

## UNOFFICIAL BOARD MINUTES

**Mission Statement:** “We are a community of learners. We will do whatever it takes to learn. We are building a strong foundation by believing we can, working our plan, then feeling the power of success.”

### **George Washington Academy** **Thursday, June 23, 2022** **7:30 p.m.**

### **Board Meeting Minutes**

**Location:** George Washington Academy  
2277 South 3000 East  
St. George, Utah  
Library

The meeting will also be available through Zoom. Anyone interested in participating via Zoom conferencing can email Shannon Greer at [sgreer@gwacademy.org](mailto:sgreer@gwacademy.org) for call-in information.

*There was no training prior to the board meeting*

*The Board meeting convened at 7:30 p.m.*

**Board Welcome:** Kevin Peterson

**Roll Call:** Kevin Peterson

**Prayer:** Jaycee Rogers

**Pledge of Allegiance:** Holly Myers

**Approval of Minutes:** Minutes from the May 19, 2022 Board Meeting

Kevin Peterson made a motion to approve the minutes from the May 19, 2022. April Paxton seconded.

Board Members Present: Kevin Peterson, Jaycee Rogers, Holly Myers. April Paxton and Rachel Stewart attended via Zoom Conference.

Board Members Absent: Shannon Greer, Casey Unrein, Rachel Stewart, April Paxton, Shauna Mahoney.

Others Present: Spencer Adams, Christine Giles, Kim Townes, LaNessa Stevens, Steve Erickson, Chance Manzanares, and Debbie Kuavaka.

**Public Opportunity to Address the Board:** None

**Set time for adjournment: The time set for adjournment was 8:15 p.m.**

**Teacher Representative Report:**

Christine Giles reported that teachers created essential standards for the upcoming year. They then created common formative assessments. Teachers found the process to be very enlightening and helpful. She reported on the leadership retreat where a mission statement was created and then each individual leader created goals. The take-away was that the leadership works together and compliments each other. They each share the same vision and enthusiasm for the school.

**Administration Report:** Chance Manzanares reported that all reports are complete. Blake Clark sent out a Board Update via e-mail.

**Financial Report:** Spencer Adams, business administrator, reported that the financial report is looking good. This month, the finance committee reviewed forecasted numbers and trimmed it up closer to what they thought they would be. Changes are reflected in the report. He commended everyone for an overall great financial year. Holly Myers asked how much was left on the school's bond. Kevin Peterson reported that the bond has two years left and that in September the bond company will come to the board meeting. Kevin Peterson asked about how the teachers received the end of year stipend. It was reported that teachers were very appreciative and they thought the professional development day was helpful in planning the year ahead.

**Committee Reports (3 min each):**

- **Policies Committee** – Nothing to report.
- **Finance Committee** – Nothing to report.
- **Benefits Committee** – Nothing to report.
- **Curriculum Committee** – LaNessa Stevens reported that the curriculum committee decided to not move forward with the piloted science program due to teacher and student feedback. The committee will move forward with the mindset of, "How can we use what we already have to create our own curriculum?"
- **Outreach Committee** – Holly Myers reported that enrollment data looks typical of previous year's waitlists. Kevin Peterson asked about the influx of students in the waitlist for the 6<sup>th</sup> grade. Holly Reported that administration has been working hard to advertise and promote the great things that are happening in the middle school and the waitlist is reflecting their efforts.
- **Technology Committee** – Nothing to report.
- **LAND Trust Committee** – Nothing to report.
- **PTO Committee** – Nothing to report.
- **Board Development Committee** – Nothing to report.
- **Campus Management Committee** – Nothing to report.

**Discussion and/or Action Items:**

- Expenditures over \$5,000
  - Easy Code: \$2,500
  - Easy Tech: \$4,015.

Holly Myers made a motion to approve the learning.com bid for \$6,515.00. Jaycee Rogers seconded. The motion passed unanimously (all present voted in favor: Holly Myers, Kevin Peterson, Jaycee Rogers, April Paxton, and Rachel Stewart).

- 24x60 Flip Table: \$5,815.68

Holly Myers made a motion to approve the KI bid for 24x60 flip tables in the amount of \$5,815.68. April Paxton seconded. Jaycee Rogers asked about the expense and why this particular table was selected due to the cost. Chance Manzanares explained that the tables will be used for alternate testing and for professional developments. The motion passed unanimously (all present voted in favor: Holly Myers, Kevin Peterson, Jaycee Rogers, April Paxton, and Rachel Stewart).

- PowerSchool Enrollment: \$9,373.80

Holly Myers made a motion to approve PowerSchool Enrollment in the amount of \$9,373.80. Jaycee Rogers seconded. Kevin Peterson asked if the school was satisfied with PowerSchool services. The administrative secretary reported that enrollment system works really well and is well received. The motion passed unanimously (all present voted in favor: Holly Myers, Kevin Peterson, Jaycee Rogers, April Paxton, and Rachel Stewart).

- PowerSchool Hosting Maintenance Support: \$10,808.31

Holly Myers made a motion to approve PowerSchool Hosting Maintenance Support for the 22-23 School Year in the amount of \$10,808.31. Jaycee Rogers seconded. The motion passed unanimously (all present voted in favor: Holly Myers, Kevin Peterson, Jaycee Rogers, April Paxton, and Rachel Stewart).

- FY23 Initial Budget:

Spencer Adams, business administrator, explained the FY23 initial budget and salary schedule. The salary schedule changes are preparation for the future so that they don't have to be re-visited later on. Holly Myers asked Kevin Peterson about any concerns he had from a finance committee perspective. Kevin said insurances (all insurances, including computer, building, health, etc.) and the projected parking lot. Holly Myers asked about how inflation impacts the budget for the upcoming year. Kevin reported that school lunch will be the biggest concern. He reported that free and reduced lunch will no longer continue. Holly questioned about consumables and teacher budgets. Kevin reported that teachers will have an increase in classroom supply budgets. Holly Myers made a motion to approve the FY23 initial budget as outlined in the board packet. April Paxton seconded. The motion passed unanimously (all present voted in favor: Holly Myers, Kevin Peterson, Jaycee Rogers, April Paxton, and Rachel Stewart).

- FY22 Final Budget:

April Paxton made a motion to approve the FY22 Final Budget as presented in the board packet. Holly Myers seconded. The motion passed unanimously (all present voted in favor: Holly Myers, Kevin Peterson, Jaycee Rogers, April Paxton, and Rachel Stewart).

- FY23 Salary Schedule Changes:

Holly Myers made a motion in the FY23 Salary Schedule Changes as outlined in the board packet. Jaycee Rogers seconded. The motion passed unanimously (all present

voted in favor: Holly Myers, Kevin Peterson, Jaycee Rogers, April Paxton, and Rachel Stewart). Kevin Peterson reported that wages were adjusted to be more competitive.

- **Fraud Risk Assessment (Informational):** Kevin Peterson noted that the Fraud Risk Assessment is filled out by the school.
- **University of Utah Tier I Text Training**  
Holly Myers made a motion to approve the University of Utah Tier I Text Training in the amount of \$13,000. Jaycee Rogers seconded. Kevin Peterson asked what budget line item this professional development will come out of line item 330. Chance Manzanares explained that this professional development will certify the fourth grade teachers. The motion passed unanimously (all present voted in favor: Holly Myers, Kevin Peterson, Jaycee Rogers, April Paxton, and Rachel Stewart).
- **Engineering Bid:**  
April Paxton made a motion to accept the engineering bid as outlined in the board packet for \$12,495.00 Holly Paxton seconded. The motion passed unanimously (all present voted in favor: Holly Myers, Kevin Peterson, Jaycee Rogers, April Paxton, and Rachel Stewart).
- **Annual Approval of School Counseling Program:**  
Jaycee Rogers made a motion to approve the school counseling program as outlined in the board packet. Holly Myers seconded. The motion passed unanimously (all present voted in favor: Holly Myers, Kevin Peterson, Jaycee Rogers, April Paxton, and Rachel Stewart).
- **2022-2023 Early Learning Plan:**  
Holly Myers made a motion to approve the 2022-2023 Early Learning Plan as outlined in the board packet. Jaycee Rogers seconded. Chance Manzanares reported that money from this learning plan provides funding for the K-3 aides and reading specialist positions. He reported that the goals are lofty but achievable. The 8% increase was a recommendation from the state. Holly Myers asked what happens if the goal isn't achieved. The instructional coach said that if you don't meet the goal for two or three consecutive years then the state puts the school on a "watch." The motion passed unanimously (all present voted in favor: Holly Myers, Kevin Peterson, Jaycee Rogers, April Paxton, and Rachel Stewart).
- **Appoint Board Chair:** Amanda Mortenson was sworn on to the board.

**Closed Meeting** – *none*

**Reconvene** — The board reconvened at 8:44 p.m.

**Next Meeting:** The next regular Board Meeting will be held on July 28th at 7:30pm.

**Adjournment**



# Financial Summary

as of June 30, 2022

100% through the Year

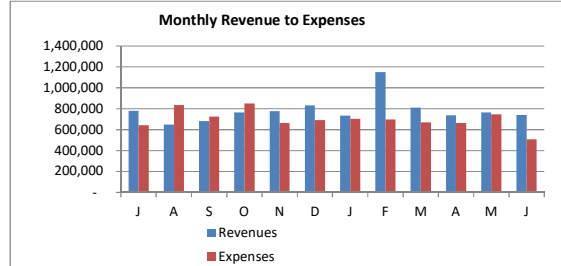
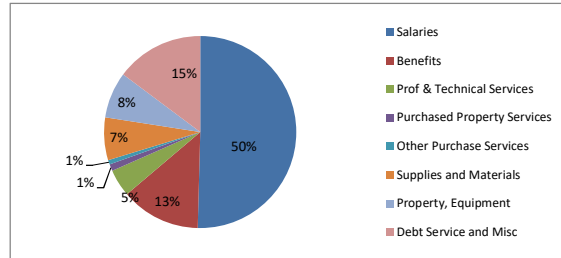
## BUDGET REPORT

Green - more than 5% ahead of forecast  
 Yellow - within 5% of forecast  
 Red - more than 5% behind forecast

	Year-to Date Actuals	Approved Budget	Forecast	% of Forecast
Enrollment	1013	1010	1017	
<b>Revenue</b>				
1000 Local	\$ 103,667	\$ 107,220	\$ 98,483	105%
3000 State	\$ 8,237,032	\$ 7,885,494	\$ 8,271,763	100%
4000 Federal	\$ 1,064,397	\$ 482,520	\$ 1,334,895	80%
<b>Total Revenue</b>	\$ 9,405,096	\$ 8,475,234	\$ 9,705,141	97%
<b>Expenses</b>				
100 Salaries	\$ 4,306,631	\$ 4,217,184	\$ 4,544,854	95%
200 Benefits	\$ 1,162,814	\$ 1,299,753	\$ 1,205,231	96%
300 Prof & Technical Services	\$ 377,178	\$ 393,079	\$ 414,449	91%
400 Purchased Property Services	\$ 75,421	\$ 69,380	\$ 103,600	73%
500 Other Purchase Services	\$ 53,108	\$ 53,100	\$ 64,839	82%
600 Supplies and Materials	\$ 586,089	\$ 497,536	\$ 650,435	90%
700 Property, Equipment	\$ 639,513	\$ 315,000	\$ 701,579	91%
800 Debt Service and Misc	\$ 1,328,640	\$ 1,329,713	\$ 1,329,713	100%
<b>Total Expenses</b>	\$ 8,529,394	\$ 8,174,744	\$ 9,014,700	95%
<b>Net Income from Operations</b>	\$ 875,702	\$ 300,489	\$ 690,441	127%

