# George Washington Academy 

Thursday, April 25, 2024
7:30 p.m.

## Board Meeting Minutes

Location: George Washington Academy<br>Library<br>2277 S 3000 E, St. George, UT 84790

The Board Legislative Update Training was held on April 24th at 5:30 p.m. in the GWA Lunchroom.

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

Board Welcome: Shannon Greer, President
Roll Call: Shannon Greer, President
Prayer: Josh Serrano
Pledge of Allegiance: Steve Erickson

Board Members Present: Amanda Mortenson, Kevin Peterson, Casey Unrein, Brady Pearce, Laura Pressley, Laura Snelson, Shannon Greer, Blake Clark, and Shauna Mahoney

Others Present: Spencer Adams, Deborah Odenwalder, Chance Manzanares, Jenna Ayers, Christine Giles, Jaxynn Smith, Steve Erickson, Megan Thatcher, Clint Brown, and Josh Serrano.

Shannon drew the Board's attention to the new structure of the agenda to include the school goals and asked for feedback if any.

Approval of Minutes: Kevin made a motions to approve the March 28, 2024 Board Meeting Minutes as outlined in the board packet. Amanda seconded. The motion passed unanimously. All present voted in favor: Shannon Greer, Amanda Mortenson, Casey Unrein, Shauna Mahoney, Brady Pearce, Laura Pressley, Laura Snelson, and Kevin Peterson.

Kevin made a motions to approve the April 09, 2024 Board Meeting Minutes as outlined in the board packet. Brady seconded. The motion passed unanimously. All present voted in favor: Shannon Greer, Amanda Mortenson, Casey Unrein, Shauna Mahoney, Brady Pearce, Laura Pressley, Laura Snelson, and Kevin Peterson.

Public Opportunity to Address the Board: None.

Set time for adjournment: Kevin set time for adjournment at 8:36 p.m.

Teacher Reports: Jaxynn reports from Kindergarten: 25 out of 26 Students passed off the most difficult word list yet! These kindergartners are on fire with reading! The handwriting fairy has also started to make appearances in our classroom when she sees excellent handwriting on papers!

From 2nd grade: We have set goals for our students in both math and reading. We have met our goals ( $10 \%$ growth in reading and math fluency) and we are so proud of our students! We have used LETRS so much in our instruction and we are SO grateful for LETRS! It's been a great year of learning!

From 3rd grade: Finishing up our RISE testing this week. Excited about Rise testing because of a mindset shift.

From 4th Grade: Western rock talked with the class about rocks and how they are used in real-world situations. After talking about how they are used the students are able to create handprints in cement. Then they participate in a hands-on activity where they mine for "rocks" by dissecting chocolate chip cookies. The students are given pretend money and have to pay for their mining materials. Then they have a discussion about protecting the environment and safety in a worksite. As they are mining the adults walk around and fine for unsafe working conditions. They are also fined if they spread their materials outside of their construction site "polluting" the environment around their site. As a wrap up, they have a discussion about some of the stereotypes around construction work. The presenters talk about all of the career opportunities in construction and educational paths that can lead there.

From 5th Grade: We had a super fun field trip to the STEM outreach center at Utah Tech!
From 6th Grade: Our 6th graders have been working hard discovering their learning intelligences, writing essays, participating in Book club and creating and presenting book report projects!

From 7th Grade: Recently the 7th grade team has been thinking about ways to have more 7th grade students participate in leadership roles as recommended by the Leader in Me program. We have formed three committees: Dance Committee, Leadership Day Committee and Graduation Committee. The students have enjoyed planning and carrying out the upcoming events. They have learned about what it is to stay within budget, to make decisions as a group, and about how much work it takes behind the scenes to put on a great event. One student said to me, "Thank you so much for electing me to the Graduation Committee Mrs. Aikens! This is the first time I've done something like this, and I really like it." We've had such success with these groups that we are already considering how to have committees on-going all year next year.

Administration Report: Blake went through the Admin Report and the Goals detailed there. Blake also highlighted the change in the behavior data in both the Teacher Managed (Minor Incidents) and Admin Managed (Major Incidents) categories from last month to this month. He noted that what appears to be an increase of behaviors is a result from an increase in reporting and GWA focus in allowing teachers to work with the students on their behaviors to avoid students being escalated to the office when possible. Blake changed the outline of his email report to accommodate the feedback of the board. Shannon expressed appreciation of the charter goals being prominently visible. Blake agreed and noted that he hopes to improve these goals so that it will better fit GWA's culture. Blake drew attention to the picture included and indicated that he is planning to start including photos of activities happening around the school each month then explained what was happening in each photo. All reports are done or will be by the due date.

Financial Report: Spencer reported that we are 3 quarters of the way through the fiscal year. So far everything is looking good. At this point a lot of our focus has been on next year's fiscal year budget creation. As far as this year's report, we're right on track where we should be or trending towards some savings for next year. Everything indicates that we'll end strong and be set up well for next fiscal year. No concerns that need to be addressed at this time. The Board had no questions or concerns. All reports and submissions that were due have been completed.

## Committee Reports:

- Policies Committee - Nothing to report.
- Finance Committee - Nothing to report.
- Audit Committee - Casey noted that 1 more Board member will need to serve on the Audit committee as we are above 7 members. Shannon asked Deborah to add the volunteering of an additional board member to the Audit committee to next month's Board Agenda. Next month will be our Audit training so Casey will send out some training modules for the Board to go over before the next board meeting training.
- Benefits Committee - Blake reports that the contact for TalkSpace is going to be in town so Blake will meet with her to discuss creating a video to assist staff with the program. Shannon asked if the staff will have an opportunity to speak with her as well. Blake reports that she will be back in town at the beginning of August/end of July and he will look at setting up a meeting with the teachers/staff then.
- Curriculum Committee - Nothing to report.
- Outreach Committee - Blake went over the decision process the committee used to create the new Mission statement and the committee's appreciation for all the feedback. Shannon asked Deborah to change the chair of this committee from Holly to Shauna.
- Technology Committee - Nothing to report.
- LAND Trust Committee - Plan has been submitted and accepted. Shannon asked Deborah to change the chair of this committee from Kevin to Brady.
- PTO Committee - May 4th is the family appreciation event. Amanda invites all to come and to bring clothes to get wet in. The new PTO board has been voted in by the parents for the next school board. Last PTO meeting will be May 1st. Amanda will stay in until July.
- Board Development Committee - Next month training will be on the Audit. Next month we'll have a new Board clerk joining us.
- Campus Management Committee - Nothing to report. Shannon expressed her appreciation for the further explanation on the reasoning of the Guard law. Blake did express that they are going to be actively looking at. Shannon reported that safety will be discussed outside of the Board meeting but it will be finalized in a closed meeting with the Board. Blake and Shannon expressed appreciation for Steve's work on this even prior to the new law.

Presentation from Mathnasium: Clint Brown and Megan Thatcher presented the data results from working with GWA students that were identified as needing additional support in math and a brief summary of what their program looked liked while they worked with the students. Shannon asked them to explain how Mathnasium selects and trains their staff. Megan explained they are hiring Math teaching students or existing Math teachers and that they are given training above and beyond. Casey asked how the results seen here are GWA compared to the results of students attending Mathnasium privately. Clint expounded on the data, gave the data of the private students and explained that because GWA students are attending more frequently the scores are increasing faster. Shannon asked Blake what is the expectation for the schedule. Blake gave the current expectations but reported that there is flexibility available for those students that need more. Megan agreed with Blake and gave evidence of this need in the data that they presented. Blake explained that GWA is looking for this program's goal to be where the students are graduating out of the program and going back to the regular classroom. Amanda asked would there be a way to expand this to the greater student population. Blake indicated that it really depends on how much we as GWA are willing to pay and that GWA teachers have more resources for Math expansion but do not currently have the resources for intensive intervention which is why we are looking at Mathnasium. Casey asked if there is a concern about proprietary information transferring. Clint explained yes it is proprietary but there isn't currently a concern as the risk is low and the impact is more important. Shannon asked if there is a concern that the terminology is different in the classroom. Megan reported that the focus is different then what is being taught in the classroom so the terminology wouldn't conflict.

