



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.

August 9, 2021

Leadership Learning Academy Electronic Board Meeting Agenda Monday, August 9, 2021



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

Zoom Link: <https://us02web.zoom.us/j/82740764981?from=addon>

Meeting ID: 827 4076 4981

Mobile: (669) 900-9128

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

2021-2022 Board Priorities

Explore Teacher Retention Concepts
Continue Growth & Maintain Literacy Proficiency
Schoolwide Unity & Collaboration

4:00 PM – CALL TO ORDER

- Welcome by Chuma Uzoh

CONSENT ITEMS

- [August 4, 2021 Electronic Board Meeting Minutes](#)

BUSINESS ITEMS (To Be Voted On)

- [SpEd Services Agreement](#) – Heidi Bauerle

OTHER BUSINESS ITEMS

- Calendaring Items – Chuma Uzoh
 - Next Board Meeting – August 23rd

ADJOURN

[Back to Agenda](#)

Leadership Learning Academy Electronic Board Meeting Minutes Wednesday, August 4, 2021



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

In Attendance: Chuma Uzoh, Terry Capener, Deb Hansen, Jimmy Sunlight

Excused: David Gray

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

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

2021-2022 Board Priorities

Explore Teacher Retention Concepts
Continue Growth & Maintain Literacy Proficiency
Schoolwide Unity & Collaboration

10:03 AM – CALL TO ORDER

- Welcome by Chuma Uzoh

CONSENT ITEMS

- June 14, 2021 Annual Board Meeting – There was no further discussion.
- June 14, 2021 Closed Session Affidavit – There was no further discussion.
- June 28, 2021 Electronic Board Meeting Minutes – There was no further discussion.

Deb Hansen made a motion to approve the consent items. Jimmy Sunlight seconded the motion. The roll call votes were as follows:

Chuma Uzoh – Aye

Deb Hansen – Aye

Jimmy Sunlight – Aye

Terry Capener – Aye

Motion passed unanimously.

BUSINESS ITEMS (To Be Voted On)

Page 3 of 13

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

- *GoMath Curriculum Purchase* – Heidi Bauerle stated that they use GoMath as their math curriculum all grades K-6. This purchase is for additional supplemental books to ensure we are doing quality learning that we lost in place of COVID. We are going to be using our ESSER III funds for this purchase. **Jimmy Sunlight made a motion to approve the GoMath digital curriculum purchase not to exceed \$35,000. Deb Hansen seconded the motion. The roll call votes were as follows:**
- Chuma Uzoh – Aye**
 - Deb Hansen – Aye**
 - Jimmy Sunlight – Aye**
 - Terry Capener – Aye**
- Motion passed unanimously.**

OTHER BUSINESS ITEMS

- **Calendaring Items – Chuma Uzoh**
- **Scheduled Electronic Board Meeting – August 9th @ 4 p.m.**
 - **Next Board Meeting – August 23rd**

10:09 PM – Deb Hansen made a motion to ADJOURN. Terry Capener seconded the motion. The roll call votes were as follows:

- Chuma Uzoh – Aye**
 - Deb Hansen – Aye**
 - Jimmy Sunlight – Aye**
 - Terry Capener – Aye**
- Motion passed unanimously.**

**LLA Board of Director's Meeting
Monday, August 9, 2021**

Action Item: *Special Education Services Agreement*

Issue:

The administration has determined that the school could use additional services in order to better meet student needs and remain in compliance. The administration and Academica West have discussed the school's special education needs and how Academica West can help meet those needs.

Background:

Academica West has seen that many schools could use additional special education services. In order to better meet outstanding needs, Academica West has begun offering packages of additional special education services that fall outside of its main management agreement. The proposed Special Education Services Agreement will allow Academica West to provide the school with a package of additional special education services that will help the school better meet student needs and remain in compliance.

Recommendation:

It is recommended that the board approve the Special Education Services Agreement and allow the Board President to sign on behalf of the school.

