CHARTER SCHOOL AGREEMENT

Pursuant to Utah Code 53A-1a-505, the State Charter School Board (herein after referred to as the Board), grants the Governing Board of _____ a charter to operate a public charter school (hereinafter referred to as the School).

The Board has reviewed the application submitted by the Governing Board and has approved it, subject to adherence to all requirements set forth in this agreement and in state law and board rule.

1. RECITALS

WHEREAS The People of Utah, through their constitution, have provided that schools and the means of education shall forever be encouraged, and have authorized the legislature to maintain and support a system of free public elementary and secondary schools.

WHEREAS The Utah legislature has authorized a new form of public school designated a public charter school to be created to serve the educational needs of pupils and has provided that pupils attending these schools shall be eligible for support from the Minimum School Program Act.

WHEREAS All public schools are subject to the leadership and general supervision of the State Board of Education.

WHEREAS The legislature has delegated to the Board, governing boards of local education agencies, and board of trustees of a higher education institution the responsibility for authorizing the establishment of public charter schools.

WHEREAS The Board is an authorizing body empowered to voluntarily issue contracts to organize public charter schools.

BE IT RESOLVED, That the following chartering policies are adopted.

a. Recognizing that public charter school board members are public officials and have primary responsibility for the school's governance and operation, a school's board of directors shall be appropriately constituted according to the law.

b. To ensure that public charter schools are open and accessible to all interested parties, each school must legally notice and reasonably inform the public of its application period and enrollment procedures consistent with Utah Code and State Board rule.

c. Believing competitive comparisons and benchmarking information are necessary for raising standards and driving continuous improvement, the charter schools office shall ensure that each Charter School Agreement contains clear, measurable performance standards.

d. To assess the academic and operational performance of public charter schools, charter schools shall meet the required minimum standards identified, as well as meet all entity

determined targets outlined in this agreement. Regular review of the minimum standards and entity determined targets should serve as an early warning system for governing boards and may be used by the State Charter School Board when evaluating a charter school.

e. Charter Schools may request technical assistance from the Board in any area, including curriculum matters and financial concerns. In no event is the Utah State Office of Education (USOE), the State Board of Education (SBE), or the Board responsible for any financial or technical support other than the funding and technical assistance as expressly required by law. And in no event is the USOE, SBE, or the Board responsible for the outcome of any decisions the school makes based on such assistance.

f. The Board Chair or Chair's designee is authorized to develop and implement additional policies necessary for administering Utah's charter schools program.

Indicator – Board performance & stewardship		
Measure	**Metric**	**Minimum Standard**
Ethical conduct	Number of board violations of statute, State Board rule, or charter agreement	No violations of statute, State Board rule, or charter agreement

Indicator – Board performance & stewardship		
Measure	**Metric**	**Board Goal**
Board member development	Percentage of board passing all available board training modules on the State Charter School Board website	
Regulatory and reporting compliance	Percentage of all required reports that are submitted to state agency complete, accurate, and on time	
Regulatory and reporting compliance	Articles of Incorporation, Board Bylaws, and Charter are all in agreement and the school's Charter is not changed without proper amendment from chartering entity	

2. ESTABLISHMENT OF THE SCHOOL

a. Application/Agreement-Binding

The entire application is fully incorporated in this agreement, and all representations and conditions contained in the agreement are binding on the Governing Board.

b. Compliance with Other Laws

The Governing Board shall comply with all applicable federal laws and regulations, including, but not limited to, such laws and regulations governing employment, environment, disabilities, civil rights, children with special needs, transportation, and student records as applicable. The Governing Board shall also comply with all applicable health and safety laws and regulations, whether federal, state, or local. Neither the Board nor the local board of education assumes the duty to oversee the operations of the School except as may otherwise be provided by law or separate contract. The Board shall monitor the School for compliance with applicable laws and rules. Failure to comply with applicable laws and rules may result in termination of the charter.

