

Amendment Request – Elevated Charter School



State Charter School Board Amendment Request

250 East 500 South, P.O. 144200, Salt Lake City, UT 84042
www.UtahSCSB.org

(801) 538-7720

Applicant Assurances

Print this sheet, complete and sign the spaces at the bottom, scan, and attach to the electronic application.

The Board Chair must sign the following agreement prior to submitting the application package.

Should the agreement be signed by someone other than the current Board Chair, the application package will be deemed Administratively Incomplete.

School Name: Elevated Charter School

The Applicant certifies all information contained in this application is complete and accurate, realizing that any misrepresentation could result in disqualification from the Amendment Request process or revocation after award.

The Applicant understands that applications must be uploaded into the UCAP system no later than the third Friday of the month preceding the month of the requested SCSB meeting and that incomplete applications will not be considered.


The Applicant acknowledges that all information presented in the application package, if approved, may become part of the charter to be used for accountability purposes throughout the term of the charter.

The Applicant acknowledges that the charter school governing board is subject to all Utah statutes regarding charter schools as well as all relevant federal, state and local laws, and requirements, and should comply such.

The Applicant acknowledges that the most current academic and compliance data will be provided to the SCSB for its consideration of the application.

The applicant acknowledges that prior to inclusion on the agenda, the SCSB recommends charter school governing boards schedule an appointment with SCSB staff to discuss the request and provide clarification to any staff questions.

Jessica Ellis
Name of Board Chair

DocuSigned by:

Signature of Board Chair /Date

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School Entity Information

Name of School: Elevated Charter School

Name of School Administrator: Amy Edwards

Contact Information for School: aedwards@elevatedcharterschool.org / 385-535-1655

Below, list the names and positions of all current Board Members (officers, members, directors, partners), and their positions. Also list any other current charters in which they act as a corporate principal or charter representative. Add rows as necessary.

| Name | Position | All Charter Affiliations |
|---------------|------------|--------------------------|
| Jessica Ellis | Chair | none |
| Robert Marx | Treasurer | none |
| Mary Kavanagh | Secretary | none |
| Tyler Nelson | Vice Chair | none |

Contractual Charter Agreement Goals

Charter Agreement Goals remain the same as our current Charter Agreement, attached at the end of this document.

Further, our specific academic goals remain the same as our approved application and are stated below:

Elevated Academic Goals

- Students will demonstrate standards-mastery at each grade level in all core areas as outlined by the Utah State Board of Education. Standards mastery will be determined using formative, summative, and standardized assessments. Students identified as a full grade level below their current grade will receive academic intervention and progress will be monitored using school-wide assessments taken three (3) times during the school year, with the goal of grade level mastery within two (2) years.
- Students will be able to appropriately respond to and use academic language in core subject areas, which they will demonstrate on formative and standardized tests, as well as while working with rubric-based self and peer evaluations.
- Students will demonstrate 21st-Century digital literacy, which includes safely interacting with digital technology, using technology to collaborate, researching and verifying credible information from digital sources, demonstrating learning through digital visual media and computer-based assessments.

Student Academic Gain

Regardless of baseline scores on Standardized tests, it is our goal that all Elevated students make academic progress over the course of each school year and over multiple school years. Our ultimate goal is grade level proficiency, but we also focus on supporting students in academic growth, progressing from their starting point and making academic gains within each school year and across multiple school years. As part of Elevated Charter School's Growth Mindset, we encourage students to focus on growth, with the goal of mastering grade level Standards.

