

## 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 Louisa May Alcott Community School (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.

**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> |
|---------------------------------|-------------------|
| Stephanie Speicher, Board Chair |                   |

**APPLICANT:**

| <b>Name:</b>                 | <b>Signature:</b> |
|------------------------------|-------------------|
| Carrie Ashcraft, Board Chair |                   |

MEMBERS OF THE CHARTER SCHOOL'S GOVERNING BOARD

| <b>Name:</b>                   | <b>Signature:</b> |
|--------------------------------|-------------------|
| Carrie Ashcraft, Board Chair   |                   |
| Ken Bulpitt, Board Vice Chair  |                   |
| Melanie Bott, Secretary        |                   |
| Reba Vest, Treasurer           |                   |
| Carl Spencer, Board Member     |                   |
| Michelle Bulpitt, Board Member |                   |
| Cassidy Warren, Board Member   |                   |

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| Soana Grieder, Board Member |  |
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## SCHEDULE A

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| <b>Name of Charter School:</b>             | Louisa May Alcott Community School  |
| <b>Location of Charter School:</b>         | Mapleton, Utah, or near the Mapleton and Spanish Fork border; both are within Nebo School District boundaries.  |
| <b>Charter School’s Mission Statement:</b> | To create and sustain a joyful educational environment where students and families develop strong connections to their community and the natural world. It is our aim to support intellectual curiosity, academic achievement, social and emotional resiliency, and compassionate citizenship through Place-based learning.   |
| <b>Charter School’s Purpose:</b>           | <b>53G-5-104: Encouraging the use of different and innovative teaching methods.</b>   |
| <b>Key Elements of the Charter School:</b> | <ul style="list-style-type: none"> <li>• Prioritizing Place-based Education with a strong literacy focus as a method of instruction that sets our school apart from others in the area.</li> <li>• The first half of the day is spent engaging in an appropriately challenging curriculum connected to the Place-based Education themes.</li> <li>• A portion of the day is focused on “Applied Academics,” where students directly engage with the community and the natural world, connecting and applying directly what they are studying.</li> <li>• Focus is on one thematic question each year, and four aspects of the thematic question each quarter (about every nine weeks).</li> <li>• Curriculum designed to support the questions and themes are scaled up in terms of academic complexity for kindergarten through 7th grade students and will rotate on a four-year basis.</li> <li>• This means that students who attend all eight years will go through each cycle twice at a different developmental level.</li> <li>• Curriculum will be developed as well as acquired and aligned with the Utah Core Standards.</li> <li>• Place-based Education includes the inclusion of authentic locale and geography, immersive learning experiences, inquiry-focus, design-thinking principles, and student agency.</li> <li>• Each element is woven throughout all aspects of the school, including curriculum, pedagogy, educator learning and training, messaging, artwork, and community outreach.</li> </ul> |
| <b>Opening date of Charter School:</b>     | 2027 – 2028 School Year   |
| <b>Grade Levels Served:</b>                | K - 7   |

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| <p><b>Maximum Enrollment:</b><br/> <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>528 students</p>  |
| <p><b>The Charter School's enrollment preferences shall be as follows:</b></p>   | <ul style="list-style-type: none"> <li>• A child of an individual who has actively participated in the development of the charter school.</li> <li>• A child of a member of the charter school governing board.</li> <li>• A sibling of an individual who was previously or is presently enrolled in the charter school.</li> <li>• A child of an employee of the charter school.</li> <li>• A student articulating between charter schools offering similar programs that are governed by the same charter school governing board.</li> <li>• 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</li> <li>• A student who resides within a two-mile radius of the charter school.</li> <li>• LMACS will conduct a transparent, random lottery with a 1.25x weight for eligible applicants. Admission is not guaranteed. This process complies with ESEA §4303(c)(3)(A) and promotes equitable access for educationally disadvantaged students.</li> </ul>   |
| <p><b>The structure of the governing board shall be as follows:</b></p>  | <p><b>Number of members:</b> 5 - 8</p> <p><b>How members are appointed:</b></p> <ul style="list-style-type: none"> <li>• New Board Members, replacing a Founding Board member, shall be elected by a majority vote of the current Governing Board members at each annual business meeting or during a special election during the first year.</li> <li>• Officers will serve in their elected position for a two-year term.</li> <li>• Board Members must serve on the Board for at least 12 months to be eligible to run for an officer position.</li> <li>• Terms of service for Board positions shall end on May 31st at the end of the term.</li> </ul> <p><b>Term of office:</b></p> <ul style="list-style-type: none"> <li>• All new Board members are elected to a six-month probationary term. (The Founding board is excluded.)</li> <li>• After six months, the new member may immediately apply to the Board for the remaining 2-year term.</li> <li>• A majority of the Board must approve the remaining term of service after the 6-month probationary term.</li> <li>• Board member terms will be 2 years in length and</li> </ul> |

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|   | commence on June 1st, following the March election.   |
|   | <ul style="list-style-type: none"> <li>• Founding Board members are exempt from the probationary term.</li> <li>• If the board membership drops below 5, vacancies will be filled within 60 days of the vacancy, and the new term will commence immediately. In this case, the Board member will serve from the date of election and two additional years after their election, and their term will end May 31st.</li> <li>• Officers will serve in their elected position for a two-year term.</li> <li>• Board Members must serve on the Board for at least 12 months to be eligible to run for an officer position.</li> <li>• Terms of service for Board positions shall end on May 31st at the end of the term.</li> </ul> |
| <p><b>The Utah State Board of Education has waived the following administrative rules for the Charter School:</b></p> | <p><b>R277-552:</b> None</p>  |