

## CHARTER AGREEMENT

This Charter Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_ 20\_\_\_\_ by and between the State Charter School Board, (“SCSB”) and Vanguard Academy, Inc.  
(referred to as “Applicant”).

### 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 considerations, 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 may serve shall be 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 has minimum governance, financial, and academic performance standards and unique performance measures that are required by statute and rule. Per SCSB policy, these performance standards and measures are referenced in the Charter School Accountability Framework as performance indicators. The Charter School Accountability Framework will be used to evaluate the operation of the Charter School.

### **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, and under mutual agreement 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 the SCSB is required to give or may give to the 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 submit any reports required by state and federal law, this Agreement, and as requested by SCSB in a timely manner.

(i) The Charter School is required to be aware of and comply with any updates to the minimum governance standards made in statute, rule or SCSB policy.

**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 assist the Charter School in understanding and carrying out the Charter School's obligations under this Agreement.

(b) SCSB shall 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.

**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 also 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

**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 affecting 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 Charter School is required to be aware of and comply with any updates to the minimum financial standards made in statute, rule or SCSB policy.

**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 policyholder 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 the completion of the closure of 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 Charter School's Performance.**

(a) The Charter School is required to be aware of and comply with any updates to the minimum academic performance standards and unique performance measures made in statute, rule or SCSB policy.

(b) SCSB shall review and evaluate the Charter School's performance as required by statute and rule. To facilitate this, the following shall do the following:

- (i) In keeping with the purpose of Title 53G, Chapter 5, Charter Schools, SCSB may produce for public distribution an annual report that provides clear, accurate, performance data for the Charter School according to the Charter School Accountability Framework set forth by the SCSB, as well as reporting overall portfolio performance.
- (ii) SCSB shall gather all data that are needed to determine the achievement of performance standards as referenced in the Charter School Accountability Framework. The Charter School shall assist in gathering, maintaining, and submitting all data that are needed to determine the achievement of unique performance measures as referenced in the Charter School Accountability Framework.
- (iii) SCSB will meet with the Charter School to discuss performance over time, referenced as a comprehensive review.

(c) If SCSB identifies deficiencies in its review or other investigation of the Charter School, the 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.

**SECTION 11. Termination of Agreement.**

Subject to the requirements of Utah Code Ann. § 53G-5-503, 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. The 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

<b>Name:</b>	<b>Signature:</b>
Dr. W. Bryan Bowles, Board Chair	

**APPLICANT:**

APPLICANT

<b>Name:</b>	<b>Signature:</b>
Eric Freeman, on behalf of Applicant	

MEMBERS OF THE CHARTER SCHOOL'S GOVERNING BOARD

<b>Name:</b>	<b>Signature:</b>
Eric Freeman, Chair	
Darren Jenkins, Founding Member	
Daniel Jessop, Member	
Scott Kingston, Vice-Chair	
Debby Llewelyn, Member	
Kimly Mangum, Founding Member	
Grace Mitchell, Treasurer and Founding Member	
Brad Nelson, Member	
Benjamin Robinson, Member	



## SCHEDULE A

<b>Name of Charter School:</b>	Vanguard Academy
<b>Location of Charter School:</b>	The charter school shall be established in West Valley City, located within the Granite School District, which is material to its authorization.
<b>Charter School’s Mission Statement:</b>	Vanguard Academy’s mission is to empower our students to excel in college, careers, and lifelong success, with exceptional math, science and leadership skills, inspired by music and a passion for learning. Our students will embody outstanding ethical character, with a sense of duty and service to their country, community, family and self.
<b>Charter School’s Purpose:</b>	Continue to Improve Student Learning by serving children that have historically been underserved in traditional education. Increase Choice of Learning Opportunities by providing personal education plans for each student.
<b>Key Elements of the Charter School:</b>	<ul style="list-style-type: none"> <li>• Vanguard Academy will empower students to excel in college with a focus on Science, Technology, Engineering, Arts, and Math (STEAM).</li> <li>• Musical arts will be the Arts focus.</li> <li>• Students will be required to take music, math and science classes every year.</li> <li>• Students will be involved with project-based learning and steam activities (e.g., Science, STEM competitions, and history fair projects) on a regular basis scheduled into the school day and supported by educators from across the curriculum offered.</li> <li>• Students in grades 7-8 at Vanguard Academy shall earn a minimum of 17 units of credits. Students in grades 9-12 will have a goal of earning 32.5 credits with a minimum of 24 Units of Credit for graduation.</li> <li>• Students will be enrolled in a Leadership Advisory Class. This class focuses on study skills, creating goals, and developing an academic plan. Students will learn life lessons, character-building skills, and participate in service learning projects.</li> <li>• Vanguard will offer Concurrent Enrollment classes for high school students.</li> <li>• Maintain a large enough student population to offer all programmatic elements listed in the approved charter application.</li> <li>• Distance and online education options are authorized to be offered.</li> </ul>
<b>Opening date of Charter School:</b>	2015
<b>Grade Levels Served:</b>	7-12 Grade

<p><b>Maximum Enrollment:</b>  <i>*If the Charter School has satellite Charter Schools, the maximum number of students that will be collectively served by the Charter School is reflected as the Maximum Enrollment number.</i></p>	<p>600 currently, and 650 beginning in the 2025-2026 school year.</p>
<p><b>The Charter School's enrollment preferences shall be as follows:</b></p>	<p>a. children or grandchildren of founding members,  b. children or grandchildren of the governing board,  c. siblings of students currently or previously enrolled,  d. children of school employees.  e. a student articulating from one charter school to another pursuant to an articulation agreement between the charter schools that is approved by the State Charter School Board.</p>
<p><b>The structure of the governing board shall be as follows:</b></p>	<p><b>Number of members:</b> 9</p> <p><b>How members are appointed:</b> Board Members shall be elected by the Board. At least 3 members of the governing board are to be parents/guardians of children currently enrolled in the school.</p> <p><b>Term of office:</b> Board Members shall serve for successive terms of 1 year, or until a successor is elected by the Board, whichever is longer. Board Members are eligible for reelection.</p>
<p><b>The Utah State Board of Education has waived the following administrative rules for the Charter School:</b></p>	<p>None</p>