c. Transportation

Neither the local board of education, School Governing Board, Board nor the SBE is responsible for student transportation except as required in a student IEP. Parents of a student at the School shall be notified of this provision.

d. Facilities

i. The school must be located within the approved municipality. Prior to commencing operation of the School, the Governing Board shall provide to the USOE a description of the facility, the financing for the facility, and evidence from local government inspection authorities that the School's facilities are currently safe (e.g., state or local Health and Fire Department inspection certificates) consistent with R277-471. The School shall not be allowed to operate unless and until all health and safety certificates are current.

ii. Requests for the School to change its municipality or district from that set out in its initial agreement shall be submitted to the Board. This provision will be reviewed and is subject to negotiation and amendment by the Board.

3. OPERATION OF THE SCHOOL

The School shall at all times be operated by the Governing Board of the School in accordance with state and federal law, and State Board rule.

a. Enrollment

i. Admission and enrollment of students shall be as prescribed by state and federal law, and State Board rule. Admission is not limited based on ethnicity, national origin, religion, gender, income level, disabling condition, proficiency in the English language, or athletic ability. Failure to adhere to the requirements of random selection, under state and federal requirements for lottery selection, may be grounds for termination of this charter.

ii. The School shall report information on student enrollment as required by the Board through state and federal law, and State Board rule. When a student withdraws from the School, the School shall notify the local board of education responsible for the attendance area in which the student resides within 10 days of the withdrawal so that the local board of education may fulfill its legal obligation to verify the student's compliance with compulsory attendance laws.

iii. Requests for the School to change its enrollment and grade configuration from that set out in its initial agreement shall be submitted to the Board. This provision will be reviewed and is subject to negotiation and amendment by the Board.

iv. Failure to enroll the authorized number of students within three years of approval, including growth plan, may result in the school being required to remand extra students for reallocation by the Board upon request.

v. The School is obligated to provide free and appropriate education and related services to students with disabilities. The School may not send students with disabilities back to resident districts because the School lacks services, nor may the School 'counsel students' out of the School.

Indicator - Student attendance and reenrollment		
Measure	**Metric**	**Board Goal**
Student attendance rate	Percentage of students attending target number of days (167 school days)	
Within year enrollment rate	Percentage of students continuously enrolled throughout the year	
Year-to-year reenrollment rate	Percentage of students re-enrolled from one year to the next (Fall Enrollment year 1 →Fall Enrollment year 2)	
Continuous reenrollment rate	Percentage of students continuously enrolled for all available years (Fall Enrollment year 1 → Fall Enrollment year X)	

b. Records

i. *Access.* Subject to state and federal laws, the SBE, its agents, and the State Auditor's Office shall have the right to examine and copy complete records, reports, documents, and files relating to the operation of the School, or any activity, program, or student of the School.

ii. *Public Records Law*. The Governing Board and School are subject to the Government Records Access and Management Act. This provision is effective upon the Board's final approval of the Governing Board's Application.

iii. *Student Records*. The School is subject to all the provisions of the federal Family Educational Rights and Privacy Act, U.S.C. 20 § 1232g. In the event the School closes, it shall transmit all official student records as prescribed by the Board.

c. Student Discipline

i. The School agrees to and shall comply with all state and federal law, and State Board rule, except as otherwise provided by law.

ii. The School shall comply with state and federal law, and State Board rule governing discipline of children with disabilities, including compliance with 20 U.S.C. Sec. 1400 et. seq. and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Sec. 706(8).

iii. The School shall comply with state and federal due process requirements both in notifying parents and students of conduct for which they may be suspended or expelled and in providing notice and hearing opportunities to students being recommended for exclusion from the School. If the School suspends a student with special needs, it shall continue to provide to the student with all continuing education services to the extent mandated by state and federal law, and State Board rule.

d. Instruction

i. As prescribed by State Board rule, the School shall provide a minimum of 180 days and 990 hours of instruction (grades two through 12), a minimum of 180 days and 810 hours of instruction (grade one), and a minimum of 180 days and 450 hours of instruction (grade K).

