CHARTER AGREEMENT

for

Salt Lake School for the Performing Arts

# **CHARTER SCHOOL AGREEMENT**

Pursuant to Utah Code Ann. §53G-5-302, the Utah State Charter School Board(hereafter referred to as the “Board”), grants the Board of Trustees of Salt Lake School for the Performing Arts (hereafter referred to as “Governing Board”), a charter to operate a public charter school (hereafter referred to as “SPA” or the “School”).

Since 2006, the Board of Education of the Salt Lake City School District has served as the Charter Authorizer for SPA. This agreement expires on June 30, 2024. The purpose of this Charter Agreement (hereafter referred to as the “Agreement”) is to outline the ongoing obligations of both parties, including adherence to all requirements set forth in this Agreement, applicable state and federal law, and Board policy.

## 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; and

WHEREAS, the Utah legislature has authorized public charter schools 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; and

WHEREAS, all public schools are subject to the leadership and general supervision of the Utah State Board of Education (hereafter referred to as “USBE”); and

WHEREAS, the legislature has delegated to governing boards of local education agencies the responsibility for authorizing the establishment of public charter schools; and

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:

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

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 USBE rules.

Believing competitive comparisons and benchmarking information are necessary for raising standards and driving continuous improvement, each charter agreement must contain clear, measurable performance standards.

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 Board when evaluating a charter school.

Charter schools may request technical assistance from the Board in any area, including curriculum matters and financial concerns. In no event is the USBE or the Board responsible for any financial or technical support other than the funding and technical assistance expressly required by law. And in no event is the USBE or the Board responsible for the outcome of any decisions the school makes based on such assistance.

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| *Indicator – Board performance & stewardship* | | |
| **Measure** | **Metric** | **Board Goal** |
| Board member development | Percentage of Governing Board attending trainings as required by the State Charter School Board in coordination with Utah Association of Public Charter Schools | 100% |
| Regulatory and reporting compliance | Percentage of all required reports that are submitted to the state agency complete, accurate, and on time | 100% |
| Regulatory and reporting compliance | Articles of Incorporation, Bylaws, and Charter are all in agreement and the school’s Charter is not changed without proper amendment from chartering entity | 100% in agreement |

# **ESTABLISHMENT OF THE SCHOOL**

## General School Information

### SPA is located at 350 South 400 East, Salt Lake City, Utah 84111 (hereafter referred to as “School Site”), which is within the boundaries of the Salt Lake City School District (hereafter referred to as “District”).

### SPA can be contacted by phone at 801.466.6700 or through the school’s website, [www.saltlakespa.](http://www.saltlakespa.)net.

### SPA serves students in grades levels 9 – 12.

### The maximum number of students authorized to be served is 400.

### SPA originally opened in August of 2006, and was initially authorized by the Salt Lake City School District.

## Application/Agreement-Binding

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

## 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. The Board assumes no 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.

## Facilities

### The Governing Board has entered into a separate lease with an independent party for its new School Site.

### Upon request, the Governing Board shall provide the Board a description of the School Site, the financing for the School Site, the evidence from local government inspection authorities that the School Site is safe to be used as a public school (e.g., state or local health and fire department inspection certificates) consistent with Utah Administrative Code R277-471. SLSPA shall not be allowed to operate unless and until all health and safety certificates are current.

## Open Meetings

The Governing Board agrees to be subject to the Utah Open and Public Meetings Act.

## Governing Board and School Transparency

The Governing Board agrees to have on its website: an electronic copy of the School’s approved charter, signed charter agreement, bylaws, and articles of incorporation; the Governing 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; timelines and processes for new student application and registration, as well as timelines and processes for students transferring from the School to another school.

## Fidelity to the Charter

### Mission Statement: SPA empowers students through a vibrant arts curriculum combined with rich academics to foster opportunities and build a community where creativity thrives and students make a lasting impact on and off the stage.

