


|  | (1011 Students) <br> FY21 <br> Actuals |  | (1013 Students) Current Yr's <br> Actuals |  | (1010 Students) <br> Approved <br> Budget |  |  | anges |  | 010 Students) Forecast | \% of Forecast |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Revenue |  |  |  |  |  |  |  |  |  |  |  |
| 1000 Revenue From Local Sources |  |  |  |  |  |  |  |  |  |  |  |
| 1510 Interest | \$ | 42,831 | \$ | 8,946 | \$ | 45,000 | \$ |  | \$ | 45,000 | 19.9\% |
| 1600 Food Services | \$ | 83,722 | \$ | 10,585 | \$ | 40,000 | \$ |  | \$ | 40,000 | 26.5\% |
| 1741 Student Activities and Fees | \$ | 17,152 | \$ | 4,721 | \$ | 6,000 | \$ |  | \$ | 6,000 | 78.7\% |
| 1741 Textbook and Library Fees | \$ | - | \$ | - | \$ | - | \$ |  | \$ | - | \#DIV/0! |
| 1920 Donations | \$ | 13,290 | \$ | 8,345 | \$ | 6,349 | \$ | 5,000 | \$ | 11,349 | 73.5\% |
| 1920 Field Fund Donations | \$ | 61,866 | \$ | - |  |  |  |  |  |  | \#DIV/0! |
| 1920 Leadership Flags | \$ |  | \$ | - | \$ | - | \$ |  | \$ | - | \#DIV/0! |
| 1920 GWA Gives Back | \$ | 2,014 | \$ | - | \$ | - | \$ |  | \$ | - | \#DIV/0! |
| 1920 Background Checks | \$ | 1,164 | \$ | 1,097 | \$ | 931 | \$ | 269 | \$ | 1,200 | 91.4\% |
| 1920 Staff Lounge | \$ | 3,041 | \$ | 598 | \$ | 4,500 | \$ |  | \$ | 4,500 | 13.3\% |
| 1920 Principal Discretionary | \$ |  | \$ | - | \$ | 500 | \$ |  | \$ | 500 | 0.0\% |
| 1920 Dixie Direct Fundraiser | \$ | - |  |  |  |  |  |  |  |  |  |
| 1930 Sales of Assets | \$ | 620 | \$ | 310 | \$ | 3,940 | \$ |  | \$ | 3,940 | 7.9\% |
| 1990 Miscellaneous Income | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \#DIV/0! |
| Total 1000: | \$ | 225,700 | \$ | 34,602 | \$ | 107,220 | \$ | 5,269 | \$ | 112,489 | 30.8\% |
| 3000 Revenue From State Sources MSP |  |  |  |  |  |  |  |  |  |  |  |
| 30-3005 Regular School Program K | \$ | 263,961 | \$ | 118,187 | \$ | - | \$ | 277,873 | \$ | 277,873 | 42.5\% |
| 30-3010 Regular School Program 1-12 | \$ | 2,865,100 | \$ | 1,256,128 | \$ | 3,309,434 | \$ | $(297,522)$ | \$ | 3,011,912 | 41.7\% |
| 30-3020 Professional Staff | \$ | 219,461 | \$ | 96,364 | \$ | 219,244 | \$ | 11,429 | \$ | 230,673 | 41.8\% |
| Special Ed Deferred Revenue | \$ | 787,406 | \$ | - | \$ | - |  |  | \$ | - | \#DIV/0! |
| 31-1205 Sped Educ Reg Add-On WPUS | \$ | 372,913 | \$ | 149,442 | \$ | 372,386 | \$ | - | \$ | 372,386 | 40.1\% |
| 31-1210 Sped Educ Reg Self Contained | \$ | 31,025 | \$ | 12,926 | \$ | 31,025 | \$ |  | \$ | 31,025 | 41.7\% |
| 31-1220 Sped Educ Extended Year Program | \$ | 3,331 | \$ | 941 | \$ | 3,331 | \$ |  | \$ | 3,331 | 28.2\% |
| 31-1225 Sped Educ State Programs | \$ | 5,557 | \$ | 2,499 | \$ | 5,557 | \$ | - | \$ | 5,557 | 45.0\% |
| 31-1278 Sped Educ Stipends Extended Year | \$ | 2,912 | \$ | 784 | \$ | 448 | \$ | 336 | \$ | 784 | 100.0\% |
| 31-5201 Class Size Reduction K-8 | \$ | 328,411 | \$ | 147,964 | \$ | 328,086 | \$ | 23,717 | \$ | 351,803 | 42.1\% |
| 31-5344 Enhancement for At-Risk Student | \$ | 40,663 | \$ | 26,941 | \$ | 40,623 | \$ |  | \$ | 40,623 | 66.3\% |
| 31-5695 Early Intervention | \$ | 75,000 | \$ | - | \$ | - | \$ | 152,652 | \$ | 152,652 | 0.0\% |
| 31-5901 Career and Tech Ed Dist. Add-On | \$ | 8,749 | \$ | 2,310 | \$ | 5,568 | \$ | 5,612 | \$ | 11,180 | 20.7\% |
| 32-0500 Charter School Admin. Costs Base Funding | \$ | 15,000 | \$ | 39,371 | \$ | 15,000 | \$ | 79,489 | \$ | 94,489 | 41.7\% |
| 32-5619 Charter School Local Replacement | \$ | 2,590,182 | \$ | 1,133,295 | \$ | 2,728,010 | \$ |  | \$ | 2,728,010 | 41.5\% |
| 32-5658 Supp Educ COVID 19 | \$ | 130,940 | \$ | - | \$ | - | \$ | - | \$ | - | \#DIV/0! |
| 33-5331 Gifted and Talented | \$ |  | \$ | - | \$ | - | \$ |  | \$ | - | \#DIV/0! |
