



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.

March 20, 2023

**Leadership Learning Academy
Board Meeting Agenda
Monday, March 20, 2023**



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

Zoom Link: <https://us02web.zoom.us/j/84552356776?from=addon>

Meeting ID: 845 5235 6776

Mobile: (669) 900-9128

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

MISSION: The mission of Leadership Learning Academy is to provide a unique, innovative teaching model to help students 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 uses an innovative and unique model 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

2022-2023 Board Priorities

Teacher Development
Continue Growth & Maintain Literacy Proficiency
Schoolwide Unity & Collaboration

5:30 PM – CALL TO ORDER

- Welcome by Terry Capener
- Board Mission
- School Mission
- School Vision

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

REPORTS

- Administration
 - [State of the School](#) – Jared Buckley
- Board of Directors
 - [Financial Update](#) – Jimmy Sunlight

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

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

- [Review Board Calendar](#) – Terry Capener

CONSENT ITEMS

- [January 12, 2023 Electronic Board Meeting Minutes](#)

VOTING ITEMS

- [2023-2024 School LAND Trust Plans](#) – Jared Buckley
- [Layton Campus Upgrade to LED Lighting](#) – Jared Buckley
- [Layton Campus Replace Main Level Carpet](#) – Jared Buckley
- [Amplify CKLA/ELA Purchase](#) – Jared Buckley
- [LEA-Specific Educator License](#) – Jared Buckley
- [Proper Use of Public Funds and Assets Policy](#) – Brandon Fairbanks
- [Reuse and Disposal of Textbook Policy++](#) – Brandon Fairbanks
- [Selection and Purchase of Instructional Materials Policy](#) – Brandon Fairbanks
- [Student Transportation Policy](#) – Brandon Fairbanks
- [Supervision of Students at School-Sponsored Activities Policy](#) – Brandon Fairbanks

OTHER BUSINESS ITEMS

- Calendaring Items – Terry Capener
 - Next Pre-Board Meeting – May 1st
 - Next Board Meeting – May 15th @ 4:00 p.m. [Strategic Planning]
 - NCSC23 Austin, TX – June 18-21

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

ADJOURN

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Lead Director Report

March 20, 2023

Teacher Development: What have you done for teacher/employee development?

- ★ Spanish Translators
- ★ We Are Crew
- ★ Approach to school culture
- ★ Teachers are getting trained in 95% interventions.

Continue Growth & Maintain Literacy Proficiency: Update on School Goals, Conversations with teachers, plan to improve on goals.

- ★ We continue to have great conversations with teachers on understanding student growth. Teachers are doing a great job running interventions. We also have our second teacher cohort learning LETRS and loving the program. Kim and I have completed the admin LETRS program.
- ★ We have started the 95% Program for interventions in K-2.

Schoolwide Unity & Collaboration: Great things happening

- ★ It Takes a Village
- ★ Weekly Reader
- ★ Move It competition
- ★ March Madness
- ★ Lots of sky mile parties.
- ★ Lunch with teachers.
 - ✓ We are having lunch with each teacher group off campus. Loving the interaction we have that is not school related.
- ★ Annual Flamingo Day
 - ✓ Annually on the day before Spring Break
 - ✓ Approved to change Mascot
 - ✓ Change school colors
- ★ Taking LLA to the next level.
 - ✓ Strong School Culture

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- ✓ Vision
- ✓ Leadership
- ✓ Academics
- ✓ Fiscal Responsibility

Fiscal Responsibility: Report on monthly tasks assigned.

- ★ Lottery Update
- ★ Charter Connect
 - ✓ NRELLO
 - ✓ Advertising
- ★ Strategic planning with classes/enrollement
- ★ Teacher Retention
 - ✓ Salaries
- ★ Full Day Kindergarten
 - ✓ Increasing our classes in kindergarten
- ★ Lunch Program
- ★ Tech Services
 - ✓ ETS renewal

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2023 Landscape Maintenance Contract

This Contract for Landscaping Services is made effective as of March 1, 2023, by and between Leadership Learning Academy - Layton Campus ("Leadership Learning Academy - Layton Campus") of 100 W 2675 N Layton, UT 84041, and Above All Landscaping, LLC. ("Above All") of 3072 W Iris Meadow Dr, Riverton, UT 84065.

DESCRIPTION OF SERVICES. Beginning on or around March 01, 2023, Above All will provide to Leadership Learning Academy - Layton Campus the Landscaping Services as described in the attached Exhibit (collectively, the "Landscaping Services").

All Landscaping Services will be completed by Above All at 100 W 2675 N Layton, UT 84041, hereinafter referred to as the Work Site.

SCOPE OF WORK. Above All shall provide all labor and materials, to do the described Landscaping Services at the Work Site.

WORK SITE. Leadership Learning Academy - Layton Campus hereby authorizes Above All to commence and complete the usual and customary landscape maintenance on the Work Site as may be required in the judgment of Above All to complete the Landscaping Services as specified in this Agreement and any attachments incorporated herein.

PAYMENT. For Services performed pursuant to this Agreement, Client shall pay Above All an annual Service Fee of \$10,995.23 (The "Service Fee"), subject to annual adjustments as described below.

Client shall pay the Service Fee to Above All in advance through monthly payments according to the attached Billing Information and Schedule (See attached Billing Schedule). If no Billing Information and Schedule is attached to this Agreement or if the attached Billing Information and Schedule does not specify the months and amounts due, then the Service Fee shall be payable in advance in 9 equal monthly payments beginning in the month of March). Monthly payments are due not later than the 10th calendar day of each month. Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) and (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse Above All for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by Above All in collecting overdue Service Fees, Work Order Charges and administrative charges.

The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and any Billing Information Schedule attached to here, the types and frequencies of Services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan and Billing Information and Schedule are implemented for Client's convenience of payment only and Billings do not necessarily reflect the actual cost or value of Services performed during any month or other billing period. If this Agreement is terminated for any reason on a date other than the anniversary date, then all sums paid by Client to Above All for Services performed since the most recent anniversary date shall be subtracted from the time and materials value (as determined in good faith by Above All) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to Above All. A Shortfall is not liquidated or other damages arising from a termination of the Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoice to the Client exceed the total amount that would have been received by the Service Provider had the terminated Agreement continued uninterrupted until the end of its then current term.

Unless specified otherwise in the attached Billing Information and Schedule every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by 5%.

PERMITS. Above All shall apply for and obtain such permits and regulatory approvals as may be required by the local municipal/county government. The cost thereof shall be included as part of the Payment to Above All under this contract.

INSURANCE. Above All shall maintain general liability, workers' compensation and any other applicable insurance necessary to perform Services under this contract.

TERM. The "Initial Term" of this Agreement shall start on March 1, 2023, and end on November 30, 2023. Thereafter, this Agreement shall renew automatically for successive one-year periods (each, a "Renewal Term") on each anniversary of the start date of the Initial Term (each, an "Anniversary Date"), unless either party gives written notice to the other party of its intent not to renew at least 90 days prior to the next Anniversary Date. The Initial Term, together with any Renewal Term, comprises the "Term"

ACCESS. Client will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. Above All will make reasonable efforts to protect driveways, shrubs and other vegetation.