2. Purpose(s) of the charter school: The charter school purposes consistent with U.C.A §53G-5-104 include:

1. SPA seeks to instill in its students the life skills of creativity, confidence, collaboration, communication, and leadership.
2. SPA will allow students to learn from the finest performers and educators in their fields.
3. SPA will provide standards-aligned performing arts and enhanced academic curricula needed for students to graduate. The academic offerings at SPA will support the performing arts, allowing students access to a graduation path as well as a performance-based education.
4. SPA will offer a hands-on learning experience through innovative performance-based classwork and diverse educational approaches and methods.

### SPA relocated to its current downtown location in order to provide students the opportunities that come with being in the center of Salt Lake City’s performing arts hub. SPA anticipates that its brand and student population will grow due to its stellar performing arts offerings and in-house academics.

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| *Fidelity to Charter: Performance Goals and Measures* | | |
| **Measure** | **Metric** | **Goal** |
| Small school size | Total student population | 400 or fewer |
| Small class size | Average class size Largest class size | 21 or fewer  30 or fewer |
| Performance Track | Percentage of students will enroll in specialized, advanced or conservatory classes in the performing arts | 60% or more |
| Supportive school climate | Average score in school climate survey administered to all students in late winter or early spring | 3.0 or above on a 1 to 5 scale |
| Academic support | Ratio of counselors or social workers to students | 1 or more to 325 |
| Academic support | Hours of structured training in time management, SEL, and college readiness activities per grades 9th, 10th, 11th and 12th grader | 20 hours or more |
| Academic Success rate  Performing Arts Curriculum | Percent of graduates earning a Performing Arts High School Diploma on time  Percentage of students will participate In performance class outcomes as part of performing arts curriculum  Hours of structured training by outside industry professionals offered by the school/educators per year | 85% or higher  85% or higher  100 hours or more |

# **SCHOOL GOVERNANCE**

## Governing Board

### The Governing Board will govern SPA in accordance with the authorized articles of incorporation and bylaws, federal and state laws and rules, and this Agreement. The Governing Board’s powers and behavior shall be governed by Article 4 of the Bylaws. (See documentation, Articles of Incorporation and Bylaws)

### The School’s Principal will sit on the Governing Board as an ex-officio member. A member of the Board will sit on the Governing Board as a voting member. The members of the Governing Board will select one member each to serve as president and vice-president. These officers’ powers and behavior shall be governed by Article 5 of the Bylaws. Employees of the school may not serve as Governing Board officers.

## Chief Administrative Officer/Principal

1. The Chief Administrative Officer will be the Principal of the school. The selection and supervision of a qualified Principal will be the responsibility of the Governing Board. The Principal will be responsible for the day-to-day management of the school. The Principal will be responsible to oversee financial expenditures, hold regular faculty meetings, supervise teachers and other staff, ensure school curriculum meets USBE requirements, implement Governing Board decisions, and promote the school’s mission, philosophy, and goals. The Principal will also assume all duties assigned by the Governing Board, including those specifically outlined in the current principal job description. The Principal will hire necessary administrative staff as needed. All administrative staff members and teachers report to the Principal.

2. The Principal and his/her designee(s) will manage the School’s performing arts and academic curriculum. The Principal and his/her designee(s) will ensure the coordination of the School’s performing arts tracks, ensuring the School’s curriculum meets USBE requirements, implementing Governing Board decisions, supporting the academic efforts of students and student success, and promoting the School’s mission, philosophy, and goals. The Principal and his/her designee(s) will be responsible for identifying and applying for grants that will assist the School with its performing arts and academic mission.

# **PERSONNEL/VOLUNTEERS**

## Licensed Employees

SPA will adhere to the following guidelines in regards to classroom teachers. All teachers will:

* Be licensed and certified by the State of Utah or be qualified to teach under Utah State of Education’s alternative certification or authorization program.
* Have strong expertise in content-area instruction.
* Participate in professional development activities.
* Be in agreement with the mission and vision of the school, and instructional philosophy.
* Demonstrate a willingness to support SPA’s performing arts emphasis.