| 33-5805 Early Literacy | \$ | 36,810 | \$ | 17,406 | \$ | 36,327 | \$ | - | \$ | 36,327 | 47.9\% |
| 34-5642 Elementary School Counselor Grant | \$ | - | \$ | 50,000 | \$ | 25,000 |  |  | \$ | 25,000 | 200.0\% |
| 34-5807 Teacher Salary Supplement Program | \$ | 6,397 | \$ | - | \$ | - | \$ | - | \$ | - | \#DIV/0! |
| 34-5868 Teacher Supplies and Materials | \$ | 7,815 | \$ | 6,249 | \$ | 7,815 | \$ |  | \$ | 7,815 | 80.0\% |
| 34-5876 Educator Salary Adjustment | \$ | 252,237 | \$ | 105,099 | \$ | 252,237 | \$ | - | \$ | 252,237 | 41.7\% |
| 34-5911 ELL Software | \$ | 7,800 | \$ | - | \$ | - | \$ | - | \$ | - | \#DIV/0! |
| 35-5420 School Land Trust Program | \$ | 134,040 | \$ | 134,357 | \$ | 136,473 | \$ | $(2,116)$ | \$ | 134,357 | 100.0\% |
| 35-5655 Digital Teaching \& Learning | \$ | 42,622 | \$ | - | \$ | 57,870 | \$ |  | \$ | 57,870 | 0.0\% |
| 35-5678 TSSA | \$ | 135,571 | \$ | 69,339 | \$ | 135,571 | \$ | 30,844 | \$ | 166,415 | 41.7\% |
| 35-5679 School Based Mental Health Grant | \$ | 56,155 | \$ | 13,039 | \$ | 55,749 | \$ | (898) | \$ | 54,851 | 23.8\% |
| 35-5680 UCCRSC - Utah College and Career Counseling | \$ | - | \$ | - | \$ | 20,000 | \$ |  | \$ | 20,000 | 0.0\% |
| 35-5810 Library Books \& Elective Resources | \$ | 1,064 | \$ | 443 | \$ | 1,062 | \$ | - | \$ | 1,062 | 41.7\% |
| Library ARPA Physical Collection Grant | \$ | - | \$ | - | \$ | - | \$ | 2,000 | \$ | 2,000 | 0.0\% |
| 38-5672 Substance Prevention | \$ | - | \$ | 2,333 | \$ | - | \$ | 2,333 | \$ | 2,333 | 100.0\% |
| 38-5674 Elementary Suicide Prevention | \$ | 1,566 | \$ | 1,000 | \$ | 1,066 | \$ | - | \$ | 1,066 | 93.8\% |
| 38-8070 School Lunch (Liquor Tax) | \$ | 122,058 | \$ | 42,009 | \$ | 70,000 | \$ |  | \$ | 70,000 | 60.0\% |
| 19-5601 Beverly Taylor Sorenson Grant | \$ | 24,269 | \$ | - | \$ | 27,611 | \$ | - | \$ | 27,611 | 0.0\% |
| Total 3000: | \$ | 8,569,015 | \$ | 3,428,426 | \$ | 7,885,494 | \$ | 285,748 | \$ | 8,171,242 | 42.0\% |
| 4000 Revenue From Federal Sources |  |  |  |  |  |  |  |  |  |  |  |
| 42-7210 ESSER CARES | \$ | 56,316 | \$ | - | \$ | - | \$ | - | \$ | - | \#DIV/0! |
| 42-7215 ESSER II CARES | \$ | 130,770 | \$ | - | \$ | 67,576 | \$ | - | \$ | 67,576 | 0.0\% |
| 42-7220 GEERS | \$ | 19,130 | \$ | - | \$ | - | \$ | - | \$ |  | \#DIV/0! |
| 42-7225 ESSER III ARP | \$ | - | \$ | - | \$ | - | \$ | 481,603 | \$ | 481,603 | 0.0\% |
| 45-7280 Corona Relief Grant | \$ | 24,899 | \$ | - | \$ | - | \$ | - | \$ | - | \#DIV/0! |
| 45-7522 IDEA Pre-School | \$ | 2,061 | \$ | - | \$ | 1,853 | \$ | - | \$ | 1,853 | 0.0\% |
| 45-7524 IDEA Flow-Through | \$ | 133,727 | \$ | - | \$ | 70,697 | \$ |  | \$ | 70,697 | 0.0\% |
| 45-8075 National School Lunch Program | \$ | 45,546 | \$ | 13,376 | \$ | 30,000 | \$ | - | \$ | 30,000 | 44.6\% |
| 45-8075 Free \& Reduced Reimbursement | \$ | 305,213 | \$ | 151,626 | \$ | 230,000 | \$ | - | \$ | 230,000 | 65.9\% |
| 45-8075 School Breakfast Program | \$ | 20,595 | \$ | 14,832 | \$ | - | \$ | 35,000 | \$ | 35,000 | 42.4\% |
| 45-8081 Emergency Operating Funds | \$ | - | \$ | 536 | \$ | - | \$ | 536 | \$ | 536 | 100.0\% |
| 47-7290 CARES UEN WiFI | \$ | 29,285 | \$ | - | \$ | - | \$ | - | \$ | - | \#DIV/0! |
| 48-7801 Federal Title I A | \$ | 75,479 | \$ | - | \$ | 68,791 | \$ | - | \$ | 68,791 | 0.0\% |
| 48-7860 Federal NCLB Title II A | \$ | 13,603 | \$ | - | \$ | 13,603 | \$ | - | \$ | 13,603 | 0.0\% |
| Total 4000: | \$ | 856,624 | \$ | 180,370 | \$ | 482,520 | \$ | 35,536 | \$ | 999,659 | 18.0\% |
| Total Revenue: | \$ | 9,651,339 | \$ | 3,643,398 | \$ | 8,475,234 | \$ | 326,553 | \$ | 9,283,390 | 39.2\% |