WARRANTY. Above All shall provide its Services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the Landscaping Services which meet generally acceptable standards in Above All's community and region, and will provide a standard of care equal to, or superior to, care used by Service Providers like Above All on similar projects.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Landscaping Services in the time and manner provided for in this contract.

REMEDIES. In addition to all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of the Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. That party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of the Contract.

FORCE MAJEURE. If performance of the Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations amongst the parties. If the matter is not resolved through negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies of disputes arising out of or relating to this Contract will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek another form of resolution in accordance with any other rights and remedies afforded to them by law.

ENTIRE AGREEMENT. This Contract contains the entire Agreement of the parties, and there are no other promises or conditions in any other Agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral Agreements between the parties.

SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Utah.

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

Above All and Client hereby agree to the foregoing terms and conditions as of the date first set forth above.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.

ABOVE ALL (as defined in the first paragraph)

By: 

Name: Jeremy Bailey

Title: Owner

Date:

CLIENT

By:

Name:

Title:

Date:

Billing Information and Schedule

Site Name	Leadership Learning Academy - Layton Campus	Site Location	100 W 2675 N Layton, UT 84041
Client Business	Academica West	Client Contact	Kirk Blake
Client Phone	435-633-5107	Client Email	kirk@academicawest.com
Billing Name	Leadership Learning Academy - Layton Campus	Billing Contact	Tara Hamblin
Billing Phone	vanessa@academicawest.com	Billing Address	thamblin@llacharter.org
Account Manager	Bubba Paulette	AM Phone	801-726-5270

Billing Schedule	First Year (2023)	Second Year (2024)	Third Year (2025)
January	\$0.00	\$0.00	\$0.00
February	\$0.00	\$0.00	\$0.00
March	\$1,221.69	\$0.00	\$0.00
April	\$1,221.69	\$0.00	\$0.00
May	\$1,221.69	\$0.00	\$0.00
June	\$1,221.69	\$0.00	\$0.00
July	\$1,221.69	\$0.00	\$0.00
August	\$1,221.69	\$0.00	\$0.00
September	\$1,221.69	\$0.00	\$0.00
October	\$1,221.69	\$0.00	\$0.00
November	\$1,221.69	\$0.00	\$0.00
December	\$0.00	\$0.00	\$0.00
Annual Total	\$10,995.23	\$0.00	\$0.00

Landscape Services Exhibit

LANDSCAPE SERVICE	DESCRIPTION	FREQUENCY
Mowing	Mow/Trim/Edge/Blow	24
Weeding	WEEDING (Weekly rotational Schedule)	24
Flowers	Annual Flowers/Perrenial Detail	0
Irrigation	Irrigation Checks	7
Supervision	Supervision/Weekly Updates	9
Cleanups	Spring Cleanup (Before April 1)	1
	Fall Cleanup (Before October 31)	1
	Leaf Cleanup (Before November 15)	1
	Retention Area Mowing	7
Planter Beds	Hard Edging (Spring Cleanup)	1
	Pre-emergent (After Spring Cleanup)	2
	Pruning (May, August)	2
	Fertilization (April)	1
Trees	Tree limb pruning up to 10' (April)	1
Lawn Health	Round 1 Fertilizer/Pre-emergent (Early March)	1
	Round 2-4 Fertilizer/Weed Control (Apr, June, Aug)	2
	Preventitive Grub Application (April)	1
	Aeration (By April 30)	1
	Start Up (Early April)	1
Irrigation	Shut Down/Blowout (October 15)	1
	Irrigation Repairs (Hourly Rate)	0

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Leadership Learning Academy Statement of Activities

Created on March 12, 2023

For Prior Month

Reporting Book:

ACCRUAL

As of Date:

03/12/2023

	Annual	Year-to-Date	
	June 30, 2023	February 28, 2023	
	Budget	Actual	% of Budget
Net Income			
Income			
Revenue From Local Sources	218,600	199,636	91.3 %
Revenue From State Sources	9,062,550	5,742,966	63.4 %
Revenue From Federal Sources	600,982	191,140	31.8 %
Total Income	9,882,132	6,133,742	62.1 %
Expenses			
Instruction/Salaries	5,089,270	2,675,551	52.6 %
Employee Benefits	1,697,260	825,532	48.6 %
Purchased Prof & Tech Serv	706,350	425,557	60.2 %
Purchased Property Services	272,500	220,155	80.8 %
Other Purchased Services	105,664	61,373	58.1 %
Supplies & Materials	660,257	730,618	110.7 %
Property	149,827	31,762	21.2 %
Debt Services & Miscellaneous	1,078,865	415,685	38.5 %
Total Expenses	9,759,993	5,386,233	55.2 %
Total Net Income	122,139	747,509	612.0 %

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**Leadership Learning Academy
Statement of Financial Position
Created on March 12, 2023
For Prior Month**

Reporting Book:
As of Date:

ACCRUAL
03/12/2023

	Period Ending 02/28/2023	Period Ending 02/28/2022
	Actual	Actual
Assets & Other Debits		
Current Assets		
Operating Cash	3,627,846	3,128,729
Accounts Receivables	1,810	8,216
Total Current Assets	<u>3,629,656</u>	<u>3,136,945</u>
Restricted Cash	<u>1,781,202</u>	<u>1,707,831</u>
Net Assets		
Fixed Assets	15,959,231	16,330,045
Depreciation	<u>(1,839,616)</u>	<u>(1,834,082)</u>
Total Net Assets	<u>14,119,615</u>	<u>14,495,963</u>
Other Debits	<u>(716,603)</u>	<u>(757,459)</u>
Total Assets & Other Debits	<u>18,813,870</u>	<u>18,583,280</u>
Liabilities & Fund Equity		
Current Liabilities	<u>142,221</u>	<u>91,957</u>
Long-Term Liabilities	<u>15,926,593</u>	<u>16,274,350</u>
Fund Balance	<u>1,997,722</u>	<u>1,606,772</u>
Net Income	<u>747,334</u>	<u>610,201</u>
Total Liabilities & Fund Equity	<u>18,813,870</u>	<u>18,583,280</u>

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Board of Directors 2022-2023 Calendar

