



LEADERSHIP
LEARNING
ACADEMY

Board Meeting Materials

BOARD MISSION STATEMENT

It is the mission of the Board to make the academic growth and achievement of students the focus of Leadership Learning Academy. This is accomplished through modeling the school Charter of principled and inspired leadership. The Board will govern not manage. It will act in a manner that maintains financial stability. It will speak and act with a unified voice.

March 16, 2026

Leadership Learning Academy Board of Directors Meeting Agenda Monday, March 16, 2026



Location: Layton Campus, 100 W 2675 N, Layton, UT, 84041

Zoom Link: <https://us02web.zoom.us/j/89469570725?from=addon>

Meeting ID: 894 6957 0725

Mobile: (669) 900-9128

NOTE: It is possible that the LLA Board of Directors may be utilizing an electronic meeting component with one or more of their members.

MISSION: Our mission is to provide an educational experience that empowers individuals to become leaders who embody integrity, respect, and resilience and value community. Through our Flight Crews, we foster personal growth, challenge individuals to positively impact the world, and cultivate lifelong learning.

VISION: At Leadership Learning Academy, we embrace The Flyer Creed, creating a thriving school community where everyone learns, grows, and serves with compassion and unity.

Agenda

2025-2026 Strategic School Plan

Schoolwide Unity & Collaboration by Implementing the CREW Program
Teacher & Staff Development
Fiscal Responsibility
Continue Growth & Maintain Literacy Proficiency

5:30 PM – INTRODUCTORY ITEMS

- Welcome & Roll Call – Terry Capener
- Board Mission
- School Mission
- School Vision

PUBLIC COMMENT (Items Not on the Agenda – Limit 3 Minutes)

- [2026-2027 School Fee Schedule](#)
- [Proposed Amended Fee Waiver Policy](#)

REPORTS

- Administration
 - [State of the School](#) – Richard Squire

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

- Board of Directors
 - [Financial Review](#) – Jimmy Sunlight/Dawn Benke

BOARD TRAINING

- SLT Training Assurance – Terry Capener
- [Open & Public Meetings Act Training](#) – Brandon Fairbanks

CONSENT ITEMS

- [January 12, 2026 Board Meeting Minutes](#)

VOTING ITEMS

- [Salad Stations Purchase](#) – Richard Squire
- [2026-2027 School LAND Trust Plans \[incl. Signature Pages\]](#) – Richard Squire
- [2026-2027 Fee Schedule](#) – Richard Squire
- [Strategica Marketing Agency Service Agreement](#) – Richard Squire
- [Amend Dress Code Policy](#) – Richard Squire
- [Amend Administration of Medication Policy](#) – Brandon Fairbanks
- [Amend Fee Waiver Policy](#) – Brandon Fairbanks
- [Amend Student Conduct & Discipline Policy](#) – Brandon Fairbanks
- [Helpside Professional Employer Agreement Renewal](#) – Brandon Fairbanks

OTHER BUSINESS ITEMS

- Calendaring Items – ALL
 - Next Pre-Board Meeting on April 27th @ 5:30 p.m.
 - Next Board Meeting on May 11th Strategic Planning
 - NCSC26 New Orleans, LA June 24-26 (Wed-Fri)
 - Upcoming School Activities
 - ✓ Layton Campus
 - ★ March 23rd 5-6 p.m. Kindergarten Roundup
 - ✓ Ogden Campus
 - ★ March 22nd 5-6:30 p.m.

CLOSED SESSION to discuss an individual’s character, professional competence, or physical or mental health and/or discuss deployment of security personnel, devices, or systems pursuant to Utah Code 52-4-205(1)(a)&(f) [IF NEEDED]

ADJOURN

UPCOMING CALENDAR ITEMS

April

Parent Handbook

EOY Bonus

Audit Engagement Letter

Wellness Policy: Triennial Progress Assessment [Every 3-yrs 6-13-23]

Curriculum Purchases (2 Public Comment Periods if new)

May

2026-2027 TSSA Plan

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Capital Improvements
AW SpEd Services Agreement (*if renewed*)
Review Positive Behavior Plan [*Can email to board or approve if changes*]

June

2025-2026 Final Amended Budget
2026-2027 Annual Budget
Ratify Board Members & Terms
Ratify Board Officers
2026-2027 Sex Ed Committee Membership
Set 2026-2027 Board Meeting Schedule
Fraud Risk Assessment/Ethical Behavior
Mental Health Screening Determination [*if changed*]
Board Member Agreement
Annual PPP Training & Review
Review Board Communication Guidelines

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

[Back to Agenda](#)



Lead Director Report

3/16/2026

Schoolwide Unity and Collaboration:

The administrative teams from both buildings were able to attend the Collective Efficacy training on February, 23rd and 24th. This training strengthens a group's shared belief in their ability to positively impact goals. The goal of this training was to Foster collaboration and come up with a shared vision to improve student outcomes. Both teams came away with ideas that they want to follow up with and incorporate into their schools.

Enhancing Teacher and Staff Development, Celebrating Achievements, and Strengthening Retention:

Both schools held their literacy nights the first week of March. They were well attended by families. In Ogden Mrs. McClellan had a video recorded that she had teachers play at each session. The video emphasized the importance of attendance for our students and the role caregivers play in getting students to school on time and regularly.

Kristine Bowman AP in Ogden and Shari Smith State appointed Reading Coach in Ogden both received the Science of Reading Leadership award from the State. They have both worked tirelessly to bring reading scores up on Ogden and bring several groups out of ATSI status. We appreciate the states recognition of their efforts on behalf of our students and teachers.

Enrollment and Fiscal Responsibility:

We would like to contract with Strategica marketing to advertise, promote, and market LLA via the web and through social media. We will look at a contract proposal from them later in the meeting. Strategica currently works with a few Charters within the state. They work as a true collaborative partner throughout the life of the contract. They do not set to cruise control. We have the money in the advertising budget to carry us through the rest of this fiscal year.

The Ogden campus has received the double-sided outdoor Marquee sign. We have Kyle working on the particulars of getting it installed. We are excited to get it up and start to use it for advertising to the passing traffic.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Enrollment Report:

Current

26-27

- ★ LEA: 861students
- ★ Layton: 508students
- ★ Ogden: 353 students
- ★ Currently down 5 students for our re-enrollment of students currently enrolled.

LEA: 830

Layton: 503

Ogden: 327

Growth and Literacy Proficiency:

Percent of students at/above level from BOY to MOY Acadience Reading and Math

Ogden Reading scores

	BOY	MOY
Kinder	39%	64%
1 st grade	55%	31%
2 nd grade	44%	33%
3 rd grade	40%	40%
4 th grade	44%	55%
5 th grade	59%	52%
6 th grade	63%	77%

Layton Reading scores

	BOY	MOY
Kinder	53%	63%
1 st grade	61%	63%
2 nd grade	73%	66%
3 rd grade	57%	57%
4 th grade	65%	72%
5 th grade	45%	49%
6 th grade	85%	82%

LEA Reading scores

	BOY	MOY
Kinder	47%	64%
1 st grade	59%	49%
2 nd grade	63%	56%
3 rd grade	49%	49%
4 th grade	57%	65%
5 th grade	52%	51%

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

6 th grade	76%	80%
-----------------------	-----	-----

LEA Math scores

★	★	Beginning of Year	★	Middle of Year	
★	Kinder	★	53%	★	56%
★	1 st grade	★	39%	★	39%
★	2 nd grade	★	39%	★	43%
★	3 rd grade	★	29%	★	34%

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Leadership Learning Academy

Statement of Activities Summary (As of February 28, 2026)

Overall Financial Position

At this point of the fiscal year, Leadership Learning Academy is performing in line with budget expectations. Total revenue is near the 66.7% benchmark, while expenses remain well below that threshold, resulting in a strong year-to-date net income.

Revenue

- **Total revenue** is **\$8.1 million**, representing **66.5% of the annual budget**, which is appropriate at midyear.
- **Local revenue** totals **\$299,933 (92.7%)**, exceeding the benchmark due to strong interest, facility rentals, and other miscellaneous revenue.
- **State revenue** is **\$7.5 million (66.8%)**, in line with the benchmark
- **Federal revenue** is **\$327,000 (48.5%)**, which is expected at this point in the year because federal funds are reimbursement-based and require expenditures before revenue is recognized.

Expenses

- **Total expenses** are **\$6.69 million**, or **55.6% of the annual budget**, indicating controlled spending.
- **Instruction/Salaries (56.7%)** and **Employee Benefits (56.2%)** remain below the 50% guideline as most agreements are August- August and some stipends that have not been paid out yet.
- **Purchased Professional and Technical Services (77.8%)** due to increased costs for substitutes as well as some annual expenses such as the SPED Director agreement and Audit costs being paid.
- **Property expenses** are at **26.5%**, reflecting timing differences and the fact that certain safety-related costs were incurred in the prior fiscal year.
- **Debt Service & Miscellaneous** expenses are at **36.8%**, with larger debt payments scheduled for June.

Statement of Financial Position Summary

(Comparison of 2/28/25 to 2/28/26)

- **Operating cash** increased by approximately **\$1 million**, rising from **\$5.4 million** to **\$6.49 million**.
- **Net income** totals **\$1.5 million**, which is slightly lower than **\$1.7 million** reported at the same time last year.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Leadership Learning Academy

Statement of Activities

Created on March 11, 2026

For Prior Month

Reporting Book: ACCRUAL
 As of Date: 03/11/2026
 Location: Leadership Learning Academy

	Annual	Year-to-Date	
	June 30, 2026	February 28, 2026	
	Budget	Actual	% of Budget
Net Income			
Income			
Revenue From Local Sources	323,669	299,933	92.7 %
Revenue From State Sources	11,189,649	7,480,020	66.8 %
Revenue From Federal Sources	675,634	327,805	48.5 %
Total Income	12,188,952	8,107,758	66.5 %
Expenses			
Instruction/Salaries	6,277,707	3,557,331	56.7 %
Employee Benefits	1,766,127	991,978	56.2 %
Purchased Prof & Tech Serv	810,100	629,916	77.8 %
Purchased Property Services	364,580	220,068	60.4 %
Other Purchased Services	192,500	94,474	49.1 %
Supplies & Materials	932,560	601,697	64.5 %
Property	239,600	63,388	26.5 %
Debt Services & Miscellaneous	1,445,164	532,288	36.8 %
Total Expenses	12,028,338	6,691,140	55.6 %
Total Net Income	160,614	1,416,618	882.0 %

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

**Leadership Learning Academy
Statement of Financial Position
Created on March 11, 2026
For Prior Month**

Reporting Book:
As of Date:
Location:

ACCRUAL
03/11/2026
Leadership Learning Academy

	Period Ending 02/28/2026	Period Ending 02/28/2025
	Actual	Actual
Assets & Other Debits		
Current Assets		
Operating Cash		
Cash		
8111-03i-001 - LLA ZB OP	2,181,961	3,352,678
8112-03i-001 - Zions Bank - Petty - LLA	4,087	2,653
8112-03i-002 - Bank Midwest - Petty - LLA	107,884	0
Total Cash	2,293,932	3,355,331
Investments		
8120-03I-001 - PTIF - LLA Facility	534,894	512,505
8120-03I-002 - PTIF - LLA Surplus	3,656,882	1,543,573
Total Investments	4,191,776	2,056,078
Operating Cash	6,485,708	5,411,409
Accounts Receivables	316,460	320,502
Total Current Assets	6,802,168	5,731,911
Restricted Cash	2,215,329	2,135,880
Net Assets		
Fixed Assets	21,626,745	17,058,537
Depreciation	(3,177,541)	(2,600,116)
Total Net Assets	18,449,204	14,458,421
Other Debits	(597,015)	(636,364)
Total Assets & Other Debits	26,869,686	21,689,848
Liabilities & Fund Equity		
Current Liabilities	143,281	93,432
Long-Term Liabilities	19,846,022	15,350,000
Other Credits	284,294	300,854
Fund Balance	5,074,879	4,250,521
Net Income	1,521,210	1,695,041
Total Liabilities & Fund Equity	26,869,686	21,689,848

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Utah Open & Public Meetings Act Annual Training Materials

DEFINITIONS

Public Policy: it is the intent of the Open and Public Meetings Act (the “Act”) that public bodies take their actions *and* conduct their deliberations openly.

“Meeting” means a gathering:

- 1) of a public body;
- 2) with a “quorum” present; and
- 3) that is convened:
 - a) by an individual:
 - i. with authority to convene a public body; and
 - ii. following the process provided by law for convening the public body; and
 - b) for the express purpose of acting as a public body to:
 - i. receive public comment about a “relevant matter;”
 - ii. deliberate about a relevant matter; or
 - iii. take action upon a relevant matter.

Electronic Message Transmissions. The Act does not restrict a board member from transmitting an electronic message to other board members at a time when the board is not convened in a meeting. (Remember, electronic messages are subject to the Government Records Access Management Act and the Act’s definition of a “meeting.”)

A **“Quorum”** means a simple majority of the membership of a public body, unless otherwise defined by applicable law.

“Relevant matter” means a matter that is within the scope of authority of a public body.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

NOTICE REQUIREMENTS - Notice of public meetings must be: (i) posted at the anchor location for the meeting or the structure or other area where the meeting will be held; (ii) posted on the Utah Public Notice Website (www.utah.gov/pmn/); and (iii) posted on the School's website.

- 1) Notice must be provided no less than 24 hours prior to the meeting.
- 2) Notice must include the meeting agenda, date, time, and place.
- 3) Annual Notice. If regular meetings are scheduled in advance over the course of a year, the board must give notice at least once each year of its annual schedule (date, time, place).
- 4) Agendas. The agenda must provide reasonable specificity of each topic that will be considered at the board meeting.

Public Comment. At the discretion of the board chair, a topic raised by the public can be discussed during the meeting even if it was not included on the agenda. However, the board cannot take final action on a topic unless it was included on a properly noticed agenda.

- 5) Emergency Meetings. If the board holds an “emergency meeting,” as defined by § 52-4-202(5), the notice requirements above do not apply. Emergency meetings are limited to unforeseen circumstances that require immediate consideration, and the best practicable notice is still required.

ELECTRONIC MEETINGS - A board can hold an electronic meeting if it has adopted a resolution/rule/ordinance governing the use of electronic meetings (satisfied by adopting Electronic Meetings Policy).

- 1) Electronic Meeting Notice Requirements. In addition to the public notice requirements for a regular meeting, notice for an electronic meeting must also include: (i) written notice at the anchor location (unless no anchor location exists in accordance with the exceptions below); and (ii) 24 hr. minimum notice to board members with a description of how to connect to the meeting.
- 2) Anchor Location Requirements. When holding an electronic meeting, the board must identify an “anchor location” and provide space where members of the public can attend the open portions of the meeting. The anchor location must be in the building/location where the board would normally meet if they were not holding an electronic meeting or another building/location that is reasonably as accessible to the public.
- 3) Exceptions to Anchor Location Requirement.
 - a) No anchor location is required if the board chair determines: (i) that having an anchor location presents a substantial risk to the health or safety of those present or who would

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

otherwise be present at the anchor location; or (ii) the location where the board would normally meet has been ordered closed to the public for health or safety reasons. If no anchor location will be made available under this exception, the public notice for the meeting must include a statement of the chair's risk determination, a summary of the facts supporting the determination, and information on how the public may attend the meeting electronically. The determination is valid for 30 days.

- b) No anchor location is required if all board members attend the electronic meeting remotely through electronic means and the board has not received a written request, at least twelve (12) hours before the scheduled meeting time, to provide an anchor location for members of the public to attend in person the open portions of the electronic meeting.