ii. The School shall employ the use of the Utah State Core Curriculum as the foundation for the instructional program for the School and will not conduct a program of instruction until such time as adequate equipment and materials are available and conditions are adequate to provide for the economical operation of the school with an adequate learning environment.

e. Assessments

i. At the beginning of every school year and prior to administering any state assessment, the School will review the State Ethics Policy with all teachers. School test proctors are then responsible to read and sign the *Standard Test Administration and Testing Ethics Policy for Utah Educators* brochure and document. The signed document must be kept on file at the School.

ii. The School will administer all state mandated tests in the grade levels required by law and State Board rule as a fundamental part of the overall assessment program for the school. Administration of each state assessment will follow all ethical testing procedures including a secure testing site as defined in the *Standard Test Administration and Testing Ethics Policy for Utah Educators.*

iii. The School will administer all required assessments in a secure and standardized manner and have a process in place to administer tests via the computer as required. All test administrations will follow the protocol for submission of school files, ordering and administration of the test in the testing windows for each assessment. Virtual schools are responsible to secure approved sites where state assessments can be administered and proctored.

Indicator - Student achievement level		
Measure	**Metric**	**Board Goal**
Progress score on UPASS	Attainment of minimum status composite score (school wide) on UPASS	
High school graduation rate	Percentage of students graduating high school calculated using Utah's graduation rate formula	
College entrance exam composite and subtest measures	Percentage of students reaching score predictive of college success by disaggregated groups	
College entrance exam composite and subtest measures	Median score by disaggregated groups	
Proficiency levels on state assessments by subject	Percentage of students scoring at proficiency on CRT, by subject, by disaggregated groups	
Proficiency levels on reading	Proficiency score on DIEBELS Next (3rd grade)	
Proficiency levels on math	Percentage of students scoring minimum math proficiency (6th grade)	

f. Open Meetings: Public Records

The Governing Board agrees to be subject to the Utah Open and Public Meetings Act. This provision is effective upon the Board's final approval of the Governing Board's Application.

g. Board and School Transparency

The Board agrees to have on its website: an electronic copy of the school's approved charter, signed charter agreement, board bylaws, and articles of incorporation; the board's governance structure, including names, qualifications, and individual contact information for all governing board members; the school's student policy manual and annual school calendar; evidence of

how the school performed compared to its school performance measures in its approved charter and charter agreement; and timelines and processes for new student application and registration, as well as timelines and processes for students transferring from the charter school to another school.

h. Agreements with Education Service Providers (ESPs)

This charter shall not preclude the Governing Board from entering into any agreement with a local board of education or other education service provider, provided that such agreements do not supersede or override any provision of this agreement.

4. PERSONNEL

The School will not discriminate in program benefits, participation, employment, or treatment on the basis of race, color, religion or national origin, and will comply with the provisions of Title IX of the Education Amendments of 1972 prohibiting discrimination on the basis of gender.

a. Licensed Employees

i. All employees who hold professional licenses issued by SBE are subject to the rules applicable to licensed professionals, and their licenses may be revoked based on any of the grounds consistent with state and federal law, and State Board rule. In addition, School personnel are subject to mandatory child abuse reporting consistent with state law.

ii. The Governing Board shall report, as required by the SBE, the total number of teachers and the total number of teachers who hold valid licenses who are employed to teach at the School, as well as information regarding assignments and endorsements. All teachers must hold a valid Utah Professional Educator License or meet the SBE requirements for alternative licensing routes or Board authorization consistent with state law and State Board rule.

iii. The Governing Board understands and agrees that it shall not employ in any capacity, or accept voluntary services from, any individual whose certificate or license has been suspended or revoked by the SBE or any other licensing board or agency on the grounds of unethical or immoral behavior, including improper sexual or physical conduct with children or students. Violation of this provision shall result in immediate revocation of the charter.