|  | (1011 Students) <br> FY21 <br> Actuals |  | (1013 Students) <br> Current Yr's <br> Actuals |  | (1010 Students) <br> Approved Budget |  | Changes |  |  | 010 Students) <br> Forecast | \% of Forecast |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Expenses |  |  |  |  |  |  |  |  |  |  |  |
| 100 Salaries |  |  |  |  |  |  |  |  |  |  |  |
| 121.2 Administration | \$ | 330,247 | \$ | 144,176 | \$ | 354,391 | \$ | - |  | \$354,391 | 40.7\% |
| 131 Teachers | \$ | 2,410,978 | \$ | 1,027,901 | \$ | 2,523,083 | \$ | (19,932) |  | \$2,503,151 | 41.1\% |
| 131 Special Education Salaries | \$ | 169,607 | \$ | 80,886 | \$ | 212,809 |  | \$3,578 |  | \$216,387 | 37.4\% |
| 132 Substitute Teachers | \$ | 29,845 | \$ |  | \$ | 30,000 | \$ | - | \$ | 30,000 | 0.0\% |
| 132 SpEd Substitutes | \$ |  | \$ |  | \$ | 5,000 | \$ | - | \$ | 5,000 | 0.0\% |
| 131 Stipends / Merit Pay | \$ | 176,124 | \$ |  | \$ | 55,000 | \$ | - | \$ | 55,000 | 0.0\% |
| LAND TRUST - Stipends | \$ | 11,950 | \$ |  | \$ | - | \$ | - | \$ |  | \#DIV/0! |
| Special Education Stipends (After School) | \$ | 27,333 | \$ | 17,600 | \$ | - | \$ | - | \$ | - | \#DIV/0! |
| COVID 19 Stipend | \$ | 117,088 | \$ |  | \$ | - | \$ | - | \$ |  | \#DIV/0! |
| ESSER II - Stipends | \$ |  | \$ |  | \$ | 12,000 | \$ |  | \$ | 12,000 | 0.0\% |
| ESSER III - After School Stipends | \$ | - | \$ | 2,250 | \$ | 12,000 | \$ | 108,000 | \$ | 108,000 | 2.1\% |
| 142 Counselor | \$ | 87,983 | \$ | 54,269 | \$ | 155,126 |  | \$0 |  | \$155,126 | 35.0\% |
| UCCRSC | \$ |  | \$ |  | \$ |  | \$ | - | \$ |  | \#DIV/0! |
| 143 School Nurse | \$ | 2,439 | \$ | 1,288 | \$ | 2,891 | \$ | - |  | \$2,891 | 44.5\% |
| 145 Librarian / Literacy Aide | \$ | 11,008 | \$ | 4,934 | \$ | 13,692 | \$ | - |  | \$13,692 | 36.0\% |
| 152 Secretaries | \$ | 79,252 | \$ | 44,157 | \$ | 83,979 | \$ | 27,094 |  | \$111,073 | 39.8\% |
| 161 Teacher Aides \& Reading Specialists | \$ | 264,113 | \$ | 94,955 | \$ | 248,301 | \$ | 73,676 |  | \$321,977 | 29.5\% |
| 161 LAND TRUST - ELL Aide/Student Support Para | \$ | 19,653 | \$ | 10,607 | \$ | 40,860 | \$ | - | \$ | 40,860 | 26.0\% |
| 161 SpEd Aides \& Speech Therapist | \$ | 116,434 | \$ | 54,024 | \$ | 108,237 | \$ | 74,515 |  | \$182,752 | 29.6\% |
| 162 Computer Aides | \$ | 29,843 | \$ | 13,785 | \$ | 39,035 | \$ | - |  | \$39,035 | 35.3\% |
| 182 Custodial \& Maintenance | \$ | 109,798 | \$ | 45,678 | \$ | 114,153 | \$ | - |  | \$114,153 | 40.0\% |
| 191 Lunch Room Aide | \$ | 189,317 | \$ | 75,427 | \$ | 218,626 | \$ | 12,826 |  | \$231,452 | 32.6\% |
| Total 100: | \$ | 4,183,012 | \$ | 1,671,937 | S | 4,217,184 | \$ | 279,757 | \$ | 4,496,941 | 37.2\% |
| 200 Employee Benefits |  |  |  |  |  |  |  |  |  |  |  |
| 220 Social Security | \$ | 241,366 | \$ | 104,915 | \$ | 294,546 | \$ | 21,401 | \$ | 315,948 | 33.2\% |
| LAND TRUST - BENEFITS | \$ | 2,418 | \$ | 811 | \$ | 3,126 | \$ | - | \$ | 3,126 | 25.9\% |
| SpEd Social Security | \$ | 21,351 | \$ | 9,773 | \$ | 24,943 | \$ | - | \$ | 24,943 | 39.2\% |
| COVID 19 Stipend | \$ | 8,957 | \$ | - | \$ | - | \$ | - | \$ |  | \#DIV/0! |
| 230 Retirement | \$ | 191,662 | \$ | 80,638 | \$ | 192,500 | \$ | - | \$ | 192,500 | 41.9\% |
| 240 Group Insurance | \$ | 598,606 | \$ | 208,664 | \$ | 742,059 | \$ | $(1,000)$ | \$ | 741,059 | 28.2\% |
| 240 Deductible Stipend | \$ | 11,524 | \$ | 7,482 | \$ | 15,000 | \$ |  | \$ | 15,000 | 49.9\% |
| 270 Worker's Compensation Fund | \$ | 13,181 | \$ | 16,425 | \$ | 14,341 | \$ | 2,084 | \$ | 16,425 | 100.0\% |
| 280 Unemployment Insurance | \$ | 5,976 | \$ | 1,329 | \$ | 13,238 | \$ | - | \$ | 13,238 | 10.0\% |
| Total 200: | \$ | 1,095,041 | \$ | 430,037 | \$ | 1,299,753 | \$ | 22,485 | \$ | 1,322,238 | 32.5\% |
| 300 Purchased Professional \& Technical |  |  |  |  |  |  |  |  |  |  |  |
| 320 Special Education Contractors | \$ | 100,651 | \$ | 31,441 | \$ | 120,610 | \$ | - | \$ | 120,610 | 26.1\% |
| 320 Counseling Services - (FY20 LCSW-Mental Health) | \$ | 9,300 | \$ | - | \$ | - | \$ | - | \$ | - | \#DIV/0! |
| 330 Employee Training \& Development | \$ | 26,477 | \$ | 6,027 | \$ | 20,000 | \$ | - | \$ | 20,000 | 30.1\% |
| LAND TRUST - Training \& Development | \$ | 2,578 | \$ | 6,018 | \$ | 24,000 |  |  | \$ | 24,000 | 25.1\% |
| SpEd Training \& Development | \$ | 9,582 | \$ |  | \$ |  | \$ | - | \$ |  | \#DIV/0! |
| 330 SEDC Services | \$ | 3,891 | \$ | - | \$ | 3,891 | \$ | - | \$ | 3,891 | 0.0\% |
| 340 Audit | \$ | 11,350 | \$ | 6,270 | \$ | 5,000 | \$ | 10,000 | \$ | 15,000 | 41.8\% |
| 345 Business Manager Services | \$ | 76,800 | \$ | 32,000 | \$ | 76,800 | \$ | - | \$ | 76,800 | 41.7\% |
| 349 Legal Services | \$ | 670 | \$ |  | \$ | 15,000 | \$ | - | \$ | 15,000 | 0.0\% |
| 350 Technical Services (IT) | \$ | 64,212 | \$ | 44,306 | \$ | 99,278 | \$ | - | \$ | 99,278 | 44.6\% |
| 580 Admin \& Teacher Travel | \$ | 5,762 | \$ | 8,857 | \$ | 22,500 | \$ | $(1,024)$ | \$ | 21,476 | 41.2\% |
| LAND TRUST - Travel | \$ | 1,923 | \$ | 2,342 | \$ | 6,000 | \$ | - | \$ | 6,000 | 39.0\% |
| SpEd - Travel |  |  | \$ | 1,024 | \$ |  | \$ | 1,024 | \$ | 1,024 | 100.0\% |
| Total 300: | \$ | 311,273 | \$ | 137,261 | \$ | 393,079 | S | 8,976 | \$ | 402,055 | 34.1\% |
| 400 Purchased Property Services |  |  |  |  |  |  |  |  |  |  |  |
| 411 Water/Sewage | \$ | 10,936 | \$ | 5,225 | \$ | 12,000 | \$ |  | \$ | 12,000 | 43.5\% |
| 412 Disposal Services | \$ | 8,000 | \$ | 4,037 | \$ | 8,000 | \$ | - | \$ | 8,000 | 50.5\% |
| 420 Cleaning Services | \$ | 2,838 | \$ | 682 | \$ | 4,000 | \$ | - | \$ | 4,000 | 17.1\% |
| 431 Lawn Care Services | \$ | 11,925 | \$ | 4,590 | \$ | 16,500 | \$ |  | \$ | 16,500 | 27.8\% |
| 431 Non-Technology Repairs \& Maintenance | \$ | 17,931 | \$ | 14,167 | \$ | 15,880 | \$ | 14,120 | \$ | 30,000 | 47.2\% |
| 432 Copy Machine Servicing | \$ | 9,636 | \$ | 3,070 | \$ | 13,000 | \$ |  | \$ | 13,000 | 23.6\% |
| Total 400: | \$ | 61,266 | \$ | 31,771 | \$ | 69,380 | \$ | 14,120 | \$ | 83,500 | 38.0\% |
| 500 Other Purchased Services |  |  |  |  |  |  |  |  |  |  |  |
| 522 Property \& Liability Insurance | \$ | 34,834 | \$ | 8,970 | \$ | 32,100 | \$ |  | \$ | 32,100 | 27.9\% |
| 530 Telephone | \$ | 9,841 | \$ | 668 | \$ | 9,000 | \$ | - | \$ | 9,000 | 7.4\% |
| 540 Marketing | \$ | 6,095 | \$ | 7,849 | \$ | 9,000 | \$ | - | \$ | 9,000 | 87.2\% |
| 590 Field Trips / Bus Rental | \$ |  | \$ |  | \$ | 3,000 | \$ | - | \$ | 3,000 | 0.0\% |
| Total 500: | S | 50,770 | \$ | 17,487 | \$ | 53,100 | \$ | - | S | 53,100 | 32.9\% |