REQUIRED OPEN MEETING RECORDS - Written minutes and a recording shall be kept for all open meetings.

1) Written Minutes. Minutes must include the following:

- a) the date, time and place of the meeting;
- b) the names of members present and absent;
- c) the substance of all matters proposed, discussed or decided (or audio link);
- d) a record, by individual member, of each vote taken;
- e) the name of any person who provides comments to the board, as well as a brief summary (or audio link) of their comment; and
- f) any information that a board member asks to be entered in the minutes.

Note: Pending minutes must indicate they are not approved or that they are subject to change until they are approved.

2) Audio Recording. The board must maintain a complete and unedited recording of all open portions of each meeting.

Note: members of the public can record the meeting so long as it does not interfere with the meeting.

3) Public Availability of Records:

- a) *Pending Minutes*: must be made available within a reasonable time after the meeting.
- b) *Approved Minutes & Meeting Materials*: within three (3) business days after

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

approving written minutes, the board must: (i) post the approved minutes *and* meeting materials distributed at the meeting to the Public Notice Website; and (ii) make both available at the primary office.

Note: If an individual presents or provides electronic information related to an agenda item, the board shall require a copy to be included in the public record.

- c) *Recording*: within three (3) business days after the meeting, make the audio recording available to the public.

CLOSED SESSION REQUIREMENTS - A meeting is open to the public unless closed under §52-4-204, -205, -206.

- 1) A meeting may be closed to the public by a 2/3 majority vote to close.
- 2) Closed Session Voting. No vote can be taken in a closed meeting, except for a vote to end the closed meeting and return to an open meeting (requires a majority vote).
- 3) Permissible Reasons for Closed Session. Discussions regarding: an individual's character, competence, mental health; collective bargaining; pending or imminent litigation; sale/purchase of real property; security personnel, devices or system discussions; investigative proceedings for criminal misconduct; or when acting as the evaluation committee, protest officer, or appeals committee under the procurement code.
- 4) Public Record of Closed Session. The public minutes and recording must include: (i) the reason(s) for holding the closed session; (ii) the location; and (iii) the vote, by name, of all members for or against closing the meeting.
- 5) Closed Session Records:
 - a) *Recording Requirement*. Closed meetings must be recorded in their entirety *unless* the meeting was closed to discuss: (i) the character, professional competence or physical/mental health of an individual; or (ii) to discuss security personnel, devices or systems.

The closed session recording must include: (i) the date, time and place of the closed meeting; (ii) the names of members present and absent; and (iii) the names of all others present in the closed session unless disclosure infringes on the confidentiality purposes of the closed meeting.

Note: if the meeting was not recorded under the exceptions noted above, the board chair/president must sign a sworn statement affirming that the sole purpose for closing the closed meeting was to discuss one of the exempt purposes.

- b) Closed session minutes are optional.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

- c) Closed session recordings and minutes are “protected records” under Utah’s Government Records Access Management Act.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

[Back to Agenda](#)

Leadership Learning Academy Board of Directors Meeting Minutes Monday, January 12, 2026



Location: AW Services, 290 N. Flint Street, Kaysville, UT 84037

In Attendance: Terry Capener, Chuma Uzoh, David Gray,

Excused: Deb Hansen, Jimmy Sunlight,

Others in Attendance: Richard Squire, Heidi Bauerle, Dawn Kawaguchi, Dawn Benke (via Zoom)

MISSION: Our mission is to provide an educational experience that empowers individuals to become leaders who embody integrity, respect, and resilience and value community. Through our Flight Crews, we foster personal growth, challenge individuals to positively impact the world, and cultivate lifelong learning.

VISION: At Leadership Learning Academy, we embrace The Flyer Creed, creating a thriving school community where everyone learns, grows, and serves with compassion and unity.

Minutes

2025-2026 Strategic School Plan

Schoolwide Unity & Collaboration by Implementing the CREW Program
Teacher & Staff Development
Fiscal Responsibility
Continue Growth & Maintain Literacy Proficiency

5:08 PM – INTRODUCTORY ITEMS

- Welcome & Roll Call – Terry Capener
- Board Mission – David
- School Mission – Chuma
- School Vision – Richard

There was no PUBLIC COMMENT. This was the first public comment period for the 2026-2027 School Fee Schedule and Fee Waiver Policy.

REPORTS

- **Eide Bailly**
 - Review FY25 Financial Statement – Ken Jeppesen with Eide Bailly presented the annual financial audit, noting their independence and a minor adjustment of \$32,000 related to interest accrual timing and confirming a clean, unmodified opinion for the state auditors. He reviewed key financial metrics, including a

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

\$924,000 decrease in revenue due to normalizing COVID-related funding, while unrestricted reserves increased from \$3.8 million to \$4.6 million, maintaining a healthy financial position despite lower revenue growth compared to the previous year's \$2.4 million increase. The meeting focused on reviewing financial statements and internal controls. Dawn Benke discussed a \$2 million transfer made after June 30th. Ken reviewed notes from the financial statements, including bond payments, depreciation expenses, and compliance with debt covenants. The group examined the budget variance, noting they were \$997,000 under budget, which was considered positive. Ken emphasized the importance of reviewing monthly financials carefully and praised the organization's strong internal controls. He reviewed the state reporting requirements and a discussion of recent tests conducted, including procurement and student data protection. The meeting focused on reviewing a single audit due to federal expenses exceeding \$750,000, which required testing of special education cluster invoices. Ken praised the team's integrity and efforts, noting that the audit was clean with no findings. He mentioned that the federal threshold for requiring a single audit would increase to \$1 million in the next year. The team discussed the need to increase insurance coverage based on revenue growth, with Gabe working on the adjustments. Dawn Benke confirmed that Gabe was handling the insurance details, but the final coverage amount was not specified in the meeting.

ACTION ITEM: The board would like to know if the insurance has been completed and the cost.

Ken Jeppesen was excused at 5:32 p.m.

➤ **Administration**

- State of the School – Richard Squire presented the state of the school noting that they have started the selection process for the Language Arts Curricula with the admin team along with the reading specialist and gave a timeline with the bidding process to begin January 2027 for purchasing the selected curriculum. He moved on to discuss the enrollment with his marketing plan and updates on students' intent to return and lottery of new students at both Layton and Ogden campuses. Richard ended his report with the school's growth and literacy proficiency celebrating Ogden kindergarteners being recognized by USBE for raising their reading scores by more than 20% from the beginning of the year to the end of the year for school year 24-25 which was 41% growth. Ogden's preliminary MOY testing is complete, but Layton is still testing in LA – math testing is still ongoing for both campuses. LLA Ogden has exited out of TSI for low-income students, and we are now down to two categories (from five). Richard and Kim will continue to focus on ELL and students with disabilities categories. He also reported on continuing PLC meetings that are meaningful with looking at data.

➤ **Board of Directors**

- Financial Review – Dawn Benke stated that this month she included summaries for both financial reports. It is really what you've already seen and addressing what Ken reported on. She reviewed financial updates, noting that revenues were above expectations except for federal funds due to the fact that they are reimbursement

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

based and they have started to draw down those. Dawn also reminded the board about the PTIF transfer of \$2 million after June 30th.

CONSENT ITEMS

- December 8, 2025 Board Meeting Minutes – There was no further discussion. **David Gray made a motion to approve the consent items. Chuma Uzoh seconded the motion. The votes were as follows:**
 - Terry Capener – Aye**
 - Chuma Uzoh – Aye**
 - David Gray – Aye****Motion passed unanimously.**

VOTING ITEMS

- Amend Student & Conduct Discipline Policy – Richard Squire reviewed the amended Student Conduct & Discipline Policy. These changes bring us up to date with the new laws that took effect from the 2025 legislative session regarding requirements related to the use of emergency safety interventions (physical restraint and seclusion) with students including due process, et al. **Chuma Uzoh made a motion to approve the Amended Student Conduct & Discipline Policy. David Gray seconded the motion. The votes were as follows:**
 - Terry Capener – Aye**
 - Chuma Uzoh – Aye**
 - David Gray – Aye****Motion passed unanimously.**

OTHER BUSINESS ITEMS

- Calendaring Items – ALL
 - Next Pre-Board Meeting on March 2nd @ 5:30 p.m.
 - Next Board Meeting on March 16th
 - NCSC26 New Orleans, LA June 24-26 (Wed-Fri) – *Registration opens Jan 13th.* All board members and Richard are planning on attending with Chuma needing to check with his work schedule.
 - Upcoming School Activities
 - ✓ Layton Campus
 - ★ February 26th Literacy Night from 5-6:30 p.m.
 - ✓ Ogden Campus

There was no CLOSED SESSION.

5:54 PM – David Gray made a motion to ADJOURN. Chuma Uzoh seconded the motion. The votes were as follows:

- Terry Capener – Aye**
- Chuma Uzoh – Aye**
- David Gray – Aye**

Motion passed unanimously.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

LLA Board of Director's Meeting Monday, March 16, 2026

Action Item: *Salad Stations Purchase*

Issue:

In accordance with the school's purchasing policy, all invoices that exceed \$25,000 must be approved by the Leadership Learning Academy Board of Directors. This includes all purchases from a single vendor in a 30-day period.

Background:

Each school currently uses salad bars that are cooled with ice. This method is less effective than using fully refrigerated salad bars because the temperature is not maintained consistently throughout the service period. These fluctuations can create potential food safety concerns. Additionally, the ice packs used to maintain the temperature cost approximately \$100 each. While they are reusable, they have a limited lifespan and must be replaced if they are dropped or damaged.

Installing refrigerated salad bars would provide several benefits:

- Reduce preparation and maintenance steps required by food service staff
- Maintain a more consistent and reliable temperature for food safety
- Decrease the overall workload for lunch staff during meal service

Funding for this purchase is available within the current food service budget. In fact, it is necessary to reduce the current balance to remain within the allowable percentage of excess funds set by the state.

Recommendation:

It is recommended that the Board approve the Salad Stations purchase not to exceed \$40,000.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.



To:
Academica West
Kirk Blake

Project:
LLA Salad Station

From:
Commercial Kitchen Supply
Jason Scoville
1030 W. 650 N.
Centerville, Utah 84014
(801)292-1611
801-292-1611 (Contact)
jason@commercialkitchensupply.com

Item	Qty	Description	Sell	Sell Total
1	4 ea	SERVING COUNTER, COLD FOOD Advance Tabco Model No. BMAP4-B-SB Serving Counter with Mechanically Assisted Cold Pan, includes: double sided sneeze guard, 62-7/16"W x 35"D x 53"H (overall), accommodates (4) 12" x 20" pans up to 6-1/4" deep, with additional space below for cold air circulation, digital programmable thermostat, expansion valve, stainless steel top, black vinyl clad exterior, 1" I.P.S drains, self contained refrigeration, (4) 4" swivel casters (2) with brakes, system is fully charged with environmentally friendly R290 refrigerant, ETLus	\$7,248.18	\$28,992.72
	4 ea	115v/60/1-ph, 8 amps, 1/3 HP, cord with NEMA 5-15P, standard		
	8 ea	TTS-4D Tray Slide, drop down design, solid, 62-7/16"W x 10"D, 18 gauge stainless steel shelf, 10 gauge stainless steel brackets, for (4) well hot & cold food units	\$691.22	\$5,529.76
ITEM TOTAL:				\$34,522.48
			Merchandise	\$34,522.48
			Freight	
			Total	\$34,522.48

Acceptance: _____ Date: _____

Printed Name: _____

LLA Board of Director's Meeting Monday, March 16, 2026

Action Item: 2026-2027 School LAND Trust Plans

Issue:

The Board must approve the School LAND Trust Plan for each campus in order to receive funding. *The Board must also receive annual SLT training, which was sent out to the board via email and should be completed by all board members.*

Background:

Each year LLA receives School LAND Trust (SLT) revenue from the state to be applied to the specific needs of each campus. Each campus has a SLT committee (Community Council) that decides how the money is going to be spent at each campus.

LAYTON CAMPUS:

Layton Campus has been given the allotment of \$98,671.49 for the 2026-2027 school year. The Layton SLT committee met on February 10, 2026, to discuss the needs of the School. The committee voted to improve K-6 students reading proficiency by 2% as measured by Acadience Reading by Spring 2027. The Layton Campus will allot funding for salaries to provide a reading interventionist specialist to manage the intervention room and train both teachers and paraprofessionals and lead interventionist paraprofessionals to teach small reading intervention. Additionally, we will purchase small group sets for use of the intervention room and classrooms to help build fluency and comprehension proficiency. Any remaining funds will go to salaries.

OGDEN CAMPUS:

The Ogden Campus has been given the allotment of **\$69,182.91** for the 2026-2027 school year. The Ogden SLT committee met on **January 29, 2026** to discuss the needs of the School. The committee voted that students K-6 will improve by 3% by the end of FY27 in both math and reading performance as measured on grade level assessments compared to the beginning of year baseline data. The Ogden Campus will allot funding for salaries to provide instructional coaching for teachers and paraprofessionals to deliver interventions. Any remaining funds will go to salaries.

Recommendation:

It is recommended that the Board approve the 2026-2027 School LAND Trust Plans for both the Layton and Ogden Campuses.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

School LAND Trust Plan 2026-2027 - Leadership Learning Academy

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

Goal #1

close

Goal Statement

close

We will improve reading proficiency rates of K-6 students as measured by Acadience Reading by Spring 2027.

Academic Area

close

- English/Language Arts

Measurements

close

Baseline data will be established in the fall of 2026. Our goal will be to increase the number of students proficient in reading by 2% as measured by Acadience in Spring of 2027.

Action Plan Steps and Expenditures

close

1. We will pay a Reading Interventionist Specialist and Lead Interventionist Para-Professional to manage the intervention room and train both teachers and para-professionals on how to

- run effective reading interventions to support student growth. (\$72,857.00)
- 2. We will pay a reading interventionist para-professionals to teach small group reading interventions (\$16,000.00)
- 3. We will purchase small group sets (six books of each title) of fiction and non-fiction readers for use in the intervention room and in the classroom to help build fluency and comprehension proficiency. (9,814.49)

Category	Description	Estimated Cost
Books, Ebooks, online curriculum/subscriptions	3. We will purchase small group sets (six books or each title) of fiction and non-fiction readers for use in the intervention room and in the classroom to help build fluency and comprehension proficiency. (9,814.49)	\$9,814.49
Salaries and Benefits (teachers, aides, specialists, productivity, substitutes)	1. We will pay a Reading Interventionist Specialist and Lead Interventionist Para-Professional to manage the intervention room and train both teachers and para-professionals on how to run effective reading interventions to support student growth. (\$72,857.00) 2. We will pay a reading interventionists para-professionals to teach small group reading interventions (\$16,000.00)	\$88,857.00
	Total:	\$98,671.49

Summary of Estimated Expenditures

Category	Estimated Cost (entered by the school)
Books, Ebooks, online curriculum/subscriptions	\$9,814.49
Salaries and Benefits (teachers, aides, specialists, productivity, substitutes)	\$88,857.00
Total:	\$98,671.49

Funding Estimates - Please Update

Estimates	Totals
Carry-over from 2024-2025	\$0.00
Distribution for 2025-2026	\$80,999.11
Total Available Funds for 2025-2026	\$80,999.11
Estimated Funds to be Spent in 2025-2026	\$ 80999.11
Estimated Carry-over from 2025-2026	\$0.00
Estimated Distribution for 2026-2027	\$98,671.49
Total Available Funds for 2026-2027	\$98,671.49
Summary of Estimated Expenditures for 2026-2027	\$98,671.49
Estimated Carry-over to 2027-2028	\$0.00

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

Publicity

- School newsletter or website
- Stickers that identify purchases made with School LAND Trust funds

Council Plan Approvals

Number Approved	Number Not Approved	Number Absent	Vote Date
7	0	0	2026-03-06

[BACK](#)

COUNCIL SIGNATURE FORM

Leadership Learning Academy | Layton | 2025-2026

Signature Information

Your signature confirms your active participation in the council's SLT Program responsibilities:

- Implementing the current year's SLT plan (e.g., attending meetings, providing input, budget review).
- Developing the upcoming year's SLT plan (e.g., discussions, data review, academic area selection, goal/action step/expenditure creation, voting).

