



LEADERSHIP  
LEARNING  
ACADEMY

# Board Meeting Packet

## 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.*

# May 18, 2021

# Leadership Learning Academy

## Board Meeting Agenda

### Tuesday, May 18, 2021

Place: Academica West, 290 N. Flint Street, Kaysville, UT 84037



**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:** The mission of *Leadership Learning Academy* is to provide the unique, innovative teaching model of Project CHILD to help achieve a high degree of academic success while developing problem solving skills, independent learners, and future leaders in all our students.

**VISION:** *Leadership Learning Academy* will use the innovative and unique model of Project CHILD to challenge our students to be confident and independent learners. Our students will learn to inspire others, achieve high academic success, and become personally accountable for themselves and their education; thus helping to lead our future.

## Agenda

### 2020-2021 Board Priorities

Literacy Goals (*Umbrella Goals*)

School Wide Reading Plan

(*DEAR – “Drop Everything and Read”*)

Increase Attendance Across the LEA (93%)

Teacher Retention – 90% of eligible employees

### 4:00 PM – CALL TO ORDER

- Welcome by Chuma Uzoh
- Board Mission
- School Mission
- School Vision

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

**CLOSED SESSION** to discuss an individual’s character, professional competence, or physical or mental health pursuant to Utah Code 52-4-205(1)(a)

### REPORTS

- Board of Directors
  - [Review Board Calendar](#) – Chuma Uzoh
  - [Review Action Items](#) – Chuma Uzoh

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

## **CONSENT ITEMS**

- [March 15, 2021 Board Meeting Minutes](#)
- [March 15, 2021 Closed Session Affidavit](#)
- [Amended 2021-2022 School Calendars](#)

## **BUSINESS ITEMS (To Be Voted On)**

- [2021-2022 TSSA Plan](#) – Heidi Bauerle
- [TSI Plan for School Improvement](#) – Heidi Bauerle
- [Technology Purchase](#) – Heidi Bauerle
- [Language Arts Curriculum Subscription Renewal & Materials](#) – Heidi Bauerle

## **5:15 PM – BREAK FOR DINNER**

## **STRATEGIC BOARD TRAINING**

- Essential Elements of Project CHILD / Exhibit A
- [Reading Data](#)
- Outcomes/Academic Priorities
  - Campus
  - Network
- Finance
  - Enrollment Goals
  - 401(k) & Match
- Recommended Goals for 2021-2022
- Next Steps
- Training Activity

## **OTHER BUSINESS ITEMS**

- Calendaring Items – Chuma Uzoh
  - Next Pre-Board Meeting – May 24<sup>th</sup>
  - Annual Board Meeting – June 14<sup>th</sup>
  - Next Board Meeting – August 16<sup>th</sup>

## **ADJOURN**

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# Leadership Learning Academy Closed Board Meeting Agenda Tuesday, May 18, 2021



**Place:** Academica West, 290 N. Flint Street, Kaysville, UT 84037

**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:** The mission of *Leadership Learning Academy* is to provide the unique, innovative teaching model of Project CHILD to help achieve a high degree of academic success while developing problem solving skills, independent learners, and future leaders in all our students.

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## Agenda

### **BUSINESS ITEMS**

- Discuss an individual's character, professional competence, or physical or mental health pursuant to Utah Code 52-4-205(1)(a) – ALL

### **ADJOURN**

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## Board of Directors 2020-2021 Calendar

July 2020	August 2020	September 2020
<ul style="list-style-type: none"> <li>Update Lead Director Evaluation to reflect current goals [Dawn]</li> <li>Submit New Budget (Plus any additional budget amendments)</li> </ul>	<ul style="list-style-type: none"> <li>Review Snow Removal Service Contract</li> <li>Early Literacy Plan</li> <li>2<sup>nd</sup> Quarterly Report Due Aug 15* (Financial Statement &amp; Enrollment)</li> </ul>	<ul style="list-style-type: none"> <li>Create Teacher Survey on Admin</li> </ul>
October 2020	November 2020	December 2020
<ul style="list-style-type: none"> <li>SLT Membership Approval (Due by October 20<sup>th</sup>)</li> <li>Winter Bonus Discussion</li> <li>Returning Bonuses for Ogden Campus</li> <li>Send out Teacher Survey</li> <li>Prior Years Financial &amp; Student Membership Audits</li> </ul>	<ul style="list-style-type: none"> <li>Winter Social</li> <li>Mid-Year Evaluation Prep</li> <li>Review Health Insurance Contract</li> <li>Report on Teacher Survey</li> <li>Prep for Investor Call</li> <li>3<sup>rd</sup> Quarterly Report Due Nov 15* (Financial Statement &amp; Enrollment)</li> </ul>	<ul style="list-style-type: none"> <li>2021-2022 School Calendar</li> <li>2021-2022 School Fee Schedule</li> <li>Audit Review [Eide Bailly]</li> <li>Winter Retreat Planning</li> <li>Mid-Year Lead Director Evaluation</li> <li>Annual Investor Call</li> </ul>
January 2021	February 2021	March 2021
<ul style="list-style-type: none"> <li>WINTER RETREAT</li> <li>Building Evaluation [Kirk]</li> <li>Leaders of the Month Luncheon</li> </ul>	<ul style="list-style-type: none"> <li>Apply for Intermountain CFC</li> <li>Policy Review</li> <li>SLT Training Assurance</li> <li>4<sup>th</sup> Quarterly Report Due Feb 15* (Financial Statement &amp; Enrollment)</li> </ul>	<ul style="list-style-type: none"> <li>School LAND Trust Plan</li> <li>Discuss Board Vacancies – if any</li> <li>Start 2021-2022 School Year Budget Development</li> <li>Facility/Maintenance Decisions</li> <li>Review Landscaping Service Contract</li> </ul>
April 2021	May 2021	June 2021
<ul style="list-style-type: none"> <li>2021-2022 Parent Handbook (if major changes)</li> <li>EOY Bonuses Discussion</li> <li>Retreat Planning</li> <li>Create Parent Survey</li> </ul>	<ul style="list-style-type: none"> <li>RETREAT [Strategic Planning]</li> <li>Audit Engagement Letters</li> <li>Lead Director Evaluation</li> <li>Strategic School Planning</li> <li>Start on the Lead Director Employment Agreement (Salary)</li> <li>Review D&amp;O and Building Insurance Policy</li> <li>Pre-Board Self Evaluation</li> <li>Policies to Review and/or Approve</li> <li>Leaders of the Month Luncheon</li> <li>Send out Parent Survey</li> <li>1<sup>st</sup> Quarterly Report Due May 15* (Financial Statement &amp; Enrollment)</li> </ul>	<ul style="list-style-type: none"> <li>2021-2022 Annual Budget</li> <li>2020-2021 Final Amended Budget</li> <li>Early Learning Plan</li> <li>Summer Purchasing Plan (if needed)</li> <li>Ratify Board Terms &amp; Officers</li> <li>TSSA Plan</li> <li>Report on Parent Survey</li> <li>Set 2021-2022 Meeting Schedule</li> <li>Assessment Data Review</li> <li>Exit Survey Results</li> <li>Annual PPP Training &amp; Review</li> <li>Annual Open &amp; Public Meetings Act Training</li> <li>Review Board Communication Guidelines</li> <li>Sign Board Member Agreement</li> </ul>

Color Key						
Socials	Action Items	Discussion Items	Trainings	Evaluations	Surveys	Bond Covenants *Signature Required

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# Leadership Learning Academy

## Board Meeting Minutes

### Monday, March 15, 2021

**Place:** Layton Campus, 100 W 2675 N, Layton, UT 84041



**In Attendance:** Chuma Uzoh, David Gray, Terry Capener, Jimmy Sunlight, Deb Hansen (via phone)

**Others in Attendance:** Heidi Bauerle, Cole Arnold, Dawn Kawaguchi, Brandon Fairbanks

**Mission:** The mission of *Leadership Learning Academy* is to provide the unique, innovative teaching model of Project CHILD to help achieve a high degree of academic success while developing problem solving skills, independent learners, and future leaders in all our students.