**UNAPPROVED BOARD MINUTES**

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

 success."
# George Washington Academy 

## Thursday, November 11, 2021 <br> 7:30 p.m.

## Board Meeting Minutes

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

The Board Finance Training was held at 7:00 p.m. prior to the Board Meeting.
The Board meeting convened at 7:40 p.m.
Board Members Present: Shannon Greer, Kevin Peterson, Blake Clark, April Paxton, Holly Myers, Shauna Mahoney, Rachel Stewart, Casey Unrein, and Jaycee Rogers.

Board Members Absent: None
Others Present: Steve Erickson, LaNessa Stevens, Aubrey Johnson, Chance Manzanares, Debbie Kuavaka, Christine Giles, and Spencer Adams.

Board Welcome: Shannon Greer, President
Roll Call: Shannon Greer, President
Prayer: Kevin
Pledge of Allegiance: Christine Giles

## Approval of Minutes:

Holly Myers motioned to approve the minutes from the October 28, 201 board meeting as presented in the board packet. Casey Unrein seconded the motion which passed unanimously (all present voted in favor).

Public Opportunity to Address the Board: None
Set time for adjournment: The time set for adjournment was 8:17 p.m.

## Teacher Representative Report:

Christine Giles reported that the school counselor has 19 small groups with 5-10 students in each. The groups are focusing on a variety of topics including, anxiety management, change/divorce, social skills, impulse control, growth mindset, and positive sense of self. She reported about career week and the many community representatives that came to GWA to connect with the students, as well as the veterans who came at recess. The first graders created a habitat hallway to represent the habitats they have been learning about. The leadership teams are focusing on collaboration and improving classroom instruction.

Administration Report: Blake Clark, Executive Director, reported that all November reports are complete. Blake explained the student numbers correlated with the reading center. The students in the younger grades are spending more time in the reading center (typically more than 1 year) versus those that are older who typically "graduate" out of the reading center quicker. Blake explained that students in the younger graders are only qualified for the reading center if they are more than a year behind versus the students in the older grades who can qualify for the reading center if they are a few months behind because there is more space in the reading center.

Financial Report: Spencer Adams, Business Administrator, reported that there were a few adjustments from the finance meeting (increased repairs and maintenance, added teacher aides and reading specialists). Once the school receives the trued up allotment, adjustments can be made. The monthly revenues are exceeding the expenses. The school is in a good position at this point in the year. Reports due after November 11, 2021 have not been completed yet.

## Committee Reports ( $\mathbf{3} \mathbf{~ m i n}$ each):

- Policies Committee - Nothing to report.
- Finance Committee - Nothing to report.
- Benefits Committee - Blake Clark reported that the insurance broker came to the school and people were able to sign up for benefits.
- Curriculum Committee - LaNessa Stevens, chair, reported that she is working on the curriculum parent video for the school.
- Outreach Committee - Nothing to report.
- Technology Committee - Steve Erickson, chair, reported that the promethean boards arrived.
- LAND Trust Committee - Nothing to report.
- PTO Committee - Nothing to report.
- Board Development Committee - Nothing to report.
- Campus Management Committee - Nothing to report.