**SPECIAL EDUCATION SERVICES AGREEMENT
BETWEEN
LEADERSHIP LEARNING ACADEMY
AND
ACADEMICA WEST, LLC**

This **SPECIAL EDUCATION SERVICES AGREEMENT** (the “**Agreement**”) is entered into with an effective date of _____, 2021 (the “**Effective Date**”) by and between **Leadership Learning Academy**, a Utah nonprofit corporation (the “**School**”), and **Academica West, LLC**, a Utah limited liability company (“**Academica West**”).

RECITALS

A. The School has received a charter (the “**Charter**”) from the Utah State Charter School Board (the “**Authorizer**”) to operate a charter school.

B. The School desires to ensure that it provides special education services to its students and operates its special education program in accordance with the requirements of its Charter and applicable laws.

C. Academica West has expertise and knowledge regarding the requirements associated with providing special education services and operating a special education program in compliance with applicable legal requirements.

D. The School believes that contracting with Academica West for special education services will allow the School’s administration to more successfully meet the requirements associated with providing special education services to its student and operating a special education program.

E. The School and Academica West desire to enter into this Agreement for the purpose of having Academica West provide certain special education services to the School as set forth herein.

AGREEMENT

1. **Services to be Performed by Academica West.** Academica West will perform certain services related to the School’s special education program (the “**Services**”) as requested by the School. The Services and applicable limitations are identified in **Exhibit A** attached to this Agreement.

2. **Compensation.** As compensation for the Services, the School will pay Academica West a fee in the amount of Twenty Thousand Dollars (\$20,000) (the “**Fee**”). Academica West will invoice the School for the Fee upon the execution of this Agreement, and the School will pay Academica West by check within thirty (30) days of the date of the invoice.

3. **Independent Contractor Status.** The relationship between Academica West and the School shall be that of independent contractor and contractee. Academica West shall not be considered an employee, partner, joint venturer, representative or agent of the School in connection with any of the transactions or relationships contemplated under this Agreement. Academica West shall not be authorized, without the prior written consent of the School in each specific case, to act on behalf of or to bind the School.

4. **Term and Termination.** This Agreement shall run for a term of one (1) year from the Effective Date. However, either party may terminate this Agreement at any time by giving sixty (60) days written notice of termination to the other party.

5. **Effect of Termination on Compensation.** In the event of termination of this Agreement, Academica West shall be entitled to retain the pro rata portion of the Fee through the date of termination and will refund to the School the remaining pro rata portion of the Fee within thirty (30) days of the termination date.

6. **Data Confidentiality.** The terms of the attached Data Confidentiality Addendum shall be considered part of this Agreement.

7. **Miscellaneous.**

(a) Neither party will be considered in default of this Agreement if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control and which cannot be overcome by reasonable diligence and without unusual expense.

(b) This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties.

(c) Neither party will assign this Agreement without the written consent of the other party; such consent will not be unreasonably withheld.

(d) No waiver of any provision of this Agreement will be deemed or will constitute a waiver of any other provision unless expressly stated.

(e) If any provision or any part of this Agreement is determined to be unlawful, void or invalid, that determination will not affect any other provision or any part of any other provision of this Agreement and all such provisions will remain in full force and effect.

(f) This Agreement is not intended to create any rights for any third-party beneficiary.

(g) This Agreement is made and entered into in the State of Utah and will be interpreted according to the laws of that state.

(h) Every notice, approval, consent or other communication authorized or required by this Agreement will not be effective unless it is in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

Academica West, LLC
290 N. Flint St., Suite A
Kaysville, UT 84037

Leadership Learning Academy
100 W. 2675 N.
Layton, UT 84041

(i) The headings in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement and will not be considered in the interpretation of this Agreement or any provision hereof.

(j) This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one Agreement.

(k) Each of the persons executing this Agreement has the full power and authority to execute this Agreement on behalf of the party for whom he or she signs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Leadership Learning Academy,
a Utah nonprofit corporation

Board President

ACADEMICA WEST, LLC,
a Utah limited liability company

Kim Dohrer, President

EXHIBIT A
Description of the Services

- Student file reviews with the School’s special education teacher(s), providing support and training to the teacher(s), up to twenty (20) hours (anticipated to be approximately ten (10) file reviews)
- Trainings, up to fifteen (15) hours (anticipated to be five (5) trainings of three (3) hours each)
- Behavioral consultation, up to twenty (20) hours
- Appeals to Results Driven Accountability (RDA) and Program Improvement Plan (PIP) support, up to fifteen (15) hours
- Support the School’s special education personnel on high-need IEPs, up to twenty (20) hours
- Monthly mentoring for the School’s special education personnel, up to twenty-five (25) hours

In addition, other services requested by the School, including but not limited to services provided in connection with due process complaints and state complaints, will be billed at \$135 per hour.