July 2022	August 2022	September 2022
<ul style="list-style-type: none"> • Update Lead Director Evaluation to reflect current goals [Dawn] • Submit New Budget (Plus any additional budget amendments) 	<ul style="list-style-type: none"> • Early Learning Plan • Review Snow Removal Service Contract • PTIF Balance Report • Restricted Funding Report • RFP for Education Service Provider • 2nd Quarterly Report Due Aug 15* (Financial Statement & Enrollment) 	<ul style="list-style-type: none"> • Create Teacher Survey on Admin • Award RFP for Education Service Provider
October 2022	November 2022	December 2022
<ul style="list-style-type: none"> • Winter Bonus Discussion • Returning Bonuses for Ogden Campus • Building Evaluation [Kirk] • Send out Teacher Survey • Prior Years Financial & Student Membership Audits 	<ul style="list-style-type: none"> • Winter Social • Annual PTIF Recommendations • Mid-Year Evaluation Prep • Report on Teacher Survey • Prep for Investor Call • 3rd Quarterly Report Due Nov 15* (Financial Statement & Enrollment) 	<ul style="list-style-type: none"> • 2023-2024 School Calendar • 2023-2024 School Fee Schedule • Audit Review [Eide Bailly] • Winter Retreat Planning • Mid-Year Lead Director Evaluation • Annual Investor Call
January 2023	February 2023	March 2023
<ul style="list-style-type: none"> • WINTER RETREAT • Leaders of the Month Luncheon 	<ul style="list-style-type: none"> • Policy Review • PTIF Balance Report • Restricted Funding Report • SLT Training Assurance • 4th Quarterly Report Due Feb 15* (Financial Statement & Enrollment) 	<ul style="list-style-type: none"> • School LAND Trust Plan • Discuss Board Vacancies – if any • Start 2023-2024 School Year Budget Development • Facility/Maintenance Decisions • Review Landscaping Service Contract
April 2023	May 2023	June 2023
<ul style="list-style-type: none"> • 2023-2024 Parent Handbook (if major changes) • EOY Bonuses Discussion • Retreat Planning • Create Parent Survey 	<ul style="list-style-type: none"> • RETREAT [Strategic Planning] • Leaders of the Month Luncheon • Audit Engagement Letters • TSSA Plan • Strategic School Planning • Start on the Lead Director Employment Agreement (Salary) • Review D&O and Building Insurance Policy • Pre-Board Self Evaluation • Policies to Review and/or Approve • Years of Service Banquet (10 Year) • Lead Director Evaluation • Send out Parent Survey • 1st Quarterly Report Due May 15* (Financial Statement & Enrollment) 	<ul style="list-style-type: none"> • 2023-2024 Annual Budget • 2022-2023 Final Amended Budget • Summer Purchasing Plan (if needed) • Ratify Board Terms & Officers • Set 2023-2024 Meeting Schedule • Assessment Data Review • Exit Survey Results • Annual Policy, Procedures & Plans Review • Annual Open & Public Meetings Act Training • Review Board Communication Guidelines • Sign Board Member Agreement • Report on Parent Survey

Color Key						
Socials	Action Items	Discussion Items	Trainings	Evaluations	Surveys	Bond Covenants <small>*Signature Required</small>

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Leadership Learning Academy Electronic Board Meeting Minutes Thursday, January 12, 2023



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

In Attendance: Terry Capener, Deb Hansen, David Gray, Jimmy Sunlight

Excused: Chuma Uzoh

Others in Attendance: Jared Buckley, Dawn Kawaguchi, Dawn Benke

MISSION: The mission of **Leadership Learning Academy** is to provide a unique, innovative teaching model to help students 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** uses an innovative and unique model 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

2022-2023 Board Priorities

Teacher Development

Continue Growth & Maintain Literacy Proficiency

Schoolwide Unity & Collaboration

5:33 PM – CALL TO ORDER

- Welcome by Terry Capener

CONSENT ITEMS

- *January 10, 2023 Board Meeting Minutes* – There was no further discussion. **Deb Hansen made a motion to approve the consent items. Jimmy Sunlight seconded the motion.**

The votes were as follows:

Terry Capener – Aye

Jimmy Sunlight – Aye

Deb Hansen – Aye

David Gray – Aye

Motion passed unanimously.

VOTING ITEMS

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- Signees on School Petty Cash Account – Dawn Benke stated that with the new director, we were reviewing who the signers are on the school’s bank accounts. Currently, there are two board members and two people from AW. The two people from AW will remain on the account but it is probably best to say the position of the board members because as board members change, we will be able to easily change the signers on the bank account. Dawn B’s recommendation would be to keep the two people from AW and the Board President and financial coordinator positions for the operating account. For the petty cash account we want to approve the same people but include the Lead Director so that the director can sign checks out of the petty cash account. **Jimmy Sunlight made a motion to approve the Board President, the Financial Coordinator, the Lead Director, Jed Stevenson and Sheldon Killpack as signers on the Zions Petty Cash Bank Account. David Gray seconded the motion. The votes were as follows:**

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

Motion passed unanimously.

- Signees on School Operating Account – There was no further discussion. See above for discussion. **David Gray made a motion to approve the Board President, the Financial Coordinator, Jed Stevenson and Sheldon Killpack as signers on the Zions Operating Bank Account. Deb Hansen seconded the motion. The votes were as follows:**

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

Motion passed unanimously.

BUSINESS ITEMS

- Calendaring Items – Terry Capener
- Next Pre-Board Meeting – March 6th
 - Next Board Meeting – March 20th @ 5:30 p.m.
 - NCSC23 Austin, TX – June 18-21

5:37 PM – Deb Hansen made a motion to ADJOURN. Jimmy Sunlight seconded the motion. The roll call votes are as follows:

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

Motion passed unanimously.

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LLA Board of Director's Meeting Monday, March 20, 2023

Action Item: 2023-2024 School LAND Trust Plans

Issue:

The Board must approve the School LAND Trust Plan for each campus in order to receive funding. *The Board must also receive annual SLT training, which Brandon did at the January meeting.*

Background:

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

LAYTON CAMPUS:

Layton Campus has been given the allotment of **\$67,982.85** for the 2023-2024 school year. The Layton SLT committee met on February 3, 2023, to discuss the needs of the School. The committee voted to improve reading performance of students K-6 on Acadience by Spring 2024 (by 2% from Fall 2023). The Layton Campus will allot half of the salaries of (1) instructional reading coach and provide reading interventionists in each Language Arts classroom as well as purchase our annual Amplify CKLA reading curriculum.

OGDEN CAMPUS:

The Ogden Campus has been given the allotment of **\$56,604.28** for the 2023-2024 school year. The Ogden SLT committee met on February 2, 2023, to discuss the needs of the School. The committee voted to improve the reading performance of students K-6 on Acadience by Spring 2024. The Ogden Campus will allot half of the salaries of (1) instructional reading coach and provide reading interventionists in each Language Arts classroom as well as purchase our annual Amplify CKLA reading curriculum.

Recommendation:

It is recommended that the Board approve the 2023-2024 School LAND Trust Plans for both the Layton and Ogden Campuses.

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2023-2024 School Land Trust Plan

LLA Layton Campus

Goal #1

1. Improve reading performance of students K-6 on Acadience by Spring 2024.

Academic Area

English/Language Arts

Measurements

Baseline data will be established in the Fall of 2023. Our goal will be to increase the number of students proficient by 2% as demonstrated on Acadience in Spring of 2024.

Action Steps

1. Provide an Instructional Coach to support teachers and paraprofessionals in Language Arts.
2. Provide reading interventionist to target goals in each classroom.
3. Provide Core Knowledge Language Arts program for students.