Operating Margin **9.3%** **3.5%** **7.1%**

## EXPENSES

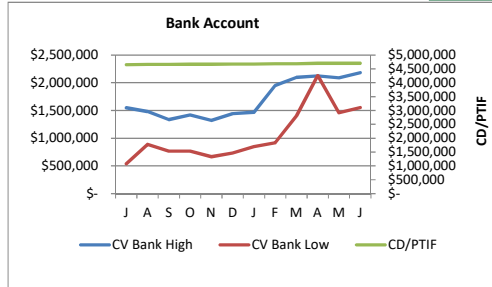


## RATIOS

	Actual	Goal	Covenant	Prior Mth Change
Operating Margin	7.1%	5%		0.0%
Debt Service Coverage	1.54	1.25	1.05	0.00
Days Cash on Hand	279	130	30	4
Building Payment %	14.2%	< 22%		0.0%

## CASH

Month Ending Cash Balance	\$ 6,887,360	Includes \$1,249,291 CD
Days Cash on Hand	279	\$3,455,361 PTIF



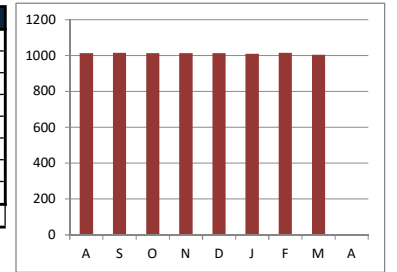
## RESERVES

	Actual Ytd	Forecast
Last Year Reserve Balance	\$ 4,966,037	\$ 4,966,037
Reserves Added this Year	\$ 875,702	\$ 690,441
Project 1	\$ -	\$ -
<b>New Reserve Balance</b>	\$ 5,841,739	\$ 5,656,478

## ENROLLMENT

	A	S	O	N	D	J	F	M	A
K	137	140	138	139	140	137	140	140	
1	136	137	140	140	138	136	137	135	
2	136	135	134	135	135	138	140	138	
3	132	132	130	129	129	130	129	128	
4	130	130	130	130	129	131	132	130	
5	134	133	134	133	134	135	135	134	
6	107	107	107	107	107	104	103	102	
7	101	101	100	101	102	100	100	98	
<b>Total</b>	1013	1015	1013	1014	1014	1011	1016	1005	0

WPU 873.01



Created by Red Apple



# Budget Detail Report

Actuals as of: **June 30, 2022**

Percentage of Year: 100%



	(1011 Students) FY21 Actuals	(1013 Students) Current Yr's Actuals	(1010 Students) Approved Budget	Changes	(1017 Students) Forecast	% of Forecast
<b>Revenue</b>						
<b>1000 Revenue From Local Sources</b>						
1510 Interest	\$ 42,831	\$ 35,163	\$ 45,000	\$ (11,500)	\$ 33,500	105.0%
1600 Food Services	\$ 83,722	\$ 33,672	\$ 40,000	\$ (10,000)	\$ 30,000	112.2%
1741 Student Activities and Fees	\$ 17,152	\$ 8,329	\$ 6,000	\$ -	\$ 6,000	138.8%
1741 Textbook and Library Fees	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
1920 Donations	\$ 13,290	\$ 11,079	\$ 6,349	\$ 5,000	\$ 11,349	97.6%
1920 Field Fund Donations	\$ 61,866	\$ -	\$ -	\$ -	\$ -	0.0%
1920 Leadership Flags	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
1920 GWA Gives Back	\$ 2,014	\$ 5,009	\$ -	\$ 5,000	\$ 5,000	100.2%
1920 Background Checks	\$ 1,164	\$ 1,496	\$ 931	\$ 669	\$ 1,600	93.5%
1920 Staff Lounge	\$ 3,041	\$ 2,723	\$ 4,500	\$ -	\$ 4,500	60.5%
1920 Principal Discretionary	\$ -	\$ 162	\$ 500	\$ -	\$ 500	32.4%
1920 Dixie Direct Fundraiser	\$ -	\$ -	\$ -	\$ -	\$ -	-
1930 Sales of Assets	\$ 620	\$ 6,034	\$ 3,940	\$ 2,094	\$ 6,034	100.0%
1990 Miscellaneous Income	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
<b>Total 1000:</b>	<b>\$ 225,700</b>	<b>\$ 103,667</b>	<b>\$ 107,220</b>	<b>\$ (8,737)</b>	<b>\$ 98,483</b>	<b>105.3%</b>
<b>3000 Revenue From State Sources MSP</b>						
30-3005 Regular School Program K	\$ 263,961	\$ 277,873	\$ -	\$ 277,873	\$ 277,873	100.0%
30-3010 Regular School Program 1-12	\$ 2,865,100	\$ 3,030,397	\$ 3,309,434	\$ (297,522)	\$ 3,011,912	100.6%
30-3020 Professional Staff	\$ 219,461	\$ 241,375	\$ 219,244	\$ 11,429	\$ 230,673	104.6%
Special Ed Deferred Revenue	\$ 787,406	\$ -	\$ -	\$ -	\$ -	0.0%
31-1205 Sped Educ Reg Add-On W/PUS	\$ 372,913	\$ 331,357	\$ 372,386	\$ (13,726)	\$ 358,660	92.4%
31-1210 Sped Educ Reg Self Contained	\$ 31,025	\$ 28,625	\$ 31,025	\$ (3)	\$ 31,022	92.3%
31-1220 Sped Educ Extended Year Program	\$ 3,331	\$ 3,737	\$ 3,331	\$ (1,072)	\$ 2,259	165.4%
31-1225 Sped Educ State Programs	\$ 5,557	\$ 5,997	\$ 5,557	\$ 440	\$ 5,997	100.0%
31-1278 Sped Educ Stipends Extended Year	\$ 2,912	\$ 1,904	\$ 448	\$ 1,456	\$ 1,904	100.0%
31-5201 Class Size Reduction K-8	\$ 328,411	\$ 351,803	\$ 328,086	\$ 23,717	\$ 351,803	100.0%
31-5344 Enhancement for At-Risk Student	\$ 40,663	\$ 64,658	\$ 40,623	\$ 24,035	\$ 64,658	100.0%
31-5901 Career and Tech Ed Dist. Add-On	\$ 8,749	\$ 5,668	\$ 5,568	\$ 429	\$ 5,997	94.5%
31-5903 CTE Comprehensive Counseling	\$ -	\$ 18,333	\$ -	\$ 20,000	\$ 20,000	91.7%
32-0500 Charter School Admin- Costs Base Funding	\$ 15,000	\$ 96,528	\$ 15,000	\$ 81,528	\$ 96,528	100.0%
32-5619 Charter School Local Replacement	\$ 2,590,182	\$ 2,746,917	\$ 2,728,010	\$ 18,907	\$ 2,746,917	100.0%
32-5658 Supp Educ COVID 19	\$ 130,940	\$ -	\$ -	\$ -	\$ -	0.0%
33-5331 Gifted and Talented	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
33-5641 Early Intervention - OEK	\$ 75,000	\$ 152,652	\$ -	\$ 152,652	\$ 152,652	100.0%
33-5805 Early Literacy	\$ 36,810	\$ 51,450	\$ 36,327	\$ 15,123	\$ 51,450	100.0%
34-5642 Elementary School Counselor Grant	\$ -	\$ 50,000	\$ 25,000	\$ 25,000	\$ 50,000	100.0%
34-5807 Teacher Salary Supplement Program	\$ 6,397	\$ -	\$ -	\$ -	\$ -	0.0%
34-5868 Teacher Supplies and Materials	\$ 7,815	\$ 7,415	\$ 7,815	\$ (400)	\$ 7,415	100.0%
34-5876 Educator Salary Adjustment	\$ 252,237	\$ 248,457	\$ 252,237	\$ (3,780)	\$ 248,457	100.0%
34-5911 ELL Software	\$ 7,800	\$ -	\$ -	\$ -	\$ -	0.0%
35-5420 School Land Trust Program	\$ 134,040	\$ 134,357	\$ 136,473	\$ (2,116)	\$ 134,357	100.0%
35-5655 Digital Teaching & Learning	\$ 42,622	\$ 62,886	\$ 57,870	\$ 5,016	\$ 62,886	100.0%
35-5678 TSSA	\$ 135,571	\$ 165,244	\$ 135,571	\$ 30,844	\$ 166,415	99.3%
35-5679 School Based Mental Health Grant	\$ 56,155	\$ 13,039	\$ 55,749	\$ (898)	\$ 54,851	23.8%
35-5680 UCCRC - Utah College and Career Counseling	\$ -	\$ -	\$ 20,000	\$ (20,000)	\$ -	#DIV/0!
35-5810 Library Books & Elective Resources	\$ 1,064	\$ 1,067	\$ 1,062	\$ 5	\$ 1,067	100.0%
Library ARPA Physical Collection Grant	\$ -	\$ 2,000	\$ -	\$ 2,000	\$ 2,000	100.0%
Children & Teen Enhancement Grant	\$ -	\$ 3,000	\$ -	\$ 3,000	\$ 3,000	100.0%
38-5672 Substance Prevention	\$ -	\$ 2,333	\$ -	\$ 2,333	\$ 2,333	100.0%
38-5674 Elementary Suicide Prevention	\$ 1,566	\$ 1,000	\$ 1,066	\$ -	\$ 1,066	93.8%
38-8070 School Lunch (Liquor Tax)	\$ 122,058	\$ 110,419	\$ 70,000	\$ 30,000	\$ 100,000	110.4%
19-5601 Beverly Taylor Sorenson Grant	\$ 24,269	\$ 26,541	\$ 27,611	\$ -	\$ 27,611	96.1%
<b>Total 3000:</b>	<b>\$ 8,569,015</b>	<b>\$ 8,237,032</b>	<b>\$ 7,885,494</b>	<b>\$ 386,269</b>	<b>\$ 8,271,763</b>	<b>99.6%</b>
<b>4000 Revenue From Federal Sources</b>						
42-7210 ESSER CARES	\$ 56,316	\$ -	\$ -	\$ -	\$ -	0.0%
42-7215 ESSER II CARES	\$ 130,770	\$ -	\$ 67,576	\$ -	\$ 67,576	0.0%
42-7220 GEERS	\$ 19,130	\$ -	\$ -	\$ -	\$ -	0.0%
42-7225 ESSER III ARP	\$ -	\$ 414,364	\$ -	\$ 427,603	\$ 427,603	96.9%
45-7280 Corona Relief Grant	\$ 24,899	\$ -	\$ -	\$ -	\$ -	0.0%
45-7522 IDEA Pre-School	\$ 2,061	\$ -	\$ 1,853	\$ 735	\$ 2,588	0.0%
45-7524 IDEA Flow-Through	\$ 133,727	\$ -	\$ 70,697	\$ 70,764	\$ 141,461	0.0%
45-8075 National School Lunch Program	\$ 45,546	\$ 46,614	\$ 30,000	\$ 12,000	\$ 42,000	111.0%
45-8075 Free & Reduced Reimbursement	\$ 305,213	\$ 545,496	\$ 230,000	\$ 280,000	\$ 510,000	107.0%
45-8075 School Breakfast Program	\$ 20,595	\$ 57,387	\$ -	\$ 54,000	\$ 54,000	106.3%
45-8081 Emergency Operating Funds	\$ -	\$ 536	\$ -	\$ 536	\$ 536	100.0%
47-7290 CARES UEN WIFI	\$ 29,285	\$ -	\$ -	\$ -	\$ -	0.0%
48-7801 Federal Title I A	\$ 75,479	\$ -	\$ 68,791	\$ 6,737	\$ 75,528	0.0%
48-7860 Federal NCLB Title II A	\$ 13,603	\$ -	\$ 13,603	\$ -	\$ 13,603	0.0%
<b>Total 4000:</b>	<b>\$ 856,624</b>	<b>\$ 1,064,397</b>	<b>\$ 482,520</b>	<b>\$ 852,375</b>	<b>\$ 1,334,895</b>	<b>79.7%</b>
<b>Total Revenue:</b>	<b>\$ 9,651,339</b>	<b>\$ 9,405,096</b>	<b>\$ 8,475,234</b>	<b>\$ 1,229,907</b>	<b>\$ 9,705,141</b>	<b>96.9%</b>