Moreover, hiring core academic teachers will be based on the Utah Administrative Rule (find updated rule) Similarly, hiring paraprofessionals will be according to Utah Administrative Rule R277- 524-4 regarding the Requirements for Paraprofessionals. SPA is an at-will employer. The board has the right to terminate a contract when an employee is not complying with the standards set forth by the school or the State of Utah and in the contract. Background checks and/or drug testing of prospective or current employees, particularly teachers, will be performed as required by state law. Any individual who will have unsupervised time with students (e.g., parent volunteers and advisors) will also be required to submit a criminal background check. The school will maintain a confidential personnel file for each employee. The file will contain any employment-related documents.

## Non-Licensed Staff

### SPA employs part-time teachers who are not certified and will obtain any applicable waivers to comply with all existing regulations. SPA may also utilize alternative routes to certification available through the USBE.

## SPA will not discriminate in program benefits, participants, employment, or treatment on the basis of sexual orientation, age, 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.

## 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 USBE 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 this charter.

## 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 USBE 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 this charter. The Board may consider the refusal of an individual to submit to a fingerprint check in determining whether:

### to grant final approval of the charter agreement;

### to recommend to the Governing Board that the individual be denied employment; or

### to revoke the charter of the Governing Board.

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| *Indicator – Personnel/Volunteers – Adherence to licensing standards and hiring practices* | | |
| **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 |

# **OPERATION OF THE SCHOOL**

SPA shall at all times be operated by the Governing Board in accordance with state and federal law, and USBE rules.

## Calendar

As prescribed by USBE and Board policy, SLSPA will provide a minimum of 180 days and 1,000 hours of instruction.

## Curriculum and Instruction

SPA will follow a traditional 9-month, 180-day calendar. SPA will use semesters and quarters as divisions of calendar systems. There will be no instruction on the following days: Labor Day, Dr. Martin Luther King Jr. Day, President's Day, Memorial Day, Thanksgiving Recess, Winter Recess, Spring Recess, and Emergency Make-up Day. SPA will meet the requirement of 990 hours of instruction, 180 school days, and up to four days of professional development for teachers per year.

SPA will provide a standards aligned performance based academic curriculum, with an emphasis on experiential learning with the goal of having a fully integrated onsite academic program by XXXXXX.

2024-2025: SPA will offer English Language Arts 9-12, Secondary Math I, II, II, and Mathematics for Decision Making, Biology and Earth Science. These academic courses will be offered alongside a robust and broad offering of performing arts coursework. All other courses needed to graduate will be offered during an online lab through the Statewide Online Education Program (SOEP).

2025-2026: In addition to the course work above, SPA will begin offering US History II, Geography, US Government & Citizenship, World History, and Financial Literacy.

2026-2027: In addition to the coursework above, SPA will begin offering Lifetime Sports, Fitness for Life, Participation, Skills & Techniques, and Health II.

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| *Instruction: Performance Goals and Measures* | | |
| **Measure** | **Metric** | **Board Goal** |
| Identification of vulnerable populations | Hours of time spent identifying and working with students who are at risk during MTSS, PLC, and other student focused meetings per school year | 50 hours or more |
| Student and parent evaluation of teachers | Average student rating of teacher performance/behaviors in a yearly survey of all students and parents | Average of 3.5 or above on a  5 point scale |
| Professional development time | Hours of high-quality professional development per year per teacher focused on content-based instruction | 20 hours or more |
| Common planning time | Hours of common planning and school planning activities with fellow faculty and staff members per teacher per year | 20 hours or more |
| Peer observation and coaching | Sessions of peer observations and debriefing and feedback related to content-based instruction strategies and other professional development priorities, per teacher per year | 4 or more sessions |
| Principal observation and feedback | Sessions of observation and related feedback and coaching provided by the principal, focused on content-based instruction strategies and other professional development priorities, per teacher per year | 4 or more |

### Special Education

SPA is committed to provide quality instruction to all students. SPA’s teachers will be encouraged to assess each student on a continuous basis to determine each student’s particular learning difficulties, strengths, and weaknesses.

