



Utah State Charter School Board

Startup and Implementation Grant Application - Revised July 29, 2021

250 East 500 South, P.O. 144200, Salt Lake City, UT 84042
(801) 538-7720
UtahSCSB.org

The purpose of the Start Up and Implementation Grant is to provide financial assistance for planning, program design, and initial implementation of new charter schools. A new school is authorized to receive a minimum of \$300,000 and maximum of \$400,000 (based on enrollment and eligible funds) distributed over three years. Funding is based on projected and actual enrollment.

	<i>Base for up to 200 students</i>	<i>Pupil Unit for students 201-599</i>	<i>Maximum Allocation 600+</i>
<i>Start Up</i>	<i>\$150,000</i>	<i>Enrollment x \$125</i>	<i>\$200,000</i>
<i>Implementation 1</i>	<i>\$125,000</i>	<i>Enrollment x \$62.50</i>	<i>\$150,000</i>
<i>Implementation 2</i>	<i>\$25,000</i>	<i>Enrollment x \$62.50</i>	<i>\$50,000</i>
<i>TOTAL</i>	<i>\$300,000</i>		<i>\$400,000</i>

Grant Assurances

Grant funds may only be used for the following:

- Post-award planning and design of the educational program;
- Research-based professional learning activities for teachers, staff, and board;
- Informing the community about the school;
- Acquiring necessary equipment and educational materials and supplies;
- Acquiring, developing or aligning curriculum, and;
- Other initial operational costs, such as:
 - Costs associated with creating and implementing office functions;
 - Costs associated with the installation of computers, data systems, networks, and telephones;
 - Personnel expenses incurred either before or after the school's opening (not to exceed a total of \$5,000 per month); and
 - Rental or occupancy costs for the school facility for a reasonable period of time in preparation for the school's opening.

The board understands that:

- Funding is based on projected authorized enrollment and corrected after the October 1 actual enrollment count.
- No funding level is guaranteed.
- The school shall participate in monitoring activities, including attendance at mandatory trainings, and compliance with statute and rule. Failure to comply may result in a loss of funds. After the application is approved, the SCSB will send out instructions for the mandatory training.
- A budget report on the expenditure of grant money is due to the SCSB at the end of each year and a final report is due at the end of the 2nd implementation year.
- Should the charter school change to non-charter status within ten years of receiving grant funds, grant funds must be reimbursed to SCSB.
- Email your completed application to Stewart.Okobia@schools.utah.gov and ensure that you receive an email response confirming receipt of your application.


Board Chair Signature

12.3.20
Date

Budget - List total dollar amount required by category, as well as the details of what will be purchased in each category

If the total amount budgeted in each category is the same at the end of the fiscal year, SCSB approval is not needed. However, if the school chooses to increase or decrease a category total, a new budget must be approved by the school's governing board and by SCSB staff.

Budget Categories	Startup Year	Implementation Year 1	Implementation Year 2	Total
Salaries (100)	\$17,500	\$42,000	\$35,000	\$94,500
<i>Additional info and Comments</i>	Key Personnel Salaries: LEA Director, Academic Administrator, Special Programs Manager, Other Salaries (February - June)	Key Personnel Salaries: LEA Director, Academic Administrator, Special Programs Manager, Other	Key Personnel Salaries: LEA Director, Academic Administrator, Special Programs Manager, Other	
Benefits (200)	\$7,500	\$18,000	\$15,000	\$40,500
<i>Additional info and Comments</i>	Key Personnel Benefits: LEA Director, Academic Administrator, Special Programs Manager, Other Salaries (February - June)	Key Personnel Benefits: LEA Director, Academic Administrator, Special Programs Manager, Other	Key Personnel Benefits: LEA Director, Academic Administrator, Special Programs Manager, Other	
P & T Services (300)	\$30,000	\$17,000	\$0	\$47,000
<i>Additional info and Comments</i>	Legal, other services	Legal, other services		
Property Services (400)	\$25,000	\$0	\$0	\$25,000
<i>Additional info and Comments</i>	Costs to secure administrative office space (lease deposit, rent March - June)			
Other Services (500)	\$10,000	\$20,000	\$0	\$30,000
<i>Additional info and Comments</i>	D&O/General Liability Insurance, administrative office copier lease, internet/phone service provider fees, other	D&O/General Liability Insurance, administrative office copier lease, internet/phone service provider fees, other		

