

CHARTER AGREEMENT

This Charter Agreement (“Agreement”) is made and entered into this ____ day of _____ 20____ by and between the State Charter School Board, (“SCSB”) located at 250 East 500 South, Salt Lake City, Utah, and [Name of Applicant] and [names of the members of the governing board of the charter school] (collectively referred to as “Applicant”), residing in _____ County, Utah.

RECITALS

WHEREAS, SCSB is an authorizer of charter schools under Utah Code Ann. § 53G-5-205(1);

WHEREAS, Applicant has applied to SCSB to be allowed to operate the charter school proposed in its application (“Charter School”);

WHEREAS, SCSB has approved Applicant’s application; and

WHEREAS, SCSB and Applicant desire to comply with Utah Code Ann. § 53G-5-304(3) by entering into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other valuable consideration, the parties agree as follows:

SECTION 1. Establishment of Charter School.

(a) Applicant shall have the right to operate the Charter School according to the terms of this Agreement. This Agreement includes the terms set forth in Schedule A, which is attached hereto and made part of this Agreement. Any conflicts between Schedule A and this Agreement will be resolved in favor of Schedule A.

(b) The name of the Charter School is set forth in Schedule A.

(c) The location of the Charter School is set forth in Schedule A.

(d) As required by Utah Code Ann. § 53G-5404(7), the Charter School shall be organized and managed under Title 16, Chapter 6a, Utah Revised Nonprofit Corporation Act.

SECTION 2. SCSB Oversight.

(a) The Charter School shall fully support SCSB’s oversight responsibilities by timely responding to all requests made by SCSB, including inquiries, requests for reports, audits, formal and informal investigations, formal and informal visits and inspections of books and records of the charter school.

(b) SCSB shall do its best to avoid administrative costs associated with duplicate requests.

SECTION 3. Operation of Charter School.

(a) The mission statement and purpose of the Charter School are set forth in Schedule A.

(b) The Charter School's opening date is set forth in Schedule A.

(c) The grade levels the Charter School will serve are set forth in Schedule A.

(d) The maximum number of students the Charter School will serve is set forth in Schedule A. This number is subject to Utah Code Ann. § 53G-6-504.

(e) The Charter School's key elements are set forth in Schedule A.

(f) The Charter School's enrollment preferences are set forth in Schedule A.

(g) The Charter School's minimum performance standards are set forth in Schedule A.

SECTION 4. Governance of Charter School. The Charter School shall be governed by a governing board that is subject to the following:

(a) The governing board shall have the authority, as established in its articles and bylaws, to decide all matters relating to the operation of the Charter School and shall have the final responsibility for the academic, operational, and financial performance of the Charter School, with the understanding that the governing board may delegate decision-making authority for policy and operational decisions to officers, employees, and agents of the Charter School so long as the ultimate responsibility for and oversight of any such delegated authority remains with the governing board.

(b) The governing board shall ensure that the Charter School's policies and programs comply with the terms and conditions of this Agreement and with all governing federal and state laws, regulations, and rules that the Charter School is subject to.

(c) The structure of the governing board is set forth in Schedule A.

(d) The governing board shall adopt rules of order and procedure for its meetings as required by Utah Code Ann. § 53-5-413.

(e) SCSB may, at its discretion, provide administrative services to, or perform other school functions for the Charter School, and charge fees for the provision of those services or functions.

(f) The governing board shall meet all reporting requirements described in Utah Code Ann. § 53G-5-404.

(g) Any notice or communication that SCSB is required or may give to Applicant or the Charter School under this Agreement shall be effective after being delivered or communicated to the chair of the governing board.

(h) The governing board shall timely submit any reports required by state and federal law, this Agreement, and as requested by SCSB.

SECTION 5: School Autonomy. SCSB shall honor and preserve the core autonomies that are crucial to the Charter School's success by doing the following:

(a) SCSB shall review and evaluate the performance of the Charter School and hold the Charter School accountable for its performance measures that are established in this Agreement;

(b) SCSB shall assist the Charter School in understanding and carrying out the Charter School's obligations under this Agreement.

(c) SCSB shall bi-annually review its 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.

(d) SCSB shall review all leases, lease purchase agreements or other contracts or agreements relating to the Charter School's facilities or financing of the Charter School's facilities before the lease, agreement, or contract is entered into.