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| Measure | Metric | Targets | | | |
|------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | Exceeds | Meets | Does Not Meet | Falls Far Below |
| Communication & Collaboration from School Leadership | Administration will engage in monthly collaboration with teaching staff to ensure clear communication continually align practices to Mission & Vision | Admin holds monthly virtual meetings with 100% of teaching staff attending live.. | Admin holds monthly virtual meetings with at least 80% of staff attending live, and 100% attending live or viewing recorded meetings within 1 week of live meeting | Admin fails to hold meetings at least once a month during the school year, or less than 80% of teaching staff attend or view. | Admin fails to hold meetings at least once a month during the school, or less than 50% of teaching staff attend or view. |
| Effective Teaching Staff for online instruction | Elevated teachers will participate in courses and attend PD at least once a year in online instruction and/or using digital tools. Elevated teachers will be Google Teacher Certified or equivalent. | 100% of teachers have attended a course or PD event focused on online instruction and/or using digital tools within the past 12 months. 100% of teachers are Google Teacher Certified or equivalent. | A minimum 75% of teachers have attended a course or PD within the past 12 months, and are Google Teacher Certified or equivalent. Remaining teachers have a plan in place to complete certification and attend professional development within the next 3 months. | Less than 75% of teachers have attended a course or PD in online instruction and/or using digital tools within the past 12 months, and have no plan in place to meet this requirement. | Less than 50% of teachers have attended a course or PD in online instruction and/or using digital tools within the past 12 months, and have no plan in place to meet this requirement. |
| Student Achievement | Students will demonstrate grade level proficiency neither State Standardized Tests, school-wide tests, or portfolio assessments | Students score at least 60% proficiency in both math and reading on State Tests or demonstrate equivalent proficiency on school-wide tests or portfolio assessments | Students score at least 50% proficiency in both math and reading on State Tests or demonstrate equivalent proficiency on school-wide tests or portfolio assessments | Students score 40% or below proficiency in either math and reading on State Tests or equivalent scores on school-wide tests and/or portfolio | Students score below 35% proficiency in either math and reading on State Tests or equivalent score on school-wide tests and/or portfolio |
| Student Academic Gain | Students will demonstrate academic growth over the course of each school year and from year to year, demonstrated on either State Standardized tests, school-wide tests, or portfolio assessments. | 90-100% of students demonstrate growth through State Tests, school-wide tests or portfolio assessments | At least 70% of students demonstrate growth through State Tests, school-wide tests, or portfolio assessments Students who fail to show growth on 2 or more assessments have an intervention plan in place. | Less than 70% of students demonstrate growth through State Tests, school-wide tests, or portfolio assessments, for 2 or more subsequent tests. No intervention plan is in place for students who do not show growth. | Less than 60% of students demonstrate growth through State Tests, school-wide tests, or portfolio assessments, for 2 or more subsequent tests. No intervention plan is in place for students who do not show growth. |

Required Attachments:

- If the school is *not* meeting all its charter contractual agreement goals, then include the governing board's corrective action plan. (Corrective action plan limited to two pages.)

N/A. Our goals have not changed from our approved application. We are simply requesting to enroll grades 7 and 8 in the SY24-25, rather than wait until the SY25-26. Goals remain the same for all grades.

Requested Amendment(s) to Charter

Change to grades served in opening year

Our school is approved to enroll grades K-6 in the upcoming 2024-25 school year, then add grades 7-8 in the 2025/26 school year, and enroll all grades K-12 beginning the 2026-27 school year. We requested this gradual schedule to ensure quality instruction to all students. Our application process took two years, over which time we did not change our mission, model, or goals. We provided more detailed information in our second application to address questions posed by the Charter School Board in January 2022. We continued to work on implementation details while applying for a second time, and thus had additional time to prepare and solidify implementation of our mission and model.

Since being approved in January 2023, we have continued to put pieces into place to serve students starting this August 2024. We have confirmed curriculum, class schedules, interviewed several teachers and offered positions to some highly qualified teachers who understand and embrace our model. We have contracted with Academica West and put the administrative pieces in place: board procedures, ASPIRE account, CACTUS access, required policies for enrollment, school procedures, run our first lottery, and reviewed budgets. We have contracted with a marketing company and created a solid campaign to inform parents throughout the state about our school. We have contracted with an experienced tech company to provide teacher and student technology devices and support.

We have had great response to our marketing, with families applying for all grade levels K-6. We have also received requests from over 30 families to enroll students in grades 7 and 8 for the 2024-25 school year. We now know that we are prepared to support students from Kindergarten through grade 8, beginning our opening year. Expanding our enrollment grades also ensures higher enrollment numbers overall, which will be beneficial to our school, ensure jobs for teachers, and our continued growth and success.

During our interview at the USCSB meeting in January 2023, the Charter Board suggested that we include grades 7 and 8 in our opening year. Now that we have curriculum, instruction, and administrative details in place, we feel fully prepared to support the families requesting to enroll through grade 8. We also request to add grade 9 in SY25/26, so that our 8th graders can stay with our school. We still plan to wait until SY26/27 to add grades 10-12, to ensure our high school students have a college-preparatory quality education available.

We have consulted with our accounting manager at Academica West and confirmed that adding grades 7 and 8 in the 24/25 school year is financially feasible. There are no additional marketing costs, as our current marketing campaign has already generated over 40 families requesting grades 7 and 8, over the short period of our first 2 months of advertising. We already have curriculum selected and priced out that meets Standards for those grades. We have teachers with both elementary and secondary licenses who can teach classes through grade 8, and we would only need to hire an additional secondary math teacher.

| | | Grades and Specific Number of Students Served by Grade | | | | | | | | | | | | Max Enrollment |
|----------|----|--------------------------------------------------------|----|----|----|----|----|----|----|---|----|----|----|----------------|
| Current | K | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| SY 24-25 | 50 | 50 | 50 | 40 | 40 | 40 | 30 | 0 | 0 | 0 | 0 | 0 | 0 | 300 |
| Proposed | K | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| SY 24-25 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 0 | 0 | 0 | 0 | 360 |