Expenditures

Salaries and benefits – **\$25,825.60**

CKLA Curriculum – **\$42,157.15**

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2023-2024 School Land Trust Plan

LLA Ogden Campus

Goal #1

2. Improve reading performance of students K-6 on Acadience by Spring 2024.

Academic Area

English/Language Arts

Measurements

Baseline data will be established in the Fall of 2023. Our goal will be to increase the number of students proficient by 2% as demonstrated on Acadience in Spring of 2024.

Action Steps

1. Provide an Instructional Coach to support teachers and paraprofessionals in Language Arts.
2. Provide reading interventionist to target goals in each classroom.
3. Provide Core Knowledge Language Arts program for students.

Expenditures

Salaries and benefits – **\$25,894.47**

CKLA Curriculum – **\$30,710.36**

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

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

**LLA Board of Director's Meeting
Monday, March 20, 2023**

Action Item: *LED Lighting Upgrade*

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:

Layton's lights need to be upgraded to LED to be more energy efficient. This change will bypass the ballast and gives the lights a longer lifespan. This only needs to be done at the Layton campus.

We followed the procurement process and received two bids. One from Butler General and the second from ETS. Butler General is the cheaper price so we be going with them.

Recommendation:

It is recommended that the Board approve the Layton Campus LED Lighting Upgrade not to exceed \$40,000.

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

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

Butler General Inc
Point load Construction
1627 W. Angels Way
Kaysville, UT. 84037

Contractors Invoice

WORK PERFORMED AT:

TO:

LLA Leyton

2675 No 100 W.

Leyton, UT 84041

DATE

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

- Bypass all ballasts on interior of school
Main + upper levels (all classrooms - storage rooms
gymnasium - kitchen etc.)
- Replace w/ T-8 bulbs led + T-5 in gym
- Replace all can lights at entry ways + bypass the
ballasts on the cans
- Replace emergency lights + bypass all ballasts
in the originals - put in bulb or battery
back up to replace the emergency that is there
- Includes all materials + labor
- Price includes RMP rebate up front
- Includes all accessory lifts + scaffolding to
complete the job.

Total

\$36,800⁰⁰

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____

Dollars (\$ _____).

This is a Partial Full invoice due and payable by: _____

Month

Day

Year

in accordance with our Agreement Proposal No. _____ Dated _____

Month

Day

Year

LLA Board of Director's Meeting Monday, March 20, 2023

Action Item: *Layton Campus Carpet Replacement Project*

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:

LLA Layton's carpet is the original one since it was opened. It is getting worn and needs to be replaced. We will do the 1st floor this year and the 2nd floor next year to prevent moving all the furniture at once. We also are going to do carpet tiles to be able to replace the carpet as we go instead of an entire room.

We followed the procurement process and received two bids. One from Adams Interiors and the second from Mike & Sterling's Floor America. Adams Interiors is much cheaper so we will be going with them. Their bid was \$61,507.

The second part to this project to this project is that we will need to have all the furniture on the first floor moved into the gym and then moved back to the proper places. We have received two bids for furniture moving. One from Butler General and the second from All My Sons Moving and Storage. Butler General was the cheaper of the two at \$10,400.

Recommendation:

It is recommended that the Board approve the Layton Campus Carpet Replacement Project not to exceed \$75,000.

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

ADAMS INTERIORS LLC
3223 S 930 W
SYRACUSE, UT 84075 US
(801) 773-5584
adamsintoffice@gmail.com



Estimate

ESTIMATE # 2217
DATE 02/16/2023

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

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

JOB/CUST
Main Floor Carpet Only

CONTACT
Mark Butler

ACTIVITY	QTY	RATE	TOTAL
FLOOR COVERINGS:CARPET:CARPET TILE existing carpet areas: Demo and Replace with Carpet Tiles and base all main floor	1	55,000.00	55,000.00
FLOOR COVERINGS:RUBBER WALL BASE Remove prep and replace rubber wall base in gym	1	1,007.00	1,007.00
FLOOR COVERINGS vestibules walk off carpet, and rubber base replacement	1	5,500.00	5,500.00

Note: DOES NOT include any furniture moving.
Includes standard floor prep, no extra's

TOTAL **\$61,507.00**

Accepted By

Accepted Date

Butler General Inc.
PointHead Construction
1627 W. Angels Way
Keyville, UT 84037

Contractors Invoice

WORK PERFORMED AT:

TO:

Lt Lt Layton
2675 No 100 W.
Layton UT 84041

DATE

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

- Remove all furniture, books, desks, chairs, tables, copiers, bridges- etc for carpet & flooring contractor & replace after carpet is laid

Total

\$10,400⁰⁰

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____

Dollars (\$ _____).

This is a Partial Full invoice due and payable by: _____
Month Day Year

in accordance with our Agreement Proposal No. _____ Dated _____
Month Day Year

LLA Board of Director's Meeting Monday, March 20, 2023

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:

The language arts curriculum that we have been using schoolwide is Amplify CKLA/ELA. 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 \$42,157.15 and Ogden Campus \$30,710.36). The board approved an 8-year subscription for the ELA (6th grade) subscription starting the 21-22 school year which includes consumables and teacher professional development.

This will curriculum is for the 23-24 school year but we are ordering it now toe nsure 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 purchase not to exceed \$75,000.

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

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



Price Quote

Amplify

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

Quote #: Q-218899-1
 Date: 3/15/2023
 Expires On: 4/14/2023

Customer Contact Information

Danee Gianchetta
 Leadership Learning Academies
 (801) 593-9552
 dgianchetta@llacharter.org

Amplify Contact Information

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

Layton

Kindergarten

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Edition GK Skills U6 Reader: Kit	48.00	\$4.36	\$209.28
CKLA 2nd Edition GK Skills U7 Reader: Seth	55.00	\$4.36	\$239.80
CKLA 2nd Edition GK Skills U8 Reader: Sam	33.00	\$4.36	\$143.88
CKLA 2nd Edition GK Skills U9 Reader: Zack And Ann	55.00	\$4.36	\$239.80
CKLA 2nd Edition GK Skills U10 Reader: Scott	33.00	\$4.36	\$143.88
CKLA 2nd Edition GK Skills & Knowledge ABs, All Units/Domains (1 of each)	110.00	\$38.00	\$4,180.00
CKLA 2nd Edition GK Skills Teacher Guide Set, All Units: 1-10 (1 of each)	2.00	\$1,300.00	\$2,600.00
CKLA 2nd Edition GK Knowledge Teacher Guide Set, All Domains: 1-12 (1 of each)	2.00	\$1,000.00	\$2,000.00
TOTAL			\$9,756.64

Grade 1

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Edition G1 Skills U1 Reader: Snap Shots	50.00	\$4.36	\$218.00
CKLA 2nd Edition G1 Skills U2 Reader: Gran	50.00	\$4.36	\$218.00
CKLA 2nd Edition G1 Skills U3 Reader: Fables	50.00	\$4.36	\$218.00
CKLA 2nd Edition G1 Skills U4 Reader: The Green Fern Zoo	47.00	\$4.36	\$204.92
CKLA 2nd Edition G1 Skills U5 Reader: Kate's Book	50.00	\$4.36	\$218.00
CKLA 2nd Edition G1 Skills U6 Reader: Grace	45.00	\$4.36	\$196.20
CKLA 2nd Edition G1 Skills U7 Reader: Kay And Martez	41.00	\$4.36	\$178.76