This form also allows you to provide feedback to your local board for their review during plan approval. Thank you for your participation!

Council Signatures

Printed Name	Role (P = Parent, SE= School Employee, PR= Principal, O = Other)	Were you involved in implementing this year's plan?		Were you involved in creating next year's plan?		Signature	Date
Tonya Goddard	SE	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input checked="" type="radio"/> YES	<input type="radio"/> NO	Tonya Goddard	03-06-26
Melissa Macchia	SE	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input checked="" type="radio"/> YES	<input type="radio"/> NO	Melissa Macchia	03/06/2026
Carly Rowe	P	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input checked="" type="radio"/> YES	<input type="radio"/> NO	Carly Rowe	03-06-2026
Lauren Burns	P	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input checked="" type="radio"/> YES	<input type="radio"/> NO	Lauren Burns	3-6-2026
Annae Probasco	P	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input checked="" type="radio"/> YES	<input type="radio"/> NO	Annae Probasco	3/6/26
Jessica Hastings Kjar	P	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input checked="" type="radio"/> YES	<input type="radio"/> NO	Jessica Kjar	3/6/26
Jamie Frampton	P	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input checked="" type="radio"/> YES	<input type="radio"/> NO	Jamie Frampton	3.6.26

School LAND Trust Plan 2026-2027 - Leadership Learning Academy - Ogden

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

Goal #1

close

Goal Statement

close

By the end of the 2026/2027 academic year, students will achieve a 3% improvement in math and reading as measured on grade level assessments compared to the beginning of year baseline data.

Academic Area

close

- English/Language Arts
- Mathematics

Measurements

close

Acadience Reading Acadience Math RISE

Action Plan Steps and Expenditures

close

1. We will hire a full-time instructional coach (59,182.91)

2. The instructional coach will complete at least 2 coaching cycles with all teachers and work intensively with teachers in need of support as identified by administration.
3. Teachers, coaches, and administrators will participate in weekly PLC meetings to plan effective Tier 1 instruction.
4. We will hire paraprofessionals to deliver interventions. (\$10,000)
5. Paraprofessionals will deliver research-based tier 2 interventions.
6. Paraprofessionals will attend weekly training sessions hosted by the instructional coach and administrator.

Category	Description	Estimated Cost
Salaries and Benefits (teachers, aides, specialists, productivity, substitutes)	1. We will hire a full-time instructional coach (59,182.91) 4. We will hire paraprofessionals to deliver interventions. (\$10,000)	\$69,182.91
	Total:	\$69,182.91

Summary of Estimated Expenditures

Category	Estimated Cost (entered by the school)
Salaries and Benefits (teachers, aides, specialists, productivity, substitutes)	\$69,182.91
Total:	\$69,182.91

Funding Estimates - Please Update

Estimates	Totals
Carry-over from 2024-2025	\$0.00
Distribution for 2025-2026	\$59,740.73
Total Available Funds for 2025-2026	\$59,740.73
Estimated Funds to be Spent in 2025-2026	\$
	59740.73
Estimated Carry-over from 2025-2026	\$0.00
Estimated Distribution for 2026-2027	\$69,182.91
Total Available Funds for 2026-2027	\$69,182.91

Estimates	Totals	
Summary of Estimated Expenditures for 2026-2027		\$69,182.91
Estimated Carry-over to 2027-2028		\$0.00

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

Publicity

- School assembly
- School marquee
- School newsletter or website

Council Plan Approvals

Number Approved	Number Not Approved	Number Absent	Vote Date
5	0	1	2026-01-29

BACK

COUNCIL SIGNATURE FORM

Leadership Learning Academy |Ogden| 2025-2026


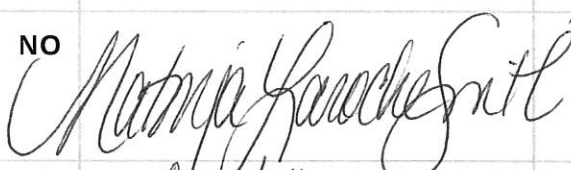

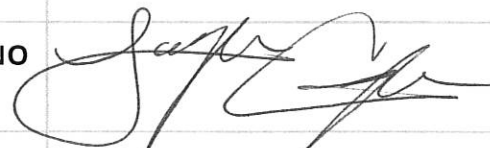

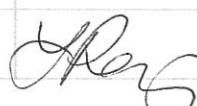
Signature Information

Your signature confirms your active participation in the council's SLT Program responsibilities:

- Implementing the current year's SLT plan (e.g., attending meetings, providing input, budget review).
- Developing the upcoming year's SLT plan (e.g., discussions, data review, academic area selection, goal/action step/expenditure creation, voting).

This form also allows you to provide feedback to your local board for their review during plan approval. Thank you for your participation!

Council Signatures

Printed Name	Role (P = Parent, SE= School Employee, PR= Principal, O = Other)	Were you involved in implementing this year's plan?		Were you involved in creating next year's plan?		Signature	Date
		YES	NO	YES	NO		
Micah Smith	Parent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		1/29/26
Natonja Laroche-Smith	Parent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		1.29.26
Sadie Holtry	Parent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		1-29-26
Janet Garcia	Parent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Logun Conger	SE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		1-29-26
Kimberlee McClellan	SE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		1/29/26
Liliana Perez	Parent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		01/29/26

LLA Board of Director's Meeting Monday, March 16, 2026

Action Item: *2026-2027 Fee Schedule*

Issue:

The School needs to adopt a fee schedule for the 2026-2027 school year.

Background:

LLA provides school sponsored before and after school programs at the Ogden campus. These programs are a monthly cost and are eligible for free and reduced costs. Our Layton campus only provides a school sponsored before school program. *However, the YMCA of Northern Utah runs an After School Program at the Layton Campus.*

Per state law, if a school charges any school fees the school must approve a fee schedule for the upcoming school year by June 1 before the school year starts. In addition, prior to the June 1 deadline the school must also allow public comment on the proposed fee schedule at no fewer than two board meetings. A school's fee schedule must include a description of all fees charged, the amount of any fee, an explanation of how all fees will be spent by the school, a per student annual maximum fee amount for the school year (the maximum amount a student would pay in fees if the student participated in all activities, classes, clubs, etc. that charge a fee), and a statement notifying parents that their student might be eligible for a fee waiver.

LLA has provided the opportunity for public comment on their 2026-2027 proposed fee schedule at two board meetings. LLA's proposed 2026-2027 fee schedule also includes all known requirements for fee schedules in state law.

Recommendation:

It is recommended that the Board approve the 2026-2027 School Fee Schedule.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.



2026-2027 Student Fee Schedule

The following student fees may be assessed to students of Leadership Learning Academy:

FEES FOR OPTIONAL COURSES, PROGRAMS, AND ACTIVITIES		
FEE DESCRIPTION	EXPENDITURES FUNDED BY FEE (SPEND PLAN)	TOTAL FEE
Before School Program*	<ul style="list-style-type: none"> • Instructors and supplies 	Up to \$35 per month
After School Program**	<ul style="list-style-type: none"> • Instructors and supplies 	Up to \$125 per month

* Space in the Before School Program and After School Program is limited and placements are made on a first-come, first-served basis per the Program Terms and Conditions.

+ There is currently **NO** LLA sponsored After School Program offered at the Layton Campus. However, the YMCA of Northern Utah runs an After School Program at the Layton Campus. For more information go to https://utah.recliquecore.com/programs/23/2023-2024-afterschool-programs/#division_123

Per Student Annual Maximum Fee Amount for Year
With Before and After School Programs: \$1,600

This amount reflects the total student fees any student in grades K-6 would be required to pay if the student participated in all courses, programs, and activities (including the Before and After School Programs) provided, sponsored, or supported by the School for the school year.

Per Student Annual Maximum Fee Amount for Year
Without Before and After School Programs: \$0

This amount reflects the total student fees any student in grades K-6 would be required to pay if the student participated in all courses, programs, and activities (except the Before and After School Programs) provided, sponsored, or supported by the School for the school year.

Notice to Parents: Your student may be eligible to have one or more of their fees waived. For information on fees and fee waivers, please contact an administrator at the School and/or review the school fees materials provided on the School's website (School Fees Notice, Fee Waiver Policy, Fee Waiver Application, Fee Waiver Decision and Appeal Form, etc.). If you file a fee waiver request with the School and the request is denied, you may appeal the School's decision.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

LLA Board of Directors Meeting Monday, March 16, 2026

Action Item: *Strategica Marketing Agreement*

Issue:

When the School enters into an agreement with a company and the total amount incurred in one year has a potential to exceed the purchasing policy amount of \$25,000, the agreement must be approved by the Board.

Background:

LLA has never partnered with a marketing company for recruitment or advertising efforts. Another AW school in the southern region has been working with **Strategica Marketing Agency** and has seen significant success, including increased lottery applications and overall enrollment, all at a reasonable cost.

AW arranged an introductory meeting with Strategica to discuss school needs and budget, with a particular focus on supporting the Ogden campus and its Hispanic community. Strategica prepared a detailed presentation and proposal outlining a project plan and timeline consisting of five phases, beginning immediately and continuing through June 2027.

- Phase 1 – Research & Diagnosis
- Phase 2 – Messaging & Marketing Strategy
- Phase 3 – Enrollment Campaign Execution
- Phase 4 – Ongoing Campaign Execution
- Phase 5 – Performance Tracking & Optimization

The monthly cost is **\$2,000**, and the terms of the agreement will run from **March 2026 through July 2027**. Additional advertising expenses will be determined based on the finalized marketing strategy and will require prior approval from the Lead Director and will be billed separately from the monthly cost.

Recommendation:

It is recommended that the board approve the Strategica Marketing Agency Service Agreement and allow the Lead Director to execute the agreement on behalf of the School.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

STRATEGICA

MARKETING AGENCY

SERVICE AGREEMENT

This **Service Agreement** (the "Agreement") is made and entered into as of **March 6, 2025**, by and between **Strategica Marketing Agency, LLC** ("Strategica"), located at **9406 S Meckailee Cv, Sandy, Utah 84094**, and **Leadership Learning Academy** ("Client"), located at **1111 2nd Street, Ogden, UT 84404**.

1. Scope of Work

Strategica will provide marketing services to Leadership Learning Academy for the months before the start of the 2026–2027 school year and then continuing for the full 2026–2027 school year (March 2026 – July 2027). The scope will include:

- **Social Media & Content Strategy:** Ongoing management and growth of LLA's presence on key platforms, including a monthly content calendar and consistent posting.
- **Search Engine Optimization (SEO):** Continuous optimization of the school's website content to improve visibility in search results, with consistent reporting on organic traffic and ranking progress.
- **Targeted Digital Advertising:** Strategic management of digital ad campaigns to drive enrollment, promote events, build awareness, and increase engagement (note: ad spend to be approved separately).
- **Performance Tracking & Reporting:** Comprehensive monthly reports summarizing results, progress, and actionable insights.

This scope provides an integrated approach to drive enrollment growth while strengthening LLA's differentiation in a competitive market through a focused, culturally intelligent campaign for the Ogden campus designed to generate immediate enrollment momentum.

2. Compensation & Payment Terms

- **Monthly Fee:** Client agrees to pay Strategica **\$2,000 per month** for the services outlined in the Scope of Work.
- **Contract Term:** March 2026 – July 2027.
- **Payment Schedule:** Payments of \$2,000 are due monthly on the 6th day of each month.

- **Additional Costs:** The \$2,000 monthly fee does not include paid advertising spend. Any advertising costs (e.g., Meta Ads, Google Ads) will be billed separately and paid directly by the Client, and will not exceed the amounts pre-approved by them.

3. Client Responsibilities

To enable successful execution, Client agrees to:

- Provide Strategica with timely access to LLA's digital assets, including website, social media platforms, and analytics tools.
- Supply any necessary brand assets (logos, photography, video content) for campaign use.
- Review and approve proposed content, campaigns, and reports in a timely manner to ensure deadlines are met.
- Allocate a designated point of contact for approvals, feedback, and coordination.

4. Confidentiality

Both parties agree to maintain strict confidentiality regarding all proprietary and sensitive information exchanged during the project. Any disclosure of confidential information must be authorized in writing.

5. Intellectual Property

- All materials, strategies, and content developed under this agreement remain the property of Leadership Learning Academy upon full payment of services.
- Strategica retains the right to showcase project results in case studies or portfolios, provided that Leadership Learning Academy provides written approval after reviewing a final draft of the proposed showcase materials.

6. Termination & Cancellation

- Either party may terminate this agreement with a **30-day written notice**.
- In the event of termination, Leadership Learning Academy agrees to compensate Strategica for all work completed up to the termination date.

7. Liability & Indemnification

Strategica shall not be held liable for indirect or consequential damages arising from project implementation.

8. Governing Law

This Agreement shall be governed by the laws of the **State of Utah**.

9. Entire Agreement

This Agreement constitutes the entire understanding between both parties and supersedes all prior discussions. Any modifications must be agreed upon in writing.

10. Signatures

By signing below, both parties acknowledge and agree to the terms outlined in this Agreement.

Strategica Marketing Agency, LLC

By: 
Nelson Altamirano
Founder & CEO

Date: March 6, 2026

Leadership Learning Academy

By:
Richard Squire
Lead Director

Date:

**LLA Board of Director's Meeting
Monday, March 16, 2026**

Action Item: *Amending Dress Code Policy*

Issue:

Amending the School's Dress Code Policy.

Background:

To promote greater autonomy for our sixth-grade students, the administration proposes a minor addition to the Dress Code Policy. This change would allow each fifth-grade class to select one additional shirt color, determined by a majority vote at the end of their fifth-grade year. The selected color would be permitted for that cohort's sixth-grade year only.

Recommendation:

It is recommended that the Board approve the Amended Dress Code Policy.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Leadership Learning Academy Dress Code Policy



PURPOSE

The purpose of this Dress Code Policy is to promote school unity and instill a safe learning environment of equality, discipline and self-respect. It is the responsibility of all parents and students at Leadership Learning Academy to read, understand and comply with the terms of this Policy.



Shirts

- ★ Shirts must be solid colored light blue, navy blue or white with or without authorized school logo
- ★ Sixth-grade students will be permitted one additional colored shirt option, which will be selected through a majority vote of the grade at the end of their fifth-grade year and will apply only to that class during their sixth-grade year.
- ★ Shirts must have a collar (full turtlenecks are acceptable as a “collared shirt”)
- ★ Shirts can be long or short sleeved
- ★ Layering with a shirt underneath is permitted as long as the under layer is either solid white or blue
- ★ Logos, embroidery or embellishments of any kind are not permitted. Notwithstanding the preceding prohibition, authorized school logos may be worn on shirts.
- ★ Shirts must be long enough to cover midriff

Sweaters & Vests

- ★ Must be either solid blue or white with or without authorized school logo

- ★ No hoods allowed in classroom

Bottoms

- ★ All bottoms must be a solid colored khaki or navy blue
- ★ Jumpers, skirts, skorts and capris are allowed but must be knee length
- ★ Collared dresses in navy or khaki may be worn
- ★ Sweatpants, exercise pants, overalls or short shorts are not permitted
- ★ Denim jeans are not permitted on normal dress days

Accessories

- ★ Shoes must be “closed toe”
- ★ Socks or stockings are required and must be solid navy or white
- ★ No hats are permitted
- ★ No makeup is permitted
- ★ Hair must be neat and not distracting
- ★ Ties are permitted
- ★ Jewelry should be limited and not distracting

General Policy Considerations

- ★ Clothing must be neat and in good condition. Rips, tears and large stains are not permitted
- ★ A “Free Dress Day” is a regular school day when various provisions of this Dress Code Policy will not be enforced. Free Dress Day standards will be determined by the Campus Principal and parents will be notified of proper Free Dress Day attire.