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Proposed new full schedule of enrollment. Total enrollment after year 3 is the same as approved in application.

| | Grades and Estimated Number of Students Served by Grade | | | | | | | | | | | | | Max |
|-----------------|---------------------------------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|-----------|-----------|--------------|
| Year 1 | K | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | Total |
| SY 24-25 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 0 | 0 | 0 | 0 | 360 |
| Year 2 | K | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| SY 25-26 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 40 | 0 | 0 | 0 | 490 |
| Year 3 | K | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| SY 26-27 | 50 | 50 | 50 | 60 | 60 | 60 | 60 | 60 | 60 | 60 | 50 | 40 | 40 | 700 |
| Years 4+ | K | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| SY 2027+ | 50 | 50 | 50 | 75 | 75 | 75 | 75 | 75 | 75 | 75 | 75 | 75 | 75 | 900 |

CHARTER AGREEMENT

This **Charter Agreement** (hereafter “Charter” or “Agreement”) is approved pursuant to U.C.A. §53G-5-102 and §53G-5-508, on this 13th day of April 2023 by and between the Utah State Charter School Board, (hereafter “SCSB” or the “Charter school authorizer,” pursuant to §53G-5-202(1)(a) or just “Authorizer”), and Elevated Charter School (the “Applicant(s)”), (together collectively, the “Parties”) to operate the Elevated Charter School (the “Charter School” or “School”), a public Charter school under Charter Schools U.C.A. §53G-5-101, *et seq.*

WITNESSETH:

WHEREAS, the State of Utah (the “State”) enacted statute permitting Charter Schools, codified as U.C.A. §53G-5-101, *et seq.*, with the intent of serving the needs of free public education in both elementary and secondary schools; and

WHEREAS, the statute duly authorized Charter Schools are deemed to be public schools¹ subject to the leadership, supervision, regulation, and oversight of the SCSB and the Utah State Board of Education (“USBE”); and

WHEREAS, pursuant to U.C.A. §53G-5-304, the SCSB has the authority and is recognized to be an “authorizer” otherwise empowered to establish charter schools in the State and to enter into Charter Agreements pursuant to U.C.A. §53G-5-303, with approved Applicants setting forth the terms and conditions under which the Charter School is to operate; and

WHEREAS, Applicant(s) submitted an application (together with attachments and addenda, the “Application”) to establish a Charter School pursuant to U.C.A. §53G-5-302; and

WHEREAS, the Application was approved pursuant to U.C.A. §53G-5-304 by the SCSB, and the USBE on or before January 10, 2023; and

WHEREAS, the Parties hereto now enter into this Charter Agreement, agreeing to be legally bound thereby, and to establish meaningful benchmarking of performance and outcomes of the education process including developing as part of this Agreement clear, measurable performance standards and operational minimum standards which will be regularly reviewed by the Charter School’s Governing Board and by the SCSB as provided herein for evaluative, accountability, and monitoring purposes²; and

WHEREAS, the Charter School, through its Governing Board, may request technical assistance from the SCSB in any area, including curriculum matters and financial concerns³, however, in no event is the USBE, or the SCSB responsible for any financial or technical support provided other than the funding and technical assistance as expressly required

¹ U.C.A. § 53G-5-401(1)(a).

² U.C.A. §53G-5-202

³ U.C.A. §53G-5-202

by law, nor are the USBE, or the SCSB responsible for the outcome or the liability associated with any decision the Charter School makes based on such assistance; and

WHEREAS, the Parties recognize and agree that the Legislature may amend the Act or any other governing or applicable statute and the USBE may promulgate rules which shall be binding on the Parties as to matters agreed to hereto and such amendments to statutes, or rules shall automatically become part of this Agreement and amend or supersede anything that has otherwise been agreed to herein.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and agreements contained herein, and the recitals provided above, the Parties hereby agree as follows:

SECTION 1. ESTABLISHMENT OF THE CHARTER SCHOOL

1.1 The Charter School. The SCSB, as an Authorizer under U.C.A. §53G-5-202(1)(a) hereby authorizes Applicant to establish a charter school pursuant to the Act and this Charter Agreement.

1.2 Charter Agreement⁴. This Charter Agreement is a legally binding document⁵ and consists of this signed Agreement, including all attachments, specifically, Exhibit “A,” and all applicable State and Federal statutes, regulations, and rules, as each may be amended from time to time. In addition, incorporated by reference are all USBE rules unless specifically waived pursuant to U.C.A. §53G-5-405.

For purposes of interpretation, these governing authorities shall be construed consistently but in case of a conflict, they shall be given precedence in the following order: first, State and Federal statutes and regulations; then USBE rules and SCSB policies; then this Agreement including all exhibits and attachments.