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Edition G1 Skills & Knowledge ABs, All Units/Domains (1 of each)	100.00	\$38.00	\$3,800.00
CKLA 2nd Edition G1 Skills Teacher Guide Set, All Units: 1-7 (1 of each)	2.00	\$1,100.00	\$2,200.00
CKLA 2nd Edition G1 Knowledge Teacher Guide Set, All Domains: 1-11 (1 of each)	2.00	\$1,000.00	\$2,000.00
TOTAL			\$9,451.88

Grade 2

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Edition G2 Skills U1 Reader: The Cat Bandit	48.00	\$4.36	\$209.28
CKLA 2nd Edition G2 Skills U2 Reader: Bedtime Tales	23.00	\$4.36	\$100.28
CKLA 2nd Edition G2 Skills U4 Reader: The Job Hunt	10.00	\$4.36	\$43.60
CKLA 2nd Edition G2 Skills U5 Reader: Sir Gus	14.00	\$4.36	\$61.04
CKLA 2nd Edition G2 Skills U6 Reader: The War Of 1812	12.00	\$4.36	\$52.32
CKLA 2nd Edition G2 Skills & Knowledge ABs, All Units/Domains (1 of each)	100.00	\$38.00	\$3,800.00
CKLA 2nd Edition G2 Skills Teacher Guide Set, All Units: 1-6 (1 of each)	2.00	\$1,000.00	\$2,000.00
CKLA 2nd Edition G2 Knowledge Teacher Guide Set, All Domains: 1-12 (1 of each)	2.00	\$1,000.00	\$2,000.00
TOTAL			\$8,266.52

Grade 3

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Edition G3 U1 Reader: Classic Tales	15.00	\$4.36	\$65.40
CKLA 2nd Edition G3 U2 Reader: Rattenborough's Guide To Animals	31.00	\$4.36	\$135.16
CKLA 2nd Edition G3 U3 Reader: How Does Your Body Work?	27.00	\$4.36	\$117.72
CKLA 2nd Edition G3 U4 Reader: Stories Of Ancient Rome	25.00	\$4.36	\$109.00
CKLA 2nd Edition G3 U5 Reader: Adventures In Light And Sound	28.00	\$4.36	\$122.08
CKLA 2nd Edition G3 U6 Reader: Gods, Giants And Dwarves	7.00	\$4.36	\$30.52
CKLA 2nd Edition G3 U8 Reader: Native American Stories	25.00	\$4.36	\$109.00
CKLA 2nd Edition G3 U9 Reader: The Age Of Exploration	26.00	\$4.36	\$113.36
CKLA 2nd Edition G3 U10 Reader: Living In Colonial America	25.00	\$4.36	\$109.00
CKLA 2nd Edition G3 U11 Reader: Introduction To Ecology	27.00	\$4.36	\$117.72
CKLA 2nd Edition G3 Activity Books, All Units (1 of each)	80.00	\$38.00	\$3,040.00
TOTAL			\$4,068.96

Grade 4

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Edition G4 U1 Reader: Personal Narratives	45.00	\$4.36	\$196.20
CKLA 2nd Edition G4 U2 Reader: Empires In The Middle Ages	39.00	\$4.36	\$170.04
CKLA 2nd Edition G4 U4 Reader: Eureka!	55.00	\$4.36	\$239.80
CKLA 2nd Edition G4 U5 Reader: Geology: The Changing Earth	53.00	\$4.36	\$231.08
CKLA 2nd Edition G4 U7 Reader: American Revolution: The Road To Independence	46.00	\$4.36	\$200.56
CKLA 2nd Edition G4 U8 Reader: Treasure Island	5.00	\$4.36	\$21.80
CKLA 2nd Edition G4 Activity Books, All Units (1 of each)	80.00	\$38.00	\$3,040.00
TOTAL			\$4,099.48

Grade 5

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Edition G5 U1 Reader: Personal Narratives	25.00	\$4.36	\$109.00
CKLA 2nd Edition G5 U2 Reader: Early American Civilization	25.00	\$4.36	\$109.00
CKLA G5 Reader: Adventures Of Don Quixote (trade book)	45.00	\$2.00	\$90.00
CKLA 2nd Edition G5 U5 Reader: Renaissance: Patrons, Artists, And Scholars	18.00	\$4.36	\$78.48
CKLA 2nd Edition G5 U6 Reader: Reformation: Shifts In Power	25.00	\$4.36	\$109.00
CKLA 2nd Edition G5 U7 Reader: A Midsummer Night's Dream	10.00	\$4.36	\$43.60
CKLA 2nd Edition G5 U8 Reader: Native Americans: A Changing Landscape	16.00	\$4.36	\$69.76
CKLA 2nd Edition G5 U9 Reader: The Badlands Sleuth	28.00	\$4.36	\$122.08
CKLA 2nd Edition G5 Activity Books, All Units (1 of each)	70.00	\$38.00	\$2,660.00
TOTAL			\$3,390.92

S&H

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	\$3,122.75	\$3,122.75

GRAND TOTAL**\$42,157.15****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: 07/01/2023 until 06/30/2024.
- 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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- 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 of 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 the 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 our website: amplify.com/ordering-support.**

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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>.

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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!

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-218907-1
 Date: 3/15/2023
 Expires On: 4/14/2023

Customer Contact Information

Danee Gianchetta
 Leadership Learning Academies
 (801) 593-9552
 dgianchetta@llacharter.org

Amplify Contact Information

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

Ogden

Kindergarten

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Edition GK Skills & Knowledge ABs, All Units/Domains (1 of each)	100.00	\$38.00	\$3,800.00
CKLA 2nd Edition GK Skills Teacher Guide Set, All Units: 1-10 (1 of each)	1.00	\$1,300.00	\$1,300.00
TOTAL			\$5,100.00

Grade 1

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Edition G1 Skills U1 Reader: Snap Shots	7.00	\$4.36	\$30.52
CKLA 2nd Edition G1 Skills U2 Reader: Gran	61.00	\$4.36	\$265.96
CKLA 2nd Edition G1 Skills U3 Reader: Fables	12.00	\$4.36	\$52.32
CKLA 2nd Edition G1 Skills U4 Reader: The Green Fern Zoo	26.00	\$4.36	\$113.36
CKLA 2nd Edition G1 Skills U5 Reader: Kate's Book	28.00	\$4.36	\$122.08
CKLA 2nd Edition G1 Skills U7 Reader: Kay And Martez	7.00	\$4.36	\$30.52
CKLA 2nd Edition G1 Skills & Knowledge ABs, All Units/Domains (1 of each)	90.00	\$38.00	\$3,420.00
CKLA 2nd Edition G1 Skills Teacher Guide Set, All Units: 1-7 (1 of each)	1.00	\$1,100.00	\$1,100.00
TOTAL			\$5,134.76