## Discussion and/or Action Items:

- Expenditures over \$5,000- none
- Proposal for Board Action: 2022-2023 Fee Schedule: Kevin Peterson made a motion to accept the 2022-2023 Fee Schedule as presented in the board packet. Shauna Mahoney seconded. The motion passed unanimously (all present voted in favor).
- Proposal for Board Action: Student Calendar 2022-2023 School Year: Holly Myers made a motion to accept the 2022-2023 Student Calendar as presented in the board packet. Kevin Peterson seconded. Shauna Mahoney asked about the early out week following Christmas break. Blake Clark said that the calendar evenly spaced out the weeks between SEPs. Shannon Greer said that she was concerned about the dates the SEPs fell in January. Blake suggested to send a survey out to the teachers. Holly amended her motion to table voting on the student calendar for the 2022-2023 school year. Kevin seconded. Motion passed unanimously (all present voted in favor).
- Proposal for Board Action: Policy 451- Protection of Pupil Rights Amendment (PPRA) and UT FERPA Policy: Kevin Peterson made a motion to accept the Protection of Pupil Rights Amendment (PPRA) and UT FERPA Policy as presented in the board packet. April Paxton seconded. The motion passed unanimously (all present voted in favor).
- Proposal for Board Action: Policy 755: Effort of Maintenance Policy: Casey Unrein made a motion to accept Policy 755: Effort of Maintenance Policy as presented in the board packet. Jaycee Rogers seconded. The motion passed unanimously (all present voted in favor).
- Proposal for Board Action: Policy 310: Student Dress Policy: April Paxton made a motion to accept Policy 310: Student Dress Policy as presented in the board packet. Rachel Stewart seconded. Shannon Greer asked hoodies fit in the policy. Shannon expressed concerned whether the school is trying to justify the hoodies because they were sold in the Swag Store. Kevin Peterson questioned if the school could buy the hoodies back. Blake Clark said the policy committee was looking at more than just the hoodie. He clarified that the policy change wasn't because of the hoodies being sold, but rather the bigger picture of what swag attire could be worn. Holly Myers encouraged the committee to make the policy more clear to prevent misunderstandings. Holly suggested writing about how students can wear the hoodies and suggested that the hood cannot be worn on head while on school premises. Holly encouraged explicit language that clarifies what students can wear on dress down days. Blake said to rewrite the policy to "exclude hoodies" on outerwear days and include it on "Dress Down Fridays." April recommended adding, "The hood cannot be worn inside the school building or in the classroom." Holly suggested including, "Apparel that is purchased through GWA is allowed on "Dress Down Fridays." Shannon suggested adding, "Hats are not allowed in the building." Holly said that if the policy goes back to the committee that the board should review the policy committee minutes to understand the context. April made a motion to resend the motion to the policy committee.
- Proposal for Board Action: Policy 485: Parent and Family Engagement: Kevin Peterson made motion to accept Policy 485: Parent and Family Engagement as presented
in the board packet. Casey Unrein seconded. Shannon asked whether this policy is created because the state is asking for it and if there was an accountability portion. Blake Clark reported that the policy was more of a way to make the school more aware of their parent and family engagement. Holly Myers asked about the line, in section 3, that reads, "Parents will also be involved in helping to create the plan alongside administration. . ." and what that would look like in reality. Blake said that would look like administration creating a plan and then sending to it to all parents for feedback. Kevin suggested adding "invited" so the sentence reads, "All parents will be invited to be in involved in helping create the plan alongside administration." Holly Myers pointed out a few grammatical errors in the policy. Kevin amended his motion to include the two corrections of adding the word "invited" and fixing the grammatical errors. Casey seconded the motion. The motion passed unanimously (all present voted in favor).
- State Audit and Accountability: Shannon Greer recommended to table the discussion. Shauna Mahoney seconded. Blake Clark asked the board to think about how the school is accountable to the state. Motion passed unanimously.

Closed Meeting - none.
Reconvene - The board reconvened at 8:57 p.m.
Next Meeting: The next regular Board Meeting will be held on December 9, 2021 at 7:30pm.

## Adjournment

## PROPOSAL FOR BOARD ACTION

Proposal Title: Student Calendar 2022-2023 School Year

Submitted by: Debbie Kauvaka
Sponsoring Committee: $\underline{\text { Administration }}$
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 need to approve the calendar for the 2022-2023 school year. This mirrors the WCSD's calendar. Teachers were sent a survey regarding the SEP week in January and those results were shared with the board.

## Background:

## Assessment:

## Recommendation:

Approve the attached calendar for the 2022-2023 school year.

Please submit this form with all accompanying paperwork to the Board Secretary, Matt Hafen, at mhafen@gwacademy.org by the $15^{\text {th }}$ day of the month of the Board meeting.
"Building a strong foundation"

Pending approval 12/09/21

| Aug 11 (Th)* | $1^{\text {st }}$ Day of School - Grades 1-7 | Feb 20 (M) | President's Day (No School) |
| :---: | :---: | :---: | :---: |
| Aug 25 (Th)* | $1^{\text {st }}$ Day of School - Kindergarten | Mar 13-17 (M-F) | Spring Break (No School) |
| Sept 5 (M) | Labor Day (No School) | April 3-6 (M-Th) | *SEPs (Release at 1:00PM) |
| Sept 19-23 (M-F) | *SEPs (Release at 1:00PM) | April 7-10 (F-M) | Easter/Spring Recess (No School) |
| Oct 13-14 (Th-F) | Fall Break (No School) | May 25 (Th) | Last Day of School - Grades K-7 |
| Nov 23 (W) | SEP/SEOP Comp Recess Day (No School) | *First Day of School (Grades 1-7) *Last Day of School (All) |  |
| Nov 24-25 (Th-F) | Thanksgiving Holiday (No School) | *First Day of School (Kindergarten) |  |
| Dec 22 (W)-Jan 3 (T) | Christmas/Winter Holiday (No School) | Teacher Prep Days - No School 10/17,10/28,1/4 |  |
| Jan 9-13 (M-F) | *SEPs (Release at 1:00PM) | SEPs - MINIMUM DAYS (Release at 1:00PM) |  |
| Jan 16 (M) | Martin L. King, Jr. Day (No School) | *End of Trimester (T1-Nov.11 ${ }^{\text {th }}$, T2-Feb. $17^{\text {th }}$, T3-May $25^{\text {th }}$ ) |  |


| JULY 2022 |  |  |  |  |  |  |
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| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| $24 / 31$ | 25 | 26 | 27 | 28 | 29 | 30 |
| OCTOBER 2022 |  |  |  |  |  |  |