SECTION 6: Transparency. The governing board shall ensure that the Charter School is transparent by doing the following:

(a) The governing board shall comply with Title 52, Chapter 4, Open and Public Meetings Act.

(b) The Charter School shall maintain a website with the content requirements found in UT Admin. Code R277-551-5, posted at least 180 days prior to the opening day of school.

(c) The Charter School's website shall contain the following:

(i) links to school data and accountability reports maintained on other websites (e.g., student assessment, audited financial statement, etc.);

(ii) links to the governing board meeting dates, agendas, minutes, and recordings; and

- (iii) reports created by the governing board to provide evidence of how the Charter School performed compared to the assurances and school accountability measures required under this Agreement.

SECTION 7. Compliance with Laws, Regulations, and Rules.

Applicant acknowledges that, under Utah Code Ann. § 53G-5-401(1)(a), the Charter School is considered a public school within the state's public education system and is subject to and must abide by all federal and state laws, regulations, rules, and policies otherwise effecting charter schools as public schools.

SECTION 8. Charter School's Financial Matters.

(a). The Charter School's fiscal year shall begin on July 1 of each calendar year of the term of this Agreement and shall end on June 30 of the subsequent calendar year.

(b) The minimum financial standards for operating the Charter School are set forth in Schedule A.

SECTION 9. Insurance.

(a) The Charter School shall obtain and maintain adequate liability and other appropriate insurance through the Utah 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. The insurance shall include:

- (i) general liability;
- (ii) errors and omissions;
- (iii) directors and officers liability;
- (iii) workers' compensation;
- (iv) comprehensive/collision consistent with cash values of vehicles if applicable;
- (v) liability insurance specific to the charter school's governing board's financial officer or treasurer or business administrator consistent with coverage designated in board rule; and
- (vi) tail coverage or closeout insurance covering at least one year after closure of the Charter School.

(b) The general liability, errors and omissions, and directors and officers liability coverage shall extend through completion of the closure of a the Charter School under Utah Code Ann. § 53G-5-504.

(c) The Charter School may obtain liability insurance coverage in addition to or in excess of the requirements stated in this section.

(d) SCSB shall be named as an additional insured under all general liability insurance policies required by this section, except where there is common coverage provided by Risk Management.

(e) Written proof and copies of required insurance policies shall be provided to SCSB at least 90 days prior to the initial opening of the Charter School. The Charter Schools' governing board shall provide SCSB with certificates of insurance annually within thirty days of the insurance purchase or renewal.

SECTION 10. Review of the Charter School's Performance.

(a) The Charter School shall be held to SCSB Charter School Performance Standards, as amended.

(b) SCSB shall perform at least an annual review and evaluation (or more often as the need arises as determined by SCSB) of the charter school's performance. To facilitate this, the following shall do the following:

(i) In keeping with the purpose of Title 53G, Chapter 5, Charter Schools, SCSB shall 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, as well as reporting overall portfolio performance.

(ii) The Charter School shall maintain all documents that are needed to determine and support the data that SCSB uses in its public performance report and shall submit such additional documents as SCSB may request.

(iii) SCSB's review and evaluation of the Charter School shall follow SCSB's policies and shall be guided by the following questions:

(A) Is the Charter School's academic quality successful as represented publicly and as described in this Agreement?

(B) Is the Charter School's organizational structure and governance viable and sustainable?

(C) Is the Charter School's enrollment viable and sustainable?

(D) Is the Charter School's financial position viable and sustainable?

(E) Have any members of the governing board or officers of the Charter School made any misrepresentations to SCSB or the public?

- (F) Is the Charter School faithfully complying with the terms of this Agreement and all applicable laws, regulations, and rules?
- (iv) If SCSB identifies deficiencies in its review or other investigation of the Charter School, the following provisions shall apply:
 - (A) SCSB shall take steps it deems necessary to remediate the Charter School's deficiencies in accordance with SCSB's written policy regarding remediation of deficiencies and UT Admin. Code R277-553-3.
 - (B) SCSB may remove the Charter School's director or financial officer, or their equivalent positions, or a governing board member, and appoint an interim director, mentor, finance officer, or governing board member in their place in accordance with Utah Code Ann. § 53G-5-501.
 - (C) SCSB may terminate this agreement in accordance with Utah Code Ann. § 53G-5-503.