	(1011 Students)	(1013 Students)	(1010 Students)	(1017 Students)		
	FY21 Actuals	Current Yr's Actuals	Approved Budget	Changes	Forecast	% of Forecast
<b>Expenses</b>						
<b>100 Salaries</b>						
121.2 Administration	\$ 330,247	\$ 347,699	\$ 354,391	\$ -	\$354,391	98.1%
131 Teachers	\$ 2,410,978	\$ 2,464,672	\$ 2,523,083	\$ (19,490)	\$2,503,593	98.4%
131 Special Education Salaries	\$ 169,607	\$ 210,985	\$ 212,809	\$3,578	\$216,387	97.5%
132 Substitute Teachers (PTO Stipend)	\$ 29,845	\$ 8,326	\$ 30,000	\$ -	\$ 30,000	27.8%
132 SpEd Substitutes	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000	0.0%
131 Stipends / Merit Pay	\$ 176,124	\$ 79,686	\$ 55,000	\$ 4,436	\$ 59,436	134.1%
Summer Study Hall Stipend				\$ 27,000	\$ 27,000	0.0%
LAND TRUST - Stipends	\$ 11,950	\$ -	\$ -	\$ -	\$ -	0.0%
Special Education Stipends (After School)	\$ 27,333	\$ 43,904	\$ -	\$ 47,120	\$ 47,120	93.2%
COVID 19 Stipend	\$ 117,088	\$ -	\$ -	\$ -	\$ -	0.0%
ESSER II - Stipends	\$ -	\$ 3,000	\$ 12,000	\$ -	\$ 12,000	25.0%
ESSER III - After School Stipends	\$ -	\$ 58,250	\$ -	\$ 54,000	\$ 54,000	107.9%
142 Counselor	\$ 87,983	\$ 146,369	\$ 155,126	\$ -	\$155,126	94.4%
UCCRSC	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
143 School Nurse	\$ 2,439	\$ 2,719	\$ 2,891	\$ 27	\$2,918	93.2%
145 Librarian / Literacy Aide	\$ 11,008	\$ 12,483	\$ 13,692	\$ 214	\$13,906	89.8%
152 Secretaries	\$ 79,252	\$ 110,432	\$ 83,979	\$ 28,377	\$112,356	98.3%
161 Teacher Aides, Reading Specialists & Subs	\$ 264,113	\$ 288,575	\$ 248,301	\$ 88,160	\$336,461	85.8%
161 LAND TRUST - ELL Aide/Student Support Para	\$ 19,653	\$ 30,935	\$ 40,860	\$ -	\$ 40,860	75.7%
161 SpEd Aides & Speech Therapist	\$ 116,434	\$ 127,283	\$ 108,237	\$ 74,515	\$182,752	69.6%
162 Computer Aides	\$ 29,843	\$ 36,595	\$ 39,035	\$ 611	\$39,646	92.3%
182 Custodial & Maintenance	\$ 109,798	\$ 110,465	\$ 114,153	\$ 961	\$115,114	96.0%
191 Lunch Room Aide	\$ 189,317	\$ 224,253	\$ 218,626	\$ 18,161	\$236,787	94.7%
<b>Total 100:</b>	<b>\$ 4,183,012</b>	<b>\$ 4,306,631</b>	<b>\$ 4,217,184</b>	<b>\$ 327,670</b>	<b>\$ 4,544,854</b>	<b>94.8%</b>
<b>200 Employee Benefits</b>						
220 Social Security	\$ 241,366	\$ 275,786	\$ 294,546	\$ 5,454	\$ 300,000	91.9%
LAND TRUST - BENEFITS	\$ 2,418	\$ 2,453	\$ 3,126	\$ -	\$ 3,126	78.5%
SpEd Social Security	\$ 21,351	\$ 24,726	\$ 24,943	\$ -	\$ 24,943	99.1%
COVID 19 Stipend	\$ 8,957	\$ -	\$ -	\$ -	\$ -	0.0%
230 Retirement	\$ 191,662	\$ 197,493	\$ 192,500	\$ -	\$ 192,500	102.6%
240 Group Insurance	\$ 598,606	\$ 625,985	\$ 742,059	\$ (102,059)	\$ 640,000	97.8%
240 Deductible Stipend	\$ 11,524	\$ 15,868	\$ 15,000	\$ -	\$ 15,000	105.8%
270 Worker's Compensation Fund	\$ 13,181	\$ 15,225	\$ 14,341	\$ 2,084	\$ 16,425	92.7%
280 Unemployment Insurance	\$ 5,976	\$ 5,278	\$ 13,238	\$ -	\$ 13,238	39.9%
<b>Total 200:</b>	<b>\$ 1,095,041</b>	<b>\$ 1,162,814</b>	<b>\$ 1,299,753</b>	<b>\$ (94,521)</b>	<b>\$ 1,205,231</b>	<b>96.5%</b>
<b>300 Purchased Professional &amp; Technical</b>						
320 Special Education Contractors	\$ 100,651	\$ 100,505	\$ 120,610	\$ -	\$ 120,610	83.3%
320 Counseling Services - (FY20 LCSW-Mental Health)	\$ 9,300	\$ -	\$ -	\$ -	\$ -	0.0%
330 Employee Training & Development	\$ 26,477	\$ 25,139	\$ 20,000	\$ 10,000	\$ 30,000	83.8%
LAND TRUST - Training & Development	\$ 2,578	\$ 16,000	\$ 24,000	\$ (8,000)	\$ 16,000	100.0%
SpEd Training & Development	\$ 9,582	\$ 1,800	\$ -	\$ 1,800	\$ 1,800	100.0%
330 SEDC Services	\$ 3,891	\$ -	\$ 3,891	\$ -	\$ 3,891	0.0%
340 Audit	\$ 11,350	\$ 22,070	\$ 5,000	\$ 17,070	\$ 22,070	100.0%
345 Business Manager Services	\$ 76,800	\$ 76,800	\$ 76,800	\$ -	\$ 76,800	100.0%
349 Legal Services	\$ 670	\$ 1,638	\$ 15,000	\$ (7,500)	\$ 7,500	21.8%
350 Technical Services (IT)	\$ 64,212	\$ 98,144	\$ 99,278	\$ -	\$ 99,278	98.9%
580 Admin & Teacher Travel	\$ 5,762	\$ 18,461	\$ 22,500	\$ (2,621)	\$ 19,879	92.9%
LAND TRUST - Travel	\$ 1,923	\$ 14,000	\$ 6,000	\$ 8,000	\$ 14,000	100.0%
SpEd - Travel	\$ -	\$ 2,621	\$ -	\$ 2,621	\$ 2,621	100.0%
<b>Total 300:</b>	<b>\$ 313,196</b>	<b>\$ 377,178</b>	<b>\$ 393,079</b>	<b>\$ 21,370</b>	<b>\$ 414,449</b>	<b>91.0%</b>
<b>400 Purchased Property Services</b>						
411 Water/Sewage	\$ 10,936	\$ 10,597	\$ 12,000	\$ -	\$ 12,000	88.3%
412 Disposal Services	\$ 8,000	\$ 11,222	\$ 8,000	\$ 3,600	\$ 11,600	96.7%
420 Cleaning Services	\$ 2,838	\$ 2,684	\$ 4,000	\$ -	\$ 4,000	67.1%
431 Lawn Care Services	\$ 11,925	\$ 10,700	\$ 16,500	\$ (4,500)	\$ 12,000	89.2%
431 Non-Technology Repairs & Maintenance	\$ 17,931	\$ 31,073	\$ 15,880	\$ 35,120	\$ 51,000	60.9%
432 Copy Machine Servicing	\$ 9,636	\$ 9,145	\$ 13,000	\$ -	\$ 13,000	70.3%
<b>Total 400:</b>	<b>\$ 61,266</b>	<b>\$ 75,421</b>	<b>\$ 69,380</b>	<b>\$ 34,220</b>	<b>\$ 103,600</b>	<b>72.8%</b>
<b>500 Other Purchased Services</b>						
522 Property & Liability Insurance	\$ 34,834	\$ 42,668	\$ 32,100	\$ 13,200	\$ 45,300	94.2%
530 Telephone	\$ 9,841	\$ 1,273	\$ 9,000	\$ 1,039	\$ 10,039	12.7%
540 Marketing	\$ 6,095	\$ 9,067	\$ 9,000	\$ -	\$ 9,000	100.7%
590 Field Trips / Bus Rental	\$ -	\$ 100	\$ 3,000	\$ (2,500)	\$ 500	20.0%
<b>Total 500:</b>	<b>\$ 50,770</b>	<b>\$ 53,108</b>	<b>\$ 53,100</b>	<b>\$ 11,739</b>	<b>\$ 64,839</b>	<b>81.9%</b>