**Vision:** *Leadership Learning Academy* will use the innovative and unique model of Project CHILD to challenge our students to be confident and independent learners. Our students will learn to inspire others, achieve high academic success, and become personally accountable for themselves and their education; thus helping to lead our future.

## Minutes

### 2020-2021 Board Priorities

Literacy Goals (*Umbrella Goals*)

School Wide Reading Plan

(DEAR – “Drop Everything and Read”)

Increase Attendance Across the LEA (93%)

Teacher Retention – 90% of eligible employees

### 5:44 PM CALL TO ORDER

- Welcome by Chuma Uzoh
- Board Mission – Jimmy
- School Mission – Terry
- School Vision – David

**There was no PUBLIC COMMENT.**

### REPORTS

#### ➤ Lead Director

- State of the School – Heidi Bauerle
  - ✓ Review of BOY and MOY Acadience data per campus. This is great data to help us figure out how we are going to catch these kids up.
  - ✓ There isn't a program to use for writing so we have created our own writing assessment. We are seeing a 2% growth across both campuses.

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- ✓ We use GoMath assessment. We give the same test BOY, MOY and EOY. Layton is at a 15% growth and Ogden is at a 11% growth
- ✓ We are required to give end of level assessments this year (3<sup>rd</sup> – 6<sup>th</sup> grades) but we're not going to be held accountable for them. The state would like us to use this data to figure out how to catch kids up.
- ✓ There was a discussion on the fact that there were students in hybrid, in person and online for the BOY testing and only in person and online for the MOY testing. The school is also using a new language arts curriculum (which is also written by the Acadiane group).
- ✓ Data meetings are being held with the teachers by the intervention team. Teachers are going through every student and identifying not only that they are "at risk" but also discussing the skills that they are missing. They are doing progress monitoring and targeting those skills in those teacher groups.
- ✓ Lottery update. The following students have committed, registered and brought in their documents.
  - ★ Ogden current is 391 (set goal of 415)
  - ★ Layton current is 510 (set goal of 550)
- ✓ One year since school closure celebration. There's nothing you can't do bracelets were given out to the staff and Heidi gave them to the board.
- ✓ Governor stipend bonuses will be sent out to most employees this week. Some employees weren't eligible but we had unrestricted funds available that were able to give them bonuses through green sheets.
- ✓ COVID Update
  - ★ April 10<sup>th</sup> mask mandate will be lifted but we will still require masks for teachers and students
- ✓ Layton Update
  - ★ Last week the Fun Run raised \$18,971. This is the most we have ever raised. Here are some fun facts about the participation.
    - ⌘ We had people donate from 39 different states
    - ⌘ We had people donate from 3 separate countries
    - ⌘ We have collected 99.5% of the funds
    - ⌘ We had 68% of non-parent donations
 Some money will be donated to the walking track and the PTO will be giving us some PE and recess equipment.
  - ★ Last year our behavior specialist had 32 referrals and this year we are down to 11.
  - ★ Our counselor met with 57 students last year. This year she has already visited with 65.
  - ★ These are students who are receiving school counseling services. She is also running several small groups which include social skills, divorce groups, and grief groups. She has also purchased new curriculum for managing stress and worries and a new one in social skills for our upper elementary (4-6).
  - ★ Pilot Pantry is replenished through food drives
- ✓ Ogden Update



- ★ Celebrated 7 students winning principal awards (gold star flyer 5 times or more)
  - ★ Survived a year of COVID
  - ★ SpEd education improvement plan received a score of 1 from the state (which is the lowest risk possible)
  - ★ No data for the behavior specialist
  - ★ Our counselor met with 57 students last year. This year she has already visited with 73.
  - ★ Our counselor is running our Pilot Pantry in Ogden. Our packs food are still being donated from Catholic Community Services. We are averaging about 76 packs a month to students.
  - ✓ We are piloting the Acadience remediation reading program with 1<sup>st</sup> grade cluster in Layton. Our students on track to meet their growth goals by specific skills are the following:
    - ★ Nonsense word fluency (correct letter sounds) is 70% students on track to meet that goal
    - ★ Nonsense word fluency whole words read (read the whole word by blending the sound) is 64% students on track to meet that goal
    - ★ Fluency goal (reading words per minute) 51% students on track to meet that goal
    - ★ Accuracy goal (reading words correctly) 72% students on track to meet that goal
- The state's expectation of growth is 60%. Our goal is to roll this out next year.
- ✓ Survey sent out to all teachers to determine our essential elements of Project CHILD. More information to come.

#### ➤ **Board of Directors**

- Financial Review – Jimmy Sunlight met with Cole and reviewed the financials. Jimmy reviewed the statement of financial position which looks very good. Ended last year with \$1.9 million and we are currently sitting at \$3.1 million. We still need to do a cash analysis which we will probably move some money to the PTIF account. Cole reviewed the governor's stipend and how that was distributed. Chuma asked how much of the money is for CARES. Cole stated that we are anticipating one last round of federal funding but currently just under \$4 million. Cole reviewed the statement of activities as of February 28<sup>th</sup>. He pointed out the areas of the budget that looked high but not a concern.
- Review Board Calendar – Chuma Uzoh reviewed the board calendar and made some updates.
- Action Items – Chuma Uzoh reviewed the action items.

#### **CONSENT ITEMS**

- January 11, 2021 Board Meeting Minutes – There was no further discussion. **David Gray made a motion to approve the consent items. Terry Capener seconded the motion. The votes were as follows:**

**Chuma Uzoh – Aye**  
**Terry Capener – Aye**

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**Deb Hansen – Aye**  
**David Gray – Aye**  
**Jimmy Sunlight did not vote. Motion passed with a majority vote.**

**BUSINESS ITEMS (To Be Voted On)**

- *Discuss and Vote to Award IFB and Agreement* – Heidi Bauerle stated that they are going to put an asphalt track around both campuses. We posted an “invitation for bid” to excavate and construct the path for both campuses. We had two companies send in bids and per procurement code, we must award the project to Skinner because they are the lowest bid. A notice of award will be sent out to both companies. There was a discussion on if there would be a bond issue for putting in the track. **Terry Capener made a motion to award the contract on the Invitation for Bids for Excavator to Skinner Excavating, Inc. and have the Lead Director work with AW and Skinner Excavating, Inc. to create and sign an agreement on behalf of the school. Jimmy Sunlight seconded the motion.**

**The votes were as follows:**

**Chuma Uzoh – Aye**  
**Terry Capener – Aye**  
**Deb Hansen – Aye**  
**Jimmy Sunlight – Aye**  
**David Gray – Aye**

**Motion passed unanimously.**

- *Discuss and Vote on 2021-2022 SLT Plan for Layton & Ogden Campuses* – Heidi Bauerle stated that both the Layton and Ogden campuses have the same identical plan. The plan didn’t change from last year. The money will be dedicated to salaries or portions of salaries for three reading interventionists and one instructional reading coach. Both campuses had committee meetings last week and they had parents attend. Any additional funds received will go to salaries. The state SLT website is still not open yet. **Jimmy Sunlight made a motion to approve the 2021-2022 School LAND Trust Plans for the Layton and Ogden Campuses. Deb Hansen seconded the motion. The votes were as follows:**

**Chuma Uzoh – Aye**  
**Terry Capener – Aye**  
**Deb Hansen – Aye**  
**Jimmy Sunlight – Aye**  
**David Gray – Aye**

**Motion passed unanimously.**

- *Discuss and Vote on Helpside Agreement* – Brandon Fairbanks stated that LLA currently has an agreement with Helpside as their PPO. The five years is up and per procurement, you must renew their PPO agreement. Heidi stated that the school has been very happy with Helpside and would like to stay with them. Every couple of years, AW does a rate comparison. A rate comparison sheet provided in the packet. **David Gray made a motion to approve the Professional Employer Agreement between the school and Helpside and authorize the Board President to sign the agreement on behalf of the school. Terry Capener seconded the motion. The votes were as follows:**