SECTION 11. Termination of Agreement. Subject to the requirements of Utah Code Ann. § 53G-6-503, SCSB may terminate this Agreement for any of the following reasons:

- (a) The Charter School's failure to meet the requirements stated in this Agreement;
- (b) The Charter School's failure to meet generally accepted standards of fiscal management;
- (c) The Charter School's designation as a low performing school under Title 53E, Chapter 5, Part 3, School Turnaround and Leadership Development; and failure to improve the Charter School's grade under the conditions described in Title 53E, Chapter 5, Part 6, School Turnaround and Leadership Development;
- (d) The Charter School's violation of requirements under Title 53G, Chapter 5, Charter Schools or another law; or
- (e) other good cause.

SECTION 12. Closure of the Charter School.

If the Charter School is closed for any reason, including the termination of this Agreement in accordance with Utah Code Ann. § 53G-5-503 or the Charter School's conversion to a private school, the Applicant and the Charter School shall comply with the provisions of Utah Code Ann. § 53G-5-504. The Charter School may not dispose of its assets in violation of state board rules, SCSB's policies, Section 53G-5-504, or other related provisions of Title 53G, Chapter 5, Charter Schools.

SECTION 13. Limitation of Liability for Debts or Financial Obligations of the Charter School.

(a) Except as provided in Part 6, Charter School Credit Enhancement Program, neither SCSB nor the state, including an agency of the state, shall be liable for the debts or financial obligations of the Charter School or a person who operates the Charter School.

(b) As provided under Utah Code Ann. § 53G-5-505(2), the governing board, the nonprofit corporation under which the Charter School is organized and managed, and the Charter School are solely liable for any damages resulting from a legal challenge involving the operation of the Charter School.

SECTION 14. Waiver of State Board Rules.

The Utah State Board of Education has waived for the Charter School the rules that are set forth in Schedule A.

SECTION 15. Modification.

(a) Except as provided in Subsection (b) of this section, this Agreement may not be modified except by mutual agreement between SCSB and the Charter School's governing board. Any such amendment must be made in writing and signed by the appropriate representatives of SCSB and the governing board.

(b) The Charter School's governing board may modify this Agreement without the mutual agreement described in Subsection (a) of this section to:

- (i) include an enrollment preference as described in Utah Code Ann. § 53G-6-502(4)(h); or
- (ii) only as described in Utah Code Ann. § 53G-7-221(5), include or remove an innovation plan.

SECTION 16. Indemnification. Applicant agrees to indemnify and hold harmless SCSB, the Utah State Board of Education, the school district, and the State of Utah, 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 agents.

SECTION 17. Assignment. The assignment of this Agreement or a significant part of the Charter School's assets, or any part of its operations, to another entity, related or not, is deemed an amendment and is effective only if the amendment is done according to SCSB's policy.

SECTION 18. Miscellaneous.

(a) In the performance of this Agreement, the Applicant and the Charter School shall each act in an independent capacity and not as officers or employees or agents of SCSB or the State of Utah.

(b) This Agreement constitutes the entire agreement between the parties and supersedes the Applicant's application and any other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(c) 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.

(d) This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

(e) Photocopies or electronic copies of this Agreement shall have the same force and effect as the original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

SCSB:

STATE CHARTER SCHOOL BOARD

By: Dr. Bryan Bowles
Title: Board Chair

APPLICANT:

APPLICANT

(Signature)

(Print Name)

MEMBERS OF THE CHARTER SCHOOL’S GOVERNING BOARD

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

SCHEDULE A

1. Name of Charter School: _____
2. Name of Charter School: _____
3. Location of Charter School: _____
4. Charter School’s Mission Statement: _____
5. Charter School’s Purpose: _____
6. Key Elements of the Charter School: _____
7. Opening date of school year: _____
- 8(a). The grade levels and the maximum number of students in each grade level the Charter School will serve are set forth below:

Grade Levels and Maximum Enrollment

- (b) If the Charter School has satellite charter schools, the maximum number of students will be collectively served by the Charter School is _____.
9. The Charter School’s enrollment preferences shall be as follows: _____
10. Charter school’s minimum performance standards shall be as follows: _____
11. The structure of the governing board shall be as follows:
 - (a) Number of members: _____
 - (b) How members are appointed: _____
 - (c) Term of office: _____
12. The minimum financial standards for operating the charter school shall be as follows: _____
13. The Utah State Board of Education has waived the following administrative rules for the Charter School: _____