1.3 Compliance with Laws, Regulations, and Rules. The Charter School, through its Governing Board, shall comply with all applicable state and federal laws, regulations, and rules⁶. Neither the SCSB nor the local board of education assumes the duty to oversee the operations of the Charter School except as may otherwise be provided by law or separate contract.

1.4 Other Rules. The USBE or its designees are authorized by statute to develop and implement additional rules for administering Utah’s charter schools program.⁷ Such new or additional rules are incorporated herein by reference and all amendments thereto, with or without notice, when they are duly enacted or promulgated as provided by law.⁸

⁴ U.C.A. §53G-5-303

⁵ U.C.A. §53G-5-304 and U.C.A. §53G-5-401(1)(c)

⁶ U.C.A. §53G-5-303(2)(f)

⁷ U.C.A. §53G-5-202(1)(b),

⁸ See e.g., §53G-5-302(3); §53G-5-503(2)(a); §53F-2-702; §53G-5-304; §53G-6-704; 53F-2-705; 53G-5-406.

- 1.5 Maintain High Standards. The SCSB commits to maintaining high standards for the charter schools it authorizes; overseeing charter schools that, over time, meet the performance standards and targets on a range of measures and metrics set forth in this Charter Agreement; and closing schools that fail to meet standards and targets set forth in law and Agreement
- 1.6 Monitoring and Oversight.⁹ To permit the SCSB as the Authorizer hereunder to fulfill its monitoring and oversight functions under the Act, U.C.A. §53G-5-202(1)(c), and ensure that the School is in compliance with all applicable laws, regulations, rules, and the terms and conditions of this Agreement¹⁰, the Charter School agrees to fully support SCSB's oversight and monitoring responsibilities including responding to all timely requests for reports,¹¹ audits,¹² formal and informal investigations, formal and informal visits and inspections of books and records of the Charter School.¹³ SCSB will use best efforts in exercising its oversight function to secure and review information or records that have been previously submitted by the Charter Schools to relieve administrative cost associated with duplicate requests.

SECTION 2. OPERATION OF SCHOOL

- 2.1 Mission Statement. The Charter School shall be operated by the School's Governing Board,¹⁴ pursuant to its mission statement, set forth in Exhibit A.
- 2.2 Governance. The Charter School shall be governed by a Governing Board.¹⁵ The Governing Board of the charter school shall have the authority, as established in its articles, bylaws and this Agreement to decide matters related to the operation of the Charter School and shall have final responsibility for the academic and operational performance of the Charter School. Nothing herein shall prevent the Governing Board from delegating decision-making authority for policy and operational decisions to officers, employees, and agents of the Charter School but ultimate responsibility for and oversight of any such delegated authority shall remain at all times with the Governing Board.
- 2.3 Compliance. The Governing Board shall institute policies and programs to ensure compliance with the terms and conditions of this Agreement as well as compliance with all governing laws, regulations, and rules.¹⁶

⁹ U.C.A. §53G-5-202 (1)(c)

¹⁰ Id.

¹¹ U.C.A. §53G-5-404 (5)(b)(ii), and U.C.A. §53G-5-404(4)(a)

¹² U.C.A. §53G-5-404(4)(b)

¹³ U.C.A. §53G-5-404(5)(b)(iii)

¹⁴ U.C.A. §53G-5-401(1)(c), and U.C.A. §53G-5-302(2)(a)

¹⁵ U.C.A. §53G-5-302(2)(b), and U.C.A. §53G-5-401(1)(c)

¹⁶ U.C.A. §53G-5-404(3).

2.4 Public Entity. When authorized and with the signing of this Agreement the Charter School becomes a “public school within the state’s public education system,” U.C.A. §53G-5-401(1)(a). As a public school under the Act, the School is subject to and must abide by all laws, regulations, rules, and policies otherwise effecting such public schools.¹⁷

2.5 School Autonomy.

- a. The SCSB will honor and preserve core autonomies crucial to the Governing Board’s success, including:
 - 1) Hiring and managing personnel, except as otherwise provided herein¹⁸;
 - 2) Establishing a unique school culture;¹⁹
 - 3) Establishing instructional programming, design, and use of time; and
 - 4) Control of essential budgeting.
- b. The SCSB assumes responsibility for holding the Governing Board accountable for the School’s performance as directed by law, rule, and Agreement;²⁰
- c. The SCSB will use best efforts to collect information from the Charter School in a manner that minimizes administrative burdens on the school, while ensuring that performance and compliance information is collected with sufficient detail and timeliness to protect student and public interests;²¹ and
- d. The SCSB will bi-annually review its own compliance requirements, policies, and procedures and evaluate the potential to increase school autonomy based on flexibility in the law, streamlining requirements, demonstrated school performance, or other considerations.²²
- e. The SCSB shall review all leases, lease purchase agreements or other contracts or agreements relating to an authorized Charter School’s facilities or financing of the charter schools facilities along with the charter schools attorney before the lease, agreement, or contract is entered into.²³