Staff & Volunteers

All staff and volunteers are required to dress professionally and conservatively as not to expose any inappropriate skin on the body.

Enforcement & Interpretation

This Policy is intended to create a framework to meet the purpose described above. As styles change, or if questions arise, the school administrator, as the Board of Directors’ designee, has the authority to determine if a student’s attire or appearance conforms to the provisions contained in this Policy.

Chuma Uzoh – LLA Board President

Date

LLA Board of Director's Meeting Monday, March 16, 2026

Action Item: *Amending Administration of Medication Policy*

Issue:

Amending the School's Administration of Medication Policy.

Background:

New legislation added provisions with respect to the storage and administration of glucagon kits in schools. If a school employee becomes trained to administer a glucagon kit to a student in response to a potentially life-threatening condition resulting from abnormally low blood glucose levels, the school may make glucagon kits available to such trained employees. In addition, other legislation renamed "epinephrine auto injectors" to "injectable epinephrine rescue medication." The school's Administration of Medication Policy has been revised to comply with these new laws. Some additional revisions have been made to the emergency administration of medication portion of the policy to bring it into better compliance with applicable law, including the addition of a section on adrenal crisis rescue medication.

Recommendation:

It is recommended that the Board approve the Amended Administration of Medication Policy.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Leadership Learning Academy Administration of Medication Policy



PURPOSE

The purpose of this policy is to authorize personnel of Leadership Learning Academy (the “School”) to administer medication to students consistent with applicable law. The term “medication” in this document refers to both prescription medication and non-prescription medication.

The School’s Board of Directors (the “Board”) acknowledges that medication should typically be administered by a student or the student’s parent or guardian. However, the Board recognizes that situations may arise where the health of a student may require administration of medication during the course of a school day by School personnel.

As long as authorized personnel act in a prudent and responsible manner, Utah law provides that School personnel who provide assistance in substantial compliance with a student’s licensed health care provider’s written statement are not liable civilly or criminally for any adverse reaction suffered by the student as a result of taking the medication or discontinuing the administration of medication. The Board hopes that this policy will help ensure that School personnel act in a prudent and responsible manner in order to protect the health of students and the interests of School personnel.

The Board also desires to set forth policies regarding acceptable self-administration of medication by students.

POLICY

Administration of Medication by School Personnel

The School will comply with applicable state and federal laws, including but not limited to Utah Code Ann. § 53G-9-502, regarding the administration of medication to students by School personnel. Accordingly, pursuant to this policy, authorized School personnel may provide assistance in non-emergency situations in the administration of medication to students of the School during periods when the student is under the School’s control.

School personnel may also administer medication to students in emergency situations in accordance with the following:

- (a) Glucagon. Glucagon is an emergency diabetic medication used to raise blood sugar. The School will comply with the requirements of Utah Code Ann. § 53G-9-504 regarding the emergency administration of glucagon to a student ~~in accordance with the statute~~. Accordingly, the School may administer glucagon to a student if:
 - (1) the School has receiveds a glucagon authorization from the parent or guardian of a student with diabetes; ~~and~~ (2) the student is exhibiting the symptoms that

warrant the administration of glucagon; (3) ~~any~~ School personnel who have been trained (as described in the statute) in the administration of glucagon are immediately available to administer the glucagon; and (4) a licensed health care professional is not immediately available. The School may not compel School personnel to become trained in the administration of glucagon nor may it obstruct School personnel from becoming trained in the administration of glucagon.

- (b) Glucagon Kit. The School will comply with the requirements of Utah Code Ann. §§ 26B-4-401, et seq., regarding the emergency administration of a glucagon kit to a student. Accordingly, the School may administer a glucagon kit to a student if: (1) the student has a diagnosis of diabetes by a health care provider; (2) the School has received a glucagon authorization from the parent or guardian of the student; (3) the student is showing symptoms of hypoglycemia (a potentially life-threatening condition resulting from abnormally low blood glucose levels); and (4) a School employee who has become a “qualified adult” as defined in the statute is immediately available to administer the glucagon kit. If the School has a School nurse and the School nurse is immediately available to administer a glucagon kit to a student under the circumstances described above, the School nurse should administer the glucagon kit. If the School does not have a School nurse or the School nurse is not immediately available, another School employee who is a qualified adult may administer the glucagon kit in accordance with the statute. The School may make a glucagon kit available to a School employee who becomes a qualified adult. The School may not prohibit or dissuade School employees from receiving training to become a qualified adult, nor may it prohibit or dissuade School employees who become a qualified adult from possessing or storing a glucagon kit on School property or administering a glucagon kit to any person in accordance with the statute.
- (c) Injectable Epinephrine ~~Auto-Injector~~ Rescue Medication. The School will comply with the requirements of Utah Code Ann. §§ 26B-4-401, et seq., regarding the emergency administration of an injectable ~~ion~~ epinephrine rescue medication to a student ~~for anaphylactic reactions, in the event any School personnel seeks to become a “qualified adult” under that provision.~~ Accordingly, the School may administer an emergency injectable epinephrine rescue medication to a student if: (1) the student is exhibiting potentially life-threatening symptoms of anaphylaxis; (2) a physician or physician assistant is not immediately available; and (3) a School employee who has become a “qualified adult” as defined in the statute is immediately available to administer the injectable epinephrine rescue medication. The School will make an emergency injectable epinephrine ~~auto-injector~~ rescue medication available to a School employee who becomes a qualified adult. The School may not prohibit or dissuade School employees from receiving training to become a qualified adult, nor may it prohibit or dissuade School employees who become qualified adults from possessing or storing an emergency injectable epinephrine ~~auto-injector~~ rescue medication on School property or administering an emergency injectable epinephrine ~~auto-injector~~ rescue medication to any person in accordance with the statute.

- (e*d*) Seizure Rescue Medication. The School will comply with the requirements of Utah Code Ann. § 53G-9-505 regarding the emergency administration of seizure rescue medication to a student. Accordingly, the School may administer seizure rescue medication to a student ~~in accordance with the statute~~ if: (1) the School has receiveds a seizure rescue authorization from the parent or guardian of the student; ~~and~~ (2) the student is exhibiting a symptom, described on the student’s seizure rescue authorization, that warrants the administration of a seizure rescue medication; (3) a School employee who has become a “trained school employee volunteer” as defined in the statute is immediately available to administer the seizure rescue medication; and (4) a licensed health care professional is not immediately available to administer the seizure rescue medication. The School may not compel a School employee to become a trained school employee volunteer nor may it obstruct a School employee from becoming a trained school employee volunteer.
- (e*e*) Opiate Antagonist. In accordance with Utah Code Ann. § 26B-4-509, School personnel may administer an opiate antagonist when acting in good faith to an individual whom the person believes to be experiencing an opiate-related drug overdose.
- (e*f*) Stock Albuterol. The School will comply with the requirements of Utah Code Ann. §§ 26B-4-401, *et seq.*, regarding the emergency administration of stock albuterol to a student~~in response to an asthma emergency, in the event any School personnel seeks to become a “qualified adult” under that provision.~~ Accordingly, the School may administer stock albuterol to a student if: (1) the student has a diagnosis of asthma by a health care provider; (2) the student has a current asthma action plan on file with the School; (3) the student is showing symptoms of an asthma emergency as described in the student’s asthma action plan; and (4) a School employee who has become a “qualified adult” as defined in the statute is immediately available to administer the stock albuterol. If the School has a School nurse and the School nurse is immediately available to administer stock albuterol to a student under the circumstances described above, the School nurse should administer the stock albuterol. If the School does not have a School nurse or the School nurse is not immediately available, another School employee who is a qualified adult may administer the stock albuterol in accordance with the statute. In addition, if a School nurse is not immediately available and a student does not have a current asthma action plan, a School employee who is a qualified adult may administer stock albuterol to the student if the School employee identifies, based on their qualified adult training, that the student is experiencing an asthma emergency. The School may make stock albuterol available to a School employee who becomes a qualified adult. The School may not prohibit or dissuade School employees from receiving training to become a qualified adult, nor may it prohibit or dissuade School employees who become qualified adults from possessing or storing stock albuterol on School property or administering stock albuterol to any person in accordance with the statute.

- (g) Adrenal Crisis Rescue Medication. The School will comply with the requirements of Utah Code Ann. § 53G-9-507 regarding the emergency administration of adrenal crisis rescue medication to a student. Accordingly, the School may administer adrenal crisis rescue medication to a student if: (1) the School has received an adrenal crisis rescue authorization from the parent or guardian of the student; (2) the student exhibits a symptom, described on the student’s adrenal crisis rescue authorization, that warrants the administration of an adrenal crisis rescue medication; (3) a School employee who has become a “trained school employee volunteer” as defined in the statute is available to administer the adrenal crisis rescue medication; and (4) a licensed health care professional is not immediately available to administer the adrenal crisis rescue medication. The School may not compel a School employee to become a trained school employee volunteer nor may it obstruct a School employee from becoming a trained school employee volunteer.

The Lead Director will establish administrative procedures that comply with applicable laws in order to set guidelines for when and how administration of medication under this policy will take place.

The Lead Director will consult with the local health department and/or a registered health care professional for assistance in developing procedures and training necessary for effective implementation of this policy. The School’s Lead Director will ensure that School personnel and parents are provided with information about this policy as needed.

Self-Administration of Medication by Students

Students may possess and self-administer prescription medication at school in compliance with applicable law. The Lead Director will establish administrative procedures that comply with applicable laws in order to set guidelines for when and how this will take place.

Observations and Medical Recommendations by School Personnel

The Lead Director will ensure that appropriate School personnel receive training on the provisions of Utah Code Ann. § 53G-9-203, including but not limited to training regarding medical recommendations by School employees and rules related to School employees communicating information and observations about a student’s health and/or welfare.

School employees who intentionally violate Utah Code Ann. § 53G-9-203 will be subject to discipline up to and including termination.

**LLA Board of Directors' Meeting
Monday, March 16, 2026**

Action Item: *Amending Fee Waiver Policy*

Issue:

Amending the School's Fee Waiver Policy.

Background:

HB 344 deleted a variety of school fee related definitions (such as “curricular activity” and “co-curricular activity”) and added a number of newly defined terms (such as “common education expense” and “course”). It also specified that schools cannot charge students for common education expenses. In addition, HB 344 extended the annual deadline by which schools must approve their fee schedules for the following school year, changing it from April 1 to June 1. The school's Fee Waiver Policy has been revised to reflect these changes from HB 344 as well as updates to R277-407 (which was last revised in December 2025).

Recommendation:

It is recommended that the Board approve the Amended Fee Waiver Policy.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Leadership Learning Academy Fee Waiver Policy



PURPOSE

Leadership Learning Academy (the “School”) must abide by the Utah State Board of Education rules which direct the School’s Board of Directors (the “Board”) to implement a policy regarding student fees in the event the School elects to charge such fees. The purpose of this policy is to provide educational opportunities for all students. This allows the School to establish a reasonable system of fees, while prohibiting practices that would exclude those unable to pay from participation in School-sponsored activities.

POLICY

Under the direction of the Board, the School’s Lead Director is authorized to administer this policy and is directed to do so fairly, objectively, and without delay, and in a manner that avoids stigma and unreasonable burdens on students or parents/guardians.

Definitions

~~“Co-curricular activity” means an activity, course, or program that:~~

- ~~(a) is an extension of a curricular activity;~~
- ~~(b) is included in an instructional plan and supervised or conducted by a teacher or educational professional;~~
- ~~(c) is conducted outside of regular School hours;~~
- ~~(d) is provided, sponsored, or supported by the School; and~~
- ~~(e) includes a required regular School day activity, course, or program.~~

~~“Curricular activity” means an activity, course, or program that is:~~

- ~~(a) intended to deliver instruction;~~
- ~~(b) provided, sponsored, or supported by the School; and~~
- ~~(c) conducted only during School hours.~~

“Common education expense”

- (a) means an expense the School incurs that is related to the delivery of instruction for all courses, unrelated to a specific course, program, or activity; and
- (b) includes the employment of educators and staff, the provision of capital facilities, and operation and maintenance costs.

“Course” or “class”

- (a) means an activity, a course, or a program that the School:
 - (i) intends to deliver instruction;
 - (ii) provides, sponsors, or supports; and
 - (iii) conducts primarily during school hours.

(b) includes a course in which a student is required to enroll as a condition of participation in a separate extracurricular activity.

“Discretionary project” means a project that a student completes in lieu of or in addition to a required classroom project in accordance with Section 53G-7-503.

"Extracurricular activity"

- (a) means an activity, ~~a course~~, or a program that ~~is~~:
 - ~~(i) not directly related to delivering required instruction;~~
 - ~~(ii) is not a curricular activity or co-curricular activity course;~~ and
 - ~~(iii) the School provides, sponsors, or supports by the School.~~
- (b) does not include a noncurricular club as defined in Section 53G-7-701.

"Fee" means a charge, expense, deposit, rental, or payment:

- (a) regardless of how the School terms, describes, requests, or requires the charge, expense, deposit, rental, or payment ~~is termed, described, requested, or required~~, directly or indirectly;
- (b) in the form of money, goods, or services; and
- (c) that is a condition to a student's full participation in or admission to an activity, course, or program that ~~is provided, sponsored, or supported by an LEA~~ the School provides, sponsors, or supports.

“Fee” includes:

- ~~(a) charges or expenditures for a School field trip or activity trip, including related transportation, food, lodging, and admission charges;~~
- ~~(b)~~ (a) payments ~~made~~ to a third party that provides a part of a School activity, class, or program; and
- ~~(c) charges or expenditures for classroom instructional equipment or supplies;~~
- ~~(d) charges or expenditures for School activity clothing; and~~
- ~~(e)~~ (b) a fine other than a fine described below.

“Fee” does not include:

- (a) a student fine ~~specifically approved by an LEA~~ that the School approves for:
 - (i) failing to return School property;
 - (ii) losing, wasting, or damaging private or School property through intentional, careless, or irresponsible behavior, ~~or including defacing or damaging School property~~ as described in Utah Code 53G-8-212; or
 - (iii) improper use of School property, including a parking violation;
- (b) a payment for School breakfast or lunch;
- (c) a deposit that ~~is~~:
 - (i) is a pledge securing the return of School property; and
 - (ii) the School ~~refunds~~ upon the return of School property;
- (d) a charge for insurance, unless the insurance is required for a student to participate in an activity, course, or program; or
- (e) money or another item of monetary value ~~raised by that~~ raises through fundraising.