**Chuma Uzoh – Aye**  
**Terry Capener – Aye**  
**Deb Hansen – Aye**

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**Jimmy Sunlight – Aye**

**David Gray – Aye**

**Motion passed unanimously.**

- Discuss and Vote on LEA-Specific Educator License for Ayla Witt – Heidi Bauerle stated that this is for a new employee in Ogden that has replaced a teacher. Ayla Witt has been a long term sub and will be taking over the class. Deb stated that she is a NUAMES alumni. **Deb Hansen made a motion to approve the request for an LEA-specific educator license for Ayla Witt in the area of elementary education for a period of three years. Jimmy Sunlight seconded the motion. The votes were as follows:**

**Chuma Uzoh – Aye**

**Terry Capener – Aye**

**Deb Hansen – Aye**

**Jimmy Sunlight – Aye**

**David Gray – Aye**

**Motion passed unanimously.**

- Discuss and Vote on Exhibit A – Heidi Bauerle stated that they have been working on Exhibit A. It was submitted and brought back since there were different goals for each campus and they wanted it to be the same. It was resubmitted and approved. Brandon stated that this is an exhibit to the charter agreement. Our main goal at each campus is to be the same or better than the five closest surrounding school in state assessments. There is also a disclaimer regarding Project CHILD. **Terry Capener made a motion to approve the Exhibit A to the Charter Agreement. Jimmy Sunlight seconded the motion. The votes were as follows:**

**Chuma Uzoh – Aye**

**Terry Capener – Aye**

**Deb Hansen – Aye**

**Jimmy Sunlight – Aye**

**David Gray – Aye**

**Motion passed unanimously.**

## **OTHER BUSINESS ITEMS**

- Calendaring Items – ALL
- Next Pre-Board Meeting – April 26<sup>th</sup>
  - Next Board Meeting – Reschedule to May 11<sup>th</sup> (*Strategic Planning*)
  - 2021 NCSC Virtual June 20-23
- Audit Committee Training – Dawn will be sending an email with the information.

**6:48 PM – Jimmy Sunlight made a motion CLOSED SESSION to discuss an individual's character, professional competence, or physical or mental health pursuant to Utah Code 52-4-205(1)(a) [Library]. David Gray seconded the motion. The votes were as follows:**

**Chuma Uzoh – Aye**

**David Gray – Aye**

**Terry Capener – Aye**

**Jimmy Sunlight – Aye**

**Deb Hansen – Aye**

**Motion passed unanimously.**

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

**6:54 PM – Terry Capener made a motion to exit the CLOSED SESSION and ADJOURN.  
David Gray seconded the motion. The votes were as follows:**

**Chuma Uzoh – Aye**

**David Gray – Aye**

**Deb Hansen – Aye**

**Terry Capener – Aye**

**Jimmy Sunlight – Aye**

**Motion passed unanimously.**

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# Leadership Learning Academy Closed Board Meeting Affidavit Monday, March 15, 2021

**Place:** Layton Campus, 100 W 2675 N, Layton, UT 84041



**In Attendance:** Chuma Uzoh, David Gray, Terry Capener, Jimmy Sunlight, Deb Hansen (via phone)

**Others in Attendance:** Heidi Bauerle, Cole Arnold, Dawn Kawaguchi, Brandon Fairbanks

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## Affidavit

Affidavit from Chuma Uzoh that this closed session was called to discuss an individual's character, professional competence, or physical or mental health pursuant to Utah Code 52-4-205(I) (a).

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*Chuma Uzoh – LLA Board President*

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*Date*

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

## LLA Board of Director's Meeting Tuesday, May 18, 2021

### **Consent Item:** *Amended 2021-2022 School Calendars*

#### **Issue**

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The Board must approve the annual school calendar that meets the state requirements of 180 days and 990 hours of instruction. (A school day must have a minimum of 4 instructional hours.)

#### **Background**

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In an attempt to have cross campus professional development days, changes to the calendar were needed. We also needed (5) days of training for teachers at the beginning of the year for the Layton Campus.

##### **LAYTON**

- August 16 was changed from a Comp Day to a Legislative Day
- September 7<sup>th</sup> is now a Comp Day

##### **OGDEN**

- February 22 was changed from a Comp Day to a Legislative Day with September 7<sup>th</sup>

Both calendars meet the required (180) days and are well over the required (990) hours. We have (1) teacher comp day for Layton and Ogden to use as a buffer in case we have any “snow days”.

#### **Recommendation**

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It is recommended that the Board approve the 2021-2022 school calendar for both the Layton and Ogden Campuses.



**Half-Day Kindergarten**  
Mon – Thurs: 8:30 AM to 11:30 AM  
12:00 PM to 3:00 PM  
Fri: 8:30 AM to 10:30 AM  
11:30 PM to 1:30 PM  
**Grades 1-6**  
Mon – Thurs: 8:30 AM to 3:00 PM  
Fri: 8:30 AM to 1:30 PM

## 100 W. 2675 N. • Layton, UT 84041 • (801) 593-9552

Board Approved: 12-14-20

LLA Board Meeting Packet 5-18-21

**\*\*OGDEN\*\***



**Ogden Campus**  
**Grades K-6**  
 Mon – Thurs: 8:30 AM to 3:00 PM  
 Fri: 8:30 AM to 1:30 PM

YEAR AT A GLANCE											
August 4 - 9	No School	Quality Teaching Day	August 10	No School	Professional Learning Day (Legislative Day)	August 11	Semester Starts	First Day of School 1- 6 (Early Out)	August 11 - 13	Early Release	Early Out Day
August 11 - 13	No Kinder Classes	Kind Assessment Week (By Appointment)	August 16	Kindergarten - 1st Day	Kindergarten First Day of Attendance	September 6	No School	Labor Day	September 7	No School	Teacher Comp Day
October 13	Early Release	Early Out Day	October 14 - 15	No School	Fall Recess	October 18 - 22	Early Release	Parent Teacher Conference	November 1	No School	Professional Learning Day (Legislative Day)
November 22	No School	Teacher Comp Day	November 23 - 26	No School	Thanksgiving Recess	December 20 - 31	No School	Winter Recess	January 3	Semester Starts	2nd Semester
January 17	No School	Martin Luther King Jr. Day	January 18	No School	Professional Learning Day (Legislative Day)	February 14 - 18	Early Release	Parent Teacher Conference	February 21	No School	Washington and Lincoln Day
February 22	No School	Professional Learning Day (Legislative Day)	April 4 - 8	No School	Spring Break	May 2 - 6	Early Release	Parent Teacher Conference	May 20	Semester Ends	Last Day of School (Early Out)



## LLA 2021-2022 SY Count - LAYTON

Month	Student Days Per Month	Full Days	Early Release Days	Teacher Comp Days	Legislative PD Days	Teacher Work Days	Teacher Days Per Month
August	12	6	5		1	4	16
September	21	16	4	1			21
October	19	10	9				19
November	18	13	3	1	1		18
December	13	10	3				13
January	20	15	4		1		20
February	19	13	5		1		19
March	23	16	7				23
April	16	12	4				16
May	19	11	8				19
June	0						0
<b>Total Days</b>	180	122	52	2	4	4	184
<b>Total Hours</b>	1030.67	752.33	242.67	11.00	24.67	N/A	N/A

Start	Full Days	Early Release Days
8:30 AM		8:30 AM
3:00 PM		1:30 PM
<i>Elapsed Time</i>	390.00	300.00
<i>Passing Time</i>	0	0
<i>Lunch</i>	20	20
<b>Total min</b>	<b>370.00</b>	<b>280.00</b>

  