	(1011 Students) FY21 Actuals	(1013 Students) Current Yr's Actuals	(1010 Students) Approved Budget	Changes	(1017 Students) Forecast	% of Forecast
<b>600 Supplies and Materials</b>						
610a Classroom Supplies	\$ 48,468	\$ 47,964	\$ 40,000	\$ 20,000	\$ 60,000	79.9%
LAND TRUST - STEM Supplies	\$ 3,648	\$ 3,227	\$ 12,000		\$ 12,000	26.9%
LAND TRUST - ESL Supplies	\$ 328	\$ -	\$ -		\$ -	0.0%
610b Special Ed Supplies	\$ 30,051	\$ 7,296	\$ 2,357	\$ 7,643	\$ 10,000	73.0%
610c Theatre Supplies	\$ -	\$ 3,284	\$ 4,000		\$ 4,000	82.1%
610d CCA Expenses	\$ 3,486	\$ 5,960	\$ 5,179	\$ -	\$ 5,179	115.1%
610e Student Activity Supplies / Incentives	\$ 12,956	\$ 9,645	\$ 13,000	\$ 5,000	\$ 18,000	53.6%
UCCRSC	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Special Ed Incentives	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
610f Board Expenses/meals	\$ 6,091	\$ 3,333	\$ 7,000	\$ -	\$ 7,000	47.6%
610g Office Supplies/General	\$ 27,813	\$ 24,428	\$ 20,000	\$ 8,000	\$ 28,000	87.2%
610h Safety Supplies	\$ 1,742	\$ 2,221	\$ 3,000	\$ -	\$ 3,000	74.0%
610i GWA Gives Back	\$ 165	\$ 5,096	\$ -	\$ 5,000	\$ 5,000	101.9%
610j First Aid Supplies	\$ 1,259	\$ 398	\$ 1,000	\$ -	\$ 1,000	39.8%
610k Principal Discretionary Fund	\$ 8,000	\$ 9,687	\$ 10,000	\$ -	\$ 10,000	96.9%
610l Leadership Flags	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
610m Staff Lounge	\$ 4,612	\$ 5,570	\$ 4,000	\$ 1,570	\$ 5,570	100.0%
610n Swag Store	\$ -	\$ 4,821	\$ 8,000	\$ -	\$ 8,000	60.3%
610o Christmas Party	\$ -	\$ 4,018	\$ -	\$ 4,018	\$ 4,018	100.0%
610p Health and Wellness	\$ -	\$ 1,793	\$ -	\$ 2,000	\$ 2,000	89.7%
621 Natural Gas	\$ 7,969	\$ 10,144	\$ 7,500	\$ 2,644	\$ 10,144	100.0%
622 Electricity	\$ 37,889	\$ 40,467	\$ 40,000	\$ -	\$ 40,000	101.2%
630 School Lunch Prgm	\$ 163,767	\$ 208,598	\$ 150,000	\$ 60,000	\$ 210,000	99.3%
641 Textbooks/Curriculum	\$ 213,598	\$ 77,533	\$ 82,500	\$ -	\$ 82,500	94.0%
UCCRSC	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
644 Library Books	\$ 3,726	\$ 9,567	\$ 5,000	\$ 5,000	\$ 10,000	95.7%
670 Educational Software	\$ 10,659	\$ 21,761	\$ 22,000	\$ -	\$ 22,000	98.9%
LAND TRUST - Educational Software	\$ 16,388	\$ 14,501	\$ 16,000	\$ (1,499)	\$ 14,501	100.0%
SpEd - Educational Software	\$ 5,752	\$ 939	\$ 5,000	\$ (1,600)	\$ 3,400	27.6%
ESSER III - Educational Software	\$ -	\$ 29,360	\$ -	\$ 30,000	\$ 30,000	97.9%
680 Maintenance Supplies & Material	\$ 40,909	\$ 29,355	\$ 40,000	\$ -	\$ 40,000	73.4%
ESSER III - Maintenance Supplies	\$ -	\$ 5,123	\$ -	\$ 5,123	\$ 5,123	100.0%
<b>Total 600:</b>	<b>\$ 649,276</b>	<b>\$ 586,089</b>	<b>\$ 497,536</b>	<b>\$ 152,899</b>	<b>\$ 650,435</b>	<b>90.1%</b>
<b>700 Property</b>						
710 Land and Site Improvements & Building	\$ 25,438	\$ 30,461	\$ 25,000	\$ 16,000	\$ 41,000	74.3%
733 Furniture and Fixtures	\$ 8,086	\$ 15,649	\$ 16,000	\$ -	\$ 16,000	97.8%
SpEd - Furniture and Fixtures	\$ 4,204	\$ -	\$ -	\$ -	\$ -	0.0%
734 Technology Hardware	\$ 52,839	\$ 19,393	\$ 25,000	\$ (10,000)	\$ 15,000	129.3%
LAND TRUST - Hardware	\$ 33,063	\$ 50,403	\$ 57,700	\$ (5,000)	\$ 52,700	95.6%
SpEd - Tech Hardware	\$ 52,071	\$ 4,485	\$ -	\$ 5,500	\$ 5,500	81.5%
ESSER III - Tech Hardware	\$ -	\$ 332,124	\$ -	\$ 338,480	\$ 338,480	98.1%
736 Technology Software	\$ 34,334	\$ 46,451	\$ 35,000	\$ 10,000	\$ 45,000	103.2%
LAND TRUST - Software	\$ 995	\$ 7,712	\$ 1,300	\$ 6,499	\$ 7,799	98.9%
SpEd - Software	\$ -	\$ 1,600	\$ -	\$ 1,600	\$ 1,600	100.0%
739 Kitchen Equipment	\$ 6,614	\$ 4,168	\$ 5,000	\$ 23,500	\$ 28,500	14.6%
790 Cap Ex Fund	\$ 185,581	\$ 127,067	\$ 150,000	\$ -	\$ 150,000	84.7%
<b>Total 700:</b>	<b>\$ 403,225</b>	<b>\$ 639,513</b>	<b>\$ 315,000</b>	<b>\$ 386,579</b>	<b>\$ 701,579</b>	<b>91.2%</b>
<b>800 Debt Service &amp; Miscellaneous</b>						
810 Dues and Fees	\$ 13,619	\$ 11,058	\$ 15,000	\$ -	\$ 15,000	73.7%
830 Bond Restricted Assets (Interest)	\$ 559,913	\$ 559,912	\$ 530,913	\$ -	\$ 530,913	105.5%
840 Bond Restricted Assets (Principal)	\$ 725,000	\$ 725,000	\$ 750,000	\$ -	\$ 750,000	96.7%
833 Bond Fees	\$ 6,000	\$ 32,670	\$ 33,800	\$ -	\$ 33,800	96.7%
890 Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
<b>Total 800:</b>	<b>\$ 1,304,532</b>	<b>\$ 1,328,640</b>	<b>\$ 1,329,713</b>	<b>\$ -</b>	<b>\$ 1,329,713</b>	<b>99.9%</b>
<b>Total Expenses:</b>	<b>\$ 8,060,318</b>	<b>\$ 8,529,394</b>	<b>\$ 8,174,744</b>	<b>\$ 839,956</b>	<b>\$ 9,014,700</b>	<b>94.6%</b>
<b>Net Income:</b>	<b>\$ 1,591,021</b>	<b>\$ 875,702</b>	<b>\$ 300,489</b>	<b>\$ 389,952</b>	<b>\$ 690,441</b>	<b>126.8%</b>
		<b>Goal for Unrestricted Net Income:</b>			<b>\$ 250,000</b>	
		<b>Unrestricted Net Income:</b>			<b>\$ 447,843</b>	
		<b>Restricted Net Income:</b>			<b>\$ 242,598</b>	
<b>Cap Ex Fund:</b>		<b>At year end:</b>	<b>\$ 145,469</b>	<b>Use: \$114,982</b>	<b>At year end:</b>	<b>\$ 168,402</b>
<b>(Unrestricted over \$350,000) Special Project Fund:</b>		<b>Beg. Of Year</b>	<b>\$ -</b>		<b>At year end:</b>	<b>\$ 97,843</b>
<b>Fund Reserve:</b>	<b>\$ 4,966,037</b>	<b>\$ 5,841,739</b>	<b>\$ 5,266,526</b>		<b>\$ 5,413,880</b>	





## PROPOSAL FOR BOARD ACTION-(1 of 2)

**Proposal Title:** Updated/Revised Standard Independent Contractor Agreement

**Submitted by:** Mireille Evans, Special Education Administrative Assistant

**Sponsoring Committee:** n/a

Please briefly describe: (1) the situation giving rise to the proposal, (2) the background behind the proposal, (3) your assessment of the situation/background, and (4) your recommendation to the Board.

### **Situation:**

The Independent Contractor Agreement standard form has been revised/updated to include Board suggestions. The changes are highlighted.

The revised version has been shared with Erin Preston, Education Attorney at Utah Education Law for review.

### **Background:**

This generic Independent Contractor Agreement form was last reviewed and approved by the Board on 2/28/2013. During the February 2022 Board meeting it was recommended to include severability and confidentiality language on the standard agreement document.

### **Assessment:**

n/a

### **Recommendation:**

It is the recommendation of the Special Education Department to approve the revised Independent Contractor Agreement document as written, pending Erin Preston's review and approval with no material changes in the terms of the Agreement.

Please submit this form with all accompanying paperwork to the Board Secretary, Jaycee Rogers, at [jjrogers@gwacademy.org](mailto:jjrogers@gwacademy.org) by the 15<sup>th</sup> day of the month of the Board meeting.

**GWA INDEPENDENT CONTRACTOR AGREEMENT**

(pending approval)

THIS INDEPENDENT CONTRACTOR AGREEMENT ("***this Agreement***") is entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between: George Washington Academy, a Utah non-profit corporation ("**GWA**"), and \_\_\_\_\_ ("**Contractor**").

**RECITALS**

WHEREAS, Contractor has experience as a \_\_\_\_\_, and has the necessary training, equipment, and supplies to perform the services set forth in this Agreement; and

WHEREAS, Contractor desires to contract with GWA and GWA desires to contract with Contractor to provide such services, on the terms, covenants, and conditions hereafter set forth.

**AGREEMENT**

1. **Scope of Work.** GWA has hired Contractor to provide the following services:

---

Contractor will provide these services on an as needed basis and only when GWA calls and requests such services, or as otherwise agreed by the parties. Contractor agrees to be reasonably available to GWA for this purpose.

2. **Term of Agreement.** The term of this Agreement and the performance of services hereunder shall commence on the date signed, and will continue as long as GWA retains the services and talents of Contractor.

2.1. GWA shall have the right to immediately terminate this Agreement upon GWA's determination that it no longer requires the services of Contractor or Contractor has failed to perform the services required hereunder in accordance with the terms of the Agreement. Such termination shall be accomplished by delivery of written notice of termination ("**Notice of Termination**") to Contractor. Unless otherwise indicated in the Notice of Termination, such termination shall be effective immediately upon delivery of the Notice of Termination to Contractor. For purposes hereof, the Notice of Termination shall be deemed delivered (a) upon transmission by GWA to Contractor at the e-mail address set forth below if delivery is by e-mail; (b) at the time of personal delivery, if delivery is in person; (c) one (1) business day after deposit with an express overnight courier for United States deliveries, or two (2) business days after such deposit for deliveries outside of the United States, with proof of delivery from the courier requested;

or (d) three (3) business days after deposit in the United States mail by certified mail (return receipt requested) for United States deliveries when addressed to Contractor at the address set forth below or at such other address as Contractor may designate by giving ten (10) days' advance written notice to GWA.