DATA CONFIDENTIALITY ADDENDUM

Recitals

1. The School and Academica West are parties to a Special Education Services Agreement (the “**Agreement**”) to which this Addendum is attached regarding services to be provided by Academica West to the School (the “**AW Services**”).

2. Utah Code § 53E-9-309 establishes requirements for contracts between educational entities such as the School and third- party providers such as Academica West.

3. The parties are entering into this Addendum, in order to ensure that the Agreement complies with Section 53E-9-309 and other applicable legal requirements.

Agreement

Now, therefore, in consideration of the foregoing and the mutual covenants and promises of the parties hereto, the parties agree as follows:

1. Except as provided in Utah Code § 53E-9-309(4), Academica West will not use any personally identifiable student data received from the School for any purpose other than to provide the AW Services to the School.

(a) “Personally identifiable student data” means student data that identifies or is used by the holder to identify a student and includes:

- (i) a student’s first and last name;
- (ii) the first and last name of a student’s family member;
- (iii) a student’s or a student’s family’s home or physical address;
- (iv) a student’s email address or other online contact information;
- (v) a student’s telephone number;

- (vi) a student's social security number;
- (vii) a student's biometric identifier;
- (viii) a student's health or disability data;
- (ix) a student's education entity student identification number;
- (x) a student's social media user name and password or alias;

(b) if associated with personally identifiable student data, the student's persistent identifier, including:

- (i) a customer number held in a cookie; or
- (ii) a processor serial number;
- (iii) a combination of a student's last name or photograph with other information that together permits a person to contact the student online;
- (iv) information about a student or a student's family that a person collects online and combines with other personally identifiable student data to identify the student; and
- (v) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have first-hand knowledge of the relevant circumstances, to identify the student with reasonable certainty.

2. Academica West acknowledges that all student data of the School is the School's and/or students' property. Academica West will collect, use, store, and share personally identifiable student data only in accordance with the Agreement, this Addendum, Utah Code § 53E-9-309, as it may be amended, and any administrative rules adopted by the Utah State Board of Education. The parties acknowledge and agree that the terms of Utah Code § 53E-9-309, as it may be amended, and any administrative rules adopted by the Utah State Board of Education implementing Utah Code § 53E-9-309 govern the relationship between the parties.

3. Academica West may only share personally identifiable student data with employees and independent contractors of Academica West who have a legitimate need to such data in order to enable Academica West to provide the AW Services to the School. The School may request that Academica West notify the School of independent contractors with whom Academica West shares such data and the purpose for which such data is shared and to verify to the School that such independent contractors are bound by confidentiality agreements similar in scope to this Addendum.

4. At the request of the School, Academica West will allow the School or its designee to audit Academica West in order to verify compliance with the terms of the Addendum that relate to the confidentiality and protection of personally identifiable student data. This right to conduct an audit is subject to Academica West's confidentiality obligations to other customers and third parties.

5. During the term of the Agreement, Academica West will delete personally identifiable student data at the request and direction of the School.

6. At the completion of the parties' agreement, if the Agreement has not been superseded by a new agreement executed in accordance with applicable procurement requirements, Academica West shall return or delete upon the School's request all personally identifiable student data of the School in Academica West's possession and provide to the School written verification of the return or deletion of such data, including deletion from Academica West's back-up system.

7. Academica West covenants and agrees that it shall indemnify and hold the School harmless from and against any and all third party losses, claims, legal fees, and liabilities related to or derived from any breach of this Addendum by Academica West or its employees, agents, officers, and directors.

8. In the event of any conflict between the Addendum and the Agreement, the terms of this Addendum shall govern.