Moreover, counselors will conduct interviews with students and parents to decide how to provide help to each student. They will also review records from previous schools, including the Individual Education Plans (IEP). If a disabled student needs special education services, the IEP team will develop an IEP for that student.

1. The IEP team includes one or more regular teacher, special education teacher, a representative of LEA (Local Educational Authority), -if appropriate- the student, and the parents. The IEP will include specific goals for each student that correlate with the Utah core curriculum. The IEP will be accessible to special education teacher, regular education teachers, and other service providers who are responsible for IEP’s implementation so that all these parties could be informed of their responsibilities.
2. SPA will offer an inclusive and holistic approach to special education services. All special education students will receive support, remediation, modifications, and consultation services. We are committed to provide special education services that meet all special education needs.
3. SPA will follow the Utah Special Education Rule regarding new referrals. Whenever a referral for special education is considered necessary, a record of the results of interventions implemented will be attached to the referral and reviewed along with the student’s previous school performance.
4. SPA will not deny the rights of a parent to refer a student for evaluation, nor will it delay by the procedures listed in the Regular Education Interventions section of Utah Special Education Rule. It is SPA’s policy that all children with disabilities and who are in need of special education are identified, located, and evaluated through Child Find.
5. SPA will follow all the requirements related to the Child Find system and procedures listed in the Utah Special Education Rule. All students will undergo a systemic screening to determine needs by the regular teachers and/or the special education teacher during the first month of the school. Teachers or other staff members will recommend to parent’s medical screenings of the students, including physical, sensory, language, and speech. Available special education services will be included in the student handbook distributed to every family each year. SPA will follow all the requirements of the Individuals with Disabilities Act (IDEA) 2004 and Utah Special Education Rule.
6. All teachers and administrative personnel at SPA will be required to have knowledge of IDEA 2004 and Utah Special Education Rule requirements. Special education records will be requested, reviewed, maintained, and transferred following Utah Special Education Rule requirements.

### Teaching Schedule

Teaching schedules will follow an A/B block format.

## Evaluation

1. SPA will utilize both informal and formal evaluation of school personnel. The degree to which teachers are able to work in harmony with our mission, other staff, students, parents, the director, and school volunteers will be a central factor in evaluation.
2. The Director and/or any supervisor will observe the teachers informally at any time. Formal evaluation will be done at least twice in a year and may include, but not be limited to, the following criteria: ability to differentiate instruction, instructional effectiveness, assessment procedures, knowledge of curriculum, organization, discipline, instructional methods, learning activities.
3. The Director will meet with the teacher after formal evaluation to discuss observations and provide feedback and constructive criticism with suggestions for improvement.
4. Both parents and students will have the opportunity to give feedback about teachers via separate Parent and Student Feedback Questionnaires designed to assess information about teaching methods, teacher accessibility, and responsiveness to parent and/or student concerns, etc.
5. An annual evaluation of secretarial and custodial staff will be conducted by a supervisor or the Director. The Director will also undergo an annual review process based on the following criteria: supervision of teachers; ability to manage students, staff, and programs; overall professionalism, etc. For this, the governing Board will form an evaluation committee that will provide feedback for the Director. All evaluations will be added to the employee’s file and will remain confidential. All employees shall have the right to make written objections to the observations or review findings within one week of receipt by stating areas of disagreement. These objections will be attached to the observation and/or evaluation and kept in the employee's personnel file.

### D. School Improvement Plan

SPA is a model of self-improvement. At all levels, there will be an expectation of goal setting and self-evaluation. Each year the Governing Board will set goals and create a School Improvement Plan (hereafter referred to as “SIP”) that addresses the needs of students, parents, and faculty.

1. The Principal and teachers will each be involved in bi-annual assessments of school, class, and self.
2. The SIP will ensure that all SPA’s primary goals and objectives are consistent with the overall vision of the School, and emphasis will be placed on utilizing researched-based methods and ideas.
3. Data will be used to identify opportunities for growth and progress.
4. These goals will be reviewed semi-annually to assess progress and make revisions as necessary. Goals will be measurable, specific, and easily identifiable to better recognize achievements made.