EMPLOYEE AGREEMENT INFORMATION		
Teacher Start Date:	10-Aug	
Teacher End Date:	26-May	
Total Teacher Work Days:	184	
2020-2021 Teacher Days:	184	
Teacher Work Days Difference:	0	

## LLA 2021-2022 SY Count - OGDEN

Month	Student Days Per Month	Full Days	Early Release Days	Teacher Comp Days	Legislative PD Days	Teacher Work Days	Teacher Days Per Month
August	16	10	5		1	4	20
September	21	16	4	1			21
October	19	10	9				19
November	18	13	3	1	1		18
December	13	10	3				13
January	20	15	4		1		20
February	19	10	8		1		19
March	23	19	4				23
April	16	12	4				16
May	15	8	7				15
June	0						0
<b>Total Days</b>	180	123	51	2	4	4	184
<b>Total Hours</b>	1032.17	758.50	238.00	11.00	24.67	N/A	N/A

Start	Full Days	Early Release Days
8:30 AM		8:30 AM
3:00 PM		1:30 PM
<i>Elapsed Time</i>	390.00	300.00
<i>Passing Time</i>	0	0
<i>Lunch</i>	20	20
<b>Total min</b>	<b>370.00</b>	<b>280.00</b>

  

EMPLOYEE AGREEMENT INFORMATION		
Teacher Start Date:	4-Aug	
Teacher End Date:	20-May	
Total Teacher Work Days:	184	
2020-2021 Teacher Days:	185	
Teacher Work Days Difference:	-1	

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

## LLA Board of Director's Meeting Tuesday, June 18, 2021

### Action Item: 2021-2022 TSSA Plans

#### Issue:

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Teacher and Student Success Act (TSSA) was established by SB 149 in the 2019 legislative session. The board has established and adopted a Student Success Framework. The administration must create a Teacher and Student Success Plan for each campus annually, which must be approved by the board.

#### Background:

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In 2019, the Utah State Legislature passed the TSSA as SB 149.

Under the TSSA, LEA governing boards must establish a student success framework to provide guidelines and processes for the school to follow in developing a teacher and student success plan. The framework was submitted to the USBE last year.

Principals of schools must develop the school's teacher and student success plan in accordance with the board's framework by integrating school-specific goals and criteria for improving the school's performance within the state accountability system.

In creating the plan, the principal must solicit input on the plan from the charter trust land council, educators in the school, parents of students at the school, and other administrators. The principal may solicit input from students, other support professionals, or other community stakeholders.

The board must annually review the plan and approve or disapprove it in a regularly scheduled board meeting. The board is to use best efforts to help complete this process on or before June 30 each year.

#### Recommendation:

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It is recommended that the board approve the 2021-2022 Teacher and Student Success Act (TSSA) Plans for both the Layton and Ogden campuses.

## **Leadership Learning Academy Teacher and Student Success Plan School Year: 2021-2022**

**School:** Leadership Learning Academy-Layton

**Date Board Student Success Framework Approved:** June 10, 2019

**Date Teacher and Student Success Plan Approved:** May 11, 2021

**General Information** – In accordance with the Student Success Framework approved by the Board, the school's administration has created a Teacher and Student Success Plan designed to improve the school's performance under the state's accountability system (SBE staff have indicated that this means achieving at least a 1% increase from the previous year's overall score). The Plan's goals align with the goals shown on the Early Literacy Plan. The Plan was submitted to the school's Board for approval. The Board will annually review the Plan submitted and use its best efforts to complete the approval process by June 30 each year.

### **Goal based on School Needs**

1. Students in 3<sup>rd</sup> grade at LLA-Layton will maintain their Acadience reading assessment BOY to EOY composite score in June 2021.

### **Measurement**

1. Goal 1 as measured by end of year Acadience reading assessment 2021.

### **Action Steps**

- Administration will provide teachers and/or staff with professional learning opportunities to implement Acadience reading assessment and progress monitoring
- Teachers will use data to create instructional opportunities for students.
- Students will take Acadience assessments 3x a year.

### **Budget**

5% of the TSSA fund will be used for professional learning activities.

75% of the TSSA funds will be used for augmentation of existing programs (salaries for teaching assistants for interventions)

20% of the TSSA funds will be used for salaries

NOTES for the Board of Directors: According to statute, administration needs to annually submit to the LEA Board a description of (1) budgeted and actual expenditures of the Plan, (2) how the expenditures relate to the school's Plan, and (3) how the school measures the success of the school's participation in the program. The above sample plan fulfills these requirements.

The school must post on its website (a) the approved Plan, (b) a description of the school's allocation budgeted and actual expenditures, (c) a summary of how the expenditures help the school accomplish the plan, and (d) the school's current level of performance.

## **Leadership Learning Academy Teacher and Student Success Plan School Year: 2021 – 2022**

**School:** Leadership Learning Academy-Ogden

**Date Board Student Success Framework Approved:** June 10, 2019

**Date Teacher and Student Success Plan Approved:** May 11, 2021

**General Information** – In accordance with the Student Success Framework approved by the Board, the school's administration has created a Teacher and Student Success Plan designed to improve the school's performance under the state's accountability system (SBE staff have indicated that this means achieving at least a 1% increase from the previous year's overall score). The Plan's goals align with the goals shown on the Early Literacy Plan. The Plan was submitted to the school's Board for approval. The Board will annually review the Plan submitted and use its best efforts to complete the approval process by June 30 each year.

### **Goal based on School Needs**

2. Students in 3<sup>rd</sup> grade at LLA-Ogden will maintain their Acadience reading assessment BOY to EOY composite score in June 2021.

### **Measurement**

2. Goal 1 as measured by end of year Acadience reading assessment 2021.

### **Action Steps**

- Administration will provide teachers and/or staff with professional learning opportunities to implement Acadience reading assessment and progress monitoring
- Teachers will use data to create instructional opportunities for students.
- Students will take Acadience reading assessments 3x a year.

### **Budget**

5% of the TSSA fund will be used for professional learning activities.

75% of the TSSA funds will be used for augmentation of existing programs (salaries for teaching assistants for interventions)

20% of the TSSA funds will be used for salaries

NOTES for the Board of Directors: According to statute, administration needs to annually submit to the LEA Board a description of (1) budgeted and actual expenditures of the Plan, (2) how the expenditures relate to the school's Plan, and (3) how the school measures the success of the school's participation in the program. The above sample plan fulfills these requirements.

The school must post on its website (a) the approved Plan, (b) a description of the school's allocation budgeted and actual expenditures, (c) a summary of how the expenditures help the school accomplish the plan, and (d) the school's current level of performance.

## LLA Board of Directors' Meeting Tuesday, May 18, 2021

### **Action Item:** *Targeted Support and Improvement Identification (TSI)*

#### **Issue:**

---

Every Student Succeeds Act (ESSA) requires states to identify any public schools with one or more underperforming student groups for Targeted Support and Improvement (TSI).

#### **Background:**

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Leadership Learning Academy was identified as having students in the demographic groups of English Language Learners (ELL) who are underperforming at the Layton Campus. The school is required to develop a TSI plan for those students in this group who are identified as underperforming academically and have the plan approved by the local board.

USBE does not provide funding or oversight for Targeted Improvement Schools; however, they do require a plan for school improvement for the targeted demographic. The plan must be approved by the local Board.

#### **Recommendation:**

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It is recommended that the board approve the Targeted Support and Improvement Plan (TSI) for 2021-2022.

## Leadership Learning Academy – Layton TSI Plan 21-22

**GOAL and MEASUREMENT:** English Language Learners (ELL) at the Leadership Learning Academy – Layton campus will make adequate growth based on the state’s Adequate Progress Targets as shown below and as measured by the WIDA ACCESS assessment.