2.6 Board and School Transparency. The Governing Board agrees to have a website with the content requirements found in R277-551-5, Utah Administrative Code, posted at least 180 days prior to the opening day of school. In addition, the SCSB requires the website contain links to school data and accountability reports maintained on other websites (e.g., student assessment, audited financial statement, etc.); links to Governing Board meeting dates, agendas, minutes and recordings; and reports created by the Governing Board to

¹⁷ U.C.A. §53G-5-404(3)

¹⁸ U.C.A. §53G-5-407

¹⁹ U.C.A. §53G-5-302(2)(a)

²⁰ U.C.A. §53G-5-202(1)(b)

²¹ U.C.A. §53G-5-406

²² U.C.A. §53G-5-202

²³ U.C.A. §53G-5-404(9)

provide evidence of how the Charter School performed compared to the assurances and school accountability measures in this Charter Agreement.

- 2.7 Reporting. The Charter School's Governing Board shall submit such reports as required by state and federal law, this Charter Agreement, and as may be requested by the SCSB.²⁴

SECTION 3. SCHOOL FINANCIAL MATTERS

- 3.1 Fiscal Year. The fiscal year of the Charter School shall begin on July 1 of each calendar year of the term of this Charter and shall end on June 30 of the subsequent calendar year.

- 3.2 Insurance/Bonding²⁵

- a. Pursuant to U.C.A. § 63G-7-604(4) and Rule 37-4, U.A.C, the Charter School Governing Board shall obtain and maintain insurance through the Utah State Division of Risk Management or other suitable insurance carrier (with a general policy holder rating of not less than A and a financial rating of AAA as rated in the most current available "Best Guide" Insurance Report) coverage to insure against all claims up to and including the limitation of judgements established by statute and rule. Such coverage shall include but not be limited to:
- 1) General liability;
 - 2) Employee dishonesty bond;
 - 3) Workers' compensation, as specified by federal law;
 - 4) Comprehensive/collision consistent with cash values of vehicles if applicable;
 - 5) Liability insurance specific to the School's Governing Board's financial officer or treasurer or business administrator consistent with coverage designated in USBE rule.
- b. SCSB shall be named as an additional insured under any and all general liability insurance policies required by this section.
- c. The provisions of sub-paragraph 3.2 a., above, shall not preclude any Charter School from obtaining liability insurance coverage in addition to or in excess of the requirements stated in this section.
- d. Written proof and copies of required insurance policies shall be provided to the SCSB at least 90 days prior to the initial opening of school. The policies shall be maintained by the SCSB with this Agreement. The School's Governing Board shall provide the SCSB with certificates of insurance as provided herein annually within thirty days of the insurance purchase or renewal.

²⁴ U.C.A. §53G-5-303(2)(f)(ii)

²⁵ U.C.A. §53G-5-404(8)

SECTION 4. CHARTER REVIEW

- 4.1 Reviews. In keeping with the requirements of U.C.A. §53G-5-202(1)(b) the SCSB will perform at least an annual review (more often as the need arises as determined by the Authorizer) and evaluation of the performance of the Charter School and hold the Charter School accountable for its performance. To facilitate the annual or any other review the School shall maintain the necessary records to provide the following:
- a. Annual Performance Report.²⁶ In keeping with the purpose of the Utah Charter Schools Act, the State Charter School Board will produce for public distribution an annual report that provides clear, accurate, performance data for the Charter School according to the frameworks set forth by the SCSB, and those found in Exhibit “A,” as well as reporting overall portfolio performance.
 - b. Documentation. The Governing Board shall maintain all documents used to determine and support data used to prepare the annual report provided in subsection 4.1 a., and shall submit such additional documents as the SCSB may request.
- 4.2 Review Process. The Charter School review process will be guided by the following core 4.3 questions, and by the purposes, and School Accountability Measures found in Exhibit “A”:
- Is the School’s academic quality successful as represented publicly and as described herein?
 - Is the School’s organizational structure, governance, and financial position viable and sustainable?
 - Have there been any material misrepresentations made to the Authorizer or the public?
 - Is the School demonstrating good faith in following the terms of its Charter Agreement and all other applicable laws, regulations, and rules?
- 4.3 Intervention. The SCSB will establish and make known to the Governing Board, consistent with USBE rule,²⁷ the general conditions that may trigger a “Notice of Concern,” “Letter of Warning,” or “Probation,” as provided below. The SCSB will provide to the Governing Board clear, adequate, evidence-based, and timely notice of law, rule, regulation, or Charter Agreement violations, or performance deficiencies and allow the Governing Board reasonable time and opportunity for remediation in non-emergency situations. Where intervention is needed, the SCSB will engage in intervention strategies that preserve Governing Board autonomy and responsibility (i.e., identifying what the school must remedy without prescribing solutions), but may take additional action as the circumstances, and exigencies dictate.