Indicator – Board performance & stewardship		
Measure	**Metric**	**Minimum Standard**
Regulatory and reporting compliance	Percentage of teachers properly licensed and endorsed for teaching assignment	All teachers properly licensed and endorsed for teaching assignments in CACTUS

b. Criminal Background Checks

The Governing Board agrees to conduct thorough background checks on all of its employees and volunteers who shall have significant unsupervised contact with students, consistent with state law. In addition, the Board or SBE may conduct criminal history checks on any School personnel or director or Governing Board member when it is deemed necessary to protect the financial integrity of the School or the health and safety of students or employees. Refusal by any individual to submit to a fingerprint check is grounds for termination of employment and/or revocation of the charter. The Board may consider the refusal of an individual to submit to a fingerprint check in determining whether:

i. To grant final approval of the charter agreement.
ii. To recommend to the Governing Board that the individual be denied employment.
iii. To revoke the charter of the Governing Board.

Indicator – Board performance & stewardship		
Measure	**Metric**	**Minimum Standard**
Regulatory and reporting compliance	Percentage of employees and board members with completed criminal background checks	All employees and board members have criminal background check on file

5. SCHOOL FINANCIAL MATTERS

a. Financial and Governance Warnings

This charter incorporates by reference, all applicable federal and state laws and regulations and State Board rules unless specifically waived. A copy of the State Board rules may be obtained at the following locations:

Website: http://www.rules.utah.gov/publicat/code/r277/r277.htm
Mail: Utah State Office of Education
250 East 500 South
P.O. Box 144200
Salt Lake City, UT 84114-4200

b. Fiscal Management

i. The Governing Board shall comply with the same financial audits, audit procedures and audit requirements of school districts. The program, financial, and compliance audits may be conducted by the chartering entity or the Legislative Auditors Office. The Governing Board shall maintain the financial records of the School pursuant of the governing authority and the State Auditor's Office.

ii. Generally accepted standards of fiscal management are those fiscal practices which result in a school's continued ability to meet the measures, metrics, and targets found in the performance standards below, or more restrictive performance standards imposed in a trust agreement with external entities involved in facilities finance; provisions stated below will be considered binding in the absence of more restrictive covenants entered into by the school as a result of trust obligations. Generally accepted standards of fiscal management will include but are not limited to practices outlined in statutes pertaining to the management of school district budgets (U.C.A. §53A-19).

Indicator – Financial performance and sustainability		
Measure	**Metric**	**Minimum Standard**
Audit findings or recommendations	Number of material findings, financial condition findings, or repeated significant findings	No unresolved material findings, financial condition findings, or significant findings
Current assets to total annual operating expenses	Current Assets ÷ (Total Annual Operating Expenses ÷ 365)	30 days cash on hand or cash reserve as required by bond covenants, whichever is greater

Indicator – Financial performance and sustainability		
Measure	**Metric**	**Board Goal**
Current ratio	Current Assets ÷ Current Liabilities	
Debt ratio	Total Liabilities ÷ Total Assets	
Occupancy costs	Facility Costs ÷ Total Operating Revenues	
Maintain applicable bond covenants	No Default Certification, Audited Financial Statements	
Current assets to total annual operating expenses	Current Assets ÷ (Total Annual Operating Expenses ÷ 365)	
Adherence to Budget	(Budgeted expenditure - Expenditure) / Budgeted expenditure	

c. Insurance and Bonding

i. The Governing Board shall obtain and maintain insurance at a minimum in the following amounts:

1) General liability of two million dollars ($2,000,000), and five hundred thousand dollars ($500,000) per occurrence;
2) Employee dishonesty bond;
3) Workers' compensation: as specified by federal law;
4) Comprehensive/collision consistent with cash values of vehicles;
5) Liability insurance specific to the Governing Board's financial officer or treasurer or business administrator consistent with coverage designated in State Board rule

ii. The provisions of Paragraph i. shall not preclude any School from obtaining liability insurance coverage in addition to or in excess of the requirements stated in this section.

iii. Written proof and copies of required insurance policies shall be provided to the Board at least 90 days prior to the opening of school. The policies shall be maintained by the Board with the agreement. The Governing Board shall provide the Board with a certificate of insurance annually.

d. Procurement

Charter schools are subject to the Utah Procurement Code to the same extent as local boards of education are.