AUGUST 2022

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| 21 | 22 | 23 | 24 | $* 25$ | 26 | 27 |  |
| 28 | 29 | 30 | 31 |  |  |  |  |

NOVEMBER 2022

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## FEBRUARY 2023



MAY 2023

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SEPTEMBER 2022

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DECEMBER 2022

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MARCH 2023

| $\mathbf{S U}$ | $\mathbf{M}$ | $\mathbf{T}$ | $\mathbf{W}$ | $\mathbf{T H}$ | $\mathbf{F}$ | $\mathbf{S A}$ |  |  |  |  |  |
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JUNE 2023

| $\mathbf{S U}$ | $\mathbf{M}$ | $\mathbf{T}$ | $\mathbf{W}$ | $\mathbf{T H}$ | $\mathbf{F}$ | $\mathbf{S A}$ |
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| 25 | 26 | 27 | 28 | 29 | 30 |  |

Proposal Title:
Outdoor Shade Replacement
Submitted by: Steve Erickson
Sponsoring 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:

The big (40' $\mathrm{X} 50^{\prime}$ ) shade over the small playground was damaged in a windstorm. We need to replace it with a new one.

## Background:

USASHADE is the manufacturer of our original shade.

## Assessment:

## Recommendation:

I have included three bids for review. They all have a 10 year limited warranty.

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.

# George Washington Academy 11/10/2021 

# Proposal Prepared For: <br> George Washington Academy <br> 2277 South 3000 East <br> St. George, UT 84790, 

Quote \#9033RGL: $40^{\circ} \times 50^{\prime}$ Fabric Replacement

AZ: 289388 CA: 989458 LA: 61718 NV:78724
NM: 383826 TN: 68712 DIR: 1000003533

USASHADE


Date: $\qquad$

Proposal for USA SHADE \& Fabric Structures

| Project Information: |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Purchaser: | George Washington Academy | Contact: | Jessica Bentley | Sales Rep: | Rob Leonard |
| Project Name: | George Washington Academy | Phone: | 435-673-2232 | Phone: | 702-994-7742 |
| Quote No: | 9033RGL | Email: | ibentley@gwacademy.org | Email: | robert.leonard@usa-shade.com |
| PO No: |  | Fax: |  | Fax: | 702-227-5132 |



## CORPORATE ADDRESS:

2580 Esters Blvd., Suite 100
DFW Airport, TX 75261

MAILING ADDRESS:
P.O. Box 3467

Coppel, TX 75019

REMITTANCE ADDRESS:
P.O. Box 734158

Dallas, TX 75373-4158

SOUTHERN CALIFORNIA:
1085 N. Main Street, Suite C
Orange, CA 92867

NORTHERN CALIFORNIA:
927 Enterprise Way, Suite A
Napa, CA 94558

ARIZONA:
2452 W. Birchwood Ave, Suite 112
Mesa, AZ 85202

LAS VEGAS:
6225 S. Valley View Blvd., Suite !
Las Vegas, NV 89118

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## USASHADE <br> 

Structure Pricing





USA SHADE reserves the right to implement a surcharge for significant increases in raw materials，including the following，but not limited to：fuel，steel ，fabric，and concrete．Proposal pricing is only valid for $\mathbf{1 5}$ days due to the fluctuation in pricing．Due to recent significant increases experienced in raw steel and fabric materials，it may be necessary to order，invoice，and receive payments for steel and fabric as soon as final sizing can be determined．


| INCLUSIONS／EXCLUSIONS |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| included | EXCLUDED | ENGINEERING REQUIREMENTS | INCLUDED | EXCLUDED | INSTALLATION－－MISCELLANEOUS |
| $\square$ | 回 | Sealed Drawings \＆Calculations | $\square$ | － | Prevailing Wage／Certified Payroll |
| $\square$ | 回 | Permit Submittal | $\square$ | 回 | Union Wages |
| $\square$ | 回 | Permit Fee | $\square$ | 四 | Fencing |
| 回 | $\square$ | Installation | $\square$ | 回 | Curb Repair |
| $\square$ | 回 | Design and Engineering of Structure | $\square$ | 园 | Landscape Repair |
| $\square$ | 回 | Design and Engineering of Foundation | $\square$ | 回 | Demolition（Existing Structures） |
| $\square$ | $\square$ | Reactions and Loads for attachment to Walls，Rooftops，or Other | $\square$ | ［ | Payment and Performance Bonds |
| $\square$ | $\square$ | Foundation Location and Elevation Survey | $\square$ | 回 | OAA／Special Inspection Fees |

## Construction Assumptions

1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.
3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.
4) Pricing assumes secure storage and adequate lay down area for our tools, equipment, and materials, within close proximity to the installation site will be provided, free of charge.
5) Our price assumes others to provide 110 -volt electrical service and necessary potable water available within 100 feet of our work.
6) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
7) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
8) Barricades and public security requirements are not included.
9) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
10) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.
11) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
12) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

## GENERAL TERMS \& CONDITIONS AND WARRANTY

1) Proposal: The above proposal is valid for $\mathbf{3 0}$ days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE \& Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE \& Fabric Structures reserves the right to implement this surcharge, when applicable.
2) Purchase: By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE \& Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").
3) Short Ship Claims: Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
4) Standard Exclusions: Unless specifically included under the "General Scope of Work" section above, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
5) Bonding Guidelines: If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:


#### Abstract

"The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE \& Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE \& Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE \& Fabric Structures warranty."


6) Insurance Requirements: Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.
7) Payment: Terms of payment are defined in the "Pricing Detalls" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less $10 \%$ retainage) is due within 30 days of the date when Completion was scheduled, had the delay not occurred. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
8) Lien Releases: Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
9) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveving: Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.
10) Manufacturing \& Delivery: Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.
11) Returned Product, Deposits, and/or Cancelled Order: Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a $50 \%$ restocking fee. No returns are available following this 45 day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.