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| **School Improvement** | | |
| **Measure** | **Metric** | **Goal** |
| Self-Reflection of all stakeholders | Percentage of surveys completed. | 85% |
| Metrics and Outcomes are assigned to school goals | Percentage of the time that measurable and identifiable metrics and outcomes are assigned to school improvement goals. | 100% |
| Review of goals and goal progress | Administrative team will review goals quarterly and adapt practices and programs to better meet goals | Review Quarterly |

## Students

### Admission and Enrollment

1. Admission and enrollment of students shall be prescribed by the applicable state and federal laws and rules.
2. An Open Enrollment Period will be established during which applications will be received by the Governing Board via mail, e-mail, and/or personal delivery. Within two weeks of receiving an application, the School administration will notify the applicant of receipt. An application will not be considered complete until such notice has been received. The Open Enrollment Period will allow for at least 30 days for receiving applications.
3. All complete applications will be added to an applicant pool. Prospective students will be given the opportunity to enroll regardless of race, color, national or ethnic origin, religion, sex, sexual orientation, social or economic status, disabling condition, or proficiency in the English language. If necessary, students will be selected by a computer-generated random draw conducted in an open meeting. This random draw will begin with the 12th grade. When a student’s name is drawn, the siblings of the applicant will also be invited to enroll, provided there are openings. The random draw will continue to the 11th grade, and then the 10th grade, etc. Students already enrolled will be given preference for re-enrollment during subsequent years. Siblings of enrolled students will also be given preference over other applicants. Applicants will be notified in writing of their status or any change of status following the original lottery and subsequent lotteries. This notice will be provided within 30 days of the application deadline.
4. 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.
5. Requests for SPA to change its enrollment and grade configuration from that set out in its application, application documents, and/or this Agreement, must be submitted to the Board.
6. SPA is obligated to provide free and appropriate public education and related services to students with disabilities. SLSPA may not send students with disabilities back to resident districts because SPA lacks services, nor may SPA “counsel students” out of the School.

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| *Student Attendance, Transfers, and Retention: Performance Goals and Measures* | | |
| **Measure** | **Metric** | **Board Goal** |
| Student attendance rate | Average attendance by enrolled students over the course of the school year | 85% or above |
| Student transfer rate | Number of students who exited during the year divided by the number of students enrolled on the last day of school | 25% or below |
| Student retention rate  Related Service | Number of non-graduated students enrolled at the end of the prior school year who continue to be enrolled on October 1 of the current year, divided by number of non- graduating students enrolled at the end of the prior school year  SPA personnel will be trained yearly in Child Find, FAPE and IDEA | 70% or above  Yearly |

### Behavior Standards & Dress Code

1. SPA will assemble a student handbook including clear behavioral expectations and consequences. The handbook will be provided online and reviewed with parents and students through advisory and back-to-school nights as well as distributing an electronic copy, and students will be expected to sign a behavioral contract agreeing to abide by the guidelines contained therein.