## Discussion and/or Action Items:

- Expenditures over $\$ 5,000$
- Leader in Me Subscription - Kevin made a motion to accept the Leader in Me subscription with the note that this is coming out of the 2023-24 budget in the amount of $\$ 8,600.00$. Shauna seconded. Amanda asked if they come to campus or is it done off campus. Blake indicated that they are flexible. The motion passed unanimously. All present voted in favor: Shannon Greer, Amanda Mortenson, Casey Unrein, Shauna Mahoney, Brady Pearce, Laura Pressley, Laura Snelson, and Kevin Peterson.
- 2024-2025 CKLA Curriculum Material Purchase - Casey made a motion to approve the purchase of the CKLA Curriculum Material from Mountain State in the amount of $\$ 35,262.30$. Kevin seconded. The motion passed unanimously. All present voted in favor: Shannon Greer, Amanda Mortenson, Casey Unrein, Shauna Mahoney, Brady Pearce, Laura Pressley, Laura Snelson, and Kevin Peterson.
- 2024 Mathnasium Tutoring Summer Program - Amanda made a motion to approve the 2024 Mathnasium Summer Tutoring Program in the amount of $\$ 11,200.00$. Brady seconded the motion. Shauna asked how GWA will ensure that this program will be utilized to its fullest so that we avoid paying without utilization. Blake explained what
assessments and requirements admin is currently planning to use. Kevin asked if certain grades are going to take priority. Blake said it will be discussed. Shauna asked how these deficits occurred in the students. Blake gave background of the causes as currently known. Amanda asked how we are going to ensure accountability in use. Blake stated that we'd need to finalize some of that but generally it will be similar to programs we've done in the past. Amanda asked if we'll be assessing at the beginning and end of this program to see if it's working and do we have any specific metrics we'll use. Blake indicated that we will be getting data throughout the program and Kevin stated that it should be $3-4 \%$ according to their data. Casey states that we shouldn't utilize their data only. Blake agreed and said that we'd want to assess them against state standards in the Acadience testing. Shannon asked Blake to bring to the board what metrics admin will utilize for assessing these students. Shannon asked Deborah to add this request as an item in the May Board Meeting Agenda. The motion passed unanimously. All present voted in favor: Shannon Greer, Amanda Mortenson, Casey Unrein, Shauna Mahoney, Brady Pearce, Laura Pressley, Laura Snelson, and Kevin Peterson.
- 2024-2025 Math Center Powered by Mathnasium - Kevin made a motion to accept the Mathnasium Center Program for the School year for 80 students as outlined in the board packet in the amount of $\$ 84,000$. Amanda seconded the motion. Amanda asked why there is a price difference between the summer and school year pricing. Blake and Kevin explained what was negotiated and the reasons given. Shauna gave a testimonial from her experience with her own child. Kevin exponded on the scheduling of the 80 slots. Blake reported that there has been discussion about using land trust funds in the future to assist families in need with the Add-on math center. Casey asked what is the possibility of bringing it in house. Blake explained how it isn't a current option. Shannon did indicate that it will continue to be assessed as an option. Amanda asked what our backup plan would be if this doesn't work. Blake reports that currently there isn't one but that they will continue to be as proactive as possible. Laura S. expressed that she felt that it was awesome. Casey thanked Blake for his work. The motion passed unanimously. All present voted in favor: Shannon Greer, Amanda Mortenson, Casey Unrein, Shauna Mahoney, Brady Pearce, Laura Pressley, Laura Snelson, and Kevin Peterson.
- Selection of External Auditor - Casey made a motion to approve the selection of Eide Bailly as an External Auditor for an anticipated period of 5 years in the amount of $\$ 16,600$ per year. Kevin seconded the motion. Blake noted that this is per year on the P.O. Casey indicated that we have the opportunity to change auditor if needed. The motion passed unanimously. All present voted in favor: Shannon Greer, Amanda Mortenson, Casey Unrein, Shauna Mahoney, Brady Pearce, Laura Pressley, Laura Snelson, and Kevin Peterson.
- IT Services Contract - Kevin made a motion to accept the IT Contract from Superior Technical Solutions in the amount of $\$ 12,300$ per month for 3 years starting July 1st, 2024. Shauna seconded. The motion passed unanimously. All present voted in favor: Shannon Greer, Amanda Mortenson, Casey Unrein, Shauna Mahoney, Brady Pearce, Laura Pressley, Laura Snelson, and Kevin Peterson.
- Carpet Cleaning Contract - Kevin made a motion to accept the carpet cleaning contract for 3 years, projected to be done as we normally have done in July and December from 3:16 Carpet Cleaning in the amount of $\$ 4,260.00$. Casey seconded the motion. Shannon asked for clarification on the price. Kevin explained that since it was a 3 year contract, the total brings it over $\$ 5,000$. The motion passed unanimously. All present voted in
favor: Shannon Greer, Amanda Mortenson, Casey Unrein, Shauna Mahoney, Brady Pearce, Laura Pressley, Laura Snelson, and Kevin Peterson.
- Copier Purchase and Service Agreement - Kevin made a motion to accept the purchase and 3 year service agreement of the 4 copiers from Les Olson in the amount of $\$ 28,309.46$. Amanda seconded. Casey noted the click charge on the fisher would work out to a savings and clarified that Les Olson was chosen over Fisher due to service response time. Casey asked if GWA was selling the printers? The current plan wasn't to but the Board asked the admin team to try selling them. The motion passed unanimously. All present voted in favor: Shannon Greer, Amanda Mortenson, Casey Unrein, Shauna Mahoney, Brady Pearce, Laura Pressley, Laura Snelson, and Kevin Peterson.
- Transparency of New Sound System in Gym - No voting on this as it was brought to the Board prior for approval for cost and this information was for transparency. Shannon asked Steve to send Deborah the contact information so the Board can send a thank you note to the parent.
- Policy 705-Procurement Policy Update - Kevin made a motion to approve the Policy 705 - Procurement Policy update that any single equipment item over $\$ 5,000$ must be approved by USBE when using federal funds. Casey seconded. Blake reported that this isn't something that has happened before. The motion passed unanimously. All present voted in favor: Shannon Greer, Amanda Mortenson, Casey Unrein, Shauna Mahoney, Brady Pearce, Laura Pressley, Laura Snelson, and Kevin Peterson.
- FY25 Proposed Salary Schedules - Kevin made a motion to accept the FY25 Proposed Salary Schedules as outlined in the Board packet. Amanda seconded. Shannon expressed appreciation that the WPU is a little higher this year. Casey asked about the requirement to match the state parental leave benefits. Blake reported that GWA already doubles that requirement. The motion passed unanimously. All present voted in favor: Shannon Greer, Amanda Mortenson, Casey Unrein, Shauna Mahoney, Brady Pearce, Laura Pressley, Laura Snelson, and Kevin Peterson.
- Addendum to current Agreement with Red Apple Financial - Kevin made a motion to accept the Addendum to the current agreement with Red Apple Financial as outlined in the Board packet. Shauna seconded. The motion passed unanimously. All present voted in favor: Shannon Greer, Amanda Mortenson, Casey Unrein, Shauna Mahoney, Brady Pearce, Laura Pressley, Laura Snelson, and Kevin Peterson.
- Revised Mission Statement - Amanda made a motion to accept the Revised Mission Statement as outlined in the Board Packet . Brady seconded the motion. Laura P. expressed appreciation for it and indicated that it's exceptional work. Shannon indicated that we need to get approval from the state charter board with our Exhibit A. Shannon will reach out to them tonight but we should be able to move forward with ordering supplies. Casey noted that when we order, if we avoid the phrase "mission statement" we should be fine either way. Amanda asked if the students would be stating anything. Blake said they will be reading out the Operational Mission statement daily. Shannon expressed appreciation for all the work put into this. Blake expressed the committee's appreciation of the input and feedback they received in the development of the new Mission statement. The motion passed unanimously. All present voted in favor: Shannon Greer, Amanda Mortenson, Casey Unrein, Shauna Mahoney, Brady Pearce, Laura Pressley, Laura Snelson, and Kevin Peterson.

Shannon gave an update on the marquee sign up front. Blake reports that the Admin is not finding a company to remodel for the Mathnasium area. Kevin and Brady will work with Blake to find a solution.

## Closed Meeting - none.

Shannon reminded the board that the May Board Meeting will be earlier than normal. Shannon also notified the Board that Chris Helvey, from Freedom Prep will come to the next meeting to give us an overview of their Pre-K program.

Reconvene - Take all appropriate action in relation to closed session items.

Next Meeting: The next regular Board Meeting will be held on May 16th, 2024 at 7:30 pm.

Adjournment: Kevin motioned to adjourn. The board adjourned at 8:58 p.m.

Written by Deborah Odenwalder, Board Clerk

BUDGET REPORT

```
Green - more than 5% ahead of forecast
Yellow - within 5% of forecast
Red - more than 5% behind forecast
    Enrollment
    Revenue
        1000 Local
    3000 Stat
        Federal
        Total Revenue
```

    Expenses
        100 Salaries
        200 Benefits
    300 Prof \& Technical Services
    400 Purchased Property Services
    00 Other Purchase Service
    600 Supplies and Materials
    700 Property, Equipment
    0 Debt Service and Mis
        Total Expenses
    Net Income from Operations
Operating Margin

| Year-to Date Actuals |  | Approved Budget |  | Forecast |  | $\begin{gathered} \% \text { of } \\ \text { Forecast } \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | 1000 |  | 996 |  |
| \$ | 591,640 | \$ | 412,758 | \$ | 646,493 | 92\% |
| \$ | 8,169,499 | \$ | 9,559,025 | \$ | 9,877,881 | 83\% |
| \$ | 169,783 | \$ | 426,905 | \$ | 437,955 | 39\% |
| S | 8,930,922 | 5 | 10,398,688 | S | 10,962,329 | 81\% |
| \$ | 4,504,128 | \$ | 5,555,364 | \$ | 5,635,852 | 80\% |
| \$ | 1,156,706 | \$ | 1,512,700 | \$ | 1,524,700 | 76\% |
| \$ | 373,972 | \$ | 448,910 | \$ | 506,991 | 74\% |
| \$ | 69,015 | \$ | 91,280 | S | 93,060 | 74\% |
| \$ | 40,736 | \$ | 68,924 | \$ | 71,924 | 57\% |
| \$ | 624,706 | \$ | 696,952 | s | 770,568 | 81\% |
| \$ | 495,424 | \$ | 433,081 | \$ | 593,427 | 83\% |
| \$ | 1,114,433 | \$ | 1,333,313 | \$ | 1,333,313 | 84\% |
| \$ | 8,379,120 | 5 | 10,140,524 | S | 10,529,835 | 80\% |
| s | 551,802 | s | 258,164 | \$ | 432,494 | 128\% |