12) Concealed Conditions: "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).
13) Changes in the Work: During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials soid and supplied, which will remain the property of the Purchaser.
14) Indemnification: To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.
15) Statement of Limited Warranty:

- The structural integrity of all supplied steel is warranted for ten years.
- If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
- All steel surface finishes are warranted for one year.
- Shadesure ${ }^{\mathrm{TM}}$, Colourshade ${ }^{(\oplus)}$ FR, eXtreme $32^{\mathrm{rm}}$, Commercial $95^{\mathrm{Tm}}, \mathrm{SaFRshade}{ }^{\mathrm{Tm}}$, and Monotec $370^{\mathrm{Tm}}$ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at $20 \%$ per year over the remaining four years. The following are exceptions to the preceding warranty terms:
- Shadesure ${ }^{\text {TM }}$ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated - Fabric tops attached to Coolbrella ${ }^{\mathrm{TM}}$ structures carry a three year warranty;
- Individual fabric tops measuring greater than $40^{\prime}$ in length are covered by a non-prorated five year warranty;
- Precontraint $502^{\mathrm{TM}}$ waterproof membrane is subject tō an eight year pro-rated warranty.
- Sewing thread is warranted for ten years.


## General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas USA.
- These limited warranties are void if:
- the supplied structures, products, services and/or labor are not paid for in full;
- the structures are not assembled in strict compliance with USA SHADE specifications;
- any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company.

Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company

- These limited warranties do not cover defects and/or damages caused by;
- normal wear and tear;
- misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst,
earthquake, wildfires, etc.);
- ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
- use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
- workmanship related to assembly not provided by the Company or its agents;
- fabric curtains, valances, and flat vertical panels;
- fabric tops instalied on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade ${ }^{\text {a }}$ and eXtreme $32^{\mathrm{mm}}$ are registered trademarks of Multiknit Pty. Ltd.
Commercial $95^{\text {™ }}$ and SaFRshade ${ }^{\text {mM }}$ are registered trademarks of Gale Pacific USA Inc.
Monotec $370^{\text {TM }}$ is a registered trademark of PRO-KNIT Industries Pty. Ltd.
Precontraint $502^{\text {m }}$ is a registered trademark of Serge Ferrari North America, Inc.

## USASHADE <br> 

## 16) Assembly/Installation:

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
- Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
- If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.

17) Installation/Assembly on-site: Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacies or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).
18) Site/Use Review by Purchaser: Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.
19) Preparatory Work: Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.
20) Delegation: Subcontractors: The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.
21) Force Niajeure: Impracticability: The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.
22) Dispute Resolution: Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
23) Entire Agreement; No Reliance: This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.
24) No Third-Party Beneficiaries: This agreement creates no third-party rights or obligations between Company and any other person, induding any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
25) Governing Law: The agreement will be construed and enforced in accordance with the laws of the State of Texas.
26) Assignment: Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

USASHADE


Executed to be effective as of the date executed by the Company:
NOTE: FOR ANY PURCHASE EQUAL TO OR EXCEEDING $\$ 100,000.00$ USD, NO WORK, OTHER THAN PRE-WORK, SHALL BE UNDERTAKEN WITHOUT A MUTUALLY ACCEPTABLE AND SIGNED CONSTRUCTION CONTRACT.

PURCHASER:
George Washington Academy
$\qquad$

| Signature: | Signature: Rob Leonard |
| :---: | :---: |
| By: (Print) | By: (Print) Rob Leonard |
| Title: | Title: V-P Of Sales / NV \& UT |
| Date: | Date: 11/10/21 |

NOTE: All purchase orders and contracts should be drafted in the name of : Shade Structures, Inc.



Accepted By
Accepted Date
Acceptance of this quote agrees to the terms and conditions set by Big T Recreation. Please contact us with any questions or concerns P: 801.572.0782, F: 801.216 .3077 or E: paul@bigTrec.com or merit@bigTrec.com.

We thank you for your business.

| NO: | 7476 |
| :--- | :---: |
| Date: | Monday, |
| Licenses: | Limits: |
| NV 45382A | $\$ \quad 200,000.00$ |
| NV 68127 | $\$ \quad 200,000.00$ |
| NV 72965 | $\$ 200,000.00$ |
| UT S330 | no limit |


| Paul Foster [paul@bigtrec.com](mailto:paul@bigtrec.com) |
| :---: |
| PROJECT |
| George Washington Academy- |
| Shade Repair |


|  |  | UNT. |  |  |
| :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |
| Remove and replace damaed larefabric shade *Replacement shade provided by ot |  |  |  |  |
|  |  |  |  |  |
| Out of town mobilization includes lodging, per diem, drive/ride time of laborers, fuel, and trucks and equipment. |  | 390. |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

[^0]Accepted by: $\qquad$ Date: $\qquad$

Company Name: $\qquad$
Once accapted please sign and send back to lorieeavansrecreation com

## Statement of Limited Warranty

1. The structural integrity of all supplied steel is warrantied for tenyears.
2. If assembly is provided by the Company, workmanship covering the labor for the removal, assembly and cost of shipping will be covered for one year.
3. All steel surface finishes are warrantied for one year.
4. Shadesure ${ }^{\mathrm{TM}}$, Colourshade ${ }^{\circledR}$ FR, Extreme $32^{\mathrm{TM}}$, Commercial $95^{\mathrm{TM}}$, SaFRshade ${ }^{\mathrm{TM}}$ and Monotec $370^{\mathrm{TM}}$ fabrics all carry a ten-year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at $20 \%$ per year over the last four years.
5. Thread is warrantied for ten years.