2.2. Contractor may terminate this Agreement upon 10 days written notice to GWA, at the address provided below.

Upon termination of this Agreement as set forth herein, all rights and obligations of the parties hereunder shall cease.

3. Compensation. Compensation shall be at a rate of \_\_\_\_\_ and is based solely on work that is performed pursuant to the terms of this contract, properly recorded, and invoiced.

4. Payment Terms. Contractor will invoice GWA within \_\_\_ days of providing services and shall include with the invoice such documentation as GWA may require substantiating the compensation requested.

5. Relationship of Parties. In all matters relating to this Agreement, Contractor is not an employee of GWA but is engaged as an independent contractor in a professional capacity. As such, Contractor is not entitled to any of the employee benefits provided by GWA to its employees, nor is Contractor eligible for unemployment benefits or workers compensation. Furthermore, GWA is not responsible to pay any income taxes, unemployment taxes, Social Security taxes or any other taxes to any government agency in relation to the services provided hereunder.

5.1. Contractor agrees to indemnify and hold harmless GWA from any and all claims or suits related to any of the matters set forth in this section 5.

5.2. No agent, employee or servant or one party shall be or be deemed to be the employee, agent, or servant of the other.

5.3. Contractor shall be solely and entirely responsible for its acts, damages, losses, and/or injuries, and for the acts, damages, losses, and/or injuries of its agents, employees, servants, and subcontractors in connection with the performance of this Agreement.

5.4. Neither party shall act on behalf of or represent directly or by implication as having authority to act on behalf of the other party, except as specifically set forth in this Agreement.

6. Insurance. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Agreement, insurance that is standard in Contractor's industry. This coverage may be written in combination with commercial general liability insurance maintained by Contractor (with separate limits). Limits of coverage per accident or occurrence shall not be less than \$ 1,000,000 per incident, and \$3,000,000 annually.

7. Background Check. Contractor shall submit to and pay for a current criminal background check and provide the results of the same to GWA. Contractors who work directly with students and/or who may have unsupervised access to children may be subject to a higher level background check prior to beginning work.

8. Confidentiality. Contractor has, or will have, access to certain Confidential Information. Confidential information refers to all information about a student including personal and family information, social, behavioral, and psychological information, academic performance and progress, and program goals. Contractor shall only use the Confidential Information to render services to GWA. Contractor will take reasonable measures to ensure that any Confidential Information received will be safeguarded so as to protect against intentional or accidental disclosure to any third-party to gain unauthorized access to such information.

9. Interpretation. The parties agree that this Agreement is the product of negotiation, and expressly waive the rule of interpretation of a writing against the drafter.

10. Indemnity. Contractor agrees to indemnify and hold GWA harmless from any and all claims, judgments, costs, suits, debts or liabilities, including attorney fees, resulting from Contractor's performance or failure to perform any activities hereunder or in relation to this Agreement or from violation of any federal or state laws or regulations.. In addition thereto, Contractor shall defend and hold GWA harmless from any workmen's compensation claim or unemployment insurance claim made by Contractor, its officers, directors, employees, agents and servants or made on Contractor's behalf.

11. Non-Assignment. Contractor may not assign this Agreement without GWA's written consent.

12. Default; Attorney Fees and Costs. Should any party default in any of the covenants or agreements herein contained, that defaulting party shall pay all costs and expenses, including a reasonable attorney fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law or in defending in any such action, as applicable, whether such remedy is pursued by filing suit or otherwise.

13. No Waiver. The failure of any party hereto to exercise any right, power, or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a

waiver by such party of its right to exercise any such or other right, power, or remedy or to demand such compliance.

14. Severability. If any provisions of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. Notices. All notices or communications to be given under this Agreement shall be given in writing and either personally delivered or deposited in the mail to the address shown below of the party entitled to receive notice, postage prepaid, registered or certified, or e-mailed to Contractor at the e-mail address listed below. The e-mail address or address of either party may be changed by written notice to the other party.

16. Entire Agreement. This written document contains the entire understanding and agreement of the parties on the subject matter set forth herein, and supersedes any prior agreement relating to these matters. No promises or inducements have been made other than those reflected herein, and no party is relying on any statement or representation by any person except those set forth herein, including without limitation oral or written summaries of this Agreement. All negotiations, understandings, representations and preliminary agreements are merged herein. This Agreement supersedes and replaces all previous agreements entered into by the parties. The parties intend this document to be the final and exclusive expression of their agreement.

17. Modification. This Agreement may not be modified, amended or revoked unless in writing signed by all the parties hereto.

18. Governing Law, Jurisdiction, and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to the principles of conflicts of law thereof. Any action brought to enforce or interpret any provision of this Agreement or that otherwise arises under this Agreement shall be brought in the Fifth Judicial District Court for Washington County, State of Utah.

19. Binding Effect. This Agreement shall apply to, inure to the benefit of and bind all parties hereto, their permitted assigns, heirs, personal representatives and other successors.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

**George Washington Academy  
a Utah non-profit corporation**

**Contractor**

Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Address:  
2277 South 3000 East  
St. George, UT 84790

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_



## PROPOSAL FOR BOARD ACTION - (2 of 2)

**Proposal Title:** Special Education Contractor Agreements for School Year 2022-2023

**Submitted by:** Mireille Evans

**Sponsoring Committee:** n/a

Please briefly describe: (1) the situation giving rise to the proposal, (2) the background behind the proposal, (3) your assessment of the situation/background, and (4) your recommendation to the Board.

### **Situation:**

Renewal of the following contracted service provider agreements:

- Speech Language Pathologist (Intermountain Speech Pathology Services)
- Occupational Therapist (Team Therapy, LLC)
- Physical Therapist (Mountain Land Rehabilitation, Inc.)
- Psychologist (Ryan Houston, Ph.D.)

There are no changes to the Scope of Work or Compensation approved for the last school year in the proposed agreements.

### **Background:**

All of the above listed contractors provided necessary Special Education services during the 2021-2022 school year. The attached agreements are in need of renewal for services to continue in the 2022-2023 school year.

### **Assessment:**

n/a

### **Recommendation:**

It is the recommendation of the Special Education Department to renew all of the attached Independent Contractor Agreements as written for continued services... pending Board approval of the updated/revised standard form.

Please submit this form with all accompanying paperwork to the Board Secretary, Jaycee Rogers, at [jrogers@gwacademy.org](mailto:jrogers@gwacademy.org) by the 15<sup>th</sup> day of the month of the Board meeting.

## GWA INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("**this Agreement**") is entered into effective the 1st day of August, 2022 by and between: George Washington Academy, a Utah non-profit corporation ("**GWA**"), and **Intermountain Speech Pathology Services** ("**Contractor**").

### RECITALS

WHEREAS, Contractor has experience as a **Speech Language Pathologist**, and has the necessary training, equipment, and supplies to perform the services set forth in this Agreement; and

WHEREAS, Contractor desires to contract with GWA and GWA desires to contract with Contractor to provide such services, on the terms, covenants, and conditions hereafter set forth.

### AGREEMENT

1. Scope of Work. GWA has hired Contractor to provide the following services: **All needs related to speech/communication as related service within GWA.** Contractor will provide these services on an as needed basis and only when GWA calls and requests such services, or as otherwise agreed by the parties. Contractor agrees to be reasonably available to GWA for this purpose.

2. Term of Agreement. The term of this Agreement and the performance of services hereunder shall commence on the date signed, and will continue as long as GWA retains the services and talents of Contractor.

2.1. GWA shall have the right to immediately terminate this Agreement upon GWA's determination that it no longer requires the services of Contractor or Contractor has failed to perform the services required hereunder in accordance with the terms of the Agreement. Such termination shall be accomplished by delivery of written notice of termination ("Notice of Termination") to Contractor. Unless otherwise indicated in the Notice of Termination, such termination shall be effective immediately upon delivery of the Notice of Termination to Contractor. For purposes hereof, the Notice of Termination shall be deemed delivered (a) upon transmission by GWA to Contractor at the e-mail address set forth below if delivery is by e-mail; (b) at the time of personal delivery, if delivery is in person; (c) one (1) business day after deposit with an express overnight courier for United States deliveries, or two (2) business days after such deposit for deliveries outside of the United States, with proof of delivery from the courier requested;



or (d) three (3) business days after deposit in the United States mail by certified mail (return receipt requested) for United States deliveries when addressed to Contractor at the address set forth below or at such other address as Contractor may designate by giving ten (10) days' advance written notice to GWA.

2.2. Contractor may terminate this Agreement upon 10 days written notice to GWA, at the address provided below.

Upon termination of this Agreement as set forth herein, all rights and obligations of the parties hereunder shall cease.

3. Compensation. Compensation shall be at a rate of **\$65 per hour for SLP, \$45 per hour for SLT** and is based solely on work that is performed pursuant to the terms of this contract, properly recorded, and invoiced.

4. Payment Terms. Contractor will invoice GWA within **14 days** of providing services and shall include with the invoice such documentation as GWA may require substantiating the compensation requested.

5. Relationship of Parties. In all matters relating to this Agreement, Contractor is not an employee of GWA but is engaged as an independent contractor in a professional capacity. As such, Contractor is not entitled to any of the employee benefits provided by GWA to its employees, nor is Contractor eligible for unemployment benefits or workers compensation. Furthermore, GWA is not responsible to pay any income taxes, unemployment taxes, Social Security taxes or any other taxes to any government agency in relation to the services provided hereunder.

5.1. Contractor agrees to indemnify and hold harmless GWA from any and all claims or suits related to any of the matters set forth in this section 5.

5.2. No agent, employee or servant of one party shall be or be deemed to be the employee, agent, or servant of the other.

5.3. Contractor shall be solely and entirely responsible for its acts, damages, losses, and/or injuries, and for the acts, damages, losses, and/or injuries of its agents, employees, servants, and subcontractors in connection with the performance of this Agreement.

5.4. Neither party shall act on behalf of or represent directly or by implication as having authority to act on behalf of the other party, except as specifically set forth in this Agreement.

6. Insurance. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Agreement, insurance that is standard in Contractor's industry. This coverage may be written in combination with commercial general liability insurance maintained by Contractor (with separate limits). Limits of coverage per accident or occurrence shall not be less than \$ 1,000,000 per incident, and \$3,000,000 annually.

7. Background Check. Contractor shall submit to and pay for a current criminal background check and provide the results of the same to GWA. Contractors who work directly with students and/or who may have unsupervised access to children may be subject to a higher level background check prior to beginning work.

8. Confidentiality. Contractor has, or will have, access to certain Confidential Information. Confidential information refers to all information about a student including personal and family information, social, behavioral, and psychological information, academic performance and progress, and program goals. Contractor shall only use the Confidential Information to render services to GWA. Contractor will take reasonable measures to ensure that any Confidential Information received will be safeguarded so as to protect against intentional or accidental disclosure to any third-party to gain unauthorized access to such information.

9. Interpretation. The parties agree that this Agreement is the product of negotiation, and expressly waive the rule of interpretation of a writing against the drafter.