Travel (580)				
<i>Additional info and Comments</i>				
Supplies and Materials (600)	\$20,000	\$30,000	\$0	\$50,000
<i>Additional info and Comments</i>	Administrative office furnishings, supplies	Administrative office furnishings, supplies		
Property (700)	\$90,000	\$23,000	\$0	\$113,000
<i>Additional info and Comments</i>	Administrative office infrastructure, which may include space build out/preparation, technology infrastructure installation (internet/phone), teacher/administrative staff technology (laptops, peripherals, software, etc.)	Administrative office infrastructure, which may include space build out/preparation, technology infrastructure installation (internet/phone), teacher/administrative staff technology (laptops, peripherals, software, etc.)		
Total	\$200,000	\$150,000	\$50,000	\$400,000



CHARTER AGREEMENT

This **Charter Agreement** (“*Agreement*”) is entered into as of June 18, 2021 (“*Effective Date*”) by and between the Board of Trustees of Utah State University (the “*Authorizer*”) and the Career Academy of Utah Charter School, who is also the Applicant (“*Charter School*”). The Authorizer and Charter School may be referred to individually “*Party*” and collectively “*Parties*”.

RECITALS

WHEREAS, the State of Utah (the “*State*”) enacted statute permitting the establishment of charter schools, codified in Utah Code Ann. § 53G-5-101 *et seq.* (the “*Act*”); and

WHEREAS, the charter schools authorized under the Act are deemed to be public schools subject to the leadership, supervision, regulation, and oversight of the Utah State University (“*USU*”), the Utah State Board of Education (“*USBE*”), and the Authorizer; and

WHEREAS, pursuant Utah Code Ann. § 53G-5-205(1)(c), the Authorizer has the authority and is recognized to be an “authorizer” empowered to establish charter schools in the State and to enter into charter agreements with approved applicants setting forth the terms and conditions under which a charter school is to operate; and

WHEREAS, Applicant submitted an application (together with attachments and addenda, the “*Application*”) (*see* Exhibit A) to establish the CAU Charter School pursuant to Utah Code Ann. §§ 53G-5-302, 307; and;

WHEREAS, the Application was approved by the Authorizer on May 5, 2021 and;

WHEREAS, the Parties now desire to enter into this Charter Agreement, pursuant to Utah Code Ann. § 53G-5-306, to describe the rights and responsibilities of each party and allow for the operation of the Applicant’s charter school; and

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and agreements contained herein, and the recitals provided above, the Parties hereby agree as follows:

1. ESTABLISHMENT OF THE CHARTER SCHOOL

1.1. **Authorization.** The Authorizer hereby authorizes Applicant to establish the CAU Charter School pursuant to the Act and the Agreement.

1.2. **Initial Approval.** The Charter School is granted initial approval for a three-year review period, as required in Utah Code Ann. § 53G-5-307, beginning on the effective date. The Authorizer will comply with their obligations set forth in Utah Code Ann. § 53G-5-307 during and upon expiration of the initial review period. The initial three-year review period may be extended for an additional two years at Authorizer’s discretion. If, after the initial review period, the Authorizer grants the Charter School ongoing approval, then the terms of the Agreement will continue to govern for the remainder of the Charter Term (See Section 5.6), unless amended as allowed in the Agreement. The initial review by the Authorizer will be performed in keeping with the USU Multi-System of Support-Remediation Plan (“*Support-Remediation Plan*”) (*See* Appendix B).

1.3. **Agreement.** The Agreement is a legally binding document and consists of this signed Agreement,



the Application, all attachments, and all applicable State and Federal statutes, regulations, and rules, as each may be amended from time to time. In addition, incorporated by reference are all USBE rules unless specifically waived pursuant to Utah Code Ann. § 53G-5-405 or Utah Admin. Code R277-121. For purposes of interpretation, these governing authorities shall be construed consistently but in case of a conflict, they shall be given precedence in the following order: first, State and Federal statutes and regulations; then USBE rules and Authorizer policies; then the Agreement including all exhibits and attachments. Exhibits A and B are hereby incorporated by reference in their entirety.

