

CHARTER AGREEMENT

This Charter Agreement (“Agreement”) is made and entered into this ____ day of 2026 by and between the State Charter School Board, (“SCSB”) and Ripple Academy (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.

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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

Name:	Signature:
Stephanie Speicher, Board Chair	

APPLICANT:

Name:	Signature:
Irene Summers, Board Chair	

MEMBERS OF THE CHARTER SCHOOL'S GOVERNING BOARD

Name:	Signature:
Irene Summers, Board Chair	
Katie Purinton, Vice Chair	
Sarah Barnes, Secretary	
Jasen Ah You, Treasurer	
Marion Cline, Member	
Melvin Rodriguez, Member	
Tony Castillo, Member	

Holly Clegg, Member	
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SCHEDULE A

Name of Charter School:	Ripple Academy
Location of Charter School:	The proposed K–6 public charter school will be in the Saratoga Springs/Eagle Mountain area of Utah County.
Charter School’s Mission Statement:	Ripple Academy empowers students to Learn, Live, and Lead through a standards-aligned, life-based educational model integrating rigorous academics, experiential learning, and social-emotional development. Ripple Academy commits to measurable academic growth aligned with Utah Core Standards and data-driven instructional practices that prepare students to apply knowledge meaningfully in school, community, and life.
Charter School’s Purpose:	In accordance with Utah Code 53G-5-104, Ripple Academy fulfills the legislative purpose of encouraging innovative teaching methods through its Life-Based Educational Model, which integrates simulation-based interdisciplinary instruction, career-connected experiential learning aligned to RIASEC principles, embedded social-emotional learning, personalized academic pathways, and data-driven instructional practices aligned with Utah Core Standards.
Key Elements of the Charter School:	<p>Ripple Academy Educational Model</p> <p>Ripple Academy is defined by its Life-Based Educational Model, which integrates rigorous academics, experiential learning, and whole-child development within a structured framework of accountability. The model ensures that students develop strong academic foundations while also building the skills necessary to apply knowledge in meaningful real-world contexts.</p> <p>Through this approach, Ripple Academy functions as a learning ecosystem that connects classroom instruction, experiential learning, and community engagement to support the development of knowledgeable, capable, and socially responsible learners.</p> <p>Core Components of the Educational Model</p> <p>1. Standards-Aligned Core Instruction</p> <p>Instruction in English Language Arts, Mathematics, Science, and Social Studies is aligned with Utah Core Standards. Curriculum and instructional materials are research-based and</p>

may evolve over time to ensure continued effectiveness, alignment with standards, and responsiveness to student learning needs.

Teachers utilize a variety of instructional strategies including direct instruction, guided practice, collaborative learning, and applied problem-solving to support mastery of academic standards and promote deep conceptual understanding.

2. Simulation Framework

Ripple Academy incorporates interdisciplinary simulation-based learning environments that provide authentic contexts for applying academic knowledge. These simulations allow students to explore real-world systems and engage in collaborative problem-solving while strengthening communication, organization, and critical thinking skills.

Simulation experiences reinforce standards-aligned academic instruction and integrate multiple subject areas through meaningful and applied learning opportunities.

3. Learn • Live • Lead Framework

Ripple Academy operates under a structured Learn • Live • Lead progression that guides student development.

Learn

Students build academic mastery through standards-aligned instruction, guided practice, and clearly defined learning targets.

Live

Students apply academic knowledge through experiential learning opportunities, interdisciplinary projects, and simulation-based challenges.

Lead

Students develop reflection, leadership capacity, communication skills, and the ability to contribute positively to their communities.

Instructional Model

Ripple Academy implements an instructional model that connects rigorous academic learning with meaningful real-world experiences. The educational program integrates

standards-based instruction with experiential learning opportunities that allow students to apply academic knowledge in authentic contexts.

Instruction is grounded in the school's Life-Based Learning Framework, which connects academic learning with real-world systems, collaborative problem-solving, and applied learning experiences. Through this framework, students develop strong academic foundations while also building critical thinking, communication, collaboration, and leadership skills.

Students receive instruction aligned with Utah Core Standards and state accountability requirements in core academic subjects including mathematics, English language arts, science, and social studies.

Experiential and Simulation-Based Learning

Experiential learning is a core component of the Ripple Academy educational program. These experiences may include life-learning simulations, interdisciplinary projects, and applied learning environments that allow students to engage with real-world systems and collaborative problem-solving.

Within these experiences, students participate in structured roles, collaborative projects, and applied learning activities that strengthen communication, organization, creativity, and critical thinking skills.

Experiential learning experiences are intentionally designed to reinforce and apply Utah Core Standards through authentic real-world contexts while maintaining rigorous academic expectations and alignment with state accountability requirements.

Blended, Hybrid, and Flexible Learning

Ripple Academy primarily operates as an in-person learning environment that integrates technology-supported learning and individualized instructional strategies through a blended instructional approach.

Hybrid or virtual learning components may be incorporated when appropriate to support student learning, expand access to

educational opportunities, and provide flexible learning pathways for students and families.

These approaches may include structured digital coursework, virtual collaboration, remote participation opportunities, and family-supported learning experiences aligned with the school's curriculum and academic expectations.

Students participating in flexible learning pathways remain enrolled students of Ripple Academy and continue to receive teacher guidance, academic oversight, and assessment aligned with Utah Core Standards and state accountability requirements.

Student Support and Accountability Systems

Social-Emotional Learning Integration

Research-based social-emotional learning practices are embedded within daily instruction and school culture. Students develop self-awareness, self-management, responsible decision-making, relationship skills, and social awareness within structured academic and experiential learning environments.