²⁶ U.C.A. §53G-5-202(1)(b)

²⁷ U.C.A. §53G-5-501(5)

- a. Notice of Concern. Staff may issue a “Notice of Concern” addressed to the Governing Board outlining areas of concern.
- b. Letter of Warning. SCSB may direct staff to issue a “Letter of Warning” addressed to the Governing Board identifying deficiencies and providing a timeline by which the deficiencies shall be remedied. The terms of the letter and the consequences associated with the warning will be those found in the letter. In addition, the SCSB may provide focused support to the Charter School, including assigning a mentor and on-site monitoring.
- c. Probation. SCSB may direct staff, before termination of this Charter Agreement for a material breach thereof, to place a School on “Probation” for such period of time, up to one year, or such other time period as may be appropriate or established by rule, necessary for the School to be able to establish its ability to comply with all of the terms and conditions of this Agreement and all controlling laws, regulations and rules. The SCSB will provide notice of such probation and the terms of that probation in a letter provided to the Governing Board. In addition, the SCSB may provide focused support to the Charter School, including assigning a coach, providing professional development, and analysis of monthly written updates provided by the Charter School governing board and key administrators.
- d. Additional Actions. In addition to a Notice of Concern, Letter of Warning or Probation, and where the Charter School has not remedied deficiencies within the timeframes established by the SCSB, the SCSB may pursuant to U.C.A. §53G-5-501:
 - 1) remove a Charter School director or financial officer, or their equivalent positions, and without consideration of the School’s corporate formalities;²⁸
 - 2) remove a governing board member, without consideration of the School’s corporate formalities;²⁹ or
 - 3) appoint an interim director, who will replace or act in the place of the director, or mentor to work with the Charter School.³⁰
- e. Termination of Charter. SCSB may terminate this Charter for those reasons provided in state law, USBE rule, or for material breach of this Agreement³¹ subject to the right of appeal as provided in U.C.A. §53G-5-503.

In addition, the Governing Board may voluntarily terminate this Agreement.³² In the case of any termination whether it is voluntary, or initiated by SCSB action, and after the settlement of all outstanding obligation from the assets on hand, there is a presumption that the property of a School shall revert to the SCSB.³³ A School may defeat the

²⁸ U.C.A. §53G-5-501(2)(a)(i)

²⁹ U.C.A. §53G-5-501(2)(a)(ii)

³⁰ U.C.A. §53G-5-501(2)(a)(iii)

³¹ U.C.A. §53G-5-503

³² U.C.A. §53G-5-504(c)

³³ U.C.A. §53G-5-504(6)(a)

presumption of SCSB ownership with documentation that the School purchased the property with private funding, and compelling documentation exists that the School or its founders or directors were never reimbursed from public funds.

SECTION 5. MISCELLANEOUS

- 5.1 Indemnity. The Charter School agrees to indemnify and hold harmless the USBE, SCSB, 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 Charter School caused by any intentional or negligent act or omission of the Charter School, its officers, agents, employees, and contractors.

- 5.2 Assignment. Assignment of this Agreement or a significant part of the assets of the School, or any part of its operation, to another entity, related or not, is deemed an amendment and is effective only if the amendment is done pursuant to Section 5.3.

- 5.3 Amendment. This Agreement may be amended by the mutual agreement of the SCSB and the Governing Board. Any such amendment must be made in writing and signed by the appropriate representatives of the SCSB and the Governing Board. In the case of any proposed amendment the Governing Board shall immediately submit in writing, to the SCSB and the local board of education in which the School is located, notice of any proposed changes to the Application, Agreement, or the representations or conditions contained in the original Application. The SCSB reserves the right to reject any proposed changes to this Agreement once the Application has been approved and this Agreement has been signed.

- 5.4 Notice. Any notice required or permitted under this Agreement shall be delivered by way of registered mail, return receipt requested as follows:

To Charter School:

SCHOOL NAME
Attention: Governing Board
STREET ADDRESS
CITY, UT XXXXX

To SCSB:

State Charter School Board
Attention: Executive Director
250 E. 500 S.
PO Box 144200
Salt Lake City, Utah 84114-4200