2.5\%

RATIOS


Actual Goal Covenant Prior Mth Change
Operating Margin
Debt Service Coverage
Days Cash on Hand
Building Payment \%
Unrestricted NI
Maintenance of Effort

|  | 3.95\% | 5\% |  | -0.77\% |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | 1.34 | 1.25 | 1.05 |  | -0.06 |
|  | 253 | 130 | 30 |  | 1 |
|  | 12.2\% | <22\% |  |  | -0.2\% |
| 5 | 395,566 | \$250,000 |  | \$ | $(84,187)$ |
| s | . | \$552 |  | \$ | - |



|  | Actual Ytd |  | Forecast |  |
| :--- | ---: | ---: | ---: | ---: |
|  |  |  |  |  |
| Last Year Reserve Balance | $\$$ | $6,373,107$ | $\$$ | $6,373,107$ |
|  |  |  |  |  |
| Reserves Added this Year | $\$$ | 551,802 | $\$$ | 395,556 |
| Land Purchase | $\$$ | $(1,186,138)$ | $\$$ | $(1,186,138)$ |
|  |  |  |  |  |
| New Reserve Balance | $\$$ | $5,738,771$ | $\$$ | $5,582,525$ |



| WPU | 914.62 |
| :--- | :--- |






# GEORGE WASHINGTON ACADEMY <br> Balance Sheet 

As of April 30, 2024

| ASSETS <br> Current Assets |  |
| :---: | :---: |
|  |  |
| Checking/Savings |  |
| 1072 - Bill.com Money Out Clearing | -33.44 |
| 8110 - Cash in Banks |  |
| 8111 - Cache Valley Bank Accounts |  |
| 1 - Petty Cash | 179.07 |
| 8111.1 - Cache Valley Bank (2050) | 774,348.64 |
| 8111.3 - Cache Valley Checking (8114) | 81,606.80 |
| Total 8111 - Cache Valley Bank Accounts | 856,134.51 |
| 8116 - PTIF | 6,453,376.01 |
| 8120 - US Bank Accounts |  |
| 8120.1C • Principal Fund 2015 (80001) | 70,416.67 |
| 8120.2 - Interest Fund 2008 (9002) | 0.02 |
| 8120.2B - Interest Fund 2011 (5001) | 0.01 |
| 8120.2C • Interest Fund 2015 (80002) | 85,227.84 |
| 8120.3C • Reserve Fund 2015 (80003) | 1,285,912.50 |
| 8120.5C - Repair \& Rplcmnt 2015 (80005) | 150,000.00 |
| 8120.6C - Expense Fund 2015 (80006) | 74,968.86 |
| Total $8120 \cdot$ US Bank Accounts | 1,666,525.90 |
| Total 8110 - Cash in Banks | 8,976,036.42 |
| Total Checking/Savings | 8,976,002.98 |
| Other Current Assets |  |
| 8130 Accounts Recievable |  |
| 8135 - Utah State Sales Tax | 3,202.95 |
| Total $8130 \cdot$ Accounts Recievable | 3,202.95 |
| 8150 - Prepaid Expenses | 6,659.00 |
| Total Other Current Assets | 9,861.95 |
| Total Current Assets | 8,985,864.93 |
| TOTAL ASSETS | 8,985,864.93 |
| LIABILITIES \& EQUITY |  |
| Liabilities |  |
| Current Liabilities |  |
| Accounts Payable |  |
| 9513 - Accounts Payable-bill.com | 11,500.82 |
| Total Accounts Payable | 11,500.82 |
| Credit Cards |  |
| 9531 - Visa Card |  |
| 9531a - VISA Card - Jessica's Card | 4,306.60 |
| 9531b - VISA Card - Blake's Card | 1,133.36 |
| Total 9531 - Visa Card | 5,439.96 |
| 9532 - Lowe's | -2,504.13 |
| Total Credit Cards | 2,935.83 |
| Other Current Liabilities |  |
| 9510 - Accounts Payable | 7,205.85 |
| 9530 - Accrued Liabilities |  |
| 9535 - Accrued Bond Liability | -214,085.41 |
| Total $9530 \cdot$ Accrued Liabilities | -214,085.41 |
| 9540 - Accrued Salaries \& Withholdings $9544 \cdot$ Utah State Withholding | 16,537.00 |

## GEORGE WASHINGTON ACADEMY <br> Balance Sheet

As of April 30, 2024

|  | Apr 30, 24 |
| :---: | :---: |
| 9545 - Payroll Liabilities |  |
| 9545.0 - HSA | 2,120.00 |
| 9545.2 - 401k Employee Contribution | 555.00 |
| Total 9545 - Payroll Liabilities | 2,675.00 |
| Total 9540 - Accrued Salaries \& Withholdings | 19,212.00 |
| 9540a - Payroll \& Benefit YE Accrual | 311,884.10 |
| 9560 - Deferred Revenue |  |
| 9561 - Local | 18,985.90 |
| 9563 - State | 400,000.00 |
| Total 9560 - Deferred Revenue | 418,985.90 |
| Total Other Current Liabilities | 543,202.44 |
| Total Current Liabilities | 557,639.09 |
| Total Liabilities | 557,639.09 |
| Equity |  |
| 30000 - Opening Balance Equity | 193.93 |
| 9820 - Net Assets - Restricted | 274,127.41 |
| 9830 - Retained Earnings | 8,401,986.03 |
| 9850 - Unreserved Fund Balances | 7,398.97 |
| 9859 - Undesignated Fund Balance | 422,122.16 |
| Net Income | -677,602.66 |
| Total Equity | 8,428,225.84 |
| TOTAL LIABILITIES \& EQUITY | 8,985,864.93 |

Proposal Title:
Fraud Risk Assessment
Submitted by: Spencer Adams
Originating Committee: Audit Committee
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:

Annual Audit Report for Review.

Background Information, including a list of reviewing committees:

## Assessment:

## Recommendation:

Annual Audit Report for Review.

Please submit this form with all accompanying paperwork to the Board Secretary, Deborah Odenwalder, at dodenwalder@gwacademy.org by the $15^{\text {th }}$ day of the month of the Board meeting.

## Fraud Risk Assessment

## INSTRUCTIONS:

- Reference the Fraud Risk Assessment Implementation Guide to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking "Yes" on each of the questions in the table. Partial points may not be earned on any individual question.
- Total the points of the questions marked "Yes" and enter the total on the "Total Points Earned" line.
- Based on the points earned, circle/highlight the risk level on the "Risk Level" line.
- Enter on the lines indicated the entity name, fiscal year for which the Fraud Risk Assessment was completed, and date the Fraud Risk Assessment was completed.
- Print CAO and CFO names on the lines indicated, then have the CAO and CFO provide required signatures on the lines indicated.


## Fraud Risk Assessment

## Continued



|  | Yes | Pts |
| :--- | :--- | :--- |
| 1. Does the entity have adequate basic separation of duties or mitigating controls as <br> outlined in the attached Basic Separation of Duties Questionnaire? | 200 | 200 |
| 2. Does the entity have governing body adopted written policies in the following areas: |  |  |
| a. Conflict of interest? | 5 | 5 |
| b. Procurement? | 5 | 5 |
| c. Ethical behavior? | 5 | 5 |
| d. Reporting fraud and abuse? | 5 | 5 |
| e. Travel? | 5 | 5 |
| f. Credit/Purchasing cards (where applicable)? | 5 | 5 |
| g. Personal use of entity assets? | 5 | 5 |
| h. IT and computer security? | 5 | 5 |
| i. Cash receipting and deposits? | 20 | 20 |
| 3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, <br> CPFO) expert as part of its management team? | 10 | 10 |
| a. Do any members of the management team have at least a bachelor's degree in |  |  |
| accounting? | 20 | 20 |
| 4. Are employees and elected officials required to annually commit in writing to abide by a <br> statement of ethical behavior? | 20 |  |
| 5. Have all governing body members completed entity specific (District Board Member <br> Training for local/special service districts \& interlocal entities, Introductory Training for <br> Municipal Officials for cities \& towns, etc.) online training (training.auditor.utah.gov) <br> within four years of term appointment/election date? | 20 | 20 |
| 6. Regardless of license or formal education, does at least one member of the <br> management team receive at least 40 hours of formal training related to accounting, <br> budgeting, or other financial areas each year? | 20 | 20 |
| 7. Does the entity have or promote a fraud hotline? | 20 | 20 |
| 8. Does the entity have a formal internal audit function? | 20 |  |
| 9. Does the entity have a formal audit committee? | 5 |  |

*Entity Name: George Washington Academy
*Completed for Fiscal Year Ending: 2024
*Completion Date: 5/7/2024
*CAO Name: Blake Clark
*CFO Name: Kevin Peterson
*CAO Signature: $\qquad$ *CFO Signature: $\qquad$

## Basic Separation of Duties

See the following page for instructions and definitions.