## General Limited Warranty <br> Terms and Conditions

(3) These limited warranties are effective from the date of sale, or, if installation is provided by the Company, upon date of completed installation.
[3 At its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor or service rendered.
(3) The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not warranty that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the continued fabric color.
[0] Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the company at warranty@usa-shade.com for moredetails.
(1) All warranty claims covering Company supplied structures, products and services must be submitted by Purchaser or Owner in writing to the Company within ten days from the date of discovery of the alleged defect and must include a detailed description and photographs of the alleged defect or problem. Warranty claims should be submitted by email to: warranty@usa-shade.com.
(2) Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
(0) These limited warranties are void if:

- the supplied structures, products, services and/or labor are not paid for in full; the structures are not assembled in strict compliance with USA SHADE specifications when installation is not performed by USA SHADE; any changes, modifications, additions or attachments are made to the structures in any way, without prior written approval from the Company and unless specifically engineered by the Company.
[] These limited warranties do not cover defects and/or damages caused by:
- normal wear and tear, misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.); ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures; use, maintenance, neglect, repair and/or service inconsistent with the Operation and Maintenance Manual.
[7] The limited warranties explicitly exclude:
- workmanship related to assembly not provided by the Company or its agents; fabric curtains, valances and flat vertical panels; fabric canopies installed on structures that were not engineered and originally supplied by the Company; Normal variations in the appearance of galvanized steel.
[ THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY bE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.


\begin{tabular}{|c|c|c|c|c|}
\hline ltem \&  \& Qty \& Unit Price \& Amount <br>
\hline 01 \& SHADE (Fabric \& Hardware) L $40^{\circ} \times$ W 50' \& 1 \& 10,410.00 \& 10,410.00 <br>
\hline \multirow[t]{6}{*}{02} \& \multirow[t]{6}{*}{Freight} \& \multirow[t]{6}{*}{1} \& \multirow[t]{6}{*}{1,500.00} \& \multirow[t]{2}{*}{$1,500.00$

0.00} <br>
\hline \& \& \& \& <br>
\hline \& \& \& \& 0.00 <br>
\hline \& \& \& \& 0.00 <br>
\hline \& \& \& \& 0.00 <br>
\hline \& \& \& \& 0.00 <br>
\hline \multirow[t]{6}{*}{Notes:} \& \multirow[t]{6}{*}{Note: Due to rapid price increases in materials, supplies and labor - as well as the current delays - the price amounts on this contract are subject to change \& may increase.} \& \& Total: \& \$11,910.00 <br>
\hline \& \& \& DEPOSIT \& \$0,310.00 <br>
\hline \& \& \& - \& \$0.00 <br>
\hline \& \& \& - \& \$0.00 <br>
\hline \& \& \& - \& \$0.00 <br>
\hline \& \& \& BALANCE \& \$5,000.00 <br>
\hline
\end{tabular}

Terms:
NOTICE: Only items expressly written as part of this quote are included. Any changes and/or add-ons that are not expressly written in this quote are not included. Changes or add-ons are considered separate and are required to be paid in full up-front. SeaGlass Pools is not responsible for acts of God, any land erosion and/or any condition unknown (especially underground items) at the date in this sheet. Unknown conditions that alter time, materials and equipment use beyond what is listed in this quote are not included. Unknown conditions are not the responsibility of SeaGlass and will be handled as a change - and considered separate - requiring immediate action in the form of payment in full up-front and before the project continues. Every effort will be made to minimize the damage done to your yard but excavation for a pool requires large heavy equipment that does not tread lightly. Product warranty will be handled by the manufacturer of each particular product. Warranty on workmanship is one year from the date listed above. SeaGlass reseveres the right to repair. SeaGlass is not responsible for regular maintenance items. Payments are non-refundable. This quote/contract is valid for a 30 day period.
$\qquad$
$\qquad$

| Date: | 5-Nov-2021 | PO Number: | SS-01221-01 INSTALL |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Client: | George Washington Academy |  |  |  |  |
| Address: | 2277 S 3000 E |  |  |  |  |
| City: | St George |  | State: UT | Zip: | 84790 |
| Phone: | 435-705-0828 | Email: haunmd@gmail.com Email: $\qquad$ |  |  |  |
| Phone: |  |  |  |  |  |

## Address: 2277 S 3000 E

CONTACT: Chris Felder
PHONE: 1-435-773-5696 EMAiL: chris@seaglasspools.com

| fem |  | Qty | Unit Price | Amount |
| :---: | :---: | :---: | :---: | :---: |
| 01 | INSTALLATION Shade Replacement L $40^{\circ} \times \mathrm{W} 50^{\prime}$ | 1 | 2,500.00 | $2,500.00$0.00 |
|  |  |  |  |  |
|  |  |  |  | 0.00 |
|  |  |  |  | 0.00 |
|  |  |  |  | 0.00 |
|  |  |  |  | 0.00 |
|  |  |  |  | 0.00 |
| Notes: |  |  | Total: | \$2,500.00 |
|  | delays - the price amounts on this contract are subject to change \& may increase. |  | - | \$0.00 |
|  |  |  | - | \$0.00 |
|  |  |  | - | \$0.00 |
|  |  |  | - | \$0.00 |
|  |  |  | balance | \$2,500.00 |

Terms:
NOTICE: Only items expressly written as part of this quate are included. Any changes and/or add-ons that are not expressly written in this quote are not included. Changes or add-ons are considered separate and are required to be paid in full up-front. SeaGlass Pools is not responsible for acts of God, any land erosion and/or any condition unknown (especially underground items) at the date in this sheet. Unknown conditions that alter time, materials and equipment use beyond what is listed in this quote are not included. Unknown conditions are not the responsibility of SeaGlass and will be handled as a change - and considered separate - requiring immediate action in the form of payment in full up-front and before the project continues. Every effort will be made to minimize the damage done to your yard but excavation for a pool requires large heavy equipment that does not tread lightly. Product warranty will be handled by the manufacturer of each particular product. Warranty on workmanship is one year from the date listed above. SeaGlass reseveres the right to repair. SeaGlass is not responsible for regular maintenance items. Payments are non-refundable. This quote/contract is valid for a 30 day period.
$\qquad$


[^0]:    -Quote is valid for 90 days.
    -Based on nomal digsing conditions/normal work hours. Caliche/hard rock digging, and/or overtime/weekend demanded hours will incur additional charges.
    -Based on current labor and material costs. $1.5 \%$ increase to billing for projects beyond 120 days to cover rising expenses
    -Quote is for instaliation only, unless otherwise noted. Equipment to be provided by others.
    -Owner to provide proper access to project location.
    -Owner is responsible for ensuring all underground utilities and irrigation lines are clearly marked prior to work beginning.
    -Evans Recreation Installations is not responsible for damage to unmarked underground items.
    -Evans Recreation Installations is not responsible for damage along access paths and designated work areas to: unmarked underground items, concrete, landscaping, and irrigation.

    - fi there are bid altennates, TOTAL AMOUNT OF ESTIMATE to be determined after bid alternates are chosen and added up.
    -Any work not spechied on this document, or any changes made to the project after this document is signed, will require a change order before work will continue.
    