Grade 2

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Edition G2 Skills U2 Reader: Bedtime Tales	53.00	\$4.36	\$231.08
CKLA 2nd Edition G2 Skills U4 Reader: The Job Hunt	10.00	\$4.36	\$43.60

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Edition G2 Skills & Knowledge ABs, All Units/Domains (1 of each)	90.00	\$38.00	\$3,420.00
TOTAL			\$3,694.68

Grade 3

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Edition G3 U1 Reader: Classic Tales	40.00	\$4.36	\$174.40
CKLA 2nd Edition G3 U2 Reader: Rattenborough's Guide To Animals	29.00	\$4.36	\$126.44
CKLA 2nd Edition G3 U3 Reader: How Does Your Body Work?	32.00	\$4.36	\$139.52
CKLA 2nd Edition G3 U4 Reader: Stories Of Ancient Rome	39.00	\$4.36	\$170.04
CKLA 2nd Edition G3 U5 Reader: Adventures In Light And Sound	37.00	\$4.36	\$161.32
CKLA 2nd Edition G3 U6 Reader: Gods, Giants And Dwarves	34.00	\$4.36	\$148.24
CKLA 2nd Edition G3 U8 Reader: Native American Stories	35.00	\$4.36	\$152.60
CKLA 2nd Edition G3 U9 Reader: The Age Of Exploration	35.00	\$4.36	\$152.60
CKLA 2nd Edition G3 U10 Reader: Living In Colonial America	43.00	\$4.36	\$187.48
CKLA 2nd Edition G3 U11 Reader: Introduction To Ecology	60.00	\$4.36	\$261.60
CKLA 2nd Edition G3 U7 Reader: What's In Our Universe?	35.00	\$4.36	\$152.60
CKLA 2nd Edition G3 Activity Books, All Units (1 of each)	90.00	\$38.00	\$3,420.00
TOTAL			\$5,246.84

Grade 4

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Edition G4 U1 Reader: Personal Narratives	31.00	\$4.36	\$135.16
CKLA 2nd Edition G4 U2 Reader: Empires In The Middle Ages	46.00	\$4.36	\$200.56
CKLA 2nd Edition G4 U4 Reader: Eureka!	98.00	\$4.36	\$427.28
CKLA 2nd Edition G4 U5 Reader: Geology: The Changing Earth	90.00	\$4.36	\$392.40
CKLA 2nd Edition G4 U7 Reader: American Revolution: The Road To Independence	72.00	\$4.36	\$313.92
CKLA 2nd Edition G4 U8 Reader: Treasure Island	61.00	\$4.36	\$265.96
CKLA 2nd Edition G4 Activity Books, All Units (1 of each)	90.00	\$38.00	\$3,420.00
CKLA 2nd Edition G4 Teacher Guide Set, All Units: 1-8, Cursive Activity Book (1 of each)	1.00	\$700.00	\$700.00
TOTAL			\$5,855.28

Grade 5

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Edition G5 U1 Reader: Personal Narratives	36.00	\$4.36	\$156.96

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Edition G5 U2 Reader: Early American Civilization	21.00	\$4.36	\$91.56
CKLA G5 Reader: Adventures Of Don Quixote (trade book)	21.00	\$2.00	\$42.00
CKLA 2nd Edition G5 U5 Reader: Renaissance: Patrons, Artists, And Scholars	13.00	\$4.36	\$56.68
CKLA 2nd Edition G5 U6 Reader: Reformation: Shifts In Power	10.00	\$4.36	\$43.60
CKLA 2nd Edition G5 U7 Reader: A Midsummer Night's Dream	31.00	\$4.36	\$135.16
CKLA 2nd Edition G5 U8 Reader: Native Americans: A Changing Landscape	25.00	\$4.36	\$109.00
CKLA 2nd Edition G5 U9 Reader: The Badlands Sleuth	25.00	\$4.36	\$109.00
CKLA 2nd Edition G5 Activity Books, All Units (1 of each)	70.00	\$38.00	\$2,660.00
TOTAL			\$3,403.96

S&H

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	\$2,274.84	\$2,274.84

GRAND TOTAL **\$30,710.36**

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: 07/01/2023 until 06/30/2024.
- 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. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. 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 or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to 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:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

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 of 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 the 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 our website: amplify.com/ordering-support.**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at 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>).

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.

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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!

Amplify Education, Inc. - Confidential Information

LLA Board of Director's Meeting Monday, March 20, 2023

Action Item: *LEA-Specific Educator License(s)*

Issue:

The School's administration is requesting the following be a candidate for an LEA-specific license:

- Tavilyn Bingham – Elementary License (Layton)
- Daniel Blaisdell – Elementary License (Ogden)

Background:

Under the School's LEA-Specific Educator License Policy, the School's administration proposes to the Board of Directors individuals the administration feels are good candidates for an LEA-specific educator license. An LEA-specific educator license is a temporary license that teachers may teach under while they are in the process of completing the requirements for an associate or professional license. An LEA-specific educator license can be valid for one, two, or three years.

The School's administration has followed the processes and considered the criteria outlined in the Policy with respect to proposing the candidate named above to the Board candidates, including vetting and interviewing the candidate. The School's administration has also provided the Board with an explanation and rationale for requesting an LEA-specific educator license for the candidate. The administration's explanation and rationale for requesting an LEA-specific educator license for the candidate includes: the individual has been trained in LLA's teaching model, has experience in classrooms, and will continue to receive training and mentoring while enrolling in a program to receive their professional and/or associate license.

The Board believes that it is appropriate under the policy to approve the administration's request for an LEA-specific educator license for the candidate named above.

Recommendation:

It is recommended that the Board approve the request for an LEA-specific educator license for Tavilyn Bingham and Daniel Blaisdell both for an elementary license and a period of three years.

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

SY22-23 LEA-S(pecific) Requests												
LEA (District or Charter) Name	Date LEA's Board Met	CACTUS ID	Last Name	First Name	Years Approved (1, 2, 3)	Is this a RENEWAL Request from SY21-22? (Y/N)	License Area 1	Rational/Motions	Is Educator's Assignment in CACTUS? (Y/N)	Has LEA Specific tab in CACTUS been completed? (Y/N)	Does Educator Have a current BACKGROUND check? (Y/N)	Does Educator Have a current ETHICS check? (Y/N)
Granite SD	1/5/21	999999	Example	Educator	3	N	Secondary	Educator is enrolling in EPP Fall 2021	Y	Y	Y	Y
Leadership Learning Academy Layton	3/20/23	790751	Bingham	Tavilyn	3	N	Elementary	Educator is enrolling in the APPEL program.	Y		Y	Y
Leadership Learning Academy - Ogden	3/20/23	788288	Blaisdell	Daniel	3	N	Elementary	Educator will be licensed as soon as he passes all Praxis tests.	Y		Y	Y

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

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

**LLA Board of Director's Meeting
Monday, March 20, 2023**

Action Item: *Proper Use of Public Funds and Assets Policy*

Issue:

Adopting a Proper Use of Public Funds and Assets Policy.