|  | Yes | No | MC' |
| :--- | :--- | :--- | :--- |
| 1. Does the entity have a board chair, clerk, and treasurer who are three <br> separate people? | x |  |  |
| 2. Are all the people who are able to receive cash or check payments different <br> from all of the people who are able to make general ledger entries? | x |  |  |
| 3. Are all the people who are able to collect cash or check payments different <br> from all the people who are able to adjust customer accounts? If no customer <br> accounts, check "N/A". | x |  |  |
| 4. Are all the people who have access to blank checks different from those who <br> are authorized signers? |  |  | x |
| 5. Does someone other than the clerk and treasurer reconcile all bank accounts <br> OR are original bank statements reviewed by a person other than the clerk to <br> detect unauthorized disbursements? | x |  |  |
| 6. Does someone other than the clerk review periodic reports of all general <br> ledger accounts to identify unauthorized payments recorded in those <br> accounts? | x |  |  |
| 7. Are original credit/purchase card statements received directly from the card <br> company by someone other than the card holder? If no credit/purchase cards, <br> check "N/A". |  |  | x |
| 8. Does someone other than the credit/purchase card holder ensure that all card <br> purchases are supported with receipts or other supporting documentation? If <br> no credit/purchase cards, check "N/A". | x | x |  |
| 9. Does someone who is not a subordinate of the credit/purchase card holder <br> review all card purchases for appropriateness (including the chief <br> administrative officer and board members if they have a card)? If no <br> credit/purchase cards, check "N/A". | x | x |  |
| 10. Does the person who authorizes payment for goods or services, who is not <br> the clerk, verify the receipt of goods or services? | x |  |  |
| 11. Does someone authorize payroll payments who is separate from the person <br> who prepares payroll payments? If no W-2 employees, check "N/A". | x |  |  |
| 12. Does someone review all payroll payments who is separate from the person <br> who prepares payroll payments? If no W-2 employees, check "N/A". | x |  |  |

[^0]
## Basic Separation of Duties

## Continued

Instructions: Answer questions 1-12 on the Basic Separation of Duties Questionnaire using the definitions provided below.

If all of the questions were answered "Yes" or "No" with mitigating controls ("MC") in place, or "N/A," the entity has achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will be answered "Yes." 200 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.
© If any of the questions were answered "No," and mitigating controls are not in place, the entity has not achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will remain blank. 0 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

## Definitions:

Board Chair is the elected or appointed chairperson of an entity's governing body, e.g. Mayor, Commissioner, Councilmember or Trustee. The official title will vary depending on the entity type and form of government.

Clerk is the bookkeeper for the entity, e.g. Controller, Accountant, Auditor or Finance Director. Though the title for this position may vary, they validate payment requests, ensure compliance with policy and budgetary restrictions, prepare checks, and record all financial transactions.

Chief Administrative Officer (CAO) is the person who directs the day-to-day operations of the entity. The CAO of most cities and towns is the mayor, except where the city has a city manager. The CAO of most local and special districts is the board chair, except where the district has an appointed director. In school districts, the CAO is the superintendent. In counties, the CAO is the commission or council chair, except where there is an elected or appointed manager or executive.

General Ledger is a general term for accounting books. A general ledger contains all financial transactions of an organization and may include sub-ledgers that are more detailed. A general ledger may be electronic or paper based. Financial records such as invoices, purchase orders, or depreciation schedules are not part of the general ledger, but rather support the transaction in the general ledger.

Mitigating Controls are systems or procedures that effectively mitigate a risk in lieu of separation of duties.
Original Bank Statement means a document that has been received directly from the bank. Direct receipt of the document could mean having the statement 1) mailed to an address or PO Box separate from the entity's place of business, 2 ) remain in an unopened envelope at the entity offices, or 3 ) electronically downloaded from the bank website by the intended recipient. The key risk is that a treasurer or clerk who is intending to conceal an unauthorized transaction may be able to physically or electronically alter the statement before the independent reviewer sees it.

Treasurer is the custodian of all cash accounts and is responsible for overseeing the receipt of all payments made to the entity. A treasurer is always an authorized signer of all entity checks and is responsible for ensuring cash balances are adequate to cover all payments issued by the entity.

Proposal Title: Library Remodel Threshold

Submitted by: Blake Clark

## Originating Committee:

$\qquad$
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:

Quotes have not been submitted yet but by setting a threshold, work can start as soon as possible.

## Background Information, including a list of reviewing committees:

Library Remodel is to make room for the Math Center.

## Assessment:

## Recommendation:

It is recommended that the Board vote on a threshold to allow the Library remodel to get started in June.

Please submit this form with all accompanying paperwork to the Board Secretary, Deborah Odenwalder, at dodenwalder@gwacademy.org by the $15^{\text {th }}$ day of the month of the Board meeting.

Proposal Title:
ELA Curriculum for 6th and 7th Grade: Evidence-Based Academics

Submitted by:
Christine Giles

## Originating Committee: Curriculum

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 curriculum committee has completed a thorough process to select a new literacy curriculum that aligned with both state standards and the instructional vision of the school. Extensive research was conducted to identify potential curricula, followed by evaluation and piloting of teachers. After careful deliberation, a consensus was reached on the most suitable curriculum, considering factors such as alignment with standards, adaptability, and engagement potential. The chosen curriculum truly reflects the values and goals of the GWA community, thereby ensuring high-quality literacy instruction for sixth and seventh-grade students.

## Background Information, including a list of reviewing committees:

The curriculum committee engaged in a comprehensive process, particpating in learning from presentors from multiple curriculum programs, to exploring available options and their alignment with current literacy standards and research. Acquiring teaching materials for review, the sixth and seventh-grade teachers integrated various curriculums into their instruction over several months. This hands-on approach facilitated the committee's decision-making process, enabling us to discern the most suitable curriculum choice.

## Assessment:

After careful consideration, the committee concluded that Evidence-Based Academics stood out as the optimal curriculum choice. It not only fulfilled the criteria outlined in the GWA instructional vision but also catered to the needs of our sixth and seventh-grade teachers. Offering user-friendly resources, professional development opportunities, and comprehensive support, Evidence-Based Academics enhances 21st-century instruction and learning in our middle school classrooms.

## Recommendation:

The Curriculum Committee recommends the approval of the purchase of the Evidence-Based Academics curriculum for George Washington Academy. After thorough evaluation, it's clear that this curriculum aligns with our instructional vision and provides significant benefits both fiscally and instructionally. Approving the purchase of Evidence-Based Academics will demonstrate our commitment to academic excellence and ensure the continued success of our students and educators.

Please submit this form with all accompanying paperwork to the Board Secretary, Deborah Odenwalder, at dodenwalder@gwacademy.org by the $15^{\text {th }}$ day of the month of the Board meeting.

## QUOTE - George Washington Academy

## George Washington Academy

2277 S. 3000 E. Street
St. George, UT 84790

## Christine Giles

cgiles@gwacademy.org

Reference: 20240108-084307483
Quote created: January 8, 2024
Quote expires: July 31, 2024

EB Academic Camps, LLC
Attn: Caitlin Mitchell
PO Box 7
San Anselmo, CA 94960

Prepared by: Kari Turner
schools@ebacademics.com
(415) 448-6667

| PRODUCTS \& SERVICES | SCHOOL TERM | QUANTITY | PRICE PER LICENSE | PRICE |
| :---: | :---: | :---: | :---: | :---: |
| EB All-Access School Partnership <br> - Annual Transferable Teacher License | $\begin{array}{r} 2024 \\ 2025 \end{array}$ | 2 | \$997.00 | $\begin{array}{r} \$ 1,794.00 \\ \text { after } \$ 200.00 \\ \text { discount } \\ \text { for } 1 \text { year } \end{array}$ |
| All-Access Suite - Year 2 | $\begin{array}{r} 2025- \\ 2026 \end{array}$ | 2 | \$997.00 | $\begin{array}{r} \$ 1,794.00 \\ \text { after } \$ 200.00 \\ \text { discount } \end{array}$ |
| All-Access Suite - Year 3 | $\begin{array}{r} 2026- \\ 2027 \end{array}$ | 2 | \$997.00 | $\begin{array}{r} \$ 1,794.00 \\ \text { after } \$ 200.00 \\ \text { discount } \end{array}$ |
| SUMMARY |  |  |  |  |
| One-time subtotal |  |  |  | $\begin{array}{r} \text { \$5,382.00 } \\ \text { po.00 discount } \end{array}$ |


| Total | $\$ 5,382.00$ |
| :--- | :--- |

## Comments:

On August 1, or when payment is received (if after August 1), 2 teachers will be enrolled in the EB All Access Program for 3 years (effective dates: 8/1/24-7/31/27).