6. FACILITIES

i. State Board rule requires a Local Charter School Board Building Officer (CSBBO) to be appointed by the Governing Boards. Governing Boards shall appoint a CSBBO who has direct administrative and operational control of all construction, renovation, and inspection of School facilities, and shall provide in writing the name of the CSBBO to the USOE.

ii. The CSBBO is responsible for coordinating with local municipalities and counties and the USOE to ensure that the appropriate documents are filed in a timely manner for all construction projects, as outlined in the School Construction Inspection Resource Manual.

iii. The Board may delay the opening of the School or terminate the School's charter on any of the following grounds:

1) Failure to provide evidence of groundbreaking before January 1 of the intended opening year of the School
2) Failure to submit any lease, lease-purchase agreement, or other contract or agreement relating to the charter school's facilities or financing the charter school

facilities to the Board for review and advice prior to the charter school entering into the lease, agreement, or contract

3) Failure to submit monthly construction and facility progress reports or failure to submit required documents in a timely manner to the USOE
4) Failure to attend orientation and training sessions designated by the Board
5) Failure to meet certain benchmark dates deemed critical by the Board

iv. If the Governing Board subsequently makes substantial changes in its facility or desires to relocate to another facility, the Board shall receive written request of changes or relocation in a timely manner, including a timeline for land or facility acquisition, facility completion, and starting date at new location.

7. CHARTER REVIEW

a. Review Process

The charter school review process will be guided by the following core questions:

- Is the School's academic quality successful?
- Is the School's organizational quality viable?
- Is the School demonstrating good faith in following the terms of its charter and applicable law?

School writes charter specific measures, metrics, and targets relating to how the school will measure if it is upholding its mission and purpose

Indicator – Upholding mission and purpose		
Measure	**Metric**	**Board Goal**

b. Termination of Charter

i. *Grounds*: The Board may terminate this charter on any of the following grounds:
   1) Failure of the Governing Board or School to meet the requirements stated in the charter.
   2) Failure of the Governing Board to meet generally accepted standards of fiscal management.
   3) Violation of law, regulation, or State Board rule.
   4) Material violation of any of the conditions, standards, or procedures set forth in this agreement.
   5) Failure to meet the requirements for student performance under state or federal law.
   6) Failure to attend orientation and training sessions designated by the Board.
   7) Other good causes shown.

The Governing Board may terminate this charter agreement after the end of the spring semester and prior to the beginning of the fall semester with or without cause.

ii. *Procedures*: A charter that is terminated by the Governing Board shall be terminated consistent with state law and State Board rule. A charter that is terminated by the Governing Board shall be terminated in a manner consistent with the provisions of this agreement upon the effective date communicated in a written notice provided by the Governing Board to the Board regarding its intention to terminate the charter. The Board must receive such notice at least 60 days prior to the beginning of the fall semester.

c. Property Ownership

Following the termination of a charter agreement and after the settlement of outstanding obligation, there is a presumption that the property of a School shall revert to the Board. A School may defeat the presumption of Board ownership with documentation that the School purchased the property with private funding, and may be requested to provide documentation that the School or its founders or directors were never reimbursed from public funds.