1.4. Public Entity. When authorized and with the signing of the Agreement, the Charter School becomes a “public school within the state’s public education system,” Utah Code Ann. § 53G-5-401(1)(a). As a public school under the Act, the Charter School is subject to and must abide by all laws, regulations, rules, and policies otherwise effecting such public schools.

1.5. Mission Statement. The Charter School shall be operated by the Charter School’s Governing Board, pursuant the mission statement and purpose set forth in the Application (See Exhibit A, pages 5-6).

1.6. Opening Date. The Charter School shall open for operation in August of 2022. Prior to opening, and not later than June 1, 2022, Charter School leadership, and the Governing Board must complete charter school pre-operational training and offer evidence to the Authorizer of training completion.

1.7. Students Served. The Charter School is authorized to serve the number of students and grades set forth in the Application (See Exhibit A, pages 15-16). The Parties acknowledge that the Charter School may not enroll students exceeding the authorized number unless it has secured approval through the Authorizer’s Expansion or Satellite Approval process.

2. **GOVERNING BOARD.**

2.1. Composition. The Charter School shall be governed by the Charter School Governing Board (“*Governing Board*”). The Governing Board shall consist of, be selected, and serve as described in the Application (See Exhibit A, pages 67-74) and as further described in the Charter School’s Articles of Incorporation and Bylaws (See Exhibit A, pages 129-147).

2.2. Authority and Responsibilities. The Governing Board shall have the authority to decide all matters related to the operation of the Charter School and shall have final responsibility for the academic and operational performance of the Charter School, including responsibility to ensure the Charter School’s compliance with (1) the Charter School’s bylaws; (2) the Charter School’s Articles of Incorporation; (3) all applicable federal and state laws, regulations, rules, and the Agreement, and (4) compliance with this charter school agreement

2.3. Delegation. Nothing herein shall prevent the Governing Board from delegating decision-making authority for policy and operational decisions to officers, employees, and agents of the Charter School but ultimate responsibility for and oversight of any such delegated authority shall always remain with the Governing Board.

2.4. Training. All Governing Board members must complete training preparing them for the role and responsibility of serving as a Governing Board member, before June 1, 2022, and Charter School must provide the Authorizer with evidence of each Governing Board members completion of the training. New Governing Board members are to complete similar training within 12-months of appointment to the Governing Board. Governing Board members are to participate in continuous, ongoing training and



Charter School shall provide evidence of such training in an annual report to the Authorizer.

3. OPERATION

3.1. Policies. The Governing Board shall institute policies and programs to ensure compliance with the terms and conditions of the Agreement as well as compliance with all governing laws, regulations, and rules.

3.2. Compliance with Laws, Regulations, and Rules. The Charter School, through its Governing Board, shall comply with all applicable state and federal laws, regulations, and rules. Any new or additional laws, regulations, or rules enacted after the date of the Agreement are incorporated herein by reference and all amendments thereto, with or without notice, when they are duly enacted or promulgated as provided by law.

3.3. Maintain High Standards. The Charter School agrees to maintain high standards of operation and to meet the performance standards and targets on a range of measures and metrics set forth in the Agreement, and including as identified in the Support-Remediation Plan and as may be prescribed by the Authorizer, Governing Board, and USBE. The Charter School acknowledges and agrees that the Authorizer retains the discretion to close the Charter School if it fails to meet standards and targets set forth in law, the Agreement and in the Support-Remediation Plan. The Charter School also acknowledges and agrees that standards and associated metrics may be changed over time, as co-determined by the Authorizer and Governing Board.

3.4. Monitoring and Oversight. The Authorizer shall monitor the Charter School's operations to ensure that the Charter School is in compliance with all applicable laws, regulations, rules, and the Agreement. The Charter School agrees to fully support Authorizer's oversight and monitoring responsibilities including responding to all timely requests for reports, audits, formal and informal investigations, formal and informal visits and inspections of books and records of the Charter School. The Charter School shall answer any request from the Authorizer in a timely manner with full disclosure and transparency. The Authorizer reserves the right to engage third parties to facilitate in the monitoring of the Charter School.

3.5. Technical Assistance. The Authorizer may offer, or the Charter School may request through its Governing Board, technical assistance from the Authorizer in any area, including curriculum- and finance-related matters to assist the Charter School in understanding and completing its obligations set forth in the Agreement, the Support-Remediation Plan, and all applicable laws, regulations, rules. However, in no event shall the Authorizer be responsible for: (a) the costs associated with any technical assistance provided, other than as expressly required by law, rule, or written agreement by the Parties; or (b) the outcome or the liability associated with any decision the Charter School makes based on such assistance.

3.6. School Autonomy.

a) The Charter School and its Governing Board retain responsibility for the core autonomies crucial to the Charter School's and Governing Board's success, including:

- i. hiring and managing personnel, except as otherwise provided herein;
- ii. establishing a unique school culture;
- iii. establishing instructional programming, design, and use of time; and
- iv. control of essential budgeting.



b) The Authorizer will hold the Governing Board accountable for the School's performance as directed by State and federal law, rule, regulation, the Application, the Agreement and the Support-Remediation Plan;

c) The Charter School shall provide to the Authorizer any information or documents requested by the Authorizer, including documents held by a subsidiary of the Charter School or a contracting entity, to confirm the Charter School's compliance with the Agreement or with State or federal law governing the Charter School's finances or governance; or to carry out the Authorizer's statutory obligations, including liquidation and assignment of assets, and payment of debt in accordance with USBE rule.

3.7. Board and School Transparency. The Governing Board agrees to create and maintain a website that includes the content requirements by Utah Admin. Code R277-551-5, posted at least 180 days prior to the opening day of school. In addition, the website shall contain links to the Charter School's fee policy and fee schedule, school data and accountability reports maintained on other websites (e.g., student assessment, audited financial statement, etc.); links to Governing Board meeting dates, agendas, minutes and recordings; and reports created by the Governing Board.

3.8. Reports. The Charter School's Governing Board shall ensure compliance with all reporting requirements stated in Utah Code Ann. § 53G-5-404 and any other applicable State or federal law, regulation, or rule, and as may be requested by the Authorizer.

4. STUDENT ACHIEVEMENT

The Charter School agrees to maintain or exceed the academic goals and standards established in the Application.

5. CHARTER REVIEW

5.1. Review and Evaluation. In accordance with Utah Admin. Code R277-553-2 and as otherwise deemed appropriate, the Authorizer will review the Charter School to evaluate the Charter School's performance and assess the Charter School's compliance with all relevant State and Federal laws, regulations, and rules, the Agreement, and Support-Remediation Plan.

5.2. Remediation and Probation. In the event the Authorizer determines remedial action is necessary, the remediation policies in the Support-Remediation Plan shall be followed.

5.3. Review Process. The Charter School review process will be guided by the following School Accountability Measures: (i) The School's academic quality is successful as represented publicly and as described in its Application. (ii) The School's organizational structure, governance, and financial position are viable and sustainable. (iii) There have been no material misrepresentations made to the Authorizer or the public. (iv) The School is demonstrating good faith in following the terms of its Charter Agreement and all other applicable laws, regulations, and rules.

5.4. Intervention. The Authorizer will establish consistent with USBE Rule and make known to the Governing Board the general conditions that may trigger a "Notice of Concern," "Letter of Warning," or "Probation," as provided below. The Authorizer will provide to the Governing Board clear, adequate, evidence-based, and timely notice of law, rule, regulation, or Charter Agreement violations, or performance deficiencies and allow the Governing Board reasonable time and opportunity for remediation in non-emergency situations. Where intervention is needed, the Authorizer will engage in intervention



strategies (see Support-Remediation Plan) that preserve Governing Board autonomy and responsibility to the extent possible (i.e., identifying what the school must remedy without prescribing solutions), but may take additional action as the circumstances, and exigencies dictate.

a) Notice of Concern. The Authorizer may issue a “Notice of Concern” addressed to the Governing Board outlining areas of concern and recommended actions.

b) Letter of Warning. The Authorizer may issue a “Letter of Warning” addressed to the Governing Board identifying deficiencies and providing a timeline by which the deficiencies shall be remedied. The terms of the letter and the consequences associated with the warning will be those found in the letter. In addition, the Authorizer may provide focused support to the Charter School, including assigning a mentor and on-site monitoring.

c) Probation. The Authorizer, before termination of this Charter Agreement for a material breach thereof, may place the School on “Probation” for a period of time, not to exceed one year, or such other time period less than one year as may be appropriate. or established by rule, necessary for the School to be able to establish its ability to comply with all of the terms and conditions of the Agreement and all controlling laws, regulations and rules. The Authorizer will provide notice of such probation and the terms of that probation in a letter provided to the Governing Board. In addition, the Authorizer may provide focused support to the Charter School, including assigning a coach, providing professional development, and analysis of monthly written updates provided by the Charter School governing board and key administrators (see Support-Remediation Plan).

d) Additional Actions. In addition to a Notice of Concern, Letter of Warning or Probation, and where the Charter School has not remedied deficiencies within the timeframes established by the Authorizer, the Authorizer may, pursuant to Utah Code Ann. § 53G-5-501:

- i. remove a Charter School director or financial officer, or their equivalent positions, without consideration of the School’s corporate formalities;
- ii. remove a governing board member, without consideration of the Charter School’s corporate formalities; or
- iii. appoint an interim director or finance officer who will replace or act in the place of the director or finance officer, or appoint a mentor to work with the Charter School.

5.5. Termination of Charter. The Authorizer may terminate this Charter for those reasons provided in State law, USBE rule, or for material breach of the Agreement, and including the Support-Remediation Plan, subject to the right of appeal as provided in Utah Code Ann. § 53G-5-503. In addition, the Governing Board may voluntarily terminate the Agreement. In the case of any termination whether it is voluntary, or initiated by the Authorizer’s action, and after the settlement of all outstanding obligations from the assets on hand, all remaining property of the Charter School shall revert to the Authorizer if purchased with public funds or with donations made to the Charter School as a tax-exempt entity.

5.6. Charter Term. This Charter shall expire on June 30, 2025, unless otherwise amended or extended by the written agreement of the Parties.

6. FINANCIAL MATTERS



6.1. Fiscal Year. The fiscal year of the Charter School shall begin on July 1 of each calendar year of the term of this Charter and shall end on June 30 of the subsequent calendar year.

6.2. Minimum Financial Standards: The Charter School agrees to maintain or exceed the minimum financial standards established in the Application and as monitored in the USU Multi-Tiered System of Support document

6.3. Fiscal and Auditing Policies. The Charter School shall formally adopt and implement policies regarding the management and use of public funds which comply with Utah Admin. Code R277-113 and make such policies readily accessible on its school website. The Authorizer expects that the school's annual financial audit report be filed with the Office of the State Auditor within six months of the end of the fiscal year. The Authorizer reserves the right to request an internal audit, or schedule of internal audits at any time. The Authorizer reserves the right to externally audit the Charter School or engage a third-party contract to conduct an audit of any Charter School records, including financial records.

6.4. Insurance/Bonding. The Charter School Governing Board shall obtain and maintain insurance through the Utah State Division of Risk Management or other suitable insurance carrier (with a general policy holder rating of not less than that of A and a financial rating of AAA as rated in the most current available "Best Guide" Insurance Report) coverage to insure against all claims up to and including the limitation of judgements established by Utah Code Ann. § 63G-7-604(4) or Utah Admin. Code R37-4 or other applicable law or rule.

a) Such coverage shall include but not be limited to:

- i. general liability;
- ii. errors and omissions;
- iii. directors' and officers' liability coverage;
- iv. tail coverage or closeout insurance covering at least one year after closure of the Charter School
- v. employee dishonesty bond;
- vi. workers' compensation, as specified by State and federal law; and
- vii. comprehensive/collision consistent with cash values of vehicles if applicable.

b) The Charter School shall name the Authorizer as an additional insured under any and all general liability insurance policies required by this section.

c) The provisions of this section, shall not preclude the Charter School from obtaining liability insurance coverage in addition to or in excess of the requirements stated in this section.

d) The Governing Board shall provide the Authorizer with certificates of insurance and copies of the required insurance policies at least 90 days prior to the initial opening of the Charter School, and