1. Any SPA dress code must be approved by the Governing Board.

### School Discipline

1. SPA agrees to and shall comply with all state and federal laws and rules governing discipline, except as otherwise provided by law.
2. SPA shall comply with state and federal laws and rules 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).
3. SPA 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 SPA. If SPA suspends a student with special needs, it shall continue to provide the student with continuing education services to the extent mandated by state and federal laws and rules.
4. All students at SPA have the right to feel that they are physically, emotionally, and intellectually safe. Therefore, if at any time a student feels he/she is the subject of harassment, hazing, threats, or other intimidating behavior, he/she should immediately speak to an administrator about the problem. The situation will be investigated immediately. All reports like this will be kept completely confidential
5. A student may be suspended at any time for disobedient behavior, fighting, bad language, poor attitude, rebellion, disregard for school rules or property, or similar incidents.
6. No student will be suspended without notice for the reason for which he/she is being suspended and an opportunity to be heard in his/her own behalf before the director/designee. Parents will be informed immediately of all suspensions. The student’s parents are required to contact the Director and any staff member involved in the suspension prior to the student’s return to school. A suspended student may or may not be required to make up work missed and will not be allowed to attend any school related function during a period of suspension.
7. The decision to expel any student will be made in writing and will include the reasons for the expulsion by the Director after hearing about the events involved in the situation.
   1. No student shall be expelled without the opportunity for a formal hearing before the Governing Board or before a disciplinary committee duly authorized by the Board. Such hearings shall be closed to the public, but should the parent request, the meeting will be held in public. Students and parents/guardians may appeal an expulsion within two school days of the expulsion being issued. This appeal will be made to the Director and heard by the Board or disciplinary committee. All disciplinary committee hearings on expulsions will be held within five (5) school days of the appeal being made. The decision of this disciplinary committee is final. A handbook on school rules and discipline will be distributed to every child and parent at the beginning of school.
8. Ultimately student discipline will be conducted at the discretion of the Principal and he/she may utilize any lawful and/or prudent means he/she feels is necessary to ensure a safe learning environment. The Principal will be responsible for understanding the legal requirements for disciplining all students, including students with disabilities.

## Student Assessment

### At the beginning of every school year and prior to administering any state assessment, SPA will review the State Ethics Policy with all teachers, who have a role in administering state assessments, if any. If applicable, school test proctors will be 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.

### If applicable, SPA will administer all District and 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. The administration of each state assessment will follow all ethical testing procedures including a secure testing site as defined in *Standard Test Administration and Testing Ethics Policy for Utah Educators*.

### If applicable, SPA 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.

### SPA will also administer internal benchmarking tests to determine student needs. These assessments will be in English Language Arts and Mathematics and be administered twice per year with a focus on growth.

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| *Assessment Performance Goals and Measures* | | |
| **Measure** | **Metric** | **Board Goal** |
| Process oriented learning assessment | Percentage of students will achieve depth of knowledge (DOK) level 4 or 5 in their performing arts classes | 75% or more |
| Product oriented learning assessment | Percentage of students will participate in a formal production or class review once per semester | 90% or more |
| Written language skill assessment | Percentage of students writing critiques appropriate for the performing arts class they are enrolled in | 90% or more |
| Reading assessment  Mathematics Assessment | Increase overall reading proficiency as based on START Renaissance Reading Inventory by 5% from BOY to EOY  Increase reading proficiency of struggling readers by 10% from BOY to EOY. Struggling readers identified as students who are reading two or more grade levels below current grade level  Increase overall math proficiency from MOY to EOY by 5% as measured by STAR Math Diagnostic. STAR Math Diagnostic baseline will be determined in January 2025 and compared to May 2024 scores | Increased by 5% or more  Increase by 10% or more  Increase by 5% or more |

### F. Extracurricular Activities

SPA provides various extracurricular activities; however, SPA students may be allowed to participate in extracurricular activities offered at an appropriate high school as long as their participation complies with state law and Utah High School Activities Association (“UHSAA”) regulations..

## Records

### Subject to state and federal laws, the USBE, 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.

### The Governing Board and School are subject to the Government Records Access and Management Act (GRAMA).

### The School is subject to all the provisions of the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the Utah Student Privacy and Data Protection Act, Utah Code Ann. §53E-9-101 et seq. In the event the School closes, it shall transmit all official student records as prescribed by law or USBE rule.

## Replicating and Sustaining SPA

There are no current plans to replicate this charter school. Marketing, recruitment and fundraising will be an ongoing process to maintain a stable enrollment and financial condition at levels sufficient to serve students in a high-quality program.

# **FINANCES AND REPORTING**

1. Financial and Governance Warnings

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

Website: https://rules.utah.gov/publicat/code/r277/r277.htm

Mail: Utah State Board of Education

250 East 500 South

P.O. Box 144200

Salt Lake City, UT 84114-4200

B. Fiscal Management

### 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 to the governing authority and the State Auditor’s Office.

### The Governing Board shall comply with all generally accepted standards of fiscal management. These standards 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. §53G-7-302 et seq.).