Background:

USBE rule R277-417 explains what LEAs can and cannot do with respect to providing enrollment incentives to students, including rules LEAs must follow when providing equipment (for example, laptops or tablets) to students. R277-417 provides that if an LEA provides such equipment to students, the equipment remains the property of the LEA and the LEA must have a corresponding policy.

The proposed Proper Use of Public Funds and Assets Policy is consistent with the rule and adds that parents/guardians of students who damage school equipment may be financially responsible for the cost of repair or replacement.

Recommendation:

It is recommended that the Board approve the Proper Use of Public Funds and Assets Policy.

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Proper Use of Public Funds & Assets Policy



PURPOSE

The purpose of this policy is to establish that Leadership Learning Academy (the “School”) will not misuse its public funds or assets to try to persuade students to enroll in the School or participate in any of the School’s programs.

POLICY

The School shall comply with Utah Administrative Code Rule R277-417 regarding providing incentives, disbursements, or equipment to its students or potential students.

The School may use public funds to provide its students with equipment as set forth in R277-417. However, if the School or a third-party provider of the School purchases equipment and provides the equipment to a student or a student’s parent or guardian, the equipment remains the property of the School. Upon receipt of such equipment, the student and the student’s parent or guardian shall take reasonable precautions to protect the equipment. If the equipment is damaged or lost while under the care of the student or the student’s parent or guardian, they may be financially responsible for the cost of repair or replacement.

The School shall use, manage, and dispose of equipment and other assets in accordance with applicable law and rule.

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

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

**LLA Board of Director's Meeting
Monday, March 20, 2023**

Action Item: *Reuse & Disposal of Textbooks Policy*

Issue:

Adopting a Reuse and Disposal of Textbooks Policy.

Background:

By law (Utah Code § 53G-7-606) and USBE rule (R277-433), LEAs are prohibited from disposing of textbooks without first notifying all other LEAs in the state of the LEA's intent to dispose of the textbooks. This does not apply, however, if the textbooks have been damaged, mutilated, or worn out. R277-433 requires all LEAs to have a policy regarding this subject.

The proposed Reuse and Disposal of Textbooks Policy and its accompanying procedures track the law and rule.

Recommendation:

It is recommended that the Board approve the Reuse and Disposal of Textbooks Policy.

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

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

Leadership Learning Academy Reuse & Disposal of Textbooks Policy



PURPOSE

The purpose of this policy is to help ensure Leadership Learning Academy (the “School”) disposes of its textbooks properly and in accordance with Utah Code § 53G-7-606 and Utah Administrative Code Rule R277-433.

DEFINITIONS

For purposes of this policy, “textbook” has the same meaning as described in Utah Code § 53G-7-601 and R277-433.

POLICY

The School shall select and purchase textbooks in accordance with School policy and applicable law. The Lead Director or his/her designee is responsible for determining how long the School will use or reuse its textbooks and when and how the School will dispose of its textbooks.

The School shall not dispose of textbooks without first notifying all other LEAs in the state of the School’s intent to dispose of the textbooks. However, this requirement does not apply to textbooks that have been damaged, mutilated, or worn out.

The Lead Director shall establish administrative procedures regarding the various ways in which the School may dispose of textbooks and how the School may provide the required notification to all other LEAs in the state before disposing of textbooks.

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Reuse & Disposal of Textbooks Administrative Procedures

These procedures are established pursuant to the Reuse and Disposal of Textbooks Policy established by the School's Board of Directors.

Textbook Disposal

The School's Lead Director or his/her designee is authorized to determine when the School will no longer use certain textbooks. The reasons for deciding that the School will no longer use certain textbooks may be varied, including that the textbooks are outdated, have inaccurate, inappropriate, or insufficient content, and/or are in poor physical condition.

After the School's Lead Director or his/her designee determines that the School is no longer going to use certain textbooks, the School may dispose of the textbooks, subject to the notification requirements below. Textbooks may be disposed of in a variety of ways. For example, the School may donate, recycle, sell, exchange, or even throw away textbooks, as appropriate. However, whenever practical and when textbooks still have market value, the School shall attempt to sell or negotiate the exchange of the textbooks before donating, recycling, or throwing them away.

Required Notification

Prior to disposing of textbooks, the School shall notify all other LEAs in the state of the School's intent to dispose of the textbooks. The School may provide this notification by any reasonable method, including, for example, by a mass email to all other LEAs in the state or by providing the notification to the Utah State Board of Education ("USBE") who will then provide the notification to all other LEAs (such as through USBE emails to LEA curriculum directors). The notification shall describe how long the textbooks may be available and the general timeline for their disposal.

The notification requirement described above does not apply when textbooks have been damaged, mutilated, or worn out. The School may dispose of such textbooks without providing any prior notification to other LEAs.

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**LLA Board of Director's Meeting
Monday, March 20, 2023**

Action Item: *Selection & Purchase of Instructional Materials Policy*

Issue:

The School is required to adopt a policy concerning the selection and purchase of instructional materials.

Background:

All LEAs are required to have a policy on the selection and purchase of instructional materials. This policy explains what instructional materials are as well as provides a list of qualities that instructional materials must possess in order to be used at the School. The policy also outlines the process the School will go through to select/adopt instructional materials, including but not limited to establishing an instructional materials committee and following any existing School purchasing policies.

Recommendation:

It is recommended that the Board approve the Selection and Purchase of Instructional Materials Policy.

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

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

Leadership Learning Academy Selection & Purchase of Instructional Materials Policy



PURPOSE

The purpose of this policy is to establish the parameters by which Leadership Learning Academy (the “School”) will select and purchase instructional materials.

POLICY

The School shall comply with the requirements of Utah law regarding the selection and purchase of instructional materials, including but not limited to Utah Administrative Code R277-469.

The School’s purpose in managing the selection and purchase of instructional materials is to implement, enrich, and support the School’s educational program. Instructional materials are part of an instructional system that includes curricula, professional learning, educator evaluation, and student assessment which should be aligned with one another and support the educational process. Instructional materials are the resources used by educators to promote student learning. These materials may be commercially available or School-created and include intervention, digital, print, audiovisual, or other types of materials, whether in the form of textbooks, workbooks, computer software, online or internet courses, CDs or DVDs, or other forms of communication media.

Instructional materials should contribute to the intellectual development and positive character of students. These materials should be:

- (a) in alignment with the School’s educational mission and philosophy and Utah Core standards;
- (b) of high quality, research-based, and proven to be effective in supporting student learning;
- (c) objective and provide balanced viewpoint of issues;
- (d) accurate and factual;
- (e) reflective of the pluralistic character and culture of the American people and accurate in the representation of diverse ethnic groups;
- (f) free from sexual, ethnic, age, gender, or disability bias and stereotyping;
- (g) appropriate to varying levels of learning;
- (h) age appropriate; and
- (i) compatible with School technology systems, of high technical quality, and easy to use.