- 5.5 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 Agreement. "Parties," for purposes of this paragraph only, include the parties to this agreement as well as the USBE and the local board of education. No officers, employees, agents, or subcontractors of the Charter School shall be considered officers, employees, agents, or subcontractors of the local board of education, and nothing herein shall entitle any individual with any property right or interest.
- 5.6 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 terminated. In addition, to the extent any portion of the Agreement, or the Charter 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 amend their Agreement, articles of incorporation, or bylaws to comply with such applicable law or court ruling.
- 5.7 Non-Endorsement. The Governing Board acknowledges that the granting of a Charter Agreement in no way represents or implies endorsement by the SCSB of any particular method used by the Charter School or its agents; nor does this Agreement constitute a guarantee by the SCSB of the success of the Charter School in providing a learning environment that shall improve student achievement.
- 5.8 Legislative Action. This Agreement and any amendments to 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 charter schools, this Charter Agreement is null and void.
- 5.9 Waiver. No waiver of any breach of this Agreement shall be held as a waiver of any other or subsequent breach.
- 5.10 Governing Law. This Agreement shall be governed by, subject to and construed under the laws of the State of Utah. Jurisdiction shall be deemed appropriate in any State Court of competent jurisdiction in the State of Utah. Should any action be brought to enforce any provision of this Agreement the substantially prevailing party shall be entitled to an award of its costs and attorneys fees.
- 5.11 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.

Exhibit A
Charter School Agreement

- I. Name of the Charter School: Elevated Charter School
- II. Charter School Applicant: Elevated Charter School
- III. Location: Elevated Charter School is a statewide, online school. It will maintain at least one(1) physical office, for a small administrative and clerical staff, and secure storage of student records, and student learning materials.
- IV. Mission Statement: Elevated Charter School develops students' initiative, creativity, collaboration, and critical thinking to create lifelong learners who are empowered for Life Elevated, in the 21st-Century, as they move on to college, career, and citizenship.
- V. Purposes of the charter school, aligned to legislative purposes of Utah State Charter School Board:

- A. **encourage the use of different and innovative teaching methods** by continually training Elevated Charter School teachers to utilize education technology in conjunction with data-proven effective instructional practices to create a truly 21st-Century education for Elevated students. Elevated Charter School Director will determine which developments in educational technology are aligned to the school's Mission and Vision and facilitate training to enable Elevated Charter School teachers to integrate technology into their class meetings and assignments. Elevated Charter School brings virtual instruction together with hands-on learning and digital learning for a highly engaging virtual experience for every student, regardless of location within Utah or socioeconomic status.

In review, Elevated Charter School Director will be able to describe educational technology developments within the previous two years and point out which have been selected for use by the school. Elevated Charter School teachers will be able to describe at least three ways in which they are using technology and digital tools in their class meetings and student assignments.

- B. **create new professional opportunities for educators that will allow them to actively participate in designing and implementing the learning program at the school** by facilitating collaboration between Elevated teachers and administrators to create and customize curriculum and instruction. Elevated teachers are able to focus on a single subject, within a grade-span that is aligned to each teacher's license. For example, a teacher with an Elementary Education License may teach Science in grades K-6, rather than teaching multiple subjects in a single grade level. This allows Elevated Charter School teachers to create their own standards-aligned, rigorous curriculum that also fits their teaching style and goals. Elevated Charter School has professional teaching opportunities for licensed teachers as either virtual class teachers or Education Coordinators, offering the right challenge to the right teacher, at

the right time in their career. In both roles, Elevated Charter School teachers build student initiative and creativity and prepare them for 21st-Century higher learning, career, and citizenship.

In review, the Elevated Charter School Director will provide a list of Elevated Charter School teachers which includes their licensure, the classes they are teaching, and/or their assigned grade span for their Education Coordinator Cohort Roster. Elevated Charter School teachers will be able to describe how they are building scaffolding of skills and content in the subject area in which they teach by teaching at multiple grade levels within their licensure and/or by collaborating with other Elevated Charter School teachers.

VI. Key Elements

- A. **Education for the 21st-Century:** Elevated Charter School integrates the skills of digital literacy, digital equity, and digital safety into all classes to fully prepare students for future education, careers, and daily life in our 21st-Century digital & global society. The American Library Association defines “digital literacy” as, “the ability to use information and communication technologies to find, evaluate, create, and communicate information, requiring both cognitive and technical skills.”

In review, Elevated Charter School Director and teachers will be able to provide specific examples from class sessions and assignments in which students demonstrate digital literacy skills.

To provide “digital equity”, Elevated Charter School will provide students enrolled in the school with laptop computers and/or tablets and internet access as needed. In review, Elevated Charter School Director will provide demographic information of students enrolled in the school and confirm that all students have access to a school-issued laptop and/or internet access as needed, so that all students who want to enroll and participate in Elevated Charter School have the technology available to them to enable full participation.

In review, Elevated Charter School Director or Technology Coordinator will be able to describe and demonstrate how software installed on school-issued devices provides online privacy and safety for students. Elevated Charter School Director and/or teachers will be able to describe direct instruction in online safety and give specific examples of how online safety instruction is integrated into all lessons. Director and teachers will describe protocols that are followed to protect student privacy.