- EB Writing Program
- EB Vocabulary Program
- EB Grammar Program
- EB Novel, Short Story, Reading Units + Activities
- Two 12-hour Batch Planning Live (virtual) PD Events
- 50+ Hours On-Demand PD

EB Academic Camps, LLC W9

## Proposal Title: ${ }^{\text {IXL Learning }}$

Submitted by:
Christine Giles

Originating Committee: ${ }^{\text {n/a }}$

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 teachers have shown interest in shifting to IXL Learning, which aligns with Utah state standards and provides valuable data while syncing seamlessly with our math curriculum, Into Math. With IXL, teachers can tailor instruction to better suit students' needs, leading to enhanced learning outcomes. Moreover, IXL supports classroom teachers who lack a purchased curriculum for subjects like Science and Social Studies. Additionally, IXL offers an enhanced Reading platform, surpassing Reading Plus, whose contract expires in August 2024

## Background Information, including a list of reviewing committees:

Teachers found Moby Max to be lacking in user-friendliness and effectiveness for math intervention and extension. GWA successfully terminated its contract with Moby Max two years ahead of schedule and received a full refund from the initial purchase. During April and May, teachers in grades 4-7 piloted IXL Learning for Reading, Math, Social Studies and Science at no cost and are now requesting to continue using the platform due to its effectiveness, user-friendliness, and alignment with state standards and classroom curriculum.

Assessment:
GWA teachers have expressed a strong interest in transitioning to IXL Learning, considering it the top choice among digital learning platforms for various subjects and grade levels. Overall assessment suggests that IXL is the optimal choice for math from Kindergarten through Seventh grade, Reading from fourth grade through seventh grade, and Social Studies in 6th grade, as well as Science in 6th and 7th grades. IXL provides robust support for teachers lacking a purchased curriculum in subjects such as Science and Social Studies, while also offering an improved Reading platform compared to Reading Plus, whose contract expires in August 2024.

## Recommendation:

Based on extensive evaluation and piloting, I recommend the adoption of the IXL Learning platform for our school. Our teachers have unanimously determined that IXL is the optimal choice for supplementing learning and providing students with addional enrichment. IXL's alignment with Utah state standards and seamless integration with our math curriculum, Into Math, enable personalized instruction, significantly improving learning outcomes.

Please submit this form with all accompanying paperwork to the Board Secretary, Deborah Odenwalder, at dodenwalder@gwacademy.org by the $15^{\text {th }}$ day of the month of the Board meeting.

IXL Learning
777 Mariners Island Blvd., Suite 600
DATE: MAY 7, 2024
San Mateo, CA 94404

TO:
Christine Giles
George Washington Academy
2277 S 3000 E
Saint George, UT 84790

COMMENTS OR SPECIAL INSTRUCTIONS

| SALESPERSON | TERMS | SUBSCRIPTION DURATION | QUOTE VALID UNTIL |
| :---: | :---: | :---: | :---: |
| Wendy Orme |  | 1 year | July 1,2024 |



## Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click here or go to http://www.ixl.com/poupload and enter quote \# 1385082-4. For international accounts, we can accept wire transfers for an additional fee.

Proposal Title:
Phone agreement renewal

Submitted by: Steve Erickson

## Originating Committee: Technology Committee

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:

This is a yearly renewal for the phone service from Mango Voice.

## Background Information, including a list of reviewing committees:

We have used Mango Services for the last three years and it has been great.

## Assessment:

## Recommendation:

Please accept the renewal amount for the Mango Phone Service in the amount of $\$ 9,816.96$.

Please submit this form with all accompanying paperwork to the Board Secretary, Deborah Odenwalder, at dodenwalder $@$ gwacademy.org by the $15^{\text {th }}$ day of the month of the Board meeting.

submitted By: Steven Erickson
Date: $5 / 10 / 24$
vendor: Mango Voice
Website/Contact Info:
BILL/SHIP TO: George Washington Academy 2277 S. 3000 E.
St. George, UT 84790


Due: Mon, Jun 10, 2024
Total: \$9,816.96
BII率 93511 Customer 052020-00001945

# George Washington Academy <br> 2277 S 3000 E <br> Saint George, UT 84790 

Remit to:<br>Mango Voice<br>446 S Mall Dr<br>Ste 200<br>St. George, UT 84790

| Summary |  |
| :--- | ---: |
|  |  |
| Balance Information |  |
| Previous Balance | 0.00 |
| Balance Forward |  |
| New Charges | $9,503.64$ |
| Recurring Charges | 313.32 |
| Taxes and Surcharges | $9,816.96$ |
| Total New Charges | $9,816.96$ |
| Total Amount Due |  |

## Recurring Charges

| Description | Start | End | Rate | Qty | Amount |
| :---: | :---: | :---: | :---: | :---: | :---: |
| E911 Compliance - |  |  |  |  |  |
| Annual | 06/10/2 | 4 06/09/25 | 59.76 | 1 | 59.76 |
| Mango - Annual (x78) | 06/10/2 | 4 06/09/25 | 60.00 | 78 | 4,680.00 |
| Mango Digital Line - |  |  |  |  |  |
| Annual (x78) | 06/10/2 | 4 06/09/25 | 60.00 | 78 | 4,680.00 |
| Regulatory Fee - Annual | 06/10/2 | 4 06/09/25 | 83.88 | 1 | 83.88 |
| Subtotal |  |  |  | \$9,503,64 |  |

## Taxes and Surcharges

|  |  |
| :--- | ---: |
| FCC Cost Recovery Fee | 4.95 |
| Federal Telecommunications Relay Services Fund (IPCTS) | 81.96 |
| Federal Telecommunications Relay Services Fund (Non-IPCTS) | .21 |
| Federal Universal Service Fund | $\mathbf{2 2 6 . 2 0}$ |
| Subtotal | $\mathbf{\$ 3 1 3 . 3 2}$ |

## Management Reports

| Location Summary <br> Location | Usage | Monthly | OneTime | SubTotal |
| :--- | :--- | :--- | :--- | ---: |
| $2277 \mathrm{~S} \mathrm{3000E}$ |  | $9,503.64$ |  | $9,503.64$ |
| Misc Usage |  | $\mathbf{0 . 0 0}$ | $\mathbf{9 , 5 0 3 . 6 4}$ | $\mathbf{0 . 0 0}$ |
|  | $\mathbf{9 , 5 0 3 , 6 4}$ |  |  |  |

Proposal Title:
Computer Replacement

Submitted by: Steve Erickson

## Originating Committee: Technology Committee

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:

As part of our 5 year plan we try to replace the oldest computers each year.

## Background Information, including a list of reviewing committees:

We have allocated $\$ 10,000$ for computer replacement each year.
Technology Committee

## Assessment:

## Recommendation:

The committee recommends going with the cheapest bid which is Superior Technical Solutions in the amount of $\$ 9,959.84$ for 10 Dell computers and 6 Dell Monitors.

Please submit this form with all accompanying paperwork to the Board Secretary, Deborah Odenwalder, at dodenwalder $@$ gwacademy.org by the $15^{\text {th }}$ day of the month of the Board meeting.


Submitted By: Steve Erickson
Date: 5/9/2024 vendor: STS
Website/Contact Info:
BILL/SHIP TO: George Washington Academy

$$
2277 \text { S. } 3000 \text { E. }
$$

St. George, UT 84790


| 600 Supplies \& Materials | Budget Detail: |
| :--- | :--- |
| 700 Property | Budget Detail: 734 |
| Principal Discretionary <br> Curriculum | Land Trust |

Executive Director's Approval (For purchases up to $\$ 2,000$ )

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

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

## INVOICE

BILL TO
George Washington Academy 2277 S 3000 E
St George, UT 84790 USA

SHIP TO
George Washington
Academy
2277 S 3000 E
St George, UT 84790 USA

INVOICE \# 7435
DATE 05/02/2024
DUE DATE 05/17/2024
TERMS Net 15

DESCRIPTION
Computer
Dell Precision 3260 i5 13500/16GB DDR5 RAM/512 M. 2
Storage/ Windows 11 Pro/3Yr Warranty

| Computer <br> $24 "$ dell monitors | 6 | 109.99 | 659.94 |
| :--- | :--- | :--- | :--- |

QTY
10

6
24" dell monitors

PATE
AMOUNT
929.99
109.99

9,299.90
,

SUBTOTAL
9,959.84
TAX
0.00

TOTAL 9,959.84
BALANCE DUE
\$9,959.84

| Quote Details Brint |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  | Quote Number: 244643049 |  |
| Billing | Address Jessica Bentley George Washington Academy 2277 S 3000 E ST GEORGE, UT 84790 Phone 435-673-2232 | Shipping Address $\begin{array}{ll}\text { J } \\ & \mathrm{G} \\ & \text { A } \\ & 2 \\ & \mathrm{~S} \\ & \mathrm{P}\end{array}$ | Jessica Bentley George Washington Academy 2277 S 3000 E ST GEORGE, UT 84790 Phone 435-673-2232 |  |  |
| $\frac{65}{10}$ | hroatc ineminim | Arambint | Bemrent Mdrers | Brice | T041rice |
|  | Dell Precision 3260 Compact <br> - USFF - Core i5 135002.5 <br> GHz - 16 GB - SSD 512 GB <br> Catalog Open Market <br> Item BB22129025 <br> Manufacturer 55HCM | In Stock | Shipping Address Ship to my address | \$935.99 | \$9,359.90 |
|  | Standard Delivery |  |  |  |  |
| 6 | Dell - 23.8" LCD FHD Monitor (DisplayPort,USB, HDMI) Black, Silver Catalog Open Market Item BB21783383 Manufacturer DELL-P2422H | In Stock | Shipping Address <br> Ship to my address | \$161.99 | \$971.94 |
|  | Standard Delivery |  |  |  |  |


| $\mathbf{\$ 1 0 , 3 3 1 . 8 4}$ |  |  |
| ---: | ---: | ---: |
| Product Total: | Standard Delivery: | Tax: |
| $\$ 190.46$ |  |  |
| $\$ 697.40$ |  |  |

## Expiration Date

- 06/06/24


## Shipping Method(s)

- (Instructions:)


## Payment Type

- Business Advantage Account************5467

Best Buy For Business is pleased to provide the quote you requested. We realize you have numerous options for procuring IT Products and appreciate that you contacted us. We will honor the prices on this quote through the expiration date identified above.