Grades 1 – 3

		Time in EL Program					
Initial ELP Level		1	2	3	4	5	6
	1.0-1.9	+1.4	+1.0	+0.7	+0.6	+0.3	+0.1
	2.0-2.9	+1.2	+0.7	+0.6	+0.3	+0.2	+0.1
	3.0-3.9	+0.8	+0.6	+0.5	+0.3	+0.1	+0.1
	4.0-4.9	+0.6	+0.5	+0.3	+0.2	+0.1	+0.1

Grades 4 – 6

		Time in EL Program					
Initial ELP Level		1	2	3	4	5	6
	1.0-1.9	+1.0	+1.2	+0.8	+0.6	+0.4	+0.2
	2.0-2.9	+1.0	+0.8	+0.6	+0.4	+0.3	+0.1
	3.0-3.9	+0.8	+0.6	+0.3	+0.2	+0.1	+0.1
	4.0-4.9	+0.6	+0.3	+0.2	+0.1	+0.1	+0.1

### ACTION STEPS:

1. Administration will provide training opportunities for ELL specialists regarding best practices in ELL instruction.
2. Individuals identified as ELL specialists will provide students identified as ELL with appropriate activities in reading, writing and oral language in order to increase the student’s proficiency with the English language.
3. Students identified as ELL will participate in activities designed to increase their English language proficiency in reading, writing and oral language.
4. Students identified as ELL will take the WIDA ACCESS test annually.

## LLA Board of Director's Meeting Tuesday, May 18, 2021

### Action Item: *Technology 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:**

---

The following are the technology that we will need to run the school next year. We will be replacing teacher/admin iPads for both campuses, student Chromebooks for both campuses, an iPad cart for each campus. The teacher/admin iPads and the (117) Chromebooks (1:1 for all 6<sup>th</sup> graders) will be purchased as soon as possible. The rest of the items will be purchase after July 1, 2021.

#### **Recommendation:**

---

It is recommended that the Board approve the technology purchase not to exceed \$200,000.



1103 N 1600 W  
LAYTON, UTAH 84041  
801.758.7300  
accounting@etscorp.com

## PROJECT QUOTE

DATE	QUOTE #
4/7/2021	EM-0922

PROJECT DESCRIPTION
Teacher/Admin iPads - Layton

EXPIRATION DATE
30 days from receipt

LOCATION	PO #
Primary Location	

PROJECT MANAGER
Jewkes, Kelly D.

ISSUED TO
Leadership Learning Academy 290 N Flint St Kaysville UT 84037

DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
10.2-inch iPad Wi-Fi 32GB - Space Gray	12	299.00	3,588.00
iPad 10.2-inch Screen Protectors	12	35.00	420.00
Setup & Configuration of iPads	12	65.00	780.00

### CUSTOMER ACCEPTANCE & DEPOSIT

Please sign and, unless other arrangements have been made, provide a 50% deposit.

SUBTOTAL	4,788.00
SALES TAX	0.00
QUOTE TOTAL	4,788.00

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

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





1103 N 1600 W  
LAYTON, UTAH 84041  
801.758.7300  
accounting@etscorp.com

## PROJECT QUOTE

DATE	QUOTE #
4/7/2021	EM-0923

PROJECT DESCRIPTION
117 Chromebooks

EXPIRATION DATE
30 days from receipt

LOCATION	PO #
Primary Location	60139

PROJECT MANAGER
Jewkes, Kelly D.

ISSUED TO
Leadership Learning Academy 290 N Flint St Kaysville UT 84037

DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
Chromebook (Non Touch) - 4GB Memory - 16GB Storage - 11.6" HD display - Camera/Mic - 3-Cell Battery - 1 Year Warranty	117	232.00	27,144.00
Chromebook Management Console Fee	117	38.00	4,446.00
Labor to setup mobile lab with Google Chromebooks. This includes time to customize and configure Google's Management console, Chrome OS settings, as well as setup and configuration of the laptop cart. Also includes configuration for Chromebook to function with desired applications, where possible. (This is estimated as hourly)	117	65.00	7,605.00
GoGuardian - Suite Starter (Promotional Price) - Admin - Teacher - Beacon	117	15.47	1,809.99

### CUSTOMER ACCEPTANCE & DEPOSIT

Please sign and, unless other arrangements have been made, provide a 50% deposit.

SUBTOTAL	41,004.99
SALES TAX	0.00
QUOTE TOTAL	41,004.99

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

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



1103 N 1600 W  
LAYTON, UTAH 84041  
801.758.7300  
accounting@etscorp.com

## PROJECT QUOTE

DATE	QUOTE #
4/12/2021	EM-0939
PROJECT DESCRIPTION	
90 Chromebooks - Layton	
EXPIRATION DATE	
30 days from receipt	
LOCATION	PO #
Primary Location	60139
PROJECT MANAGER	
Jewkes, Kelly D.	

ISSUED TO
Leadership Learning Academy 290 N Flint St Kaysville UT 84037

DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
Chromebook (Non Touch) - 4GB Memory - 16GB Storage - 11.6" HD display - Camera/Mic - 3-Cell Battery - 1 Year Warranty	90	232.00	20,880.00
Chromebook Management Console Fee	90	38.00	3,420.00
Labor to setup mobile lab with Google Chromebooks. This includes time to customize and configure Google's Management console, Chrome OS settings, as well as setup and configuration of the laptop cart. Also includes configuration for Chromebook to function with desired applications, where possible. (This is estimated as hourly)	90	65.00	5,850.00
GoGuardian - Suite Starter (Promotional Price) - Admin - Teacher - Beacon	90	15.47	1,392.30
Joey Cart-30	3	1,047.00	3,141.00

### CUSTOMER ACCEPTANCE & DEPOSIT

Please sign and, unless other arrangements have been made, provide a 50% deposit.

<b>SUBTOTAL</b>	34,683.30
<b>SALES TAX</b>	0.00
<b>QUOTE TOTAL</b>	<b>34,683.30</b>

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

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



1103 N 1600 W  
LAYTON, UTAH 84041  
801.758.7300  
accounting@etscorp.com

## PROJECT QUOTE

DATE	QUOTE #
4/12/2021	EM-0940
PROJECT DESCRIPTION	
60 Chromebooks - Ogden	
EXPIRATION DATE	
30 days from receipt	
LOCATION	PO #
Primary Location	60139
PROJECT MANAGER	
Jewkes, Kelly D.	

ISSUED TO
Leadership Learning Academy 290 N Flint St Kaysville UT 84037

DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
Chromebook (Non Touch) - 4GB Memory - 16GB Storage - 11.6" HD display - Camera/Mic - 3-Cell Battery - 1 Year Warranty	60	232.00	13,920.00
Chromebook Management Console Fee	60	38.00	2,280.00
Labor to setup mobile lab with Google Chromebooks. This includes time to customize and configure Google's Management console, Chrome OS settings, as well as setup and configuration of the laptop cart. Also includes configuration for Chromebook to function with desired applications, where possible. (This is estimated as hourly)	60	65.00	3,900.00
GoGuardian - Suite Starter (Promotional Price) - Admin - Teacher - Beacon	60	15.47	928.20
Joey Cart-30	2	1,047.00	2,094.00

### CUSTOMER ACCEPTANCE & DEPOSIT

Please sign and, unless other arrangements have been made, provide a 50% deposit.

<b>SUBTOTAL</b>	23,122.20
<b>SALES TAX</b>	0.00
<b>QUOTE TOTAL</b>	<b>23,122.20</b>

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

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



1103 N 1600 W  
LAYTON, UTAH 84041  
801.758.7300  
accounting@etscorp.com

## PROJECT QUOTE

DATE	QUOTE #
4/12/2021	EM-0941
PROJECT DESCRIPTION	
iPad Lab w/Cart - Layton	
EXPIRATION DATE	
30 days from receipt	
LOCATION	PO #
Primary Location	
PROJECT MANAGER	
Jewkes, Kelly D.	