### The Governing Board is responsible for preparation and submission of all financial and school reports to the State. This includes, but is not limited to, the State Accountability Report, Financial Audit Report, and the Financial and Enrollment Report as required by the USBE.

### SPA’s Principal and business manager will prepare an annual operating budget of revenues and expenditures, a cash-flow projection, and a capital budget, as needed. The Governing Board shall annually review and approve these budgets and projections.

### The Governing Board will arrange for an independent certified public accounting firm to conduct an audit of the School’s financial statements annually.

1. Any cost associated with the audit of the school is borne by SPA. The School will maintain a comparison of actual expenditures to budgeted expenses.

### All short-term and long-term debt must be approved by the Governing Board and may not exceed the duration of the charter without consent of the Board. When applicable, short-term debt consists of financing expected to be paid within one year of the date of the annual audited financial statements. Long-term debt consists of financing that is not expected to be repaid within one year. All debt incurred must be paid during a realistic time frame that is consistent with the approved budget. The Governing Board reserves the right to pay off debt sooner if budget allows.

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| *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 ratio | Current Assets  ÷  Current Liabilities | > 1.15 |
| Debt ratio | Total Liabilities  ÷  Total Assets | < 0.9 |
| Occupancy costs | Facility Costs  ÷  Total Operating Revenues | < 25% |
| Maintain applicable bond covenants | No Default Certification, Audited Financial Statements | Yes |
| Current assets to total annual operating expenses | Current Assets  ÷  (Total Annual Operating Expenses  ÷ 365) | > 30 - 60 days cash on hand or cash reserve as required by bond covenants, whichever is greater |
| Adherence to Budget | (Budgeted expenditure - Expenditure) / Budgeted expenditure | Overall budget to actual expenditures within 10% of budget |

# Budget Policies and Procedures

### The following requirements relate to the development and implementation of the yearly budget:

1. The School’s fiscal year will run concurrently from July 1 to June 30. SPA’s operating funds will be generated from State WPU programs, on-going state programs (determined by the Legislature), federal funds and grants, and private grants and donations.
2. Any undistributed reserves at the end of a fiscal year shall be added to the next year’s budget.
3. SPA will include reserves in its budget to meet any unexpected or emergency expenditures.

D. Insurance and Bonding

1. 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) aggregate, and one million dollars ($1,000,000) per occurrence;
2. employee dishonesty bond;
3. workers’ compensation, as specified by federal and state 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 USBE rule;
6. property insurance for reasonable coverage as approved by the Governing Board or as required through other agreements; and

g. health insurance for employees, as required by federal and state law.

2. The provisions of paragraph C(1) shall not preclude any School from obtaining liability insurance coverage in addition to or in excess of the requirements stated in this section.

3. Written proof and copies of required insurance policies shall be provided to the Board upon request. The policies shall be maintained by the Governing Board with this Agreement. Upon request, the Governing Board shall provide the Board with a certificate of insurance.

E. Procurement

SLSPA is subject to the Utah Procurement Code.

**VII.** **SUPPORT SERVICES**

1. Transportation

SLSPA will provide transportation to School sponsored events, as appropriate.

B. Food Services

Students may eat lunch on-site at School and must adhere to School policies regarding behavior, and payments. Students can apply for free and reduced lunch.

C. Health and Safety

SPA complies with all relevant health and safety codes. The School ensures the School Site is clean and is well-maintained.

D. Emergencies

SPA will create emergency policies and procedures that not only comply with state and federal law, but also ensure that the SLSPA community can safely and effectively respond to emergencies and disasters. Upon request, SPA will report these policies and procedures to the Board.

**VIII. 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.

1. Children with Special Needs

As prescribed by the USBE, 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

1. The School must have an electronic student information system (SIS) and electronic fiscal system that can fulfill the following requirements:
2. produce a complete USBE Clearinghouse file multiple times a year;
3. submit electronic standardized testing “pre-load” and “all-student” files;
4. integrate with the USBE statewide student identification, SSID system;
5. integrate with the USBE UTREx system;
6. provide basic school accounting functions such as budgeting, payroll, accounts payable, account receivable, and personnel management;
7. produce a USBE specified electronic file for the production of the Annual Financial Report and the Annual Program Report (AFR/APR); and
8. 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.