~~“Instructional equipment or supplies”~~

- ~~(a) means an activity, course, or program related supply or tool that:
 - ~~(i) a student is required to use as part of an activity, course, or program in a secondary school;~~
 - ~~(ii) becomes the property of the student upon exiting the activity, course, or program, and~~
 - ~~(iii) is subject to a fee waiver;~~~~
- ~~(b) does not include School equipment.~~

"Non-waivable charge" means a cost, payment, or expenditure that:

- (a) is a personal discretionary charge or purchase, including:
 - (i) a charge for insurance, unless the insurance is required for a student to participate in an activity, class, or program; or
 - ~~(ii) a charge for college credit related to the successful completion of:
 - ~~(A) a concurrent enrollment class; or~~
 - ~~(B) an advanced placement examination; or~~~~
 - (iii) except when requested or required by the School, a charge for a personal consumable item such as a yearbook, class ring, letterman jacket or sweater, or other similar item;
- (b) is subject to sales tax as described in Utah State Tax Commission Publication 35, Sales Tax Information for Public and Private Elementary and Secondary Schools; or
- (c) by Utah Code, federal law, or State Board of Education rule is designated not to be a fee, including:
 - (i) a school uniform as provided in Utah Code § 53G-7-801;
 - (ii) a school lunch; or
 - (iii) a charge for a replacement for damaged or lost School equipment or supplies.

"Provided, sponsored, or supported by the School"

- (a) means an activity, class, program, club, camp, clinic, or other event that:
 - (i) is authorized by the School; or
 - (ii) satisfies at least one of the following conditions:
 - (A) the activity, class, program, club, camp, clinic, or other event is managed or supervised by the School, or a School employee in the employees School employment capacity;
 - (B) the activity, class, program, club, camp, clinic, or other event uses, more than inconsequentially, the School's facilities, equipment, or other School resources; or
 - (C) the activity, class, program, club, camp, clinic, or other event is supported or subsidized, more than inconsequentially, by public funds, including the School's activity funds or minimum school program dollars.
- (b) does not include an activity, class, or program that meets the criteria of a noncurricular club as described in Title 53G, Chapter 7, Part 7, Student Clubs.

“Provision in lieu of fee”

- (a) means an alternative to fee payment; and

- (b) may include a plan under which fees are paid in installments or under some other delayed payment arrangement or a service in lieu of fee payment agreement.

"Requested or required by the School as a condition to a student's participation" means something of monetary value that is impliedly or explicitly mandated or necessary for a student, parent, or family to provide so that a student may:

- (a) fully participate in school or in a School activity, class, or program;
- (b) successfully complete a School class for the highest grade; or
- (c) avoid a direct or indirect limitation on full participation in a School activity, class, or program, including limitations created by:
 - (i) peer pressure, shaming, stigmatizing, bullying, or the like; or
 - (ii) withholding or curtailing any privilege that is otherwise provided to any other student.

"School activity clothing" means special shoes or items of clothing that:

- ~~(a) that meets~~ specific requirements, including requesting a specific brand, fabric, or imprint; ~~that~~
- (b) the School requires a student to provide and to wear for an activity-, course-, or program-related activity; and
- ~~(a) that that the student rents while participating in the activity, or~~ become the property of the student upon exiting the activity, course, or program; ~~and~~
- ~~(b)(c) that are required to be worn by a student for an activity-, course-, or a program-related activity.~~

"School activity clothing" does not include:

- (a) a school uniform; or
- (b) clothing that is commonly found in students' homes.

"School equipment" means a machine, equipment, facility, or tool that:

- (a) is durable;
- (b) is reusable;
- ~~(e) is consumable;~~
- ~~(d)(c) is owned by~~ a secondary school owns; and
- ~~(e)(d)~~ a student uses as part of an activity, course, or program in a secondary school.

"Something of monetary value"

- (a) means a charge, expense, deposit, rental, fine, or payment, regardless of how the payment is termed, described, requested or required directly or indirectly, in the form of money, goods or services; and
- (b) includes:
 - (i) charges or expenditures for a School field trip or activity trip, including related transportation, food, lodging, and admission charges;
 - (ii) payments made to a third party that provide a part of a School activity, class, or program;
 - (iii) classroom textbooks, supplies or materials;

- (iv) charges or expenditures for school activity clothing; and
- (v) a fine, except for a student fine specifically approved the School for:
 - (A) failing to return School property;
 - (B) losing, wasting, or damaging private or School property through intentional, careless, or irresponsible behavior; or
 - (C) improper use of School property, including a parking violation.
- (c) does not include a payment or charge for damages, which may reasonably be attributed to normal wear and tear.

“Textbook”

- (a) means instructional material necessary for participation in an activity, course, or program, regardless of the format of the material;
- (b) includes:
 - (i) a hardcopy book or printed pages of instructional material, including a consumable workbook; or
 - (ii) computer hardware, software, or digital content; ~~and~~
- ~~(c) does not include instructional equipment or instructional supplies.~~

“Waiver” means a full release from:

- ~~(a) the~~ requirement ~~to pay~~ of payment of a fee; and
- ~~(b) from~~ any provision in lieu of fee payment.

General School Fees Provisions

The School may only ~~collect~~ charge a fee for an activity, class, or program provided, sponsored, or supported by the School ~~consistent with that is noticed and authorized by~~ School policies and state law.

If the School imposes a fee:

- (a) the fee shall be directly related equal to or less than the expense incurred by the School in providing for a student the activity, course, or program for which the School imposes a fee; ~~and~~
- (b) the fee shall be equal to or less than the expense described immediately above; and
- ~~(c) the School may not impose an additional fee or increase a fee to supplant or subsidize another fee that the School is prohibited from charging, including the normal expense of delivering instruction in a course a fee to supplant or subsidize an expense that the School incurs for:~~
 - ~~(i) a curricular activity; or~~
 - ~~(ii) an expense for the portion of a co-curricular activity that occurs during regular school hours.~~

~~Beginning with the 2024-25 school year, t~~The School may not sell textbooks or otherwise charge a fee for textbooks ~~as provided in Section 53G-7-506, except for a textbook used for a concurrent enrollment, International Baccalaureate, or Advanced Placement course.~~

All fees are subject to the fee waiver requirements of this policy.

The School shall not charge a fee that is general in nature and for a service or good that does not have a direct benefit to the student paying the fee. In addition, the School may not charge a fee for a common education expense~~except as set forth in this policy with respect to fees for life-cycle replacement costs for School equipment, the School may not charge a fee for School equipment.~~

The School may not charge students in grades K-6 fees to participate in the School's remediation programs.

Fees for Classes & Activities During the Regular School Day

Fees for Students in Kindergarten through Sixth Grade

The School may not charge a fee in kindergarten through sixth grade for materials, textbooks, supplies ~~(except as provided below)~~, or for any class or regular school day activity (except for discretionary projects), including assemblies and field trips.

Elementary students cannot be required to provide their own student supplies. However, the School or teacher may provide to a student's parent a suggested list of student supplies for use during the regular school day so that a parent or guardian may furnish, only on a voluntary basis, those supplies for student use. The list provided to a student's parent or guardian must include ~~and be preceded by~~ the following language before identifying the supplies:

"NOTICE: THE ITEMS ON THIS LIST WILL BE USED DURING THE REGULAR SCHOOL DAY. THEY MAY BE BROUGHT FROM HOME ON A VOLUNTARY BASIS, OTHERWISE, THEY WILL BE FURNISHED BY THE SCHOOL."

~~The School may charge a fee to a student in grade six if all of the following are true:~~

~~(a) the School has students in any of the grades seven through twelve;~~

~~(b) the School follows a secondary model of delivering instruction to the School's grade six students; and~~

~~(c) The School annually provides notice to parents that the School will collect fees from grade six students and that the fees are subject to waiver.~~

Fees for Optional Projects

The School may require students at any grade level to provide materials or pay for an additional discretionary project if the student chooses a project in lieu of, or in addition to a required classroom project. A student may not be required to select an additional project as a condition to enrolling, completing, or receiving the highest possible grade for a course. The School will avoid allowing high cost additional projects, particularly when authorizing an additional discretionary project results in pressure on a student by teachers or peers to also complete a similar high cost project.

Fees for Activities Outside of the Regular School Day

Fees may be charged in all grades for any School-sponsored activity that does not take place during the regular school day if the fee is approved as provided in this policy and is allowed by state law and if participation in the activity is voluntary and does not affect the student's grade or ability to participate fully in any course taught during the regular school day. Fee waivers are available for such fees.

A fee related to an ~~an eo-curricular or~~ extracurricular activity may not exceed the maximum fee amounts for the ~~eo-curricular or~~ extracurricular activity adopted by the Board, as provided below.

Activities that use the School facilities outside the regular school day but are not provided, sponsored, or supported by the School (e.g., programs sponsored by the parent organization and/or an outside organization) may charge for participation, and fee waivers are not available for these charges.

An activity, class, or program that is provided, sponsored, or supported by the School outside of the regular School day or School year calendar is subject to this policy and state law regardless of the time or season of the activity, class, or program.

Fee Schedule

The Board will approve a Fee Schedule at least once each year on or before ~~April~~ June 1. The Fee Schedule will establish the maximum fee amount per student for each activity and the maximum total aggregate fee amount per student per school year. No fee may be charged or assessed related to an activity, class, or program provided, sponsored, or supported by the School, including for an ~~curricular, eo-curricular or~~ extracurricular activity, unless the fee has been set and approved by the Board, is equal to or less than the established maximum fee amount for the activity, and is included in the approved Fee Schedule.

The School will encourage public participation in the development of the Fee Schedule and related policies.

Before approving the School's Fee Schedule, the School will provide an opportunity for the public to comment on the proposed Fee Schedule during a minimum of two public Board meetings. In addition to the standard notice of Board meetings under the Open and Public Meetings Act, the School will provide notice of these Board meetings using the same form of communication regularly used by the administration to communicate with parents.

After the Fee Schedule is adopted, the Board may amend the Fee Schedule using the same process.

~~In connection with approving a fee schedule, the Board shall authorize each fee individually as required in Utah Code § 53G-7-503.~~

Maximum Fee Amounts

In connection with establishing the Fee Schedule, the Board will establish a per student annual maximum fee amount that the School may charge a student for the student's participation in all

courses, programs, and activities provided, sponsored, or supported by the School for the year. This is a maximum total aggregate fee amount per student per School year.

The Board may establish a reasonable number of activities, courses, or programs that will be covered by the annual maximum fee amount.

Notice to Parents

The Lead Director will annually provide written notice of the School's Fee Schedule and Fee Waiver Policy to the parent or guardian of each student in the School by ensuring that a written copy of the School's Fee Schedule and Fee Waiver Policy is included with all registration materials provided to potential or continuing students each year. The Fee Schedule shall clearly identify any fee for each activity, course, or program alongside the description of the activity, course, or program.

The School will also post the following on its website each school year:

- (a) The School's Fee Schedule, including maximum fee amounts, and Fee Waiver Policy;
- (b) The School's fee waiver application;
- (c) The School's fee waiver decision and appeals form; and
- (d) The School's fee notice(s) for families.

Donations

The School may not request or accept a donation in lieu of a fee from a student or parent unless the activity, class, or program for which the donation is solicited will otherwise be fully funded by the School and receipt of the donation will not affect participation by an individual student.

A donation is a fee if a student or parent is required to make the donation as a condition to the student's participation in an activity, class, or program.

The School may solicit and accept a donation or contribution in accordance with the School's policies, including the Donation and Fundraising Policy, but such requests must clearly state that donations and contributions by a student or parent are voluntary.

If the School solicits donations, the School: (a) shall solicit and handle donations in accordance with policies and procedures established by the School; and (b) may not place any undue burden on a student or family in relation to a donation.

Fee Collection

The School may pursue reasonable methods for obtaining payment for fees and for charges assessed in connection with a student losing or willfully damaging school property.

The School may not exclude students from school, an activity, a class, or a program that is provided, sponsored, or supported by the School during the regular school day; refuse to issue a

course grade; or withhold official student records, including written or electronic grade reports, class schedules, diplomas, or transcripts, as a result of unpaid fees.

The School may withhold the official student records of a student responsible for lost or damaged School property consistent with Utah Code § 53G-8-212 until the student or the student's parent has paid for the damages, but may not withhold a student's records required for student enrollment or placement in a subsequent school.

A reasonable charge may be imposed by the School to cover the cost of duplicating, mailing, or transmitting transcripts and other school records. No charge may be imposed for duplicating, mailing, or transmitting copies of school records to an elementary or secondary school in which the student is enrolled or intends to enroll.

Consistent with Utah Code § 53G-6-604, the School will forward a certified copy of a transferring student's record to a new school within 30 days of the request, regardless of whether the student owes fees or fines to the School.

Students shall be given notice and an opportunity to pay fines prior to withholding issuance of official written grade reports, diplomas and transcripts. If the student and the student's parent or guardian are unable to pay for damages or if it is determined by the School in consultation with the student's parents that the student's interests would not be served if the parents were to pay for the damages, then the School may provide for a program of voluntary work for the student in lieu of the payment. A general breakage fee levied against all students in a class or school is not permitted.

Fee Refunds

Student fees are non-refundable.

Budgeting and Spending Revenue Collected Through Fees

The School will follow the general accounting standards described in Rule R277-113 for treatment of fee revenue.

~~Beginning with the 2020-2021 school year, t~~The School will establish a spend plan for the revenue collected from each fee charged. The spend plan will (a) provide students, parents, and employees transparency by identifying a fee's funding uses; (b) identify the needs of the activity, course, or program for the fee being charged and include a list or description of the anticipated types of expenditures, for the current fiscal year or as carryover for use in a future fiscal year, funded by the fee charged.

The School will share revenue lost due to fee waivers across the LEA's campuses. Financial inequities or disproportional impact of fee waivers will not fall inequitably on any one campus. The School will establish a procedure to identify and address potential inequities due to the impact of the number of students who receive fee waivers at each campus.

School Fee Collections & Accounting Procedures

It is the responsibility of the Lead Director to ensure that all student fees collected are in compliance with the Fee Schedule and applicable financial policies and procedures.

Fees must be received and deposited in a timely manner.

Money may only be collected by staff authorized by the Lead Director. Students may not collect fees.

~~Beginning in the 2020-21 school year, t~~The School may not use revenue collected through fees to offset the cost of fee waivers by requiring students and families who do not qualify for fee waivers to pay an increased fee amount to cover the costs of students and families who qualify for fee waivers. However, the School may notify students and families that the students and families may voluntarily pay an increased fee amount or provide a donation to cover the costs of other students and families.

The School will distribute the impact of fee waivers across the School's campuses so that no individual campus carries a disproportionate share of the School's total fee waiver burden.

Fee Waiver Provisions

To ensure that no student is denied the opportunity to participate in a class or activity that is provided, sponsored, or supported by the School because of an inability to pay a fee, the School provides fee waivers or other provisions in lieu of a fee. Fee waivers or other provisions in lieu of a fee payment will be available to any student whose parent cannot pay a fee.

All fees are subject to waiver.

Non-waivable charges are not subject to waiver.

Fee Waiver Administration

The Lead Director, Campus Principal, or a designee will administer this policy and will review and grant fee waiver requests. The process for obtaining waivers or pursuing alternatives will be administered in accordance with this policy, fairly, objectively, and without delay, and in a manner that avoids stigma, embarrassment, undue attention, and unreasonable burdens on students and parents.

The School will not treat a student receiving a fee waiver or provision in lieu of a fee waiver differently from other students. The process for obtaining waivers or pursuing alternatives will create no visible indicators that could lead to identification of fee waiver applicants.

The process for obtaining waivers or pursuing alternatives will comply with the privacy requirements of The Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g (FERPA).The School may not identify a student on fee waiver to students, staff members, or other

persons who do not need to know. As a general rule, teachers and coaches do not need to know which students receive fee waivers. Students may not assist in the fee waiver approval process.