Given the rapid change in technology and product availability, Best Buy For Business cannot guarantee all the items on this quote will be available for purchase in the future. In that case, we will work together to make changes or modifications to your quote or order.

Thank you for partnering with Best Buy For Business on this opportunity.

## Protech Castle Rock

825 Wilcox St
Castle Rock, CO 80104 US
+1 7202744711
gfaircloth@protechcr.com

## Quote

www.protechcr.com


|  |  |  |  |  |  |
| ---: | :--- | :--- | ---: | ---: | ---: |
|  | DELL-PRT3260HC6RP | 3260 MICRO i5 16G 512G W11 | 10 | $1,304.11$ | $13,041.10$ |
|  | DELL-E2424HS | Dell 24" Monitor | 6 | 199.97 | $1,199.82$ |

Accepted By
Accepted Date

Pricing Proposal
Quotation \#: 24821363
Created On: 5/6/2024
Valid Until: 5/18/2024

## UT-City of Saint George Washington Academy School District

Jessica Bemtley<br>2277 South 3000 East<br>Saint George, UT 84790<br>United States<br>Phone: (435) 673-2232<br>Fax:<br>Email: jbentley@gwacademy.org

## Inside Account Executive

Andrew Meshriky<br>290 Davidson Ave.<br>Somerset, NJ 08873<br>Phone: 732-564-8662<br>Fax:<br>Email: Andrew_Meshriky@shi.com

All Prices are in US Dollar (USD)

| Product | Qty | Your Price | Total |
| :--- | :--- | :--- | :--- |
| Dell Precision 3260 Compact - USFF - $1 \times$ Core i7 13700/2.1 GHz - vPro Enterprise - | 10 | $\$ 1,537.00$ | $\$ 15,370.00$ |
| RAM 16 GB - SSD 512 GB - NVMe, Class 40-Quadro T1000-GigE, 802.11ax (Wi-Fi |  |  |  |
| 6E) - WLAN: Bluetooth, 802.11a/b/g/n/ac/ax (Wi-Fi 6E) - Win 11 Pro - monitor: none - |  |  |  |
| black |  |  |  |
| Dell - Part\#: 2CKTX |  |  |  |
| Contract Name: Open Market |  |  |  |
| Contract \#: Open Market |  |  |  |
| Note: 28 Units in Stock ; ETA 3-5 Business Days |  |  |  |

2 Dell P2422H - LED monitor - 24" - $1920 \times 1080$ Full HD (1080p) @ 60 Hz - IPS - 250
6
$\$ 176.00$
\$1,056.00 cd/m - 1000:1-5 ms - HDMI, VGA, DisplayPort - black - with 3 years Advanced Exchange Service and Limited Hardware Warranty - for Latitude 5320, 5520;
OptiPlex 3090; Prec
Dell - Part\#: DELL-P2422H
Contract Name: Open Market
Contract \#: Open Market
Note: 1196 Units in Stock ; ETA 3-5 Business Days

|  |  |
| ---: | ---: |
| Subtotal | $\$ 16,426.00$ |
| Shipping | $\$ 0.00$ |
| ${ }^{*}$ Tax | $\$ 0.00$ |
| Total | $\$ 16,426.00$ |

*Tax is estimated. Invoice will include the full and final tax due.

## Additional Comments

Dell has a no-returns policy on all products. If an item is DOA, missing, wrong, or visibly damaged in transit, SHI must be notified within 24 hours.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

#  <br> PROPOSAL FOR BOARD ACTION 

## Proposal Title:

Submitted by: Steve Erickson
Originating Committee: Campus Management
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:

We put out to bid on the landscaping service and asked for a locked in 3 year quote. We received quotes from 3 companies.

## Background Information, including a list of reviewing committees:

We are currently using Rainmaker for this service.

## Assessment:

## Recommendation:

The committee recommends keeping Rainmaker as the company that services our landscaping needs. They have been great to work with and did not raise their price from the last 3 years. Please accept the recommendation from this committee for Rainmaker and for the amount of $\$ 850$ a month for the landscaping service.

Please submit this form with all accompanying paperwork to the Board Secretary, Deborah Odenwalder, at dodenwalder@gwacademy.org by the $15^{\text {th }}$ day of the month of the Board meeting.


Submitted By: SHEVE ERICKSON
Date: 5/9/2024 Vendor: Rainmaker
Website/Contact Info:
BILL/SHIP TO: George Washington Academy 2277 S. 3000 E.
St. George, UT 84790
600 Supplies \& Materials Budget Detail:

700 Property
Principal Discretionary
Curriculum
Student Incentives
Special Education
Other: $\qquad$
Notes: $\qquad$
Budget Detail:
Land Trust CAA

Procurement:
If the item is over $\$ 100$
and/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.

Budget Detail: $\qquad$
$\qquad$

Executive Director's Approval (For purchases up to $\$ 2,000$ )

Approving Board Member
Date
(For purchases between \$2,00 - \$5,000)

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

GWA is looking for a 3 year bid and would like the following schedule. We would pay monthly.

| Landscape Maintenance |  |
| :---: | :---: |
| Turf |  |
| Mowing | Once a week |
| Edging | Once a week |
| Line Trimming soft edges | Once a week |
| Grub Control | Once a year |
| Turf Fertilization | Three times a year |
|  |  |
| Shrubs and Planter Beds |  |
| Shrub pruning | As needed for correct growth and development |
| Shrub fertilization | Two times a year |
| Hand Pull/Spot spray Weeds | Once a week |
|  |  |
| Backpack blowing walkways | Once a week |
| Post Emergent Herbicide | As needed |
| Pre Emergent Herbidcide | As needed |
| Disease Control | As needed |
|  |  |
| Water Management |  |
| Minor Irrigation adjustments | As needed |
| Schedule and Manage Controllers | As needed |
| Monitor System Performance | As needed |
|  |  |
| Arbor Care Services |  |
| Insect and Disease Monitoring | As needed for correct growth and development |
| Pruning Trees | As needed for correct growth and development |
|  |  |
| Emergency Services |  |
|  | On-call as needed |

## GEORGE WASHINTON ACADEMY LANDSCAPE MAINTENANCE AGREEMENT

This agreement is effective April 1, 2024 and is between George Washington Academy herein "Owner," and Rainmaker All Season Maintenance, herein "Landscape Contractor," is made and entered into as follows:

The Owner agrees to enter into this agreement for the services of the Landscape Contractor and the Landscape Contractor agrees to accept the terms and conditions of this agreement and its attached Exhibits 1 and 2.

Landscape Contractor is an independent contractor and therefore assumes all responsibilities for any taxes, insurance, or licenses as may be required by federal, state, or local laws for the protection of its employees or for the right to do business.

Landscape Contractor shall maintain general liability insurance of not less than $\$ 1,000,000$ (one million dollars).

The term of this agreement shall for a period of thirty $\mathbf{3 6 ( 3 6 )}$ consecutive months beginning April 1, 2024 and ending on Mar. 30, 2027 subject to the termination clauses below. This Agreement shall automatically renew at the end of the term for additional twelve (12) month period unless either party provides a 30 day written notice to the other party of its intent to terminate this Agreement or renegotiate the provisions of this Agreement. Any renegotiation shall be completed by prior to the expiration date of the term.

Parties agree that the fee for service shall be $\$ 850.00$ per month. The fee includes maintenance according to this Landscape Maintenance Agreement. In addition to the monthly fee, the Owner shall pay for additional services, repairs, parts and chemical applications not specifically covered under this Agreement. Payment terms are net thirty (30) days after receipt of invoice by the Owner or its Property Manager, if any. If payment is not made timely, a late fee of $\$ 25$ or $2 \%$ of the outstanding invoice amount (whichever is greater) will be added to the correct invoice total and interest will accrue at $2 \%$ per month beginning on the 1 st day of the date of invoice.

The Owner will designate a board member or representative of the Owner's Property Management Company to act as liaison (Property Manager) and primary point of contact for all concerns, emergency calls, service requests and/or complaints. All communication shall be directed to the Landscape Contractor and the Owner's Property Manager.

The Landscape Contractor may provide other landscaping services, sprinkler repair and other services outside of this Agreement to the Owner at additional charges. Such charges shall be invoiced directly to the Owner.

Either party may terminate this Agreement prior to the end of the Agreement's term with thirty (30) days written to the other Party. In the event of termination, the Owner shall pay the Landscape Contractor for all services incurred leading up to and including the date of termination.

This agreement constitutes the full understanding of the parties and no oral representations or prior written representations made by either party shall be binding. This agreement may be modified by an additional writing executed by $a(n)$ authorized representative(s) of each party.