### ISSUED TO

Leadership Learning Academy  
290 N Flint St  
Kaysville UT 84037

DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
10.2-inch iPad Wi-Fi 32GB - Space Gray	90	299.00	26,910.00
iPad 10.2-inch Screen Protectors	90	35.00	3,150.00
iPad 10.2-inch Foam Case	90	18.00	1,620.00
Setup & Configuration of iPads	90	65.00	5,850.00
LocknCharge Joey 30 Cart	3	1,057.00	3,171.00
- Charges			
- Secures			
- Stores			
- Transports			
- Up To 30 Devices			
Mosyle	0	0.00	0.00
- Will need to be purchased and ordered via the schools card for \$5.50 per device, per year			

### CUSTOMER ACCEPTANCE & DEPOSIT

Please sign and, unless other arrangements have been made, provide a 50% deposit.

SUBTOTAL	40,701.00
SALES TAX	0.00
QUOTE TOTAL	40,701.00

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

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



1103 N 1600 W  
LAYTON, UTAH 84041  
801.758.7300  
accounting@etscorp.com

## PROJECT QUOTE

DATE	QUOTE #
4/13/2021	EM-0942
PROJECT DESCRIPTION	
iPad Lab w/Cart - Ogden	
EXPIRATION DATE	
30 days from receipt	
LOCATION	PO #
Primary Location	
PROJECT MANAGER	
Jewkes, Kelly D.	

ISSUED TO
Leadership Learning Academy 290 N Flint St Kaysville UT 84037

DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
10.2-inch iPad Wi-Fi 32GB - Space Gray	90	299.00	26,910.00
iPad 10.2-inch Screen Protectors	90	35.00	3,150.00
iPad 10.2-inch Foam Cases	90	18.00	1,620.00
Setup & Configuration of iPads	90	65.00	5,850.00
LocknCharge Joey 30 Cart	3	1,057.00	3,171.00
- Charges			
- Secures			
- Stores			
- Transports			
- Up To 30 Devices			
Mosyle	0	0.00	0.00
- Will need to be purchased and ordered via the schools card for \$5.50 per device, per year			

### CUSTOMER ACCEPTANCE & DEPOSIT

Please sign and, unless other arrangements have been made, provide a 50% deposit.

SUBTOTAL	40,701.00
SALES TAX	0.00
QUOTE TOTAL	40,701.00

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

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



1103 N 1600 W  
LAYTON, UTAH 84041  
801.758.7300  
accounting@etscorp.com

## PROJECT QUOTE

DATE	QUOTE #
4/13/2021	EM-0943

PROJECT DESCRIPTION
Teacher/Admin iPads - Ogden

EXPIRATION DATE
30 days from receipt

LOCATION	PO #
Primary Location	

PROJECT MANAGER
Jewkes, Kelly D.

ISSUED TO
Leadership Learning Academy 290 N Flint St Kaysville UT 84037

DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
10.2-inch iPad Wi-Fi 32GB - Space Gray	14	299.00	4,186.00
iPad 10.2-inch Screen Protectors	14	35.00	490.00
Setup & Configuration of iPads	14	65.00	910.00

### CUSTOMER ACCEPTANCE & DEPOSIT

Please sign and, unless other arrangements have been made, provide a 50% deposit.

SUBTOTAL	5,586.00
SALES TAX	0.00
QUOTE TOTAL	5,586.00

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

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

## LLA Board of Director's Meeting Tuesday, May 18, 2021

### **Action Item:** *CKLA/ELA Curriculum Renewal & Materials*

#### **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:**

---

This school year, we purchased a new language arts curriculum schoolwide by Amplify. It has proven to be a great curriculum so we will continue using it. This is an online curriculum subscription that also has supplemental consumables that consists of student activity books, language studio and teacher kits for grades K-5 (CKLA). The CKLA subscription is for one year (Layton Campus \$24,565.68 and Ogden Campus \$23,227.56). The ELA (6<sup>th</sup> grade) subscription also includes consumables and teacher professional development. However, we can choose a 1-year subscription (\$9,078.45), 5-year subscription (\$18,519.70) or 8-year subscription (\$23,488.45).

Because we have the funds, we will be purchasing this curriculum in the spring so we can ensure that we have the consumables in time for the new school year. As a reminder, these consumables are shipped and therefore we are charged a large amount for shipping.

#### **Recommendation:**

---

It is recommended that the Board approve the Amplify CKLA/ELA purchase not to exceed \$75,000.



## Price Quote

### Amplify

55 Washington Street, Suite 800  
Brooklyn, NY 11201  
**Phone:** (800) 823-1969  
**Fax:** (646) 403-4700

**Quote #:** Q-65413-1  
**Date:** 4/9/2021  
**Expires On:** 5/9/2021

### Customer Contact Information

Sherri Rhees  
Leadership Learning Academies  
(801) 593-9552  
srhees@llacharter.org

### Amplify Contact Information

Bob McCarty  
Senior Account Executive  
(435) 655-1731  
rmccarty@amplify.com

Layton Campus

### Activity Books

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Edition GK Skills & Knowledge Activity Books, All Units and Domains (25 of each)	3.00	\$950.00	\$2,850.00
CKLA 2nd Edition GK Skills & Knowledge ABs, All Units/Domains (1 of each)	10.00	\$43.00	\$430.00
CKLA 2nd Edition G1 Skills & Knowledge Activity Books, All Units and Domains (25 of each)	3.00	\$950.00	\$2,850.00
CKLA 2nd Edition G1 Skills & Knowledge ABs, All Units/Domains (1 of each)	15.00	\$43.00	\$645.00
CKLA 2nd Edition G2 Skills & Knowledge Activity Books, All Units and Domains (25 of each)	3.00	\$950.00	\$2,850.00
CKLA 2nd Edition G2 Skills & Knowledge ABs, All Units/Domains (1 of each)	15.00	\$43.00	\$645.00
CKLA 2nd Edition G3 Activity Books, All Units (25 of each)	4.00	\$950.00	\$3,800.00
CKLA 2nd Edition G4 Activity Books, All Units (25 of each)	3.00	\$950.00	\$2,850.00
CKLA 2nd Edition G4 Activity Books, All Units (1 of each)	15.00	\$43.00	\$645.00
CKLA 2nd Edition G5 Activity Books, All Units (25 of each)	2.00	\$950.00	\$1,900.00
CKLA 2nd Edition G5 Activity Books, All Units (1 of each)	15.00	\$43.00	\$645.00
<b>TOTAL</b>			<b>\$20,110.00</b>

### Language Studio

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
CA CKLA Grade 3 Language Studio Complete Kit	1.00	\$399.00	\$399.00
CA CKLA Grade 4 Language Studio Complete Kit	1.00	\$499.00	\$499.00



PRODUCT	QUANTITY	PRICE	TOTAL PRICE
CA CKLA Grade 5 Language Studio Complete Kit	1.00	\$499.00	\$499.00
<b>TOTAL</b>			<b>\$1,397.00</b>

#### Shipping and Handling

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	\$1,720.56	\$1,720.56

#### GRAND TOTAL

\$23,227.56

### Scope and Duration

#### Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

#### License and Services Term:

- Licenses: 07/01/2021 until 06/30/2022.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

#### Special Terms:

- **FOR SHIPPED MATERIALS:**
  - Expedited shipping is available at extra charge.
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

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Amplify would like to process your order as quickly as possible. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

#### Please include these three documents with your order:

- Authorized purchase order, check or [credit card authorization form](#)
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

#### If submitting a purchase order:

To expedite your order, please email a purchase order to [IncomingPO@amplify.com](mailto:IncomingPO@amplify.com) or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

**If submitting your order via credit card authorization form:**

- Amplify accepts Visa and MasterCard payments.
- Please email all documents to [Accountsreceivable@amplify.com](mailto:Accountsreceivable@amplify.com) or fax them to (347)-662-2402
- **Please do not mail credit card authorization forms.**

**If submitting your order via sending a check:**

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via fax or email.

**This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at [amplify.com/customer-terms](http://amplify.com/customer-terms). Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.**

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1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").

2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.