Fee Waiver Eligibility

A student is eligible for a fee waiver if the School receives verification that:

- (a) In accordance with Utah Code § 53G-7-504(4), family income falls within levels established annually by the State Superintendent and published on the Utah State Board of Education website;
- (b) The student to whom the fee applies receives Supplemental Security Income (SSI). If a student receives SSI, the School may require a benefit verification letter from the Social Security Administration;
- (c) The family receives TANF or SNAP funding. If a student's family receives TANF or SNAP, the School may require the student's family to provide the School an electronic copy or screenshot of the student's family's eligibility determination or eligibility status covering the period for which the fee waiver is sought from the Utah Department of Workforce Services;
- (d) The student is in foster care through the Division of Child and Family Services or is in state care. If a student is in state care or foster care, the School may rely on the youth in care required intake form or school enrollment letter provided by a caseworker from the Utah Division of Child and Family Services or the Utah Juvenile Justice Department; or
- (e) The student qualifies for McKinney-Vento Homeless Assistance Act assistance. If a student qualifies for McKinney-Vento, verification is obtained through the School's McKinney-Vento liaison.

The School will not maintain copies of any documentation provided to verify eligibility for a fee waiver.

The School will not subject a family to unreasonable demands for re-qualification.

The School may grant a fee waiver to a student, on a case-by-case basis, who does not qualify for a fee waiver under the foregoing provisions but who, because of extenuating circumstances, is not reasonably capable of paying the fee.

The School may charge a proportional share of a fee or a reduced fee if circumstances change for a student or family so that fee waiver eligibility no longer exists.

The School may retroactively waive fees if eligibility can be determined to exist before the date of the fee waiver application.

Fee Waiver Approval Process

The ~~Lead Director~~ School will inform patrons of the process for obtaining waivers and will provide a copy of the standard fee waiver application on the School's website ~~and in registration materials each year.~~

The Lead Director, Campus Principal, or a designee will review fee waiver applications within five (5) school days of receipt. If the School denies a request for a fee waiver, the School will provide the decision to deny a waiver in writing and will provide notice of the procedure for appeal in the form approved by the Utah State Board of Education.

Any requirement that a student pay a fee will be suspended during any period in which the student's eligibility for a waiver is being determined or during the time a denial of waiver is being appealed.

Each year the School will maintain documentation regarding the number of School students who were given fee waivers, the number of School students who worked in lieu of fee waivers, the number of School students who were denied fee waivers, the total dollar value of student fees waived by the School, and the total dollar amount of all fees charged to students at the School, as this information may be requested by the Utah State Board of Education as part of its monitoring of the School's school fees practices.

The School shall also submit school fee revenue information in the Utah Public Education Financial System as provided in R277-113.

Appeal Process

Denial of eligibility for a waiver may be appealed in writing to the Campus Principal or Lead Director within ten (10) school days of receiving notice of denial. The School shall contact the parent within two (2) weeks after receiving the appeal and schedule a meeting with the Campus Principal or Lead Director to discuss the parent's concerns. If, after meeting with the Campus Principal or Lead Director, the waiver is still denied, the parent may appeal, in writing, within ten (10) school days of receiving notice of denial to the Board.

In order to protect privacy and confidentiality, the School will not retain information or documentation provided to verify eligibility for fee waivers.

Alternatives to Fees and Fee Waivers

The School may allow a student to perform service or another approved task (as described in Utah Code § 53G-7-504(2)) in lieu of paying a fee or, in the case of an eligible student, in lieu receiving a fee waiver, but such alternatives may not be required. If the School allows an alternative to satisfy a fee requirement, the Campus Principal or Lead Director will explore with the interested student and his or her parent/guardian the alternatives available for satisfying the fee requirement, and parents will be given the opportunity to review proposed alternatives to fees and fee waivers.

~~However, if a student is eligible for a waiver, textbook fees must be waived, and no alternative in lieu of a fee waiver is permissible for such fees.~~

The School may allow a student to perform service in lieu of paying a fee or receiving a fee waiver if: (a) the School establishes a service policy or procedure that ensure that a service assignment is appropriate to the age, physical condition, and maturity of the student; (b) the School's service policy or procedure is consistent with state and federal laws, including Section 53G-7-504 regarding the waiver of fees and the federal Fair Labor Standards Act, 29 U.S.C. 201; (c) the

service can be performed within a reasonable period of time; and (d) the service is at least equal to the minimum wage for each hour or service.

A student who performs service may not be treated differently than other students who pay a fee.

The service may not create an unreasonable burden for a student or parent and may not be of such a nature as to demean or stigmatize the student.

The School will transfer the student's service credit to another LEA upon request of the student.

The School may make an installment payment plan available for the payment of a fee. Such a payment plan may not be required in lieu of a fee waiver.

The School may provide optional individual fundraising opportunities for students to raise money to offset the cost of the student's fees as provided in R277-408.

Annual Review, Approval, and Training

The Board will review and approve this policy annually.

The School will develop a plan for at least annual training of School employees on fee-related policies specific to each employee's job functions.

LLA Board of Directors' Meeting Monday, March 16, 2026

Action Item: *Amending Student Conduct & Discipline Policy*

Issue:

Amending the School's Student Conduct & Discipline Policy.

Background:

The Board recently approved some significant revisions to the Student Conduct and Discipline Policy. A few other changes need to be made to the policy, including making updates to the definitions of suspension and expulsion to bring the policy into compliance with USBE rules. Suspensions can last up to one year, include in-school and out-of-school suspensions, and must include an offer of alternative education services if lasting longer than 10 school days. Expulsion means a disciplinary removal from school for longer than 10 school days without an offer of alternative education services, can be for a fixed or indefinite period of time, and terminates a student's status as an enrolled student of the school.

Recommendation:

It is recommended that the Board approve the Amended Student Conduct & Discipline Policy.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Leadership Learning Academy Student Conduct & Discipline Policy



1. PURPOSE, BELIEFS, AND PHILOSOPHY

1.1 Purpose

The purpose of Leadership Learning Academy's (the "School") Student Conduct and Discipline Policy is to help all students develop positive relationships with other students and adults, take responsibility for their actions and learning, and develop the self-discipline necessary to create an environment that is characterized by physical and emotional safety in order to enhance learning for everyone.

The School will foster a School and community-wide expectation of good citizenship for students and a sense of responsibility in the School community for rules and standards of behavior.

The School will promote and require:

- student responsibility for learning and behavior in all grades;
- student conduct that produces a proper learning environment and respect for the personal, civil, and property rights of all members of the School community;
- parents of all students to assume proper responsibility for their students' behavior and to cooperate with School authorities in encouraging student self-discipline and discouraging behavior that is disruptive to the School's educational program.

1.2 Beliefs and Expectations

The School's beliefs and expectations set a positive and inviting culture for dealing with student behavior issues.

Beliefs:

- Punishment alone will not change behavior
- Much aggressive behavior is a relationship problem, not a behavior problem
- Adults must model the behaviors they expect from the students
- We expect conflicts, but we expect conflicts to be resolved and relationships mended

Expectations:

- Students will show respect for other students
- Students will show respect for adults
- Students will show respect for the building
- Adults will show respect for students
- Students will develop self-discipline

1.3 Procedural Philosophy

The School recognizes that establishing a procedural philosophy consistent with the desired positive school environment is as important as following legal and due process procedures. The School's policy sets forth appropriate legal and due process procedures and will be followed within the context of the procedural philosophy outlined below:

Procedures:

When students are involved in conflicts with other students, they will:

- Work together to resolve the conflict
- Work to repair the relationship and build trust
- Be subject to additional consequences if they exhibit unsafe behaviors during the conflict

When students are involved in a conflict with or feel they have been treated unfairly by a member of the staff or a volunteer, they will, when appropriate:

- Report their feelings to their parent or to the administrator or counselor, who will work together to set up a conference with the student, the parent, an administrator or counselor, and/or the adult involved in order to resolve the conflict and mend the relationship

When students flagrantly disregard the safety of others, show blatant disrespect to others, or consistently behave in a disrespectful or unsafe way:

- The student will be subjected to consequences and positive behavior support to ensure that the student will make better choices in the future. Consequences might include:
 - ✓ In-School Suspension
 - ✓ Out-of-School Suspension
 - ✓ Expulsion
 - ✓ Restitution
 - ✓ Repayment for damages
- The student will work to earn back the trust of the School community by actions such as:
 - ✓ Genuine apology to injured or affected parties
 - ✓ Demonstration of appropriate behaviors following the incident
 - ✓ Repair or replace any damaged items

Due process to protect the rights of students will include:

- All students will be treated with dignity and respect as they go through correction procedures. The administration will see to it that their rights are protected through the process. If parents feel their student has not been treated fairly, they may address those concerns in accordance with this policy or the School's Parent Grievance Policy.
- Parents will be notified when students are involved in situations that are deemed to be serious.
- Parents and students will be notified of the expectations, possible consequences, and the procedures involved in this policy at the beginning of each school year.

2. ENVIRONMENT

2.1 Safe School Environment

It is the School's policy to promote a safe and orderly school environment for all students and employees. Accordingly, the School holds all students, employees, and other adults to the highest standards of behavior in the classroom, on School grounds, in School vehicles, and during School-sponsored activities. Criminal acts or disruptive behavior of any kind will not be tolerated, and any individual who engages in such activity will be subject to disciplinary action, criminal prosecution, or both.

2.2 Discrimination Prohibited

It is the School's policy to provide equal educational and employment opportunity for all individuals. Therefore, the School prohibits all discrimination on the basis of race, color, religion, sex, age, national origin, disability, or veteran status. Complaints of discrimination or unfair application of this policy should be submitted pursuant to the School's applicable Grievance Policy.

3. DEFINITIONS

3.1 Suspension

For purposes of this policy, suspension ~~means is a temporary removal of a student from School and School-sponsored activities for a period of up to one (1) year.~~ (a) an in-school suspension that is a temporary removal of a student from the student's regular classroom for disciplinary reasons for at least half a school day but remains under the direct supervision of School personnel; or (b) an out-of-school suspension that is the removal of a student from School grounds for disciplinary reasons unless the student removed is: (i) served solely under a Section 504 plan, where an out-of-school suspension is the excluding of the student from school for disciplinary purposes for one day or longer; or (ii) a student with disabilities under the Individuals with Disabilities Education Act, where an out-of-school suspension is the temporary removal of the student from the student's regular school for disciplinary reasons to another setting.

A student who is suspended for ten (10) or fewer school days may, at the Campus Principal's discretion, have access to homework, tests, and other schoolwork through a home study program but will not be allowed to attend classes or participate in any School activities during the period of suspension.

A student who is suspended for more than ten (10) school days shall be provided, or at least offered, alternative education services by the School, but such students will not be allowed to attend classes or participate in any School activities during the period of suspension.

3.2 Expulsion

For purposes of this policy, expulsion means a disciplinary removal from the School for more than ten (10) school days without an offer of alternative education services. An expulsion may be for a fixed or indefinite period of time. If a student is expelled from the School, that student's status as an enrolled student of the School is terminated. Expelled students are~~the formal process of dismissing a student from School. Recognizing that students who commit violent or disruptive acts may pose safety problems, the School will work with parents to provide alternative educational placement and programs for the student where appropriate and feasible. However, the Campus Principal retains the authority to~~ excluded the student from all School programs or activities for the period of expulsion.

3.3 Change of Placement for Students with Disabilities under IDEA and Section 504

For purpose of the removal of a student with a disability from the student's current educational placement, a "change of placement" occurs if (a) the removal is for more than ten (10) consecutive school days or (b) the student is subjected to a series of removals that constitute a pattern because they total more than ten (10) school days in a school year or because of factors such as the length of each removal, the total amount of time the student is removed, and the proximity of the removals to one another. Any "change of placement" requires compliance with the procedures outlined in Section 10 of this policy.

3.4 Disruptive Student Behavior

For purposes of this policy, "disruptive student behavior" means the behavior identified as grounds for suspension or expulsion described in Section 4.1, below.

3.5 Parent

For purposes of this policy, "parent" means (i) a custodial parent of a school-age child; (ii) a legally appointed guardian of a school-age child; or (iii) any other person purporting to exercise any authority over the child which could be exercised by a person described above.

3.6 Qualifying Minor

For purposes of this policy, "qualifying minor" means a school-age child who: (i) is at least nine years old; or (ii) turns nine years old at any time during the school year.

3.7 School Year

For purposes of this policy, "school year" means the period of time designated as the school year by the Board of Directors (the "Board") in the calendar adopted each year.

3.8 School-age Child

For purposes of this policy, "school-age child" means a minor who: (i) is at least six years old but younger than 18 years old; and (ii) is not emancipated.

4. GROUNDS FOR SUSPENSION, EXPULSION, OR CHANGE OF PLACEMENT

4.1 Suspension

4.1.1 A student may be suspended from School for the following reasons:

[a] frequent or flagrant willful disobedience, defiance of proper authority, or disruptive behavior, including, but not limited to: fighting; gang activity; noncompliance with School dress code; harassment, including sexual, racial, or religious harassment; the use of foul, profane, vulgar or abusive language; or other unreasonable and substantial disruption of a class, activity, or other function of the School;

[b] willful damage to or defacement of School property;

[c] behavior or threatened behavior that poses an immediate and significant threat to the welfare, safety, or morals of other students or School personnel or to the operation of the School;

[d] possession, distribution, control, use, sale, or arranging for the sale of an alcoholic beverage as defined in Utah Code Ann. § 32B-1-102;

[e] possession, distribution, control, use, sale, or arranging for the sale of cigars, cigarettes, electronic cigarettes, or tobacco, as defined by Utah Code Ann. § 76-10-101;

[f] possession, distribution, control, use, sale, or arranging for the sale of contraband, including but not limited to real, look-alike or pretend weapons, fireworks, matches, lighters, alcohol, tobacco, mace, pepper spray, laser pointers, pornography, illegal drugs and controlled substances, drug paraphernalia, or any other material or item that has caused or will imminently cause substantial disruption to school operations;

[g] inappropriate use or possession of electronic devices in class or in any other way that substantially disrupts the educational environment;

[h] any criminal activity;

[i] any serious violation involving weapons, drugs, or the use of force, including those actions prohibited in Section 4.1.2 below, that threatens harm or causes harm to the School or School property, to a person associated with the School, or property associated with any such person, regardless of where it occurs; or

[j] bullying or hazing as defined in Utah Code Ann. § 53G-9-601 and/or the School's Bullying and Hazing Policy.

4.1.2 A student shall be suspended or expelled from School for the following reasons:

[a] a serious violation affecting another student or a staff member, or a serious violation occurring in a School building, in or on School property, or in conjunction with a School-sponsored activity, including:

(i) the possession, control, or actual or threatened use of a real weapon, explosive, or noxious or flammable material;

(ii) the actual use of violence or sexual misconduct, including but not limited to such violence or sexual misconduct related to hazing;

(iii) the actual or threatened use of a lookalike weapon with intent to intimidate another person or to disrupt normal School activities; or

(iv) the sale, control, or distribution of a drug or controlled substance as defined in Utah Code Ann. § 58-37-2, an imitation controlled substance defined in Utah Code Ann. § 58-37b-2, or drug paraphernalia as defined in Utah Code Ann. § 58-37a-3;

[b] the commission of an act involving the use of force or the threatened use of force which if committed by an adult would be a felony or class A misdemeanor; or

[c] making a false report of an emergency at the School or another school under Utah Code Ann. § 76-9-202(2)(d).

4.2 Expulsion

A student may be expelled from School for any violation listed under Section 4.1 of this policy if the violation is serious or persistent.