10. Indemnity. Contractor agrees to indemnify and hold GWA harmless from any and all claims, judgments, costs, suits, debts or liabilities, including attorney fees, resulting from Contractor's performance or failure to perform any activities hereunder or in relation to this Agreement or from violation of any federal or state laws or regulations.. In addition thereto, Contractor shall defend and hold GWA harmless from any workmen's compensation claim or unemployment insurance claim made by Contractor, its officers, directors, employees, agents and servants or made on Contractor's behalf.

11. Non-Assignment. Contractor may not assign this Agreement without GWA's written consent.

12. Default: Attorney Fees and Costs. Should any party default in any of the covenants or agreements herein contained, that defaulting party shall pay all costs and expenses, including a reasonable attorney fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law or in defending in any such action, as applicable, whether such remedy is pursued by filing suit or otherwise.

13. No Waiver. The failure of any party hereto to exercise any right, power, or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power, or remedy or to demand such compliance.

14. Severability. If any provisions of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. Notices. All notices or communications to be given under this Agreement shall be given in writing and either personally delivered or deposited in the mail to the address shown below of the party entitled to receive notice, postage prepaid, registered or certified, or e-mailed to Contractor at the e-mail address listed below. The e-mail address or address of either party may be changed by written notice to the other party.

16. Entire Agreement. This written document contains the entire understanding and agreement of the parties on the subject matter set forth herein, and supersedes any prior agreement relating to these matters. No promises or inducements have been made other than those reflected herein, and no party is relying on any statement or representation by any person except those set forth herein, including without limitation oral or written summaries of this Agreement. All negotiations, understandings, representations and preliminary agreements are merged herein. This Agreement supersedes and replaces all previous agreements entered into by the parties. The parties intend this document to be the final and exclusive expression of their agreement.

17. Modification. This Agreement may not be modified, amended or revoked unless in writing signed by all the parties hereto.

18. Governing Law, Jurisdiction, and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to the principles of conflicts of law thereof. Any action brought to enforce or interpret any provision of this Agreement or that otherwise arises under this Agreement shall be brought in the Fifth Judicial District Court for Washington County, State of Utah.

19. Binding Effect. This Agreement shall apply to, inure to the benefit of and bind all parties hereto, their permitted assigns, heirs, personal representatives and other successors.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

**George Washington Academy  
a Utah non-profit corporation**

Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Address:  
2277 South 3000 East  
St. George, UT 84790

**Contractor**

Name: Monica Dixon, SLP  
Intermountain Speech Pathology  
Services

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

## GWA INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("**this Agreement**") is entered into effective the 1st day of August, 2022 by and between: George Washington Academy, a Utah non-profit corporation ("**GWA**"), and **Team Therapy, LLC** ("**Contractor**").

### RECITALS

WHEREAS, Contractor has experience as a **Occupational Therapist**, and has the necessary training, equipment, and supplies to perform the services set forth in this Agreement; and

WHEREAS, Contractor desires to contract with GWA and GWA desires to contract with Contractor to provide such services, on the terms, covenants, and conditions hereafter set forth.

### AGREEMENT

1. Scope of Work. GWA has hired Contractor to provide the following services: **Occupational Therapy to be used for direct/indirect therapy, initial evaluations, re-evaluations, screenings, attend IEP meetings, IEP development, and complete student IEP progress reports**. Contractor will provide these services on an as needed basis and only when GWA calls and requests such services, or as otherwise agreed by the parties **for a maximum of 32 hours per month**. Contractor agrees to be reasonably available to GWA for this purpose.

2. Term of Agreement. The term of this Agreement and the performance of services hereunder shall commence on the date signed, and will continue as long as GWA retains the services and talents of Contractor.

2.1. GWA shall have the right to immediately terminate this Agreement upon GWA's determination that it no longer requires the services of Contractor or Contractor has failed to perform the services required hereunder in accordance with the terms of the Agreement. Such termination shall be accomplished by delivery of written notice of termination ("Notice of Termination") to Contractor. Unless otherwise indicated in the Notice of Termination, such termination shall be effective immediately upon delivery of the Notice of Termination to Contractor. For purposes hereof, the Notice of Termination shall be deemed delivered (a) upon transmission by GWA to Contractor at the e-mail address set forth below if delivery is by e-mail; (b) at the time of personal delivery, if delivery is in person; (c) one (1) business day after deposit with an express overnight courier for United States deliveries, or two (2) business days after such deposit for

deliveries outside of the United States, with proof of delivery from the courier requested; or (d) three (3) business days after deposit in the United States mail by certified mail (return receipt requested) for United States deliveries when addressed to Contractor at the address set forth below or at such other address as Contractor may designate by giving ten (10) days' advance written notice to GWA.

2.2. Contractor may terminate this Agreement upon 10 days written notice to GWA, at the address provided below.

Upon termination of this Agreement as set forth herein, all rights and obligations of the parties hereunder shall cease.

3. Compensation. Compensation shall be at a rate of **\$70 per hour** and is based solely on work that is performed pursuant to the terms of this contract, properly recorded, and invoiced.

4. Payment Terms. Contractor will invoice GWA **within 30 days** of providing services and shall include with the invoice such documentation as GWA may require substantiating the compensation requested.

5. Relationship of Parties. In all matters relating to this Agreement, Contractor is not an employee of GWA but is engaged as an independent contractor in a professional capacity. As such, Contractor is not entitled to any of the employee benefits provided by GWA to its employees, nor is Contractor eligible for unemployment benefits or workers compensation. Furthermore, GWA is not responsible to pay any income taxes, unemployment taxes, Social Security taxes or any other taxes to any government agency in relation to the services provided hereunder.

5.1. Contractor agrees to indemnify and hold harmless GWA from any and all claims or suits related to any of the matters set forth in this section 5.

5.2. No agent, employee or servant or one party shall be or be deemed to be the employee, agent, or servant of the other.

5.3. Contractor shall be solely and entirely responsible for its acts, damages, losses, and/or injuries, and for the acts, damages, losses, and/or injuries of its agents, employees, servants, and subcontractors in connection with the performance of this Agreement.

5.4. Neither party shall act on behalf of or represent directly or by implication as having authority to act on behalf of the other party, except as specifically set forth in this Agreement.

6. Insurance. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Agreement, insurance that is standard in Contractor's industry. This coverage may be written in combination with commercial general liability insurance maintained by Contractor (with separate limits). Limits of coverage per accident or occurrence shall not be less than \$ 1,000,000 per incident, and \$3,000,000 annually.

7. Background Check. Contractor shall submit to and pay for a current criminal background check and provide the results of the same to GWA. Contractors who work directly with students and/or who may have unsupervised access to children may be subject to a higher level background check prior to beginning work.

8. Confidentiality. Contractor has, or will have, access to certain Confidential Information. Confidential information refers to all information about a student including personal and family information, social, behavioral, and psychological information, academic performance and progress, and program goals. Contractor shall only use the Confidential Information to render services to GWA. Contractor will take reasonable measures to ensure that any Confidential Information received will be safeguarded so as to protect against intentional or accidental disclosure to any third-party to gain unauthorized access to such information.

9. Interpretation. The parties agree that this Agreement is the product of negotiation, and expressly waive the rule of interpretation of a writing against the drafter.

10. Indemnity. Contractor agrees to indemnify and hold GWA harmless from any and all claims, judgments, costs, suits, debts or liabilities, including attorney fees, resulting from Contractor's performance or failure to perform any activities hereunder or in relation to this Agreement or from violation of any federal or state laws or regulations.. In addition thereto, Contractor shall defend and hold GWA harmless from any workmen's compensation claim or unemployment insurance claim made by Contractor, its officers, directors, employees, agents and servants or made on Contractor's behalf.

11. Non-Assignment. Contractor may not assign this Agreement without GWA's written consent.

12. Default; Attorney Fees and Costs. Should any party default in any of the covenants or agreements herein contained, that defaulting party shall pay all costs and expenses, including a reasonable attorney fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law or in defending in any such action, as applicable, whether such remedy is pursued by filing suit or otherwise.

13. No Waiver. The failure of any party hereto to exercise any right, power, or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power, or remedy or to demand such compliance.

14. Severability. If any provisions of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. Notices. All notices or communications to be given under this Agreement shall be given in writing and either personally delivered or deposited in the mail to the address shown below of the party entitled to receive notice, postage prepaid, registered or certified, or e-mailed to Contractor at the e-mail address listed below. The e-mail address or address of either party may be changed by written notice to the other party.

16. Entire Agreement. This written document contains the entire understanding and agreement of the parties on the subject matter set forth herein, and supersedes any prior agreement relating to these matters. No promises or inducements have been made other than those reflected herein, and no party is relying on any statement or representation by any person except those set forth herein, including without limitation oral or written summaries of this Agreement. All negotiations, understandings, representations and preliminary agreements are merged herein. This Agreement supersedes and replaces all previous agreements entered into by the parties. The parties intend this document to be the final and exclusive expression of their agreement.

17. Modification. This Agreement may not be modified, amended or revoked unless in writing signed by all the parties hereto.

18. Governing Law, Jurisdiction, and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to the principles of conflicts of law thereof. Any action brought to enforce or interpret any provision of this Agreement or that otherwise arises under this Agreement shall be brought in the Fifth Judicial District Court for Washington County, State of Utah.

19. Binding Effect. This Agreement shall apply to, inure to the benefit of and bind all parties hereto, their permitted assigns, heirs, personal representatives and other successors.



IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

**George Washington Academy  
a Utah non-profit corporation**

Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Address:  
2277 South 3000 East  
St. George, UT 84790

**Contractor:**

Name: Katie Mangus, MOTR/L  
Team Therapy, LLC

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

## GWA INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("**this Agreement**") is entered into effective the 1st day of August, 2022 by and between: George Washington Academy, a Utah non-profit corporation ("**GWA**"), and **Mountain Land Rehabilitation, Inc.** ("**Contractor**").

### RECITALS

WHEREAS, Contractor has experience as a **Physical Therapist**, and has the necessary training, equipment, and supplies to perform the services set forth in this Agreement; and

WHEREAS, Contractor desires to contract with GWA and GWA desires to contract with Contractor to provide such services, on the terms, covenants, and conditions hereafter set forth.

### AGREEMENT

1. Scope of Work. GWA has hired Contractor to provide the following services: **Physical Therapy to be used for direct/indirect therapy, initial evaluations, re-evaluations, screenings, attend IEP meetings, IEP development, and complete student IEP progress reports.** Contractor will provide these services on an as needed basis and only when GWA calls and requests such services, or as otherwise agreed by the parties **for a maximum of 10 hours per month.** Contractor agrees to be reasonably available to GWA for this purpose.

2. Term of Agreement. The term of this Agreement and the performance of services hereunder shall commence on the date signed, and will continue as long as GWA retains the services and talents of Contractor.