3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set

forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE

ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

**We are delighted to work with you and we thank you for your order!**





## Price Quote

### Amplify

55 Washington Street, Suite 800  
Brooklyn, NY 11201  
**Phone:** (800) 823-1969  
**Fax:** (646) 403-4700

**Quote #:** Q-65419-1  
**Date:** 4/9/2021  
**Expires On:** 5/9/2021

### Customer Contact Information

Aimee Abercrombie  
Leadership Learning Academies  
801-784-5170  
aabercrombie@llacharter.org

### Amplify Contact Information

Bob McCarty  
Senior Account Executive  
(435) 655-1731  
rmccarty@amplify.com

Layton Campus

### Activity Books

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Edition GK Skills & Knowledge Activity Books, All Units and Domains (25 of each)	3.00	\$950.00	\$2,850.00
CKLA 2nd Edition GK Skills & Knowledge ABs, All Units/Domains (1 of each)	5.00	\$43.00	\$215.00
CKLA 2nd Edition G1 Skills & Knowledge Activity Books, All Units and Domains (25 of each)	3.00	\$950.00	\$2,850.00
CKLA 2nd Edition G1 Skills & Knowledge ABs, All Units/Domains (1 of each)	15.00	\$43.00	\$645.00
CKLA 2nd Edition G2 Skills & Knowledge Activity Books, All Units and Domains (25 of each)	3.00	\$950.00	\$2,850.00
CKLA 2nd Edition G2 Skills & Knowledge ABs, All Units/Domains (1 of each)	10.00	\$43.00	\$430.00
CKLA 2nd Edition G3 Activity Books, All Units (25 of each)	2.00	\$950.00	\$1,900.00
CKLA 2nd Edition G3 Activity Books, All Units (1 of each)	15.00	\$43.00	\$645.00
CKLA 2nd Edition G4 Activity Books, All Units (25 of each)	3.00	\$950.00	\$2,850.00
CKLA 2nd Edition G5 Activity Books, All Units (25 of each)	2.00	\$950.00	\$1,900.00
CKLA 2nd Edition G5 Activity Books, All Units (1 of each)	5.00	\$43.00	\$215.00
<b>TOTAL</b>			<b>\$17,350.00</b>

### Language Studio

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
CA CKLA Grade 3 Language Studio Complete Kit	1.00	\$399.00	\$399.00
CA CKLA Grade 4 Language Studio Complete Kit	1.00	\$499.00	\$499.00

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
CA CKLA Grade 5 Language Studio Complete Kit	1.00	\$499.00	\$499.00
<b>TOTAL</b>			<b>\$1,397.00</b>

#### Teacher Kit

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Edition GK Complete Classroom Kit	1.00	\$3,999.00	\$3,999.00
<b>TOTAL</b>			<b>\$3,999.00</b>

#### Shipping and Handling

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	\$1,819.68	\$1,819.68

**GRAND TOTAL** **\$24,565.68**

### Scope and Duration

#### Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

#### License and Services Term:

- Licenses: 07/01/2021 until 06/30/2022.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

#### Special Terms:

- **FOR SHIPPED MATERIALS:**
  - Expedited shipping is available at extra charge.
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

### How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

**Please include these three documents with your order:**

- Authorized purchase order, check or [credit card authorization form](#)
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

**If submitting a purchase order:**

To expedite your order, please email a purchase order to [IncomingPO@amplify.com](mailto:IncomingPO@amplify.com) or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

**If submitting your order via credit card authorization form:**

- Amplify accepts Visa and MasterCard payments.
- Please email all documents to [Accountsreceivable@amplify.com](mailto:Accountsreceivable@amplify.com) or fax them to (347)-662-2402
- **Please do not mail credit card authorization forms.**

**If submitting your order via sending a check:**

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via fax or email.

**This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at [amplify.com/customer-terms](http://amplify.com/customer-terms). Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.**

## Terms & Conditions

1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").
2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.
3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer



agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).

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8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

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10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is

responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. **Warranty Disclaimer.** PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

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**We are delighted to work with you and we thank you for your order!**

Amplify Education, Inc. - Confidential Information



## Price Quote

### Amplify

55 Washington Street, Suite 800  
Brooklyn, NY 11201  
**Phone:** (800) 823-1969  
**Fax:** (646) 403-4700

**Quote #:** Q-55401-1  
**Date:** 4/7/2021  
**Expires On:** 5/7/2021

### Customer Contact Information

Danee Gianchetta  
Leadership Learning Academies  
8015939552  
dgianchetta@llacharter.org

### Amplify Contact Information

Bob McCarty  
Senior Account Executive  
(435) 655-1731  
rmccarty@amplify.com

8 Year Digital/8 Year Print Consumables

#### Grade 6

6 Teachers/125 Students

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify ELA G6 Teacher Blended Package (8yr license 2021-2029)	\$180.00	1	5	\$900.00
Amplify ELA G6: Student Blended Package (Qty delivered each year for consumable components, 8 years)	\$154.50	0	125	\$19,312.50
<b>TOTAL</b>				<b>\$20,212.50</b>

### Professional Development

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL PRICE
Amplify ELA: Initial Training for Teachers (1 Day Remote)	1.00	\$1,200.00	\$1,200.00
Amplify ELA: Strengthening Full Day (Two 1/2 Day Remote consecutive sessions)	1.00	\$1,000.00	\$1,000.00
<b>TOTAL</b>		<b>\$2,200.00</b>	<b>\$2,200.00</b>

### Shipping and Handling

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	\$1,075.95	\$1,075.95

### GRAND TOTAL

\$23,488.45

### Scope and Duration

**Payment Terms:**

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

**License and Services Term:**

- Licenses: 07/01/2021 until 06/30/2029.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

**Special Terms:**

- **FOR SHIPPED MATERIALS:**
  - Expedited shipping is available at extra charge.
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

**How to Order Our Products**

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**Please include these three documents with your order:**

- Authorized purchase order, check or [credit card authorization form](#)
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

**If submitting a purchase order:**

To expedite your order, please email a purchase order to [IncomingPO@amplify.com](mailto:IncomingPO@amplify.com) or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

**If submitting your order via credit card authorization form:**

- Amplify accepts Visa and MasterCard payments.
- Please email all documents to [Accountsreceivable@amplify.com](mailto:Accountsreceivable@amplify.com) or fax them to (347)-662-2402
- **Please do not mail credit card authorization forms.**

**If submitting your order via sending a check:**

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via fax or email.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at [amplify.com/customer-terms](http://amplify.com/customer-terms). Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

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1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").
2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.
3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).
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7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

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13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

**We are delighted to work with you and we thank you for your order!**

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# Lead Director Report

May 18, 2021

## Visionary Leadership: (Standard 1)

*An educational leader promotes the success of every student by facilitating the development, articulations, implementation, and stewardship of a vision of learning that is shared and supported by all stakeholders.*

### ➤ DIBELS Data

LEA			Layton			Ogden		
Kindergarten			Kindergarten			Kindergarten		
BOY Proficiency:	51/142	36%	BOY Proficiency:	31/66	47%	BOY Proficiency:	20/76	26%
EOY Proficiency:	56/127	44%	EOY Proficiency:	34/58	59%	EOY Proficiency:	22/69	32%
EOY Growth:	45/127	35%	EOY Growth:	25/58	43%	EOY Growth:	20/69	29%
1 <sup>st</sup> Grade			1 <sup>st</sup> Grade			1 <sup>st</sup> Grade		
BOY Proficiency:	49/160	31%	BOY Proficiency:	35/87	40%	BOY Proficiency:	14/73	19%
EOY Proficiency:	64/160	40%	EOY Proficiency:	40/76	53%	EOY Proficiency:	24/70	34%
EOY Growth:	85/146	58%	EOY Growth:	48/76	63%	EOY Growth:	37/70	53%
2 <sup>nd</sup> Grade			2 <sup>nd</sup> Grade			2 <sup>nd</sup> Grade		
BOY Proficiency:	78/148	53%	BOY Proficiency:	48/86	56%	BOY Proficiency:	30/62	48%