**IX. CHARTER REVIEW**

1. Review Process

### Annually, SPA’s Principal shall provide to the Board a written report of all performance measures for the past school year and upon request the demographic information for the current school year. The review process will be guided by the following core questions:

1. Is the School’s academic quality successful?

b. Is the School’s organizational quality viable?

c. Is the School demonstrating good faith in following the terms of its charter and applicable law?

B. Dispute Resolution

1. In the event that the School and Board have disputes regarding the terms and conditions of the charter or any other issue regarding the School and authorizer’s relationship, both parties agree to follow the process below:
2. In the event of a dispute between the School and the Board, the parties agree to first frame the issue in written format, then refer the issue to the Board’s Executive Director. In the event that the Board believes that the dispute relates to an issue that could lead to revocation of the charter, this shall be specifically noted in the written dispute statement.
3. The Principal and Board Executive Director shall informally meet and confer in a timely fashion to attempt to resolve the dispute. If this informal meeting fails to resolve the dispute, both parties shall identify two board members from their respective boards who shall jointly meet with the Board Executive Director and Principal and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, the Board Executive Director and the Principal shall meet to jointly identify a neutral, third-party mediator.

c. The Principal and Board Executive Director are required to meet at least once but may mutually agree to meet more than once if it appears that further meetings may successfully resolve the issue. If the Parties do not successfully resolve the dispute by this informal meeting, then the Party finding the informal meeting unsatisfactory shall provide written notice to the other Party, demanding mediation. The demand for mediation may not be given prior to the first informal meeting and shall not be given any later than 90 calendar days following the completion of the first informal meeting. The demand for mediation shall be sent certified mail return-receipt requested to the other Party and shall set forth all of the issues that Party deems outstanding that must be submitted to mediation.

1. The Party in receipt of the demand for mediation shall respond within 20 business days listing any issues it deems appropriate for submission to the mediator.

e. Within 20 calendar days or less of the written Request for Mediation, the Parties shall agree on one mediator. If the Parties cannot agree on a mediator, they will request appointment of a mediator by Utah Dispute Resolution. The costs of mediation shall be borne by the Parties equally. Recommendations from the mediator shall be non-binding.

f. Any such controversies (except those for which the appropriate remedy should be injunctive relief) shall be mediated within 60 calendar days of the date on the written demand for mediation, or the soonest date thereafter that the mediator is available.

C. Termination of Charter

1. If appropriate, the Board will attempt to resolve any disputes through the process outlined above prior to terminating this charter.
2. The Board may terminate this charter on any of the following grounds:

a. failure of the Governing Board or School to meet the requirements stated in the charter;

b. failure of the Governing Board to meet generally accepted standards of fiscal management;

c. violation of law, regulation, or USBE rule;

d. material violation of any of the conditions, standards, or procedures set forth in this Agreement;

e. failure to meet the requirements for student performance under state or federal law; or

f. other good causes shown.

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

1. A charter that is terminated by the Governing Board shall be terminated consistent with state law and USBE 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.

### Property Ownership.

Following the termination of a charter and after the settlement of outstanding obligations, there is a presumption that any 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.

**XI.** **OPERATION OF THE AGREEMENT**

A. Commencement and Termination

This Agreement begins with the school year that commences immediately following or coincident with the date of this Agreement.

B. Indemnity

The Governing Board agrees to indemnify and hold harmless the Board and 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 must 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 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 Board.

F. Notice

Any notice the Governing Board or School is required or permitted to submit to the Board under this Agreement shall be delivered to the Board electronically or at its physical address, as mutually agreed.

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.

This Agreement will only become effective upon approval by the Board and Governing Board in an open meeting.

SPA Chief Administrative Officer or Principal Date

Governing Board Chair Date

Board Executive Director Date

Board Chair Date