2.1. GWA shall have the right to immediately terminate this Agreement upon GWA's determination that it no longer requires the services of Contractor or Contractor has failed to perform the services required hereunder in accordance with the terms of the Agreement. Such termination shall be accomplished by delivery of written notice of termination ("Notice of Termination") to Contractor. Unless otherwise indicated in the Notice of Termination, such termination shall be effective immediately upon delivery of the Notice of Termination to Contractor. For purposes hereof, the Notice of Termination shall be deemed delivered (a) upon transmission by GWA to Contractor at the e-mail address set forth below if delivery is by e-mail; (b) at the time of personal delivery, if delivery is in person; (c) one (1) business day after deposit with an express overnight courier for United States deliveries, or two (2) business days after such deposit for deliveries outside of the United States, with proof of delivery from the courier requested; or (d) three (3) business days after deposit in the United States mail by certified mail (return receipt requested) for United States deliveries when addressed to Contractor at

the address set forth below or at such other address as Contractor may designate by giving ten (10) days' advance written notice to GWA.

2.2. Contractor may terminate this Agreement upon 10 days written notice to GWA, at the address provided below.

Upon termination of this Agreement as set forth herein, all rights and obligations of the parties hereunder shall cease.

3. Compensation. Compensation shall be at a rate of **\$180 per evaluation and \$85 per hour of student direct services** and is based solely on work that is performed pursuant to the terms of this contract, properly recorded, and invoiced.

4. Payment Terms. Contractor will invoice GWA **within 30 days** of providing services and shall include with the invoice such documentation as GWA may require substantiating the compensation requested.

5. Relationship of Parties. In all matters relating to this Agreement, Contractor is not an employee of GWA but is engaged as an independent contractor in a professional capacity. As such, Contractor is not entitled to any of the employee benefits provided by GWA to its employees, nor is Contractor eligible for unemployment benefits or workers compensation. Furthermore, GWA is not responsible to pay any income taxes, unemployment taxes, Social Security taxes or any other taxes to any government agency in relation to the services provided hereunder.

5.1. Contractor agrees to indemnify and hold harmless GWA from any and all claims or suits related to any of the matters set forth in this section 5.

5.2. No agent, employee or servant or one party shall be or be deemed to be the employee, agent, or servant of the other.

5.3. Contractor shall be solely and entirely responsible for its acts, damages, losses, and/or injuries, and for the acts, damages, losses, and/or injuries of its agents, employees, servants, and subcontractors in connection with the performance of this Agreement.

5.4. Neither party shall act on behalf of or represent directly or by implication as having authority to act on behalf of the other party, except as specifically set forth in this Agreement.

6. Insurance. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Agreement, insurance that is standard in Contractor's industry. This coverage may be written in combination with commercial general liability insurance maintained by Contractor (with separate limits). Limits of coverage per accident or occurrence shall not be less than \$ 1,000,000 per incident, and \$3,000,000 annually.

7. Background Check. Contractor shall submit to and pay for a current criminal background check and provide the results of the same to GWA. Contractors who work directly with students and/or who may have unsupervised access to children may be subject to a higher level background check prior to beginning work.

8. Confidentiality. Contractor has, or will have, access to certain Confidential Information. Confidential information refers to all information about a student including personal and family information, social, behavioral, and psychological information, academic performance and progress, and program goals. Contractor shall only use the Confidential Information to render services to GWA. Contractor will take reasonable measures to ensure that any Confidential Information received will be safeguarded so as to protect against intentional or accidental disclosure to any third-party to gain unauthorized access to such information.

9. Interpretation. The parties agree that this Agreement is the product of negotiation, and expressly waive the rule of interpretation of a writing against the drafter.

10. Indemnity. Contractor agrees to indemnify and hold GWA harmless from any and all claims, judgments, costs, suits, debts or liabilities, including attorney fees, resulting from Contractor's performance or failure to perform any activities hereunder or in relation to this Agreement or from violation of any federal or state laws or regulations.. In addition thereto, Contractor shall defend and hold GWA harmless from any workmen's compensation claim or unemployment insurance claim made by Contractor, its officers, directors, employees, agents and servants or made on Contractor's behalf.

11. Non-Assignment. Contractor may not assign this Agreement without GWA's written consent.

12. Default; Attorney Fees and Costs. Should any party default in any of the covenants or agreements herein contained, that defaulting party shall pay all costs and expenses, including a reasonable attorney fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law or in defending in any such action, as applicable, whether such remedy is pursued by filing suit or otherwise.

13. No Waiver. The failure of any party hereto to exercise any right, power, or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a

waiver by such party of its right to exercise any such or other right, power, or remedy or to demand such compliance.

14. Severability. If any provisions of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. Notices. All notices or communications to be given under this Agreement shall be given in writing and either personally delivered or deposited in the mail to the address shown below of the party entitled to receive notice, postage prepaid, registered or certified, or e-mailed to Contractor at the e-mail address listed below. The e-mail address or address of either party may be changed by written notice to the other party.

16. Entire Agreement. This written document contains the entire understanding and agreement of the parties on the subject matter set forth herein, and supersedes any prior agreement relating to these matters. No promises or inducements have been made other than those reflected herein, and no party is relying on any statement or representation by any person except those set forth herein, including without limitation oral or written summaries of this Agreement. All negotiations, understandings, representations and preliminary agreements are merged herein. This Agreement supersedes and replaces all previous agreements entered into by the parties. The parties intend this document to be the final and exclusive expression of their agreement.

17. Modification. This Agreement may not be modified, amended or revoked unless in writing signed by all the parties hereto.

18. Governing Law, Jurisdiction, and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to the principles of conflicts of law thereof. Any action brought to enforce or interpret any provision of this Agreement or that otherwise arises under this Agreement shall be brought in the Fifth Judicial District Court for Washington County, State of Utah.

19. Binding Effect. This Agreement shall apply to, inure to the benefit of and bind all parties hereto, their permitted assigns, heirs, personal representatives and other successors.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

**George Washington Academy  
a Utah non-profit corporation**

Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Address:  
2277 South 3000 East  
St. George, UT 84790

**Contractor**

Name: Mountain Land Physical Therapy, Inc.

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

## GWA INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("**Agreement**") is entered into effective the 1st day of August, 2022 by and between: George Washington Academy, a Utah non-profit corporation ("**GWA**"), and **Ryan Houston, Ph.D.** ("**Contractor**").

### RECITALS

WHEREAS, Contractor has experience as a **School Psychologist**, and has the necessary training, equipment, and supplies to perform the services set forth in this Agreement; and

WHEREAS, Contractor desires to contract with GWA and GWA desires to contract with Contractor to provide such services, on the terms, covenants, and conditions hereafter set forth.

### AGREEMENT

1. Scope of Work. GWA has hired Contractor to provide the following services: **Administer necessary testing for initial evaluations and/or re-evaluations in the realm of Special Education and to create as well as submit written reports based on the results from the testing to GWA in the allotted time frame designated by the State of Utah.** Contractor will provide these services on an as needed basis and only when GWA calls and requests such services, or as otherwise agreed by the parties. Contractor agrees to be reasonably available to GWA for this purpose.

2. Term of Agreement. The term of this Agreement and the performance of services hereunder shall commence on the date signed, and will continue as long as GWA retains the services and talents of Contractor.

2.1. GWA shall have the right to immediately terminate this Agreement upon GWA's determination that it no longer requires the services of Contractor or Contractor has failed to perform the services required hereunder in accordance with the terms of the Agreement. Such termination shall be accomplished by delivery of written notice of termination ("Notice of Termination") to Contractor. Unless otherwise indicated in the Notice of Termination, such termination shall be effective immediately upon delivery of the Notice of Termination to Contractor. For purposes hereof, the Notice of Termination shall be deemed delivered (a) upon transmission by GWA to Contractor at the e-mail address set forth below if delivery is by e-mail; (b) at the time of personal delivery, if delivery is in person; (c) one (1) business day after deposit with an express overnight courier for United States deliveries, or two (2) business days after such deposit for

deliveries outside of the United States, with proof of delivery from the courier requested; or (d) three (3) business days after deposit in the United States mail by certified mail (return receipt requested) for United States deliveries when addressed to Contractor at the address set forth below or at such other address as Contractor may designate by giving ten (10) days' advance written notice to GWA.

2.2. Contractor may terminate this Agreement upon 10 days written notice to GWA, at the address provided below.

Upon termination of this Agreement as set forth herein, all rights and obligations of the parties hereunder shall cease.

3. Compensation. Compensation shall be at a rate of **\$350 per evaluation, hotel accommodations (which will be reserved and paid for by GWA), and \$0.48 per mile reimbursement with a cap of \$350 per visit** and is based solely on work that is performed pursuant to the terms of this contract, properly recorded, and invoiced.

4. Payment Terms. Contractor will invoice GWA **within 30 days** of providing services and shall include with the invoice such documentation as GWA may require substantiating the compensation requested.

5. Relationship of Parties. In all matters relating to this Agreement, Contractor is not an employee of GWA but is engaged as an independent contractor in a professional capacity. As such, Contractor is not entitled to any of the employee benefits provided by GWA to its employees, nor is Contractor eligible for unemployment benefits or workers compensation. Furthermore, GWA is not responsible to pay any income taxes, unemployment taxes, Social Security taxes or any other taxes to any government agency in relation to the services provided hereunder.

5.1. Contractor agrees to indemnify and hold harmless GWA from any and all claims or suits related to any of the matters set forth in this section 5.

5.2. No agent, employee or servant or one party shall be or be deemed to be the employee, agent, or servant of the other.

5.3. Contractor shall be solely and entirely responsible for its acts, damages, losses, and/or injuries, and for the acts, damages, losses, and/or injuries of its agents, employees, servants, and subcontractors in connection with the performance of this Agreement.

5.4. Neither party shall act on behalf of or represent directly or by implication as having authority to act on behalf of the other party, except as specifically set forth in this Agreement.



6. Insurance. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Agreement, insurance that is standard in Contractor's industry. This coverage may be written in combination with commercial general liability insurance maintained by Contractor (with separate limits). Limits of coverage per accident or occurrence shall not be less than \$ 1,000,000 per incident, and \$3,000,000 annually.

7. Background Check. Contractor shall submit to and pay for a current criminal background check and provide the results of the same to GWA. Contractors who work directly with students and/or who may have unsupervised access to children may be subject to a higher level background check prior to beginning work.

8. Confidentiality. Contractor has, or will have, access to certain Confidential Information. Confidential information refers to all information about a student including personal and family information, social, behavioral, and psychological information, academic performance and progress, and program goals. Contractor shall only use the Confidential Information to render services to GWA. Contractor will take reasonable measures to ensure that any Confidential Information received will be safeguarded so as to protect against intentional or accidental disclosure to any third-party to gain unauthorized access to such information.

9. Interpretation. The parties agree that this Agreement is the product of negotiation, and expressly waive the rule of interpretation of a writing against the drafter.

10. Indemnity. Contractor agrees to indemnify and hold GWA harmless from any and all claims, judgments, costs, suits, debts or liabilities, including attorney fees, resulting from Contractor's performance or failure to perform any activities hereunder or in relation to this Agreement or from violation of any federal or state laws or regulations.. In addition thereto, Contractor shall defend and hold GWA harmless from any workmen's compensation claim or unemployment insurance claim made by Contractor, its officers, directors, employees, agents and servants or made on Contractor's behalf.