Dated: $\qquad$

Ben Deceuster
Owner, Certified Landscape Technician \& Irrigation Auditor
Rainmaker All-Season Maintenance
C: 661.360.2388
E: ben@rainmakerallseason.com

Dated: $\qquad$

Owner Management Representative,

## EXHIBIT 1

## SERVICES PROVIDED BY LANDSCAPE CONTRACTOR

General Description of Services. Landscape Contractor agrees to follow accepted horticultural and landscape maintenance practices to maintain landscaped yard and common areas of the community in an attractive and healthy condition. Services include general turf care, plant and shrub maintenance, blow and/or sweep sidewalks, weed abatement, grooming of decorative rock and otherwise maintain landscaped areas in a well-kept and attractive condition. Service areas include:

Scope Areas:

1. Common areas at 2277 S 3000 E, St. George, UT 84790

Landscape Contractor will perform work on one day of each week during the Monday through Friday time frame to fulfill the spirit and intent of the Agreement. Some maintenance tasks like spraying for weeds may occasionally require servicing the community on days outside the designated service date. In the event of inclement weather, there will be no "make-up" day and landscape services may be postponed and resume on the regularly scheduled workday the following week. Rainmaker is closed on major holidays for 4th of July, Labor Day, Christmas, Thanksgiving, and New Year's Day, but on call for emergencies. Landscape contractor does not take responsibility for incidental damages from landscape operations, but only in the case of negligence of its employees.

1. Work times. Landscape Contractor shall start all normal services no earlier than 6:00 am beginning in the common areas of the community first and finishing no later than 6:00 pm. Employees will be identified while on premises by logo shirts or safety vests.
2. Turf care. Landscape Contractor shall mow, edge and trim the turf grass in common areas within the Owner. Mower heights will be adjusted according to weather and seasonal conditions. Biweekly edging of turf grass will be done with a fixed blade or line edger. Mowing frequency depends on growth rate of grass.
3. Grooming and Maintenance of xeriscaped areas. Landscape Contractor will rake or brush and maintain xeriscaped and decorative rock beds as needed to ensure a clean and groomed appearance.
4. All chemical applications of pre emergent, fertilizer, herbicide, insecticide, and fungicide will be charged separately. Exhibit 2 provides some guidance as to when they will be applied. Landscape Contractor will blow and/or sweep excess fertilizer after application to avoid sidewalk or roadway staining.
5. Weed Abatement. Landscape Contractor will provide ongoing weed abatement for landscaped areas, sidewalks, and joints between curb and street surfaces in an ongoing fashion. Weed abatement will be accomplished through hand-weeding and chemical controls including spray herbicide applications, as needed.
6. Shrub Maintenance. Landscape Contractor will provide on-going pruning and trimming of plants and shrubs to maintain a well-manicured look. Structural pruning is done during winter and lighter shape pruning is done once during the growing season.
7. Tree Maintenance. Landscape Contractor shall provide seasonally appropriate basic tree maintenance to remove suckers and limbs that interfere with driveways, walkways, sidewalks and/or buildings. The Owner may contract outside of this agreement for tree trimming, pruning or maintenance for trees greater than 12 feet with additional costs (labor, equipment, subcontractors, etc.).
8. Pond/Water feature maintenance. $\qquad$ Applies _X__ Does NOT apply to this contract. Landscape Contractor will provide on-going pond maintenance including filter cleaning, algae reduction through manual and/or chemical processes in accordance with guidelines established by the Owner. Costs of chemicals are the responsibility of the Landscape Contractor. Additional plant material and biological additives approved by the Owner are to be invoiced monthly and shall be reimbursed by the Owner according to payment terms above.
9. Trash/Debris. Debris, consumer waste and other items that are left in landscape or common areas are not the responsibility of the Landscape Contractor.
10. Water management. Sprinkler systems shall be inspected and seasonally adjusted by the Landscape Contractor while keeping excessive run off to a minimum.
11. Plant Replacement. Plant/shrub/tree removal and/or replacement shall be done at an additional cost to the Owner. At the direction of the Owner, Landscape Contractor will remove and replace plants and trees that are hazardous or over-crowded as well as any dead plant material. When plants are removed, the drip line(s) will be capped and buried. When plants are replaced, the drip line(s) will be checked and replaced/repaired as necessary. Costs of plant replacement and labor will be billed to and paid by the Owner.
12. Sprinkler Repair. Irrigation system diagnosis and repair shall be done at an additional cost. Repair of sprinkler system components including but not limited to controllers (clocks), valves, manifolds, shutoff valves, lateral underground pve and drip irrigation lines, and spray heads is offered to contracted at a rate of $\$ 50.00$ per worker hour plus cost of materials. General labor is offered to contracted at a rate of $\$ 40.00$ per worker hour.
13. Periodic Meetings and Landscape Review. The Landscape Contractor agrees to attend regularly scheduled meetings with the Owner and/or it Property Manager to report on landscape issues, conditions and events.

EXHIBIT 2
PROPOSED CHEMICAL \& SERVICE SCHEDULE

| MONTH | CHEMICAL TREATMENTS |
| :--- | :--- |
| January | Winter Tree and Shrub Pruning |
| February | Winter Tree and Shrub Pruning <br> Prodiamine Pre-emergent herbicide |
| March | Fertilizer 28-3-10 for turf area. <br> Turn on irrigation <br> Sod patch per approval of the Board <br> Start mowing every other week |
| April | Post emergent weed control, as needed using Round Up Quick <br> Pro or Prosecutor in bed areas, and Speedzone in turf areas as <br> temperatures permit during growing season. <br> Mow and blow weekly, turf blade edging every other week <br> throughout growing season. |
| May | Begin light summer pruning rotation through community. <br> Continue post emergent spraying and mow schedule. |
| June | Summer turf and shrub fertilizer treatment. <br> Continue light summer pruning rotation through community. <br> Continue post emergent spraying and mow schedule. |
| July | Continue light summer pruning rotation through community. <br> Continue post emergent spraying and mow schedule. |
| August | Continue light summer pruning rotation through community. <br> Continue post emergent spraying and mow schedule. |
| Sovember | Leaf drop cleanup <br> Winter pruning <br> Turn off irrigation and backflow preventers. |
| September | Post emergent weed control, as needed. <br> Fertilize turf and shrub areas. |
| October | Turf fertilizer and soil conditioner treatment. <br> Switch mowing to every other week. <br> Reseed or install sod per approval of the Board. <br> Plant and tree replacement per approval of the Board. <br> Winter pruning |
| December | Leaf drop cleanup <br> Nor |

Notes: Alternative chemicals may be used due to price, availability or performance considerations.

Landscape maintenance service schedules may vary bāsed on weather and other conditions.

Irrigation repairs as needed throughout the year.
All other enhancement work such as rock replenishment to be done per approval of the Board.

End of Exhibit 2

## Desert Falls Landscape

1429 N. 1500 W.
4/2/2024
St. George, UT 84770
435-619-6864
desertfallslandscape@gmail.com
Re: George Washington Academy
2277 S. 3000 E.
St. George, UT 84790

| $\begin{aligned} & \text { ITEM } \\ & \text { NO. } \end{aligned}$ | DESCRIPTION | COMMENTS | TOTAL |
| :---: | :---: | :---: | :---: |
| 1. | Weekly services <br> - Mowing <br> - Edging <br> - Line trimming soft edges. <br> - Hand pull / spray for weeds <br> - Blowing walkways, planter beds around property <br> - Fertilizing Lawn (3 times a year) <br> - Pruning shrubs \& trees anything below 8 ft . | Monthly Price | \$700.00 |
| 2. | Grub Control | Per treatment | \$60.00 |
| 3. | Fertilizer for shrubs | Per treatment | \$400.00 |
| 4. | Pre-Emergent / Post Emergent | Per treatment | \$360.00 |
| THANK YOU FOR YOUR BUSINESS! |  |  |  |

## Black Diamond Insight

Po box 176
Laverkin, UT 94745 US
$+14358156406$
blackdiamondthaw Oyahoo.com

## Estimate

| AOURESS | ESTMATE | 1211 |
| :--- | :---: | :---: |
| Jessica Bentiey |  | DATE |
| GWA |  |  |
| 2277 S. $3000 E$ |  |  |
| St. George UT |  |  |

DESCRIPTION
Estimate for landscape maintenance at GWA includes:
--Turf
--Shrubs and Planter Beds
-- Aater Management
*We will bre Services in a certified arborist twice a year for the
inspection and rimming of bigger trees, to ensure the proper
growth and health of the trees.

- Emergency Services will be billed at $\$ 100$ per hour.
--Additional Items include:
-Non emergency water line repairs leaks/breaks
-Adding additional rock in places that are thin or bare upon requested
.Plant replacement upon request
-Will be billed at $\$ 75$ per hour with a 1 hour minimum plus material cost

Total cost is $\$ 250$ per week
This estimate is good for 3 years

| SUGTOTAL | 250.00 |
| :--- | ---: |
| TAX | 0.00 |
| TOTAL | $\$ 250.00$ |

Accapied By


Bes wishos from all of us Black Diamond insight
Page 10 of

Proposal Title:
Strip and Wax of school floors
Submitted by: Steve Erickson

## Originating Committee: Campus Management

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:

We reached out to get bids on rewaxing and stripping of the floors. We had three companies interested but only received 2 quotes. One company we kept reaching out to and they said they were going to send a quote in but they never did.

## Background Information, including a list of reviewing committees:

We asked the companies to bid on a three year agreement. 2 of the years would be just re-waxing the floors and 1 year to strip and wax the floors. We have used Utah Cleaning in the past and feel they do good work.