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<i>EOY Proficiency:</i>	<b>69/135</b>	<b>51%</b>	<i>EOY Proficiency:</i>	<b>49/86</b>	<b>59%</b>	<i>EOY Proficiency:</i>	<b>20/52</b>	<b>38%</b>
<i>EOY Growth:</i>	<b>83/135</b>	<b>61%</b>	<i>EOY Growth:</i>	<b>62/83</b>	<b>75%</b>	<i>EOY Growth:</i>	<b>21/52</b>	<b>40%</b>
<b>3<sup>rd</sup> Grade</b>			<b>3<sup>rd</sup> Grade</b>			<b>3<sup>rd</sup> Grade</b>		
<i>BOY Proficiency:</i>	<b>78/150</b>	<b>52%</b>	<i>BOY Proficiency:</i>	<b>51/85</b>	<b>60%</b>	<i>BOY Proficiency:</i>	<b>78/150</b>	<b>52%</b>
<i>EOY Proficiency:</i>	<b>75/140</b>	<b>54%</b>	<i>EOY Proficiency:</i>	<b>52/78</b>	<b>67%</b>	<i>EOY Proficiency:</i>	<b>75/140</b>	<b>54%</b>
<i>EOY Growth:</i>	<b>93/140</b>	<b>66%</b>	<i>EOY Growth:</i>	<b>58/78</b>	<b>74%</b>	<i>EOY Growth:</i>	<b>93/140</b>	<b>66%</b>
<b>4<sup>th</sup> Grade</b>			<b>4<sup>th</sup> Grade</b>			<b>4<sup>th</sup> Grade</b>		
<i>BOY Proficiency:</i>	<b>64/112</b>	<b>57%</b>	<i>BOY Proficiency:</i>	<b>45/63</b>	<b>71%</b>	<i>BOY Proficiency:</i>	<b>19/49</b>	<b>38%</b>
<i>EOY Proficiency:</i>	<b>51/88</b>	<b>58%</b>	<i>EOY Proficiency:</i>	<b>39/55</b>	<b>71%</b>	<i>EOY Proficiency:</i>	<b>12/33</b>	<b>36%</b>
<i>EOY Growth:</i>	<b>46/88</b>	<b>52%</b>	<i>EOY Growth:</i>	<b>33/55</b>	<b>60%</b>	<i>EOY Growth:</i>	<b>35/62</b>	<b>56%</b>
<b>5<sup>th</sup> Grade</b>			<b>5<sup>th</sup> Grade</b>			<b>5<sup>th</sup> Grade</b>		
<i>BOY Proficiency:</i>	<b>55/118</b>	<b>47%</b>	<i>BOY Proficiency:</i>	<b>42/72</b>	<b>58%</b>	<i>BOY Proficiency:</i>	<b>13/46</b>	<b>28%</b>
<i>EOY Proficiency:</i>	<b>68/110</b>	<b>62%</b>	<i>EOY Proficiency:</i>	<b>51/69</b>	<b>74%</b>	<i>EOY Proficiency:</i>	<b>17/41</b>	<b>41%</b>
<i>EOY Growth:</i>	<b>72/110</b>	<b>65%</b>	<i>EOY Growth:</i>	<b>49/69</b>	<b>71%</b>	<i>EOY Growth:</i>	<b>23/41</b>	<b>56%</b>
<b>6<sup>th</sup> Grade</b>			<b>6<sup>th</sup> Grade</b>			<b>6<sup>th</sup> Grade</b>		
<i>BOY Proficiency:</i>	<b>71/100</b>	<b>71%</b>	<i>BOY Proficiency:</i>	<b>41/54</b>	<b>76%</b>	<i>BOY Proficiency:</i>	<b>30/46</b>	<b>65%</b>
<i>EOY Proficiency:</i>	<b>70/93</b>	<b>75%</b>	<i>EOY Proficiency:</i>	<b>39/47</b>	<b>83%</b>	<i>EOY Proficiency:</i>	<b>31/46</b>	<b>67%</b>
<i>EOY Growth:</i>	<b>61/93</b>	<b>66%</b>	<i>EOY Growth:</i>	<b>36/47</b>	<b>77%</b>	<i>EOY Growth:</i>	<b>25/46</b>	<b>54%</b>

## Teaching and Learning: (Standard 2)

*An educational leader promotes the success of every student by advocating, nurturing, and sustaining a school focused on teaching and learning conducive to student, faculty, and staff growth.*

### ➤ Counseling Center

- ★ During the 2020/21 school year there have been over 280 individual lessons in Layton and 361 in Ogden (note that a student meeting with me individually receives an average of 5-8 lessons). The most common reasons a student was referred for

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school counseling services included: parent divorce, peer conflict and managing emotions/stress.

- ★ The total number of students who received Tier 2 and/or 3 school counseling services (small group and individual) was 83 in Layton and 76 in Ogden for a total of 159.

### **Management for Learning: (Standard 3)**

*An educational leader promotes the success of every student by ensuring management of the organization, operation, and resources for a safe, efficient, and effective learning environment.*

#### ➤ **28 Home visits**

### **Community Collaboration: (Standard 4)**

*An educational leader promotes the success of every student by collaborating with faculty, staff, parents and community members, responding to diverse community interests and needs and mobilizing community resources.*

#### ➤ **Ogden Highlights**

- ★ We survived the year without being shut down.
- ★ I didn't go bald.
- ★ Mrs. Bowman helped organize safety day where we had Highway patrol and Weber County Sheriff come out.
- ★ Sarah Frei came and spoke to our 4-6 students.
- ★ Teacher appreciation week
- ★ Staff appreciation day
- ★ Secretaries day
- ★ 1st Annual 6th grade walk with Ben Lomond bagpipe band
- ★ Starting handprints in Ogden
- ★ Ogden PD came out for our sped students (good presentation)
- ★ Field day
- ★ Choir presentation
- ★ Has a great turnout for kinder round up
- ★ Most our classes were able to go on a field trip.
- ★ Online teachers are amazing!
- ★ Online students participated in a lot of our events

#### ➤ **Layton Highlights**

- ★ We have learned to still run a school on a skeleton crew.
- ★ Our 6th graders were able to participate in the military vehicles at Northridge.
- ★ We had our cluster talent shows. We had each cluster participate and were able to invite parents.
- ★ Our 5th graders had their egg drop. Mr. Baur launched their protected eggs from the roof. It was so fun to see how many eggs survived
- ★ We had our first annual math Olympics in 5th grade
- ★ Teacher appreciation week was successful

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- ★ During our book fair we had bring someone grand to picnic with you. Student's had someone grand bring lunch and blankets and ate lunch on our field. We passed out otter pops to students and their someone grand. Then they were invited to go look at our book fair. We sold out of many items during this book fair.
- ★ 4th grade made objects to launch from catapults to knock down castles.
- ★ This year we are having a luncheon for SSC members for our annual leader luncheon. We are celebrating all the wonderful things they have done this year.
- ★ Field Day
- ★ 6th grade graduation
- ★ Annual 6th grade vs faculty Kickball game
- ★ Mountain Man Rendezvous
- ★ THE BEST OF ALL IS WE HIT OUR READING GOAL!!!!

### **Ethical Leadership: (Standard 5)**

*An educational leader promotes the success of every student by acting with, and ensuring a system of integrity, fairness, equity, and ethical behavior.*

#### ➤ **CKLA ELL curriculum**

### **System Leadership: (Standard 6)**

*An educational leader promotes the success of every student by understanding, responding to, and influencing theinterralated systems of political, social, economic, legal, policy and and cultural contexts affecting education.*

#### ➤ **LLA Attributes of Project CHILD**

- ★ Stations
- ★ Looping (1 grade per cluster)
- ★ Subject Specialists
- ★ Planners/Checklists

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