- B. **Virtual Classrooms:** Elevated classes are synchronous, interactive, and taught by an Elevated teacher who is specifically trained in online instruction. Students throughout the state of Utah, who enroll with Elevated Charter School, receive the technology tools and learning materials to fully participate from home, as if they walked into a brick and mortar school. When not participating in live virtual classes, Elevated Charter School students complete assignments that engage their interests and are easily monitored by teachers to verify daily participation and progress. All

asynchronous assignments share the goal of increasing students' 21st-Century skills to use technology to communicate, collaborate, and demonstrate learning.

In review, Elevated Charter School Director and teachers will provide a variety of student work that demonstrates both digital learning and hands-on learning.

- C. **Virtual Teaching Specialists:** Elevated teachers are trained in implementing highly interactive learning using a digital platform and effectively monitoring progress and mastery to ensure fidelity to learning objectives.

In review, Elevated Charter School Director will provide a list of trainings provided to Elevated Charter School teachers, as well as outside trainings, seminars, and/or certifications Elevated Charter School teachers have completed to ensure they are up to date with educational technology development within the past five years.

- D. **Subject Focused Teachers:** Elevated teachers focus on 1-2 subject areas to build expertise and create in depth and engaging learning activities.

In review, the Elevated Charter School Director will provide a list of Elevated Charter School teachers which includes their licensure, the classes they are teaching, and/or their assigned grade span for their Education Coordinator Cohort Roster. Elevated Charter School teachers will be able to describe how they are building scaffolding of skills and content in the subject area in which they teach by teaching at multiple grade levels within their licensure and/or by collaborating with other Elevated Charter School teachers. (*See above "Purposes of Charter School: B)*

- E. **Education Coordinators** are licensed teachers who supervise a Cohort roster of students, overseeing all progress and acting as a trusted first point of contact between parents, students, and our school. An Education Coordinator onboards each student and then remains with that family to answer questions and guide them throughout their Elevated experience.

In review, Elevated Charter School Director will provide a detailed job description with specific duties assigned to Education Coordinators. Elevated Charter School Education Coordinators will be able to give specific examples of questions from students and parents/guardians that they address throughout each school year.

VII. School year opened: 2024-25

VIII. Grade level(s) and maximum enrollment:

Year 1 (24-25): Enrollment available for grades K-6. Max total enrollment is 300.

Year 2 (25-26): Enrollment available for grades K-8. Max total enrollment is 450.

Year 3 (26-27): Enrollment available for grades K-12. Max total enrollment is 650.

Year 4 (27-28): Enrollment available for grades K-12. Max total enrollment is 750.

Year 5 (27-28): Enrollment available for grades K-12. Max total enrollment is 900.

Maximum enrollment will continue to be 900 unless approved by Elevated Charter School Board and by the Utah Charter School Board

IX. Preferred Enrollment Policies:

Per Utah legislation 53G-6-502 Eligible students, Elevated Charter School will allow preferential enrollment to certain student populations, in accordance with state and federal law.

- A. a child or grandchild of a member of the charter school governing board;
- B. a sibling of an individual who was previously or is presently enrolled in the charter school;
- C. a child of an employee of the charter school;
- D. a child of a military service member as defined in Section 53B-8-102.

X. Structure of governing board:

- A. Per Elevated Charter School Bylaws: The number of Board Members shall be no fewer than three (3) and no more than seven (7), unless changed by amendment of the Bylaws.
- B. Members of the Board of Directors may be appointed for a maximum of three (3) four-year terms; provided that a Member that has served three (3) four-year terms may be appointed to additional terms if the Board determines that such an additional terms are essential to the continuity of Board management and affairs.
- C. Per Elevated Charter School's "Electronic Meeting Policy", the Board will convene and conduct most or all board meetings electronically, which will be by means of telephone, teleconferencing, or other electronic telecommunications media by which all participants participate by audible oral communication. The Board shall establish an anchor location for each electronic board meeting, so that interested persons and the public may attend and monitor the open portions of the meeting. The Board shall meet a minimum of 10 times within each 12-month period from July-June. Notice shall be provided to all Board members, as well as to members of the public in accordance with the provisions of The Open and Public Meeting Act. Each notice shall describe the means of communication by which members will be connected to the electronic meeting and the anchor location. Any changes to meeting date, electronic access link, and/or anchor location will be posted at least 24 hours prior to scheduled meeting.

XI. No administrative rules waived

XII. Student Engagement, Academic, Financial and Governance Measures: Defined by the SCSB, as required by rule and statute. School will be held to the approved Charter School Performance Standards (subject to update and revision).

XIII. As defined by Section 53G-5-307, the school is granted an initial approval for a three-year review period, beginning July 1, 2024. On or before June 30, 2027, the authorizer shall either: (1) grant the charter school ongoing approval; or (2) terminate the charter agreement subject to the requirements of Section 53G-5-503.