Instructional materials should not be “sensitive materials” as that term is defined in Utah Code § 53G-10-103.

Instructional Materials Adoption

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

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The School's Lead Director shall implement practices governing the selection and adoption of instructional materials that provide for:

- (a) establishment of an instructional materials committee to make recommendations regarding the identification and selection of instructional materials consistent with the standards set forth in this policy;
- (b) review of Utah State Board of Education recommended instructional materials (RIMs) and identification of the instructional materials most appropriate for use in the School;
- (c) identification of funding for the adoption process, implementation, and professional development costs;
- (d) seeking to ensure efficiency and price advantage in the purchasing process of the instructional materials; and
- (e) following of any applicable policies or procedures for the purchase, reuse, or disposal of instructional materials.

Selection of Additional Supplemental and Transitory Materials

Any additional supplemental and transitory material that an educator may select to augment their lessons shall be reviewed in its entirety by the educator prior to use in the classroom, to ensure the material meets criteria established in this policy.

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**LLA Board of Director's Meeting
Monday, March 20, 2023**

Action Item: *Student Transportation Policy*

Issue:

The School is required to adopt a policy addressing school buses and student transportation.

Background:

R277-601 requires LEAs to have a policy on school buses even if, according to the USBE, an LEA doesn't own or operate school buses. This policy explains that the School does not own or operate School buses and that parents/guardians are responsible for the transportation of their students to and from school each day. This policy also addresses how the School handles transportation of students to and from such things such as field trips and extracurricular activities and sets forth the applicable rules and standards related to such transportation.

Recommendation:

It is recommended that the Board approve the Student Transportation Policy.

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

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

Leadership Learning Academy Student Transportation Policy



PURPOSE

The purpose of this policy is to address how student transportation is handled at Leadership Learning Academy (the “School”). It is also to establish rules and requirements related to student transportation to help ensure student safety.

The School intends for this policy to satisfy the policy requirements of Utah Administrative Code Rule R277-601.

POLICY

No School Buses

The state does not provide the School (or any other Utah charter school) with any state transportation funding. As a result of this, and as a result of having a student population that often resides throughout multiple cities and/or counties in the state, the School does not own or operate school buses and does not provide transportation for students to or from School, except where required by law. Parents or guardians are responsible for the transportation of their students to and from the School each day.

Student Transportation for School Activities

The School may provide transportation for students in charter buses or through public transportation in connection with field trips, extracurricular activities, or other School-sponsored activities. Any charter bus company selected by the School to transport students shall meet or exceed industry safety requirements and provide reliable and professional transportation services.

[Optional – The School may also provide student transportation for School activities through private or rental vehicles driven by School employees or volunteers who have been approved by the School’s Lead Director. The School’s Lead Director shall establish the necessary qualifications for such drivers and other requirements that must be met prior to using private or rental vehicles to transport students.]

The School shall inform parents and guardians when it intends to provide student transportation in connection with School activities and shall give parents the opportunity to consent to such transportation. A student’s parent or guardian must provide consent in order for their student to be transported to and/or from School activities as described in this section.

Charter bus operators and, to the extent practicable, other vehicle drivers approved by the School to transport students to and/or from School activities, shall adhere to the applicable standards in R277-601-3. The School shall enforce the applicable standards as required by the rule.

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

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

LLA Board of Director's Meeting Monday, March 20, 2023

Action Item: *Supervision of Students at School-Sponsored Activities Policy*

Issue:

The School is required to adopt a policy regarding supervision of students at School-sponsored activities.

Background:

USB E rule R277-605 requires that school coaches and designated school leaders supervise students (on their team, in their club, etc.) at all times while on school-sponsored activities and for as long as their students are on school grounds following school-sponsored activities, subject to the school's policy. This policy explains these supervisory responsibilities, but also states that parents/guardians are responsible to pick up their children promptly after school-sponsored activities or make arrangements for someone else to pick up their child promptly after the activities. This policy also spells out the process school coaches and leaders will follow if parents/guardians are 15 or more minutes late to pick up their children, including calling parents/guardians, emergency contacts, or, if neither parents/guardians or emergency contacts can be reached, calling DCFS.

Recommendation:

It is recommended that the Board approve the Supervision of Students at School-Sponsored Activities Policy.

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

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

Leadership Learning Academy Supervision of Students at School- Sponsored Activities Policy



PURPOSE

The purpose of this policy is to outline the supervisory responsibilities of Leadership Learning Academy (the “School”) coaches and other designated School leaders (e.g., advisors, assistants, activity leaders, etc.) in connection with School-sponsored activities. Another purpose is to provide standards of behavior and conduct that such School coaches and designated leaders must follow.

POLICY

The School, School coaches, and other designated School leaders shall comply with Utah Administrative Code Rule R277-605.

Supervision of Students

School coaches and other designated School leaders shall diligently supervise the students under their care or control at all times while on School-sponsored activities, including but not limited to supervising such students:

- (a) on the field or court, or at other competition or performance or activity sites;
- (b) in locker rooms (as appropriate), seating areas, eating establishments, and lodging facilities; and
- (c) while traveling.

School coaches and other designated School leaders are responsible for a student who is under their care or control for as long as a student remains on School grounds following a School-sponsored activity, subject to the following:

- (a) After a School-sponsored activity on School grounds is over, parents/guardians are responsible to pick up their child promptly after the activity or make arrangements for someone else to pick up their child promptly after the activity; and
- (b) If a child has not been picked up within [15] minutes of the School-sponsored activity ending, School coaches or other designated School leaders will contact the student’s parent/guardian by telephone. If the student’s parent/guardian cannot be reached by telephone, School coaches or other designated School leaders will contact, by telephone, the emergency contact(s), if any, designated by the student’s parents/guardians. If neither the parent/guardian nor an emergency contact can be reached or are able to pick up the student in a timely manner, School coaches or other designated School leaders may contact the police or the Division of Child and Family Services (DCFS) to report the situation.

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If parents/guardians experience an emergency that causes them to run late or to be unable to have their child picked up within [15] minutes of a School-sponsored activity ending, they should notify the School coach or other designated School leader as soon as possible.

Behavior and Conduct

School coaches and other designated School leaders shall be exemplary role models to students and shall not use alcoholic beverages, tobacco, controlled substances, or participate in promiscuous sexual relationships while on School-sponsored activities. School coaches and other designated School leaders shall act in a manner consistent with Utah Code § 53G-8-209 and shall not:

- (a) use foul, abusive, or profane language while engaged in School-related activities;
or
- (b) permit hazing, demeaning, or assaultive behavior, whether consensual or not, including behavior involving physical violence, restraint, improper touching, or inappropriate exposure of body parts not normally exposed in public settings, forced ingestion of any substance, or any act which would constitute a crime against a person or public order Utah law.

School coaches and other designated School leaders shall abide by the rules pertaining to athletic and activity clinics set forth in R277-605-5. School coaches shall satisfy all of the training requirements listed in R277-605-6, and the School shall maintain verification of the coaches' compliance with the training requirements.

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