Campus Management

## Assessment:

## Recommendation:

The committee recommends going with Utah Cleaning as they were the cheapest bid. The three year agreement will be as follows but years can be switched if we see the need to. Each year we will bring this amount to the Board.
July 2024 - Rewaxing floors for a total of \$7,018.00
July 2025 - Strip and wax for a total of \$11,946.00
July 2026 - Rewaxing floors for a total of \$7,018.00
Please submit this form with all accompanying paperwork to the Board Secretary, Deborah Odenwalder, at dodenwalder@gwacademy.org by the $15^{\text {th }}$ day of the month of the Board meeting.


Submitted By: STEUE ERICKSOM
Date: 5/9/202y vendor: utah Cleaning Website/Contact Info:

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



Student Incentives
Special Education
Other: $\qquad$
Notes: $\qquad$


School Credit Card (Admin)
Authorization for Travel
Dates of Travel:
Reimbursement Request (Fill Out Below \& Attach all Receipts)

Teacher Supply Account Purchase? Y N

March 26, 2024
Attn: Jessica Bentley
George Washington Academy
2277 S 3000 E
St. George, UT 84790
T: (435) 673-2232
Email: jbentley@gwacademy.org
Re: Floor Services Bid - Three Year Plan
Hi Jessica:

Thank you for contacting us again about the opportunity to provide our services to you. We are very familiar with the best process to do this floor service. We have been fortunate enough to do your wax service since 2016 working with Rodney to achieve the best outcome and meeting deadlines.

This is to provide a three-year plan. This plan will include two years of scrub and wax, and then a strip and wax. The order can be changed if you feel you want the strip and wax earlier. Here are the prices:

1. Deep Scrub and Wax (Cafeteria floors, Gym Floors, Hallway Floors): $\$ 5,940.00$
2. Strip and Wax (Cafeteria floors, Gym Floors, Hallway Floors): \$10,868.00

You also asked about stripping and waxing two classrooms. To do this would be a cost of $\$ 1,078.00$.

If this bid works for you, please contact Sharlene at (435) 673-0170 (or email her at sharlene@utcleaning.com) to schedule the job. We look forward to hearing from you. Thank you.

Sincerely,


Utah Cleaning
3292 E Deseret Drive So.
\#104-A
Saint George, UT 84790
Tele: (435) 673-0170
Site: www.utcleaning.com


205 S 2060 E
St George Utah 84790

Bid for 3 year contract of Floor strip and Wax of George Washington Academy School

1 time strip and rewax
Annual waxing (2 times per contract)
\$13,875
$\$ 6,940$ each time

## Floor Strip and Wax Proposal

5 messages

## Bentley, Jessica [jbentley@gwacademy.org](mailto:jbentley@gwacademy.org)

Thu, Mar 28, 2024 at 9:46 AM
To: "cameron@shopxps.com" [cameron@shopxps.com](mailto:cameron@shopxps.com)
Hello,
It was great speaking with you today, we look forward to seeing you this afternoon.
George Washington Academy is looking for Proposals for a 3-year contract starting July 1st, 2024. We have our floors stripped once every 3 years and waxed every year during the summer.

Please provide a three-year bid.
This plan will include 1 year of strip and wax and two years of scrub and wax.

1. Strip and Wax (Cafeteria floors, Gym Floors, Hallway Floors)
2. Deep Scrub and Wax (Cafeteria floors, Gym Floors, Hallway Floors)
3. Stripping and Waxing two classrooms. (Science and Art upstairs)

Please submit bids by Friday, April 5th
"*
Jessica Bentley
George Washington Academy
2277 S. 3000 E .
St. George, UT 84790
435-673-2232


Bentley, Jessica [jbentley@gwacademy.org](mailto:jbentley@gwacademy.org)
Thu, Apr 4, 2024 at 7:30 AM
To: "cameron@shopxps.com" [cameron@shopxps.com](mailto:cameron@shopxps.com)
Cameron,
I am following up if you had a chance to come out and look at our building?
[Quoted text hidden]

Cameron Madsen [cameron@shopxps.com](mailto:cameron@shopxps.com)
Thu, Apr 4, 2024 at 9:31 AM
To: "Bentley, Jessica" [jbentley@gwacademy.org](mailto:jbentley@gwacademy.org)
I haven't been able to get there.Im still up in Draper. Coming back tonight. If you would still like me to come I can be there tomorrow
[Quoted text hidden]

Bentley, Jessica [jbentley@gwacademy.org](mailto:jbentley@gwacademy.org)
Thu, Apr 4, 2024 at 9:38 AM
To: Cameron Madsen [cameron@shopxps.com](mailto:cameron@shopxps.com)
Tomorrow would be great!
[Quoted text hidden]

## Cameron,

I have not received your quote, I have tried calling but no response. I need all quotes today by 2 pm . [Quoted text hidden]


Proposal Title: ${ }^{2024-2025}$ Independent Contractor Agreements for Special Education Services

Submitted by: Mireille Evans, Special Education Director

## 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, with no proposed changes to contractors, scope of work, or compensation:
-Speech Language Pathologist, Occupational Therpist, Physical Therapist, Psychologist
Per USBE request, section 5.4 was added to all Contractor Agreements to grant permission to USBE to request information related to the Agreement and services provided directly from the independent contractor.

## Background:

All of the above listed contractors provide required special education services for GWA students.
During a fiscal monitoring visit, USBE requested we add verbiage to our contract agreements to grant permission to USBE to request information from the Contractor related to the Agreements and services provided.

## Assessment:

n/a

## Recommendation:

It is the recommendation of the Special Education Department to renew all of the attached Independent Contractor Agreements as written with the addition of section 5.4 for continued services in the 2024-2025 school year.

Please submit this form with all accompanying paperwork to the Board Secretary, Jaycee Rogers, at jrogers@gwacademy.org by the $15^{\text {th }}$ day of the month of the Board meeting.

## GWA INDEPENDENT CONTRACTOR AGREEMENT


#### Abstract

THIS INDEPENDENT CONTRACTOR AGREEMENT ("this Agreement') is entered into effective the 1st day of August, 2024 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 a 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 $\$ 75$ per hour for SLP, $\$ 55$ 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 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.
5.5. USBE shall have permission to request information directly from Contractor as it relates to services provided and 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 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: $\qquad$

Signature: $\qquad$ -

Date: $\qquad$

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

## Contractor <br> Intermountain Speech Pathology Services Monica Dixon, SLP

Signature: $\qquad$

Date: $\qquad$

Address:
221 Emeraud Drive, Unit 36
St. George, UT 84770

Email: mondixon1@gmail.com

# GWA INDEPENDENT CONTRACTOR AGREEMENT 


#### Abstract

THIS INDEPENDENT CONTRACTOR AGREEMENT ("this Agreement') is entered into effective the 1st day of August, 2024 by and between: George Washington Academy, a Utah non-profit corporation ("GWA"), and Prickly Pear Pediatric Therapy, LLC("Contractor').


## RECITALS

WHEREAS, Contractor has experience as an 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, reevaluations, screenings, attend IEP meetings, IEP development, complete student IEP progress reports, trainings, and consultation. 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 $\mathbf{5 0}$ hours a 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 terminate this Agreement upon 14 days written notice should GWA determine 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 14 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 $\$ 105$ 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 by the $5^{\text {th }}$ day of the month for services provided during the previous month and shall include with the invoice such documentation as GWA may require substantiating the compensation requested. GWA shall submit payment to Contractor within 15 days of receipt.
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.
5.5. USBE shall have permission to request information directly from Contractor as it relates to services provided and 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 as well as Workers Compensation or Workers Compensation Waiver. 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 worker'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 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: $\qquad$

Signature: $\qquad$

Date: $\qquad$

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

## Contractor:

## Name: Prickly Pear Pediatric Therapy, LLC

Signature: $\qquad$

Date: $\qquad$

Address:
168 N 100, Ste 224
St. George, UT 84790

## GWA INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("this Agreement') is entered into effective the 1st day of August, 2024 by and between: George Washington Academy, a Utah non-profit corporation ("GWA"), and Mountain Land Rehabilitation, LLC. ("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 $\$ 125$ per visit 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.
5.5. USBE shall have permission to request information directly from Contractor as it relates to services provided and 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 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: $\qquad$

Signature: $\qquad$

Date: $\qquad$

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

## Contractor

Mountain Land Rehabilitation, LLC

Name: $\qquad$

Signature: $\qquad$

Date: $\qquad$

Address:
1952 E Fort Union Blvd
Salt Lake City, UT 84121

Email: $\qquad$

## GWA INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("this Agreement') is entered into effective the 1st day of August 2024, 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 $\$ 375$ per evaluation, hotel accommodations reserved and paid for by GWA, and mileage reimbursement at the current State rate 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.
5.5. USBE shall have permission to request information directly from Contractor as it relates to services provided and 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 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: $\qquad$

Signature: $\qquad$

Date: $\qquad$

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

## Contractor

Ryan Houston, Ph.D.

Name: $\qquad$

Signature: $\qquad$

Date: $\qquad$

Address:
3383 Monroe Blvd.
Ogden, UT 84403

Email: ryanhoustonphd@gmail.com


[^0]:    * MC = Mitigating Control