Multi-Tiered System of Supports (MTSS)

Ripple Academy implements a comprehensive Multi-Tiered System of Supports (MTSS) framework that includes:

Tier 1: High-quality, standards-aligned core instruction for all students

Tier 2: Targeted academic and behavioral interventions

Tier 3: Intensive, individualized supports

The MTSS framework includes ongoing progress monitoring and data analysis to guide instructional decisions and ensure appropriate support for all learners.

Data-Driven Instruction and Accountability

Instructional decisions are informed by multiple sources of data, including:

- formative classroom assessments

	<ul style="list-style-type: none"> ● benchmark and diagnostic assessments ● standards-based progress monitoring ● state-mandated assessments <p>This data is used to monitor student progress, guide instructional adjustments, and support continuous improvement.</p> <p>Growth Mindset and Student Agency</p> <p>Ripple Academy promotes a culture of growth mindset and student agency. Teachers model and cultivate persistence, reflection, goal-setting, and ownership of learning.</p> <p>Students are encouraged to take responsibility for their academic progress and personal development within a structured and supportive learning environment.</p> <p>The school maintains flexibility in curriculum resources and instructional strategies to ensure sustainability, responsiveness to student needs, and continued alignment with academic standards.</p> <p>Instructional Innovation</p> <p>Ripple Academy may refine instructional strategies, learning environments, and program structures to support innovation, improve student outcomes, and respond to emerging research and best practices in education while maintaining alignment with Utah Core Standards and applicable state accountability requirements.</p>
Opening date of Charter School:	2027 - 2028 School Year
Grade Levels Served:	K - 6
Maximum Enrollment: <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>	525 Students

<p>The Charter School’s enrollment preferences shall be as follows:</p>	<p>Enrollment priority will be given:</p> <ul style="list-style-type: none"> • First, priority will be extended to children of the school’s founders, governing board members, teachers, and employees, in alignment with state statute. • Second, priority will be extended to siblings of currently enrolled students to help maintain family connections within the school community.
<p>Academic Accountability Commitment</p>	<p>Ripple Academy intends to meet or exceed state academic growth expectations and comply with the Charter School Accountability Framework. The school shall implement structured data review cycles, maintain transparent reporting practices, and ensure continuous academic improvement aligned with Utah state performance standards.</p>
<p>The structure of the governing board shall be as follows:</p>	<p>Number of members: 5 - 9</p> <p>How members are appointed:</p> <p>Board Officers</p> <p>The Board of Directors shall include the following officer positions: Chair, Vice Chair, Secretary, and Treasurer.</p> <p>The Board of Directors shall elect a Chair and Vice Chair from among its members. The Board may appoint or elect a Secretary and Treasurer from the Board membership as determined appropriate by the Board.</p> <p>Board officers shall carry out the duties associated with their positions as defined by the Board’s bylaws and governance policies.</p> <p>Appointment and Vacancies</p> <p>Any vacancy on the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors, even if the remaining number of directors constitutes less than a quorum. A director appointed to fill a vacancy shall serve for the remainder of the term associated with that position.</p> <p>Founding Board Stability</p> <p>The initial Board of Directors shall serve as the founding governing board of Ripple Academy. In order to maintain continuity of leadership and preserve the vision of the school</p>

during its development and early years of operation, founding board members may continue serving without term limits unless they resign, are removed in accordance with board policies, or are replaced by a vote of the Board of Directors.

The Board may appoint additional members over time to strengthen governance capacity, support succession planning, and ensure effective oversight of the school.

Governance and Operational Oversight

The Board of Directors is responsible for the governance, strategic oversight, and fiduciary stewardship of Ripple Academy. The Board establishes policy, ensures accountability for academic and financial performance, and protects the mission of the school.

The Board delegates the day-to-day management and operational responsibilities of the school to the Executive Director or school leader, while maintaining appropriate oversight and accountability.

Conflict of Interest

Members of the Board of Directors shall act in the best interests of Ripple Academy and avoid conflicts between personal interests and the interests of the school. Board members shall disclose any potential or actual conflicts of interest in accordance with applicable state law and the school's adopted conflict of interest policy.

Any board member with a financial or personal interest in a matter before the Board shall disclose the nature of the interest and, when appropriate, abstain from discussion and voting on the matter.

The Board of Directors shall adopt and maintain a formal Conflict of Interest Policy consistent with state law and best practices for nonprofit governance.

Open Meetings and Public Records Compliance

The Board of Directors shall conduct its meetings in accordance with the Utah Open and Public Meetings Act and other applicable state laws governing public bodies. Board meetings

	<p>shall be publicly noticed and conducted in a manner that ensures transparency and accessibility to the public.</p> <p>Ripple Academy shall also comply with applicable public records laws, including the Government Records Access and Management Act (GRAMA), and shall maintain appropriate records related to the governance and operation of the school.</p> <p>Term of Office:</p> <p>Initial board members shall serve staggered one-, two-, or three-year terms in order to establish continuity of governance.</p> <p>After the initial staggered terms, members of the Board of Directors may continue serving without term limits until resignation, removal, or replacement by the Board of Directors in accordance with the school’s bylaws and applicable law.</p> <p>The Board shall maintain succession planning practices to support long-term governance stability, leadership continuity, and effective oversight of the school.</p>
<p>The Utah State Board of Education has waived the following administrative rules for the Charter School:</p>	<p>R277-552: None</p>