4.3 Weapons – Mandatory Expulsion for One Year – Utah Code Ann. § 53G-8-205(2)(b); 20 U.S.C. § 7151

4.3.1 Any student who commits an act for which mandatory suspension or expulsion is provided under Section 4.1.2, above, involving a real or lookalike weapon, explosive, or noxious or flammable material shall be expelled from School and all School programs and activities for a period of not less than one (1) year, subject to the following:

[a] Within forty-five (45) days after the expulsion, the student shall appear before the Case Management Team (“CMT”), which shall be comprised of the Lead Director, Campus Principal, a Board member, and a teacher selected by them, accompanied by a parent; and

[b] The CMT shall determine:

(i) what conditions must be met by the student and the student's parent for the student to return to School;

(ii) if the student should be placed on probation in a regular school setting consistent with Utah Code Ann. § 53G-8-208, and what conditions must be met by the student in order to ensure the safety of students and faculty at the School; and

(iii) if it would be in the best interest of both the School and the student to modify the expulsion term to less than a year, conditioned on approval by the Board and giving highest priority to providing a safe school environment for all students.

[c] For purposes of this policy, the term "firearm", "explosive", and "noxious or flammable material" include but are not limited to: guns, starter pistols, cap guns, bombs, bullets and ammunition, gasoline or other flammable liquids, mace, pepper spray, matches, and lighters.

4.3.2 Students with Disabilities under IDEA and Section 504

Whenever a student receiving special education and related services under the Individuals with Disabilities Education Act ("IDEA") or Section 504 of the Rehabilitation Act is determined to have carried a weapon to School or a School-sponsored activity, the procedures outlined in Section 10 of this policy must be followed.

4.4 Drugs and Controlled Substances – Mandatory Suspension or Expulsion – Utah Code Ann. § 53G-8-205(2)(a)

4.4.1 A student shall be suspended or expelled from the School for any of the following reasons:

[a] use, control, possession, distribution, sale, or arranging for the sale of an illegal drug or controlled substance (which includes alcohol), an imitation controlled substance, or drug paraphernalia in a School building, in a School vehicle, on School property, or in conjunction with any School-sponsored activity;

[b] misuse or abuse, distribution, sale or arranging for the sale of prescription medication at School or a School-sponsored activity; or

[c] misuse or abuse of over-the-counter remedies, or sharing, distribution, sale, or arranging for the sale of over-the-counter remedies. A student may possess and use over-the-counter remedies at School only in amounts not to exceed the recommended daily dose including, but not limited to: aspirin, ibuprofen, Tylenol (acetaminophen), cough drops, allergy medication, cough syrup and mouthwash.

4.4.2 Students with Disabilities under Section 504

Any student identified as being disabled under either Section 504 of the Rehabilitation Act or the Americans with Disabilities Act who currently is engaging in the illegal use of drugs or alcohol shall be suspended or expelled to the same extent as non-disabled students for the possession, use, control, distribution, sale, or arrangement of the sale of illegal drugs, alcohol, or controlled substances on School property or in conjunction with any School-sponsored activity.

4.4.3 Drug Testing

[a] Any student who is reasonably suspected of violating Section 4.4 may be subject to a drug test for cause, arranged and paid for by the School.

[b] Any student who has been suspended or expelled for a violation of Section 4.4 may be required to provide a clean drug test and evidence of completion of drug assessment and/or drug counseling programs as a condition of readmission to School. Testing and counseling required as a condition of readmission rather than for the purpose of providing justification for the initial suspension or expulsion shall be arranged and paid for by the student's parent.

[c] Students who refuse to submit to required drug testing and counseling programs or to cooperate with School officials with respect to the sharing of appropriate information, may be expelled from the School.

[d] Any student who is suspended or expelled for violation of Section 4.4 may be subject to random drug testing, at any time and for any reason, for a period of one year from the date of offense. If the student tests positive, he/she may be expelled from all School programs or activities. Any student who refuses consent for random drug testing under these conditions shall be expelled from all School programs or activities.

4.4.4 Students with Disabilities under IDEA

Whenever a student receiving special education and related services under IDEA knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at School or a School-sponsored activity, the procedures outlined in Section 10 of this policy must be followed.

4.5 Gangs

For purposes of this policy, "gang" means any ongoing organization, association or group of three or more persons, whether formal or informal, having as one its primary activities the commission of criminal acts, which has a unique name or identifiable signs, symbols, or marks, and whose members individually or collectively engage in criminal or violent behavior to persons or property, or who create an unreasonable and substantial disruption or risk of disruption of a class, activity, program, or other function of a school.

4.5.1 Gang Activity and Apparel Prohibited

Students who engage in any form of gang activity on or about School property, or at any School-sponsored activity may be suspended or expelled under the terms of this policy. For the purposes of this policy, "gang activities" include, but are not limited to any of the following:

[a] Wearing, possessing, using, distributing, displaying, or selling any clothing, jewelry, apparel, emblems, badges, tattoos or manner of grooming, accessories, symbols, signs, or other thing which is evidence of membership in or affiliation with any gang;

[b] Committing any act or omission or using any speech, either verbal or nonverbal, (flashing signs, gestures, hand shakes, etc.) that demonstrates membership in or an affiliation with a gang;

[c] Soliciting others for membership in a gang;

[d] Requesting any person to pay for "protection", claiming "turf", or otherwise intimidating, bullying, retaliating against, threatening, abusing, or harassing any person;

[e] Possessing a weapon, controlled substances, drug paraphernalia, or other contraband;

[f] Committing any illegal act; or

[g] Encouraging or inciting another person to act with physical violence upon any other person or cause damage to property.

4.5.2 Confiscation of Gang Items

Subject to the search and seizure provisions of this policy, gang paraphernalia, apparel, or weapons may be confiscated by School officials at any time.

4.5.3 Consultation with Law Enforcement Authorities

School officials shall consult with local law enforcement authorities and gang detectives whenever they have questions regarding gang-related clothing, apparel, or other gang activity.

4.6 Bullying, Cyber-Bullying, Harassment, Hazing, and Abusive Conduct

Bullying, cyber-bullying, harassment, hazing, and abusive conduct of students and employees are against federal law, state law, and School policy, and are not tolerated by the School. It is the School's intent to respond to school-related incidents by implementing prevention efforts where victims can be identified and assessed, and perpetrators educated, in order to create a safer school that provide a positive learning environment.

School administration has the authority to discipline students and employees for off-campus speech that causes or threatens a substantial disruption on campus, at School activities, or causes or threatens a significant interference with a student's educational performance or involvement in School activities.

Additional information regarding these issues are contained in the School's Bullying and Hazing Policy, which is available on the School's website.

4.7 Possession or Use of Electronic Cigarette Products

4.7.1 Students are prohibited from possessing or using electronic cigarette products, as defined by Utah Code Ann. § 76-10-101, on School property.

4.7.2 The Campus Principal or their designee shall request the surrender of or confiscate electronic cigarette products as provided in Section 16 of this policy.

4.7.3 The Campus Principal will ensure that any surrendered or confiscated electronic cigarette product is destroyed or disposed of. However, the Campus Principal may allow the release of any surrendered or confiscated electronic cigarette product to local law enforcement if School personnel have a reasonable suspicion that the electronic cigarette product contains an illegal substance and local law enforcement requests that the School release it to them as part of an investigation or action.

5. AUTHORITY TO SUSPEND OR EXPEL

5.1 Authority to Suspend for Ten (10) School Days or Less for Regular Education Students

The Campus Principal has the authority to suspend a regular education student for up to ten (10) school days. In considering whether to suspend a student, the Campus Principal shall consider all relevant factors, including but not limited to, the severity of the offense, the student's age, disability, academic status and disciplinary record, parental capabilities, and community resources.

5.2 Authority to Suspend and Duration of Suspension for Students with Disabilities

The Campus Principal has the authority to suspend a student with disabilities (504 or IDEA) for not more than ten (10) consecutive school days, and additional removals of not more than ten (10) total school days in that same school year for separate incidents of misconduct as long as those removals do not constitute a pattern resulting in a change of placement. The School need not provide services during periods of removal of ten (10) days cumulative or less if services are not provided to a student without disabilities who has been similarly suspended.

5.3 Authority to Suspend for Longer than Ten (10) School Days or Expel for Regular Education Students

Subject to the requirements for due process set forth in Section 9, below, the Lead Director may suspend a regular education student for longer than ten (10) school days and up to one (1) year or expel a regular education student.

Expulsions shall be reviewed by the CMT and the conclusions reported to the Board at least once each year if the parent of the expelled student has expressed a desire for the student to return to the School.

5.3.1 Parental Responsibility

If a student is suspended for a period longer than ten (10) days or expelled, the student's parent is responsible for undertaking an alternative education plan that will ensure that the student's education continues during the period of expulsion. The parent shall work with designated School officials to determine how the student's education will continue through private education paid for by the parents, an alternative program offered by the local school district, or other alternatives

which will reasonably meet the educational needs of the student. Costs of educational services which are not provided by the School are the responsibility of the student's parent.

5.3.2 The parent and designated School officials may enlist the cooperation of the Division of Child and Family Services, the juvenile court, law enforcement, or other appropriate government agencies in determining how to meet the educational needs of the student.

5.3.3 The School shall contact the parent of each student under age 16 who has been suspended for longer than ten (10) school days or expelled from all School programs and services at least once a month to determine the student's progress if the parent of the ~~expelled~~ student has expressed a desire for the student to return to the School.

5.4 Authority to Institute Change of Placement for Student with Disabilities

Where the student is receiving special education services or accommodations on the basis of disability under IDEA, 504, or ADA, procedures outlined in the State of Utah Special Education Rules shall be followed, including prior written notice to parents regarding their procedural due process rights, before any long-term disciplinary action or change of placement takes place.

5.5 Reinstatement of Students Who Have Been Suspended

In accordance with Utah Code Ann. § 53G-8-206, a suspended student may not be readmitted to the School until (a) the student and the parent have met with a designated School official to review the suspension and agreed upon a plan to avoid the recurrence of the problem; or (b) in the discretion of the Lead Director or Campus Principal, the parent of the suspended student and the student have agreed to participate in such a meeting. This provision is subject to the requirements in Section 5.2 and 5.3.

6. PROCEDURES FOR ADDRESSING DISRUPTIVE STUDENT BEHAVIOR – Utah Code Ann. § 53G-8-210

6.1 Efforts to Resolve Disruptive Student Behavior Problems

6.1.1 Information About Resources. The School will provide to a parent of a student who engages in disruptive student behavior a list of resources available to assist the parent in resolving the student's disruptive behavior problem.

6.1.2 Procedures for Resolving Problems. The Campus Principal or a teacher or counselor designated by the Campus Principal will work with students who engage in disruptive student behavior according to the procedures identified in Section 7, below, in an attempt to help the student's behavior to improve and to prevent problems from escalating. Incidents of disruptive student behavior and attempts to resolve behavior issues will be documented. The notices of disruptive student behavior described in Section 6.2 and 6.3 below are issued at the discretion of the Lead Director or Campus Principal and are not required to be issued prior to suspending or expelling a qualifying minor.

6.2 Notice of Disruptive Student Behavior

6.2.1 Authorization and Criteria. The Lead Director and Campus Principal are authorized to issue notices of disruptive student behavior to qualifying minors who:

- [a] engage in “disruptive student behavior” that does not result in suspension or expulsion three times during the school year; or
- [b] engage in disruptive student behavior that results in suspension or expulsion once during the school year.

6.2.2 Contents of Notice. A notice of disruptive student behavior will:

[a] require the qualifying minor and a parent of the qualifying minor to whom the notice is issued to (i) meet with School authorities to discuss the qualifying minor's disruptive student behavior; and (ii) cooperate with the Lead Director or Campus Principal and the Board in correcting the student's disruptive student behavior; and

[b] be mailed by certified mail to, or served in person on, a parent of the qualifying minor.

6.2.3 Contesting Notice. A qualifying minor, or a qualifying minor's parent, may contest a notice of disruptive student behavior by requesting in writing, within ten (10) business days after receipt of the notice, a meeting with the CMT at which the parent and the CMT will discuss the facts related to the student's behavior, the basis of the parent's concerns with or objections to the issuance of the notice, and efforts that have been made to address the behavior problems.

6.3 Habitual Disruptive Student Behavior Notice

6.3.1 Authorization and Criteria. The Lead Director or Campus Principal may issue a “habitual disruptive student behavior notice” to a qualifying minor who:

[a] engages in disruptive student behavior that does not result in suspension or expulsion at least six times during the school year;

[b] (i) engages in disruptive student behavior that does not result in suspension or expulsion at least three times during the school year; and (ii) engages in disruptive student behavior that results in suspension or expulsion at least once during the school year; or

[c] engages in disruptive student behavior that results in suspension or expulsion at least twice during the school year.

6.3.2 Notice to Parents. Within five (5) days after the day on which a habitual disruptive student behavior notice is issued, the Lead Director or Campus Principal shall provide documentation to a parent of the qualifying minor who receives the notice of the efforts made by a School representative under Section 7, below.

6.4 Responses to School-Based Behavior

6.4.1 Definitions.

[a] “Mobile crisis outreach team” means a crisis intervention service for minors or families of minors experiencing behavioral health or psychiatric emergencies.

[b] “Restorative justice program” means a school-based program or a program used or adopted by a school that is designed to enhance school safety, reduce school suspensions, and limit referrals to court, and is designed to help minors take responsibility for and repair the harm of behavior that occurs in school.

[c] “Youth court” means the same as that term is defined in § 80-6-901, including that it is a diversion program that provides an alternative disposition for cases involving minors who have committed minor offenses in which youth participants, under the supervision of an adult coordinator, may serve in various capacities within the courtroom, acting in the role of jurors, lawyers, bailiffs, clerks, and judges.

6.4.2 Alternative School-Related Interventions. The Board may establish or partner with a certified youth court program or establish or partner with a comparable restorative justice program. The School may refer a student to youth court or a comparable restorative justice program in accordance with § 53G-8-211.

6.4.3 Referrals of Minors. A qualifying minor to whom a habitual disruptive student behavior notice is issued under Section 6.3.1 may not be referred to the juvenile court. The School will follow § 53G-8-211 with respect to referring a minor who is alleged to have committed an offense on School property when School is in session or during a School-sponsored activity. In accordance with § 53G-8-211:

[a] if the alleged offense on School property is a class C misdemeanor, an infraction, or a status offense, the minor shall be referred:

(i) to an evidence-based alternative intervention, including:

(1) a mobile crisis outreach team;

(2) youth services center, as defined in § 80-5-102;

(3) a certified youth court, as defined in § 80-6-901, or comparable restorative justice program;

(4) an evidence-based alternative intervention created and developed by the School or other governmental entities as set forth in § 53G-8-211(3)(a)(v);

(5) a tobacco cessation or education program if the offense is a violation of § 76-10-105;
or

(ii) for prevention and early intervention youth services, as described in § 80-5-201, by the

Division of Juvenile Justice and Youth Services if the minor refuses to participate in an evidence-based alternative intervention described above.

[b] Except as provided in Subsection [c] below, if a minor is alleged to have committed an offense on School property that is a class C misdemeanor, an infraction, or a status offense, the minor may be referred directly to a law enforcement officer or agency or a court only if:

(i) the minor allegedly committed an offense on School property on a previous occasion; and

(ii) the minor was referred to an evidence-based alternative intervention, or to prevention or early intervention youth services, as described in Subsection [a] above for the previous offense.

[c] If a minor is alleged to have committed a traffic offense that is an infraction, the minor may be referred directly to a law enforcement officer or agency, a prosecuting attorney, or a court for the traffic offense.

[d] If a minor is alleged to have committed an offense on School property that is a class B misdemeanor or a class A misdemeanor, the minor may be referred directly to a court or to the evidence-based alternative interventions in Subsection [a] above.

[e] If a minor commits an offense on School grounds when School is in session or at a School-sponsored activity and that information is reported to, or known by, a School employee, the School employee shall notify the Campus Principal. After receiving such a notification, the Campus Principal shall notify a law enforcement officer or agency if the Campus Principal may refer the offense to a law enforcement officer or agency as explained above in this Section. The Campus Principal shall also notify the Lead Director as well as other School personnel if the Campus Principal determines that other School personnel should be informed.