8. OPERATION OF THE CONTRACT

a. Commencement

This agreement begins with the school year that commences immediately following or coincident with the date of this agreement. This agreement shall be automatically renewed at the end of each school year beginning thereafter, unless it is terminated by either the Board or the Governing Board.

b. Indemnity

The Governing Board agrees to indemnify and hold harmless the USOE, SBE, Board, and local boards of education, their officers, agents, employees, successors and assigns from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from any

action of the School caused by any intentional or negligent act or omission of the School, its officers, agents, employees, and contractors.

c. Assignment

Assignment of the School to another entity is deemed an amendment to the charter and shall have prior written approval of the Board.

d. Amendment

This agreement may be amended by the mutual agreement of the Board and the Governing Board. Any such amendment must be made in writing and signed by the appropriate representatives of the Board and the Governing Board.

The Governing Board shall immediately submit in writing, to the Board and the local board of education in which the School is located, notice of any proposed changes to the application or the representations or conditions contained in the original application or charter. The Board reserves the right to reject any proposed changes to the agreement once the application and agreement have been approved.

e. Status of Parties to Charter

This charter is not intended to create and shall not be interpreted to create employer-employee, contractor-subcontractor, or principal-agent relationships between or among any party or parties to this charter. “Parties,” for purposes of this paragraph only, include the parties to this agreement as well as the local board of education. No officers, employees, agents, or subcontractors of the School shall be considered officers, employees, agents, or subcontractors of the local board of education.

f. Notice

Any notice the Governing Board or School is required or permitted to submit under this agreement shall be delivered to the charter school office.

g. Severability

If any provision of this agreement is determined to be unenforceable or invalid for any reason, the remainder of this agreement shall remain in effect, unless the charter is revoked or terminated.

To the extent any portion of the application, or the School’s articles of incorporation or bylaws, violate any applicable state or federal law in the future, or are found by any court to be invalid, illegal or unenforceable, then such portion shall be severed, and the remaining portion shall remain in full force and effect until the Governing Board is able to change their application, articles of incorporation or bylaws to comply with such applicable law or court ruling.

h. Non-Endorsement

The Governing Board acknowledges that the granting of a charter in no way represents or implies endorsement by the Board of any method of instruction, philosophy, practices, curriculum, or pedagogy used by the School or its agents; nor does this agreement constitute a guarantee by the Board of the success of the School in providing a learning environment that shall improve student achievement.

i. Legislative Action

This agreement and any amendments to it and renewals of it are subject to applicable state and federal laws, and shall be deemed amended to reflect applicable changes to those laws. Upon repeal of the statutes authorizing the school charter, the charter is null and void.

j. Counterparts

This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes hereof, a facsimile copy of this Agreement, including the signature pages hereto, shall be deemed to be an original.

9. REPORTING REQUIREMENTS

The Governing Board shall submit such reports as required by state law and the Board. Failure to submit such reports may be grounds for revocation of the charter.

a. Children with Special Needs

As prescribed by the SBE, and in accordance with state and federal laws, the School shall provide to the Board the total number of children with special needs, identified in accordance with state and federal laws, enrolled in the School.

b. Electronic Data Submission

i. The Charter School must have an electronic student information system (SIS) and electronic fiscal system that can fulfill the following requirements.
   1) Produce a complete USOE Clearinghouse file multiple times a year.
   2) Submit electronic standardized testing “pre-load” and “all-student” files.
   3) Integrate with the USOE statewide student identification, SSID system.
   4) Integrate with the USOE UTREx system.
   5) Provide basic school accounting functions such as budgeting, payroll, accounts payable, account receivable, and personnel management.
   6) Produce a USOE specified electronic file for the production of the Annual Financial Report and the Annual Program Report (AFR/APR).
   7) Produce a school financial report for publication on the Web for public review. This only applies to schools with budgets that exceed one-million dollars per year.

FOR THE CHARTER SCHOOL GOVERNING BOARD:

This _____ day _____ of 20_____

_____ _____
(Type or Print Name of Board Chair) (Signature of Board Chair) (Seal)

FOR THE STATE CHARTER SCHOOL BOARD:

This _____ day _____ of 20_____

_____ _____
(Type or Print Name of SCSB Chair) (Signature of SCSB Chair)