11. Non-Assignment. Contractor may not assign this Agreement without GWA's written consent.

12. Default; Attorney Fees and Costs. Should any party default in any of the covenants or agreements herein contained, that defaulting party shall pay all costs and expenses, including a reasonable attorney fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law or in defending in any such action, as applicable, whether such remedy is pursued by filing suit or otherwise.

13. No Waiver. The failure of any party hereto to exercise any right, power, or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a

waiver by such party of its right to exercise any such or other right, power, or remedy or to demand such compliance.

14. Severability. If any provisions of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. Notices. All notices or communications to be given under this Agreement shall be given in writing and either personally delivered or deposited in the mail to the address shown below of the party entitled to receive notice, postage prepaid, registered or certified, or e-mailed to Contractor at the e-mail address listed below. The e-mail address or address of either party may be changed by written notice to the other party.

16. Entire Agreement. This written document contains the entire understanding and agreement of the parties on the subject matter set forth herein, and supersedes any prior agreement relating to these matters. No promises or inducements have been made other than those reflected herein, and no party is relying on any statement or representation by any person except those set forth herein, including without limitation oral or written summaries of this Agreement. All negotiations, understandings, representations and preliminary agreements are merged herein. This Agreement supersedes and replaces all previous agreements entered into by the parties. The parties intend this document to be the final and exclusive expression of their agreement.

17. Modification. This Agreement may not be modified, amended or revoked unless in writing signed by all the parties hereto.

18. Governing Law, Jurisdiction, and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to the principles of conflicts of law thereof. Any action brought to enforce or interpret any provision of this Agreement or that otherwise arises under this Agreement shall be brought in the Fifth Judicial District Court for Washington County, State of Utah.

19. Binding Effect. This Agreement shall apply to, inure to the benefit of and bind all parties hereto, their permitted assigns, heirs, personal representatives and other successors.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

**George Washington Academy  
a Utah non-profit corporation**

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

2277 South 3000 East

St. George, UT 84790

**Contractor**

Name: Ryan Houston, Ph.D.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_



## PROPOSAL FOR BOARD ACTION

**Proposal Title:** Lexia LETRS Training

**Submitted by:** B.Clark

**Sponsoring Committee:** N/A

Please briefly describe: (1) the situation giving rise to the proposal, (2) the background behind the proposal, (3) your assessment of the situation/background, and (4) your recommendation to the Board.

### **Situation:**

In the last legislative session SB 127 was passed which requires all K-3 Teachers and Administrators to be trained in LETRS which is a research-based literacy model centered around the science of reading. The state is granting money to all LEAs to pay for the training and supply costs.

### **Background:**

### **Assessment:**

### **Recommendation:**

Because of the timing of the 1st required training from the state all of the dates have been scheduled with the state and the materials have been ordered. It is our recommendation to approve this purchase to meet the needs of the new law and our teachers.

Please submit this form with all accompanying paperwork to the Board Secretary, Jaycee Rogers, at [jrogers@gwacademy.org](mailto:jrogers@gwacademy.org) by the 15<sup>th</sup> day of the month of the Board meeting.



Submitted By: B. Clark

Date: 7/5/22 Vendor: Lexia

Website/Contact Info: \_\_\_\_\_

BILL/SHIP TO: George Washington Academy  
2277 S. 3000 E.  
St. George, UT 84790

This is a/an (Circle One):

Purchase Order/Invoice P.O. # 2022-588

School Credit Card Purchase

School Debit (Admin)

Authorization for Travel

Dates of Travel: \_\_\_\_\_

Reimbursement Request  
(Fill Out Below & Attach all Receipts)

Teacher Supply Account Purchase? Y N

QTY	ITEM #	DESCRIPTION (include dates as applicable)	UNIT PRICE	LINE TOTAL
		LETRS Training		
		K-3, Admin		
		Quote - 515978		
		George Washington Academy		

**Budget Category:** (Administration Only)

300 Professional & Technical Budget Detail: \_\_\_\_\_

400 Purchased Property Services Budget Detail: \_\_\_\_\_

500 Other Purchased Services Budget Detail: \_\_\_\_\_

600 Supplies & Materials Budget Detail: \_\_\_\_\_

700 Property Budget Detail: \_\_\_\_\_

Principal Discretionary Land Trust

K-3 Reading Achievement CTE

Gifted & Talented

Special Education

Other: SB 127 Funds / Professional Learning Grant

Notes: \_\_\_\_\_

**Procurement:**  
If the item/service is over \$1,000, you are required to request 3 bids.

Please attach all bids to this requisition and a brief explanation of why you chose the vendor.

Subtotal	
Shipping	
Sales Tax	
TOTAL	<u>49,997.00</u>

[Signature] 7/5/22  
Executive Director's Approval Date  
(For purchases up to \$2,000)

\_\_\_\_\_  
Approving Board Member Date  
(For purchases between \$2,001 -- \$5,000)

Shannon Greer 7-5-22  
Board Chair or Date  
Board Member on Finance Committee  
For purchases over \$5,000  
\*Purchases over \$5,000 MUST be approved in a board meeting

# QUOTE



## Lexia Learning Systems LLC

300 Baker Avenue, Suite 320  
Concord, MA 01742 USA  
Phone: (978) 402-3620  
Fax: (978) 402-3621

Quote #: Q-515978-1  
Created Date: 6/29/2022

Prepared By: Marci Houseman  
Email: marci.houseman@lexialearning.com

Ship To:  
George Washington Academy  
2277 S 3000 E  
Saint George, UT 84790 US

Bill To:  
Lanessa Stevens  
George Washington Academy  
2277 S 3000 E  
Saint George, UT 84790 US

Quantity	Line Item Description	Product Code	Version	Volume	Term	Sales Price	Total Price
23	LETRS 3E Participant Book (Print)	353949	3E	1		\$229.00	\$5,267.00
23	LETRS 3E Participant Book (Print)	353957	3E	2		\$229.00	\$5,267.00
4	A Principal's Primer for Raising Reading Achievement Manual	303301	Admin			\$55.00	\$220.00
23	LETRS Online Course	354001	3E	1+2	2 year	\$209.00	\$4,807.00
4	LETRS Online Course	354714	Admin		1 year	\$109.00	\$436.00
8	LETRS Face-to-Face Professional Learning Days	LF2FPLD12	3E	1+2	2 year	\$4,250.00	\$34,000.00

Total Price \$49,997.00  
Est. Tax \$0.00  
Total Due \$49,997.00

Prices quoted are inclusive of Shipping and Handling.

*If you are Tax-Exempt, please send a copy of your Tax-Exempt Certification with your PO. Please note that if you have previously provided this certificate to Voyager Sopris, we will need a new certificate issued to Lexia Learning Systems.*

**Fax or email Purchase Orders with quote number Q-515978-1 to the following:**

Attn: Marci Houseman  
Email: marci.houseman@lexialearning.com  
Fax: (978) 402-3621

**PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.**

**TERMS AND CONDITIONS**

\*\*Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid for 60 days unless otherwise specified on this quote. Unless otherwise provided herein, Lexia will invoice the total fees set forth above upon receipt of customer's PO/acceptance. Payment is due net 30 days of invoice.

1-Year LETRS licenses expire 12 months from the date of activation; 2-Year LETRS licenses expire 24 months from the date of activation.

- Additional Support Services purchased separately from subscription licenses/packages (e.g., webinars or additional onsite and/or virtual training hours) must be used within 12 months from the received date of the PO acceptance of the applicable quote.
- A customer-designated account administrator contact name and email address are required for all subscriptions and service orders.

#### ORDER TERM

This quote and the associated confirming purchase order or other customer confirmation of this quote serve as an agreement for this order, which becomes effective upon its acceptance by both parties. Unless otherwise agreed by Lexia and customer in writing, the licenses, products and/or services purchased pursuant to this order will begin on or about the start date and continue in effect for the applicable period set forth in this quote. Unless otherwise set forth herein or agreed to by Lexia and customer in writing, all subscriptions and services are deemed delivered upon provisioning of license availability, and all subscription licenses and services must be used within the applicable subscription or service period herein; unused subscription licenses or services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the subscriptions, products and/or services in the event that customer fails to make any payment when due following notice.

#### ORDER PROCESS

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

#### ACCEPTANCE

All subscriptions, products and services hereunder are offered subject to the Lexia K-12 Education Application License Agreement terms, available at <https://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order, customer confirms its acceptance of the License and the terms and fees in this quote, which, together with any previously awarded proposal and/or any other associated agreement entered into by Lexia and customer regarding the subscriptions, products and services in and as supplemented by this quote, constitute the entire agreement between customer and Lexia regarding such subscriptions, products and services (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.



## **PROPOSAL FOR BOARD ACTION**

**Proposal Title:** ELL Software

**Submitted by:** C. Manzanares

**Sponsoring Committee:** N/A

Please briefly describe: (1) the situation giving rise to the proposal, (2) the background behind the proposal, (3) your assessment of the situation/background, and (4) your recommendation to the Board.

### **Situation:**

GWA is projected to receive a grant of \$4,225.59 specific to helping our ELL population. This grant will help cover a research-based software program to help our students. Students will log on to Lexia English (the ELL software) daily for 15 minutes to help them improve in Reading, Speaking, Writing, and Listening.

### **Background:**

Our ELL population is one of the subgroups that continue to show low scores on the nationwide language acquisition assessment. This population of students need additional support in the core domains of Reading, Speaking, Writing, and Listening. This software will help address this need in our school.

### **Assessment:**

### **Recommendation:**

It is my recommendation to use this grant for its intended purpose to purchase the year subscription to Lexia English for the quoted price of \$5,300.

Please submit this form with all accompanying paperwork to the Board Secretary, Jaycee Rogers, at [jrogers@gwacademy.org](mailto:jrogers@gwacademy.org) by the 15<sup>th</sup> day of the month of the Board meeting.



# QUOTE



## Lexia Learning Systems LLC

300 Baker Avenue, Suite 320  
Concord, MA 01742 USA  
Phone: (978) 405-6200  
Fax: (978) 287-0062

Quote #: Q-504504-5  
Created Date: 7/8/2022

Prepared By: Brett Nielson  
Email: brett.nielson@lexialearning.com

Quote To:  
George Washington Academy  
2277 S 3000 E  
Saint George, UT 84790 US

Bill To:  
Chance Manzanares  
George Washington Academy  
2277 S 3000 E  
Saint George, UT 84790 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
8/1/2022	7/31/2023	1	Lexia Academy	\$691.30	\$691.30
8/1/2022	7/31/2023	50	Lexia English Student Subscription	\$92.17	\$4,608.70

Total Price \$5,300.00

Please reference contract USBE210113MA when submitting for reimbursement from USBE.

### Fax or email Purchase Orders with quote number Q-504504-5 to the following:

Attn: Brett Nielson  
Email: brett.nielson@lexialearning.com  
Fax: (978) 402-3621

### PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

#### TERMS AND CONDITIONS

\*\*Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

**TERM**  
This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

#### ORDER PROCESS

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

#### ACCEPTANCE

All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at <https://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.