6.4.4 Referral of Students for Firearm Offense. If a student brings a firearm or weapon to the School, the student shall be referred directly to a law enforcement officer or agency, a prosecuting attorney, or a court.

7. ALTERNATIVES TO EXPULSION, OR CHANGE OF PLACEMENT FOR FREQUENT OR FLAGRANT DISRUPTIVE BEHAVIOR – Utah Code Ann. § 53G-8-207

A continuum of intervention strategies shall be available to help students whose behavior in School repeatedly falls short of reasonable expectations. Prior to suspending a student for more than ten (10) school days or expelling a student for repeated acts of willful disobedience, defiance of authority, or disruptive behavior which are not so extreme or violent that immediate removal is warranted, good faith efforts shall be made to implement a remedial discipline plan to allow the student to remain in the School.

7.1 Before referring the student for long-term suspension, expulsion or change of placement under this Section, School staff should demonstrate that they have attempted some or all of the following interventions:

7.1.1 Talking with the student;

- 7.1.2 Class schedule adjustment;
- 7.1.3 Phone contact with the parent;
- 7.1.4 Informal parent/student conferences;
- 7.1.5 Behavioral contracts;
- 7.1.6 After-school make-up time;
- 7.1.7 Short-term in-school suspension-~~(ISS)~~;
- 7.1.8 Short-term at-home suspensions;
- 7.1.9 Appropriate evaluation;
- 7.1.10 Home study;
- 7.1.11 Alternative programs; or
- 7.1.12 Law enforcement assistance as appropriate.

7.2 Parental Attendance with Student – Utah Code Ann. § 53G-8-207(1)-(2).

As part of a remedial discipline plan for a student, the School may require the student's parent, with the consent of the student's teachers, to attend class with the student for a period of time specified by a designated School official. If the parent does not agree or fails to attend class with the student, the student shall be suspended in accordance with the provisions of this policy.

8. DUE PROCESS FOR SUSPENSIONS OF TEN (10) SCHOOL DAYS OR LESS

The following procedure shall apply to all students facing suspension of ten (10) school days or less:

8.1 The Campus Principal shall notify the student’s custodial parent of the following without delay: that the student has been suspended, the grounds for the suspension, the period of time for which the student is suspended, and the time and place for the parent to meet with the Campus Principal to review the suspension.

8.2 The Campus Principal shall also notify the non-custodial parent, if requested in writing, of the suspension.

8.2.1 Section 8.2 does not apply to the portion of School records which would disclose any information protected under a court order.

8.2.2 The custodial parent is responsible to provide the School a certified copy of any court order under subsection 8.2.1.

8.3 The Campus Principal shall document the charges, evidence, and action taken.

8.4 Unless one of the exceptions below applies, before a suspension begins the student shall be given notice of the charges, provided with an explanation of the evidence, and given an opportunity to present his/her version of the incident to the Campus Principal. The student shall be requested to present his/her version of the incident in writing. Students with disabilities or young students who are unable to write their own statements shall be accommodated through the use of tape recorder, scribe, etc.

8.4.1 In general, the notice and informal conference described in Section 8.4 above shall precede the student's removal from the School.

8.4.2 If, in the judgment of the Campus Principal, notice and an informal conference is not possible because the student poses a danger to a person or property or an ongoing threat of substantially disrupting the academic process, he/she may be removed immediately. However, in such cases, the necessary notice and informal conference shall follow as soon as possible.

9. DUE PROCESS FOR SUSPENSIONS OF MORE THAN TEN (10) SCHOOL DAYS AND EXPULSIONS

The following procedure shall apply to all students facing suspension of more than ten (10) school days:

9.1 The Campus Principal shall first follow the due process procedures set forth in Section 8 above. If, after following the due process procedure in Section 8, the Campus Principal believes that a student should be suspended for more than ten (10) school days or expelled, the Campus Principal may make the recommendation to the Lead Director, who will make the decision whether to impose such discipline. In the event the Lead Director decides that a student should be suspended for more than ten (10) school days or expelled, the Lead Director and Campus Principal shall meet with the student's parent or guardian to discuss the charges against the student and the proposed discipline within five (5) school days after the suspension or expulsion began. If requested in writing, the Lead Director shall also notify the non-custodial parent of the suspension or expulsion as outlined in Section 8.2 of this policy. A suspension may not extend beyond ten (10) school days unless the student and the student's parent have been given a reasonable opportunity to meet with the Lead Director and respond to the allegations and proposed disciplinary action.

9.2 Notice to Student and Parent

During the meeting required in Section 9.1, the Lead Director and Campus Principal shall provide the student's parent with written notice that includes all of the following elements (or, if the student's parent refuses to meet, the Lead Director shall send the notice by certified mail, return receipt requested, to the student's parent within ten (10) school days after the suspension or expulsion began):

9.2.1 a description of the alleged violation(s) or reason(s) giving rise to disciplinary action;

9.2.2 the penalty being imposed (duration of suspension or expulsion);

9.2.3 a statement that a due process hearing may be requested by providing the Lead Director with written notice within ten (10) school days of the parent's receipt of the notice;

9.2.4 a statement that, if a due process hearing is requested, the Board, even though less than a quorum, ~~or a hearing officer~~ will conduct the hearing, with or without the help of a hearing officer;

9.2.5 a statement that the suspension or expulsion is taking effect immediately and will continue for the stated period unless a due process hearing is requested in a timely manner and the Board (even though less than a quorum) ~~or hearing officer~~ determines otherwise;

9.2.6 the mailing date of the notice; and

9.2.7 a statement that, if a hearing is not requested within ten (10) school days after receipt of the notice, the Lead Director's decision to suspend or expel the student will be final, and the parent's right to oppose the decision will be waived.

9.3 Hearing Procedures

If a Due Process Hearing is requested in response to the notice sent pursuant to Section 9.2 of this policy, the following procedures shall apply:

9.3.1 After receipt of the request, the School shall schedule a hearing as soon as possible but not later than ten (10) school days following receipt of the request unless the student's parent agrees otherwise.

9.3.2 A written Hearing Notice shall be sent to the parent informing the parent that the Due Process Hearing will be conducted before the Board (even though less than a quorum) ~~or a hearing officer~~ and of the following information:

[a] the date, place, and time of the hearing;

[b] the circumstances, evidence, and issues to be discussed at the hearing;

[c] the right of all parties to have legal counsel present;

[d] the right of all parties to present evidence;

[e] the right of all parties to cross-examine witnesses subject to the presiding Board member's or hearing officer's determination that this right should be limited to protect student witnesses from retaliation, ostracism or reprisal; and

[f] the right of all parties to examine all relevant records.

LLA Board of Director's Meeting Monday, March 16, 2026

Action Item: *Helpside Professional Employer Agreement*

Issue

Every five years the School must renew their Helpside agreement to continue their services and meet procurement regulations.

Background

A new Professional Employer Agreement between the school and Helpside is being presented for board approval. Under the Utah Procurement Code, contract terms are generally limited to five years, with limited exceptions. Helpside provides a comprehensive suite of services, including payroll administration, 401(k) benefits, FMLA administration, unemployment support, and workers' compensation coverage. Helpside has consistently delivered high-quality, comprehensive services at competitive rates. The terms of the new agreement are consistent with the expiring agreement.

Recommendation

It is recommended that the Board approve the Professional Employer Agreement with Helpside and authorize the Board President to execute the agreement on behalf of the school.

NOTE: Times on this agenda are estimated as a courtesy only. Actual times may vary.

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call (801) 444-9378 to make appropriate arrangements.

Helpside PEO Client Service Agreement

This Client Service Agreement is made as of the Effective Date set forth below by and between Helpside, LLC, located at 395 West 600 North, Lindon, Utah 84042 (hereinafter "Helpside" or "PEO") and Leadership Learning Academy, located at 100 W 2675 N, Layton, UT, 84041 (hereinafter "Client"). Helpside and Client are sometimes referred to collectively as the "Parties," and individually as a "Party." Terms and Conditions (Exhibit "A"), the Rate Sheet (Exhibit "B"), and State Addenda (Exhibit "C") accompanying this Client Service Agreement, along with any other addenda, exhibits and/or schedules, are incorporated by reference as if fully set forth herein and are referenced herein collectively as "this Agreement."

1. **Effective Date and Service Commencement Date.** This Agreement will be effective as of the date signed by both Parties ("Effective Date"). The term of the Agreement will commence on the Effective Date and will continue until terminated by either Party pursuant to the Terms and Conditions, set forth in Exhibit "A" ("Term"). The services described herein will commence on March 16, 2026. For avoidance of confusion, Helpside's obligation to provide services with respect to any Covered Employee (as defined below) under this Agreement does not commence until the requirements for a Client's employee to be deemed a Covered Employee, as set forth in Paragraph 2, have been satisfied.
2. **Obligations of Helpside.** Helpside's obligations under this Agreement with respect to Client's employees for whom Helpside has timely received and accepted all onboarding documents required by Helpside, including, without limitation, the Worksite Employee Acknowledgement and W-4, in addition to initial payment according to the appropriate rate set forth in the Rate Sheet (Exhibit "B") of this Agreement (hereinafter "Covered Employee") are as follows:
 - 2.1. **Payroll Administration.** Helpside will process payroll payments for Covered Employees in accordance with applicable law, conditioned upon Client timely and accurately supplying all data and funds necessary for Helpside to perform its payroll processing services.
 - 2.2. **Payroll Taxes and Unemployment Insurance.** To the extent required by law, Helpside will withhold, report, and remit federal, state, and local payroll taxes, including, without limitation, unemployment insurance contributions, for Covered Employees. To the extent requested by Client, Helpside will administer unemployment insurance filings and claims, including opposing unemployment claims when appropriate.
 - 2.3. **Employee Benefits.** As agreed to between Helpside and Client, Helpside will offer certain employee benefits to eligible Covered Employees and their eligible dependents through Helpside-sponsored plans ("Helpside Benefit Plans") and administer such Helpside Benefit Plans in compliance with applicable law and the terms and provisions of the applicable plan documents. The applicable plan documents will control eligibility for benefits and the extent of benefits provided under the Helpside Benefit Plans.
 - 2.4. **Workers' Compensation Insurance.** Unless the Parties have otherwise agreed in writing, as evidenced by execution of an Addendum to this Agreement, Helpside will provide workers' compensation insurance coverage for the Covered Employees and, to the extent agreed to by the Parties, administer claims under such coverage in compliance with applicable law. Client workers who are not timely reported to Helpside pursuant to the terms of Paragraphs 3.1 below, and 5.2 of the Terms & Conditions (Exhibit "A"), and in compliance with Helpside's new-hire onboarding requirements are not Covered Employees and will not be covered by workers' compensation insurance provided through Helpside for any period during which they are not a Covered Employee.
 - 2.5. **Human Resources Consulting Services.** Helpside will provide human resources consulting services as detailed in Paragraph 4.5 of the Terms & Conditions (Exhibit "A").
3. **Obligations of Client.** Client's obligations under this Agreement include the following:
 - 3.1. **Onboarding Process.** Client will comply with Helpside directives regarding the requirements to onboard Covered Employees, including, but not limited to, the requirements set forth in the Terms & Condition. Client will ensure all newly hired employees complete electronic onboarding before the newly hired employee begins work for the Client, except as otherwise required by applicable laws.
 - 3.2. **Payroll Data.** Client will timely and accurately provide all data necessary for Helpside to process payroll for the Covered Employees, including, but not limited to, hours worked, rates of pay, payments owed, and exempt/non-exempt status under applicable wage and hour laws ("Payroll Data"). Payroll Data must be provided to Helpside no later than 9:00 AM Mountain Time two (2) business days before the payroll pay date ("Payroll Deadline"). Payroll Data provided after the Payroll Deadline that the Client would like processed on the regularly scheduled pay date results in a "Late Payroll," meaning Helpside has less time to process payroll and a "Late Payroll" fee will apply, as outlined in the Rate Sheet, attached as Exhibit "B." To ensure accurate calculation of fees and proper withholding, reporting, and remitting of taxes, Client agrees not to pay any wages, salaries, bonuses, or other amounts directly to Covered Employees (outside of Helpside's platform) without obtaining Helpside's prior written consent to do so. Client will immediately forward to Helpside any order or notice of garnishment, involuntary deduction, IRS lien or other legal process received by Client affecting wages paid to Covered Employees and, if requested by Helpside, Client will sign documents necessary to authorize Helpside to act on Client's behalf in responding to such legal process. Client will timely report to Helpside any changes in its workforce, such as employees hired or terminated, and any changes in salary or hourly wages, or other compensation. If Client abandons Helpside's services by reporting a payroll cycle of \$0, pays Covered Employees in violation of the conditions set forth in this Paragraph 3.2, or fails to timely report Client's payroll information for a payroll cycle, it will be deemed a material breach

of the Agreement, and the Agreement may be terminated immediately, as set forth in Paragraph 11.2.1 of the Terms & Conditions.

- 3.3. Notice of Covered Employee Termination and Wage Changes. Client shall provide Helpside with timely advance notice (through Helpside Admin Tools) when it terminates the employment of a Covered Employee. At a minimum, Client will provide Helpside with sufficient notice for Helpside to timely issue the final paycheck to a terminated Covered Employee. Additionally, Client shall provide Helpside sufficient notice of a wage change for any Covered Employee to enable Helpside to properly comply with any applicable wage payment requirements.
- 3.4. All Obligations Not Expressly Included. Client understands, acknowledges, and agrees that Client is solely responsible and liable for any and all obligations, duties, and responsibilities that are not expressly delegated to Helpside under this Agreement.

4. **Fees.**

- 4.1. Administrative Fees. Client will pay Helpside’s administrative fees and charges as detailed in Section 7 of the Terms & Conditions (Exhibit “A”), according to the rates set forth in the Rate Sheet (Exhibit “B”).
- 4.2. Timing and Collection of Amounts Owed. As detailed in the Terms & Conditions, prior to the time that one or more Covered Employees is required to be paid, Client shall pay an amount equal to Gross Payroll (as defined in the Terms & Conditions) plus all other fees and charges associated with that payroll, including, but not limited to: Helpside’s administrative fees (as referenced above in Paragraph 4.1); all gross wages; federal, state, and local taxes and related charges (including, but not limited to, FICA, FUTA, and SUTA); and any other applicable fees and charges attributable to Covered Employees, as invoiced by Helpside. Except as otherwise provided in the applicable Rate Sheet, Helpside may adjust any rates, fees, or charges at any time with thirty 30 days’ advance notice, or without any advance notice in the event of immediate or retroactive changes in payroll tax or insurance rates, changes in insurance requirements or costs, or changes in workers’ compensation insurance codes.
- 4.3. Other Fees. There may be additional fees or charges for services requested by Client if such requested services are not specifically identified in this Agreement, such as for services pertaining to background searches, substance screening fees, applicant tracking system access, learning management system access, and other miscellaneous services.

THROUGH THE SIGNATURES OF THEIR AUTHORIZED REPRESENTATIVES BELOW, AND IN EXCHANGE FOR MUTUAL AND VALUABLE CONSIDERATION, THE PARTIES HEREBY AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

Helpside: BY: _____ NAME: _____ TITLE: _____ DATE: _____	Client: BY: _____ NAME: <u>Terry Capener</u> TITLE: <u>LLA Board President</u> DATE: <u>March 16, 2026</u>
Address for Notices (Par. 14.6 of the Terms & Conditions (Exhibit “A”))	
Helpside: Street Address: City, State, Zip: Attn: Email:	Client: Street Address: City, State, Zip: Attn: Email: