	\$83,721.13
Total Available Funds for 2022-2023	\$83,721.13
Estimated Funds to be Spent in 2022-2023	\$
	83700
Estimated Carry-over from 2022-2023	\$21.13
Estimated Distribution for 2023-2024	\$85,122.47
Total Available Funds for 2023-2024	\$85,143.60
Summary of Estimated Expenditures for 2023-2024	\$67,999.97
Estimated Carry-over to 2024-2025	\$17,143.63

The Estimated Distribution is subject to change if student enrollment counts change.

Estimated Carry-over

Please explain why the Estimated Carryover to 2024 - 2025 of \$17143.63 is more than the 10 % of the Estimated Distribution for 2023 - 2024 of

\$85122.47.

Funding Changes

There are times when the planned expenditures in the goals of a plan are funded by the LEA, a grant, or another unanticipated funding source leaving additional School LAND Trust funds to implement the goals. How will the council spend the funds to implement the goals in this plan?

We will use the funds to purchase technology hardware or software to support student learning. Additional support through professional development or more coaching.

Publicity

- School marquee
- School newsletter
- School website
- Sticker and stamps that identify purchases made with School LAND Trust funds.

Council Plan Approvals

Number Approved	Number Not Approved	Number Absent	Vote Date
4	0	0	2023-03-10

BACK

Jefferson Academy
Date of Proposal
Tuesday, January 10, 2023
Enter Number of Contract Months Below:
9
Estimator
Jeremy Bailey



LANDSCAPE SERVICE	DESCRIPTION	FREQUENCY	SOLD PRICE
Mowing	Mow/Trim/Edge/Blow	24	\$ 3,283.04
Weeding	WEEDING (Weekly rotational Schedule)	24	\$ 960.00
Flowers	Annual Flowers/Perennial Detail	0	\$ -
Irrigation	Irrigation Checks	7	\$ 525.00
Supervision	Supervision/Weekly Updates	24	\$ 600.00
Cleanups	Spring Cleanup (Before April 1)	1	\$ 461.68
	Fall Cleanup (Before October 31)	1	\$ 692.52
	Leaf Cleanup (Before November 15)	1	\$ 346.26
	Retention Area Mowing	0	\$ -
Planter Beds	Hard Edging (Spring Cleanup)	0	75
	Pre-emergent (After Spring Cleanup)	0	\$ 691.02
	Pruning (May, August)	0	300
	Fertilization (April)	0	\$ -
Trees	Tree limb pruning up to 10' (April)	1	\$ 450.00
Lawn Health	Round 1 Fertilizer/Pre-emergent (Early March)	1	\$ 345.51
	Round 2-4 Fertilizer/Weed Control (Apr, June, Aug)	2	\$ 691.02
	Preventitive Grub Application (April)	0	\$ -
	Aeration (By April 30)	1	\$ 307.79
	Start Up (Early April)	1	\$ 450.00
Irrigation	Shut Down/Blowout (October 15)	1	\$ 600.00
	Irrigation Repairs (Hourly Rate)	0	\$ -
\$9,712.80			Total Weekly and Seasonal Services \$ 10,778.84
			# of Months (March-November) 9
			Monthly Price 1197.648889

Extreme Green		
Qty	price	Total
24	450	10800
	\$55/hr	
	\$55/hr	
1	500	500
2	500	1000
1	500	500
	\$55	
	\$55	
		12800
		9
		1422.222
	\$75/ cubic yard	

Brightview
23967
9
2663

OTHER SERVICES	DESCRIPTION	FREQUENCY	SOLD PRICE
Irrigation	Hourly Rate	1	\$ 75.00
	After Hours Rate	1	\$ 130.00
Enhancements	Flowers	1	\$ 65.00
	Mulch	1	\$ 95.00

Crew General Contractors: \$103,942
Butler General: \$132,000
Wasatch West Contracting: \$149,320

Jefferson Academy is requesting two (2) coats of paint on all walls and ceilings.

The total dollar amount for the areas marked in green, including painting, patching, board and TV removal and replacement, with materials and lifts included in the pricing, is **\$59,800**.

The total dollar amount for the classrooms and areas marked in blue, including patching, painting, board and TV removal and replacement, including materials, is **\$72,200**.

The total for both is **\$132,000**.

One thought would be (and we would be willing to do this) instead of using two (2) coats of paint, we could put one (1) thick coat of paint with a 3/4-inch roller nap and **save the school \$15,000**, for a total cost of **\$117,000**.


If we are awarded this contract, we would like to start the job in the first week of June and will be complete by the 15th of July.

Payment will be made in full after the job is completed and looked over by one of Jefferson Academy's appointed staff.

If the items that the Academy have listed in the IFB are not completed by the school (such as a 6-foot walkway around the walls and all items removed

PRICING FORM

Bidders must complete and sign this pricing form. The Grand Total Amount must include the total anticipated price to be charged by the bidder to complete this project. Bidders may attach separate pricing forms or sheets.

Labor & Materials (Include all applicable categories – e.g., labor, paint, other supplies and materials, etc.)	Dollar Amount	Notes (if applicable)
Labor & Materials TOTAL	\$ 132,000 ⁰⁰ ~	2 coats of paint w/ 1/2" Nyp We can save you \$15,000 ⁰⁰ if you go w/ 1 thick coat of paint w/ a 3/4" Nyp
Other Charges (if any) (Include all applicable categories – e.g., insurances, fees, warranties, misc. costs, etc.)	Dollar Amount	Notes (if applicable)
Other Charges TOTAL	\$ 132,000 ⁰⁰ ~	
GRAND TOTAL	\$ 132,000 ⁰⁰ ~	
Bidder Signature <u></u>		
<input checked="" type="checkbox"/> Check here if bidder has attached separate pricing forms or sheets.		

PRICING FORM

Bidders must complete and sign this pricing form. The Grand Total Amount must include the total anticipated price to be charged by the bidder to complete this project. Bidders may attach separate pricing forms or sheets.

Labor & Materials (Include all applicable categories – e.g., labor, paint, other supplies and materials, etc.)	Dollar Amount	Notes (if applicable)
Joint Sealants	\$ 754.00	
Gypsum Board	\$ 6,285.00	
Painting	\$ 35,318.00	
Furnishings	\$ 5,028.00	
Electrical	\$ 1,257.00	
Labor & Materials TOTAL	\$ 48,642.00	Common Areas

Other Charges (if any) (Include all applicable categories – e.g., insurances, fees, warranties, misc. costs, etc.)	Dollar Amount	Notes (if applicable)
Supervision	\$ 10,241.00	
General Conditions	\$ 7,571.00	
Cleaning	\$ 2,791.00	
Insurance	\$ 300.00	
Other Charges TOTAL	\$ 20,903.00	Common Areas

GRAND TOTAL	\$ 69,545.00	Common Areas
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Bidder Signature _____ 

Check here if bidder has attached separate pricing forms or sheets.

PRICING FORM

Bidders must complete and sign this pricing form. The Grand Total Amount must include the total anticipated price to be charged by the bidder to complete this project. Bidders may attach separate pricing forms or sheets.

Labor & Materials (Include all applicable categories – e.g., labor, paint, other supplies and materials, etc.)	Dollar Amount	Notes (if applicable)
Joint Sealants	\$ 754.00	
Gypsum Board	\$ 6,285.00	
Painting	\$ 47,816.00	
Furnishings	\$ 6,285.00	
Electrical	\$ 2,514.00	
Labor & Materials TOTAL	\$ 63,654.00	Classroom Areas

Other Charges (if any) (Include all applicable categories – e.g., insurances, fees, warranties, misc. costs, etc.)	Dollar Amount	Notes (if applicable)
Supervision	\$ 5,121.00	
General Conditions	\$ 4,138.00	
Cleaning	\$ 6,562.00	
Insurance	\$ 300.00	
Other Charges TOTAL	\$ 16,121.00	Classroom Areas

GRAND TOTAL	\$ 79,775.00	Classroom Areas
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Bidder Signature _____ 

Check here if bidder has attached separate pricing forms or sheets.

LeaderinMe®

Leader in Me® Agreement

This Leader in Me Agreement (“Agreement”) is entered into as of the date given below (the “Effective Date”) by and between Franklin Covey Client Sales, Inc., whose address is 2200 West Parkway Blvd., Salt Lake City, Utah 84119 (“FranklinCovey”), and the following organization (“Client”):

Organization:	Jefferson Academy	Contact Person:	Amelia Hale
Address:	1425 S. Angel Street	Telephone:	8015938200
City, State, Zip:	Kaysville, Utah 84037	Email:	ahale@jeffersonacademy.org

Details of Services and Materials

FranklinCovey shall provide Client the training, coaching, and materials (the “Services”) to be included in the Leader in Me® network of Schools. Details of the Services are described in the following table:

Funding Source	
District / School Investment	\$70,819.89
Kern Family Foundation Grant Award (\$50 per student)*	\$30,000.00

Year 1	Start Date	End Date	Invoice Date	Paid By	Amount	Quantity	Total
Membership							
Annual Membership	3/13/2023	3/12/2024	3/13/2023	School	\$11.00	600	\$6,600.00
							\$6,600.00
Lighthouse Team 1 Workshop							
Consultant Daily Rate	3/13/2023	3/12/2024	3/13/2023	Sponsor	\$3,420.00	1	\$3,420.00
Lighthouse Team Resource Guide			Upon delivery	School	\$38.00	12	\$456.00
Shipping Estimate*			Upon delivery	School			\$54.92
							\$3,930.92
7 Habits and Core 1 (Full Staff)							
Consultant Daily Rate	3/13/2023	3/12/2024	3/13/2023	Sponsor	\$3,420.00	3	\$10,260.00
7 Habits Signature 4.0 Participant Guides			Upon delivery	School	\$94.05	18	\$1,692.90
Core 1 Participant Guides			Upon delivery	School	\$38.00	40	\$1,520.00
Shipping Estimate*			Upon delivery	School			\$211.00
7 Habits Signature 4.0 Participant Guides			Upon delivery	Sponsor	\$94.05	22	\$2,069.10
Shipping Estimate*			Upon delivery	Sponsor			\$570.90
							\$16,323.90
Coaching							
Core 1 Coaching Subscription	3/13/2023	3/12/2024	3/13/2023	School	\$3,420.00	2	\$6,840.00
							\$6,840.00
Materials							
Student Curriculum Companion Level K-8			Upon delivery	School	\$5.99	600	\$3,594.00
The 7 Habits of Highly Effective People Book			Upon delivery	School	\$13.30	1	\$13.30
The 7 Habits of Happy Kids Book			Upon delivery	School	\$9.50	10	\$95.00
My Smile is My Superpower Book			Upon delivery	School	\$14.24	10	\$142.40
The 7 Habits of Happy Kids Poster Set			Upon delivery	School	\$28.50	15	\$427.50
The 7 Habits of Happy Kids Tree Poster			Upon delivery	School	\$10.93	15	\$163.95
The 7 Habits of Happy Kids Puppet Set			Upon delivery	School	\$103.08	1	\$103.08
Shipping Estimate*			Upon delivery	School			\$280.36
							\$4,819.59
				School Investment			\$22,194.41
				Sponsor Investment			\$16,320.00

Year 2	Start Date	End Date	Invoice Date	Paid By	Amount	Quantity	Total
Membership							
Annual Membership	3/13/2024	3/12/2025	3/13/2024	School	\$11.00	600	\$6,600.00
							\$6,600.00
Lighthouse Team 2 Workshop							
Consultant Daily Rate	3/13/2024	3/12/2025	3/13/2024	Sponsor	\$3,420.00	1	\$3,420.00
Lighthouse Team Resource Guide			Upon delivery	School	\$38.00	3	\$114.00
Shipping Estimate*			Upon delivery	School			\$31.80
							\$3,565.80
Core 2 (Full Staff)							
Consultant Daily Rate	3/13/2024	3/12/2025	3/13/2024	Sponsor	\$3,420.00	1	\$3,420.00
Core 2 Participant Guides			Upon delivery	School	\$38.00	40	\$1,520.00
Shipping Estimate*			Upon delivery	School			\$147.42
							\$5,087.42
Coaching							
Core 2 Coaching Subscription	3/13/2024	3/12/2025	3/13/2024	School	\$3,420.00	2	\$6,840.00
							\$6,840.00
Mateirals							
Student Curriculum Companion Level K-8			Upon delivery	School	\$5.99	600	\$3,594.00
Shipping Estimate*			Upon delivery	School			\$245.68
							\$3,839.68
School Investment							\$19,092.90
Sponsor Investment							\$6,840.00

Year 3	Start Date	End Date	Invoice Date	Paid By	Amount	Quantity	Total
Membership							
Annual Membership	3/13/2025	3/12/2026	3/13/2025	School	\$11.00	600	\$6,600.00
							\$6,600.00
Lighthouse Team 3 Workshop							
Consultant Daily Rate	3/13/2025	3/12/2026	3/13/2025	Sponsor	\$3,420.00	1	\$3,420.00
Lighthouse Team Resource Guide			Upon delivery	School	\$38.00	3	\$114.00
Shipping Estimate*			Upon delivery	School			\$31.80
							\$3,565.80
Core 3 (Full Staff)							
Consultant Daily Rate	3/13/2025	3/12/2026	3/13/2025	Sponsor	\$3,420.00	1	\$3,420.00
Core 3 Participant Guides			Upon delivery	School	\$38.00	40	\$1,520.00
Shipping Estimate*			Upon delivery	School			\$147.42
							\$5,087.42
Coaching							
Core 3 Coaching Subscription	3/13/2025	3/12/2026	3/13/2025	School	\$3,420.00	2	\$6,840.00
							\$6,840.00
Mateirals							
Student Curriculum Companion Level K-8			Upon delivery	School	\$5.99	600	\$3,594.00
Shipping Estimate*			Upon delivery	School			\$245.68
							\$3,839.68
School Investment							\$19,092.90
Sponsor Investment							\$6,840.00

Year 4	Start Date	End Date	Invoice Date	Paid By	Amount	Quantity	Total
Membership							
Annual Membership	3/13/2026	3/12/2027	3/13/2026	School	\$11.00	600	\$6,600.00
							\$6,600.00
Mateirals							
Student Curriculum Companion Level K-8			Upon delivery	School	\$5.99	600	\$3,594.00
Shipping Estimate*			Upon delivery	School			\$245.68
							\$3,839.68
School Investment							\$10,439.68
Sponsor Investment							\$0.00

Client may contact FranklinCovey via email or purchase order to purchase additional products and/or services, which shall be subject to the terms and conditions of this Agreement. If Client issues a purchase order and there is any conflict between the purchase order terms and this Agreement, this Agreement shall control. If this Agreement is executed by Client after the Invoice Dates above, FranklinCovey may adjust the Invoice Dates based on the Effective Date. Such change shall not affect the Total Investment.

Client agrees to abide by the Terms and Conditions stated below.

Franklin Covey Client Sales, Inc.

Client

Signature:	_____	Signature:	_____
Printed Name:	<u>Amia Keitt</u>	Printed Name:	_____
Title:	<u>Client Engagement Coordinator</u>	Title:	_____
		Effective Date:	_____

TERMS AND CONDITIONS

Grant of Rights To Portal: FranklinCovey hereby grants Client a limited, non-exclusive, non-transferable, revocable license for Client teachers and/or staff for whom an annual license fee has been paid ("Users") to access the Leader in Me Online portal ("Portal"). Access to the Portal shall be available only to Users. Users will receive a unique registration code from an authorized representative of Client (e.g., Principal) prior to logging into the Portal. Client and Users agree not to make the Portal available in any manner to the general public, non-parties to this Agreement, students, or any other individual who is not a User.

Intellectual Property License: FranklinCovey hereby grants to Client a limited, non-exclusive license (the "License") to use the FC IP (defined below) in connection with the delivery or promotion of FranklinCovey's the Leader in Me® solution within Client's school. For clarity, and by way of example only, the FC IP may be used with lesson plans, bulletin boards, posters, tee shirts, pins, songs, and other similar uses. However, FC IP may not be used with planners/agendas, unless such planners/agendas are purchased through SDI Innovations. Further, Client shall not use a FranklinCovey trademark, such as "The Leader in Me®," in or as a domain name. The License to the FC IP shall not be sublicensed, assigned, or transferred by Client. All works created by Client using the FC IP shall be deemed derivative works ("Derivative Works"), and are owned by FranklinCovey and may be used only pursuant to the License granted herein. "FC IP" shall mean the Leader in Me trademarks and other materials provided to Client by FranklinCovey, including intellectual property associated with The 7 Habits®. Client shall effectively communicate to its staff, employees, teachers, and anyone else who may have access to or receive the FC IP, that such FC IP is copyright- and/or trademark-protected and the proprietary property of FranklinCovey, and that neither Client nor its employees shall modify, reproduce, file share, email, distribute to a third party, or publicly post (Slide Share, YouTube, etc.) the FC IP and any Derivative Works created by Client or its employees except as expressly provided for herein.

Measurable Results Assessment: The Leader in Me process includes a voluntary survey whereby staff, parents, and students are asked questions related to leadership, culture, and academics. An authorized person from Client will be provided a URL link of the survey questions to share with staff, parents, and students. Survey results will be compiled in an aggregate form and shared with third parties, such as donors and sponsors. Survey results may also be used for research.

Leadership Development: Principals Development Track and Lighthouse Coordinator Development Track provide an opportunity for Users to attend professional development. Client is responsible for all travel expenses incurred by Users attending such professional development.

Scheduling a Consultant. Contact FranklinCovey via email preferably thirty (30) days in advance to schedule a FranklinCovey consultant. Once scheduled, the cancellation/rescheduling provisions will apply.

Cancellation/Rescheduling Fees. Fifteen (15) calendar days' notice is required to cancel or reschedule the Services. If Client provides fewer than fifteen days' notice, Client will be billed a cancellation fee of 75% or a rescheduling fee of 25% of the consultant fee to cover costs incurred by FranklinCovey, as well as any travel costs imposed on FranklinCovey as a result of such cancellation or rescheduling. Client will not be assessed a cancellation/rescheduling fee for any Services canceled or rescheduled by FranklinCovey.

Term, Termination, and Events of Termination: The term of this Agreement shall commence on the Effective Date and terminate on the End Date identified in the table above. Either party may terminate this Agreement if the other party materially breaches the Agreement, and such material breach remains uncured after the non-breaching party has provided thirty (30) days' written notice of such breach. Upon termination of this Agreement for any reason, Client shall immediately (i) discontinue all use of the FC IP; and (ii) discontinue all use of Derivative Works.

Payment Terms: Except as provided for in this section, FranklinCovey shall invoice Client for all fees as identified in the table(s) above, which fees are nonrefundable and non-prorateable, including shipping and handling, and sales and use taxes (unless Client submits proof of its tax-exempt status to FranklinCovey). All shipments are FOB Shipping Point. Any fees to be paid by a Kern Family Foundation Grant Award will be applied by FranklinCovey to the amounts owing for materials, professional development, services, or taxes on the same, not to exceed the maximum total amount of the Kern Family

Foundation Grant Award set forth in the Funding Source table above. Client shall be responsible for payment of all remaining fees not covered by a Kern Family Foundation Grant Award. Payment terms are net 30 from the invoice date. Fees are subject to an annual price increase.

Copyright: FranklinCovey owns all intellectual property rights, proprietary rights, and copyrights to all training session concepts and materials including, but not limited to, student and teacher guides, documentation, images, animation, sound, music, and text related to the Leader in Me program. Any unauthorized use, reuse, copying, reproduction, recording, transmittal, modification, or revision of such concepts and materials or any portion thereof is expressly prohibited and shall constitute a breach of this Agreement. The materials provided herein are intended for personal use only by Users to apply the concepts learned within the school, and are not for resale or public display. Nothing in this Agreement implies a license for Client to use the training session concepts and materials outside the scope of this Agreement.

Leader in Me Notifications: FranklinCovey may send to teachers, staff, and employees via email or other means promotional materials, product updates, upcoming events, and other information pertinent to the Leader in Me process. Anyone receiving such information may opt out at any time.

Modification of Agreement: All amendments or modifications to this Agreement must be in writing and signed by the parties hereto. The person executing this Agreement on behalf of Client warrants that he/she is authorized to enter into this Agreement and has authority to bind Client.

Affirmative Action/Equal Opportunity Employer: FranklinCovey complies with the EEO Clause of EO 11246, as amended, and the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A, with respect to affirmative action program and posting requirements.

Force Majeure: Neither Client nor FranklinCovey shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of Client or FranklinCovey.

Entire Agreement: This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. In the event any terms contained in any subsequent purchase order (or similar document) sent or received in connection with this Agreement are inconsistent with the terms of this Agreement, the terms of the Agreement shall prevail.



PO Box 160250 Clearfield, UT 84016
801-773-3200
Fax 801-773-3265
www.mssd.com

DRAFT QUOTE

Bill To: Jefferson Academy Attn: Office 290 N Flint St Kaysville, UT 84037		Ship To: Jefferson Academy Attn: Office 1425 S Angel St Kaysville, UT 84037	
Account Number Date	500225 03/02/2023	Draft Number	88672

Line #	Pub	ISBN-13	Description	Ty	Yr	Qty	Price	Amount
(1)	CUR	978-172806890-9	i-Ready Classroom Math CC K TG w/4Yr OLA	TE	24	3	N/C	0.00
(2)	CUR	978-172806138-2	Ready Classroom Math K Center Library Cards	MS	24	3	N/C	0.00
(3)	CUR	978-172806560-1	i-Ready Classroom Math K Stdnt Wrktx w/Digital Access Pkg 4Yr Subscription	TX	24	100	120.00	12000.00
(4)	CUR	978-172806891-6	i-Ready Classroom Math CC 1 TG w/4Yr OLA	TE	24	4	N/C	0.00
(5)	CUR	978-172806139-9	Ready Classroom Math 1 Center Library Cards	MS	24	4	N/C	0.00
(6)	CUR	978-172806561-8	i-Ready Classroom Math 1 Stdnt Wrktx w/Digital Access Pkg 4Yr Subscription	TX	24	95	120.00	11400.00
(7)	CUR	978-172806892-3	i-Ready Classroom Math CC 2 TG w/4Yr OLA	TE	24	4	N/C	0.00
(8)	CUR	978-172806562-5	i-Ready Classroom Math 2 Stdnt Wrktx w/Digital Access Pkg 4Yr Subscription	TX	24	90	120.00	10800.00
(9)	CUR	978-172806893-0	i-Ready Classroom Math CC 3 TG w/4Yr OLA	TE	24	4	N/C	0.00
(10)	CUR	978-172806563-2	i-Ready Classroom Math 3 Stdnt Wrktx w/Digital Access Pkg 4Yr Subscription	TX	24	90	120.00	10800.00
(11)	CUR	978-172806894-7	i-Ready Classroom Math CC 4 TG w/4Yr OLA	TE	24	4	N/C	0.00
(12)	CUR	978-172806564-9	i-Ready Classroom Math 4 Stdnt Wrktx w/Digital Access Pkg 4Yr Subscription	TX	24	85	120.00	10200.00
(13)	CUR	978-172806895-4	i-Ready Classroom Math CC 5 TG w/4Yr OLA	TE	24	3	N/C	0.00
(14)	CUR	978-172806565-6	i-Ready Classroom Math 5 Stdnt Wrktx w/Digital Access Pkg 4Yr Subscription	TX	24	70	120.00	8400.00
(15)	CUR	978-172806896-1	i-Ready Classroom Math CC 6 TG w/4Yr OLA	TE	24	3	N/C	0.00
(16)	CUR	978-172806566-3	i-Ready Classroom Math 6 Stdnt Wrktx w/Digital Access Pkg 4Yr Subscription	TX	24	55	120.00	6600.00
(17)	CUR	999-000271250-0	iReady Partners Implementation Support Provis/Tech Support/Hosting/Data Mgmt 4Yr	PD	NA	1	N/C	0.00
(18)	CUR	978-149577545-1	Ready Math Discourse Cards	VA	NA	18	N/C	0.00



PO Box 160250 Clearfield, UT 84016
801-773-3200
Fax 801-773-3265
www.mssd.com

DRAFT QUOTE

Bill To: Jefferson Academy Attn: Office 290 N Flint St Kaysville, UT 84037				Ship To: Jefferson Academy Attn: Office 1425 S Angel St Kaysville, UT 84037				
Account Number		500225		Draft Number		88672		
Date		03/02/2023						
Line #	Pub	ISBN-13	Description	Ty	Yr	Qty	Price	Amount

Comments:

Subtotal	70,200.00
Shipping	0.00
Sales Tax	0.00
Estimated Total	\$70,200.00

Prices are set by the publisher and subject to change without notice.
Shipping/Handling, Sales Tax, and any other fees are based on the item total.
All No Charge items are subject to approval.
A convenience fee will be applied to credit card orders.



Significant Risks

Risk of Material Misstatement



Management Override of Controls

- OVERRIDING ESTABLISHED CONTROL PROCEDURES
 - ALWAYS POSSIBLE
 - VARIES FROM ONE BUSINESS TO ANOTHER
 - SIGNIFICANT RISK

Management Override of Controls

SCENARIO

- The school has a purchase that must be made today.
- The total is \$7,421.17
- The PO has been entered and approved by the director.
- Due to the amount, a second approval is required.

THE PROBLEM

- The director cannot make a single purchase or commitment of greater than \$5,000 or up to \$10,000 with the signature of either the Board Chair or Financial Coordinator.
- The board chair AND financial coordinator are out of the country and unable to log in to Intacct.
- Splitting orders to avoid these limits is not acceptable.

Policy Type: Executive Limitations

Policy Title: 2.4. Financial Condition and Activities

With respect to the actual, ongoing financial condition and activities, the Executive Director shall not cause or allow the development of fiscal jeopardy or a material deviation of actual expenditures from Board priorities established in Ends policies.

Accordingly, the Executive Director shall not:

1. Expend more funds than have been received in the fiscal year to date unless the Boards debt guideline is met.
2. Incur debt in an amount greater than can be repaid by certain and otherwise unencumbered revenues within sixty days.
3. Use any long-term capital reserves.
4. Use any rainy-day funds without prior Board approval.
5. Conduct interfund shifting in amounts greater than can be restored to a condition of discrete fund balances by certain, otherwise unencumbered revenues within a reasonable time.
6. Fail to settle payroll and debts in a timely manner.
7. Allow tax payments or other government ordered payments or filings to be overdue or inaccurately filed.
8. Make a single purchase or commitment of greater than \$5,000 or up to \$10,000 with the signature of either the Board Chair or Financial Coordinator. Splitting orders to avoid these limits is not acceptable.
9. Fail to aggressively pursue receivables after a reasonable grace period.
10. Fail to depreciate items consistent with GAAP (Generally Accepted Accounting Practices).
11. Fail to budget and purchase items in a manner consistent with prioritization of Board Ends.

Adopted: June 13, 2013

Revised: January 22, 2018

Revised: October 17, 2022

Monitoring Method: Internal; External

Monitoring Frequency: Monthly; Annually (December)

Management Override of Controls

SCENARIO

- The school has a purchase that must be made today.
- The total is \$7,421.17
- The PO has been entered and approved by the director.
- Due to the amount, a second approval is required.

THE SOLUTION

- Accountant can email a copy of the quote, and a screenshot from Intacct and ask for approval via email.
- The emailed approval can be attached in Intacct as approval, and the approval can be manually overridden.

Policy Type: Executive Limitations

Policy Title: 2.4. Financial Condition and Activities

With respect to the actual, ongoing financial condition and activities, the Executive Director shall not cause or allow the development of fiscal jeopardy or a material deviation of actual expenditures from Board priorities established in Ends policies.

Accordingly, the Executive Director shall not:

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Adopted: June 13, 2013

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Monitoring Method: Internal; External

Monitoring Frequency: Monthly; Annually (December)

Management Override of Controls

THE BENEFIT

- Controls can be overridden

THE DRAWBACK

- Controls can be overridden

MITIGATING FACTORS

- Maintain Skepticism
- Audit Trail
- Documentation attached
- Monthly finance meetings
- Monthly financials
- Segregation of Duties

Revenue Recognition

- Revenue is improperly recognized
- When earned rather than when received
- Varies based on revenue type
- Significant risk

Revenue Recognition

Scenario

- The school spent \$429,173.21 in Covid money in the year
- They did not submit for reimbursement until May 25th
- The year ends June 30th and the reimbursement has not come in yet

The Problem

- The revenue hasn't been received
- Expenses have already been incurred



Revenue Recognition

Scenario

- The school spent \$429,173.21 in Covid money in the year
- They did not submit for reimbursement until May 25th
- The year ends June 30th and the reimbursement has not come in yet

The Solution

- The revenue can be accrued for the current year since it was earned in that year



Revenue Recognition

The Benefit

- Revenues can be recorded before they are received

The Drawback

- Revenues can be recorded before they are received

Mitigating Factors

- Auditors review the documentation
- Allotment memo is compared to Intacct
- Maintain Skepticism
- Audit Trail
- Documentation attached
- Monthly finance meetings
- Monthly financials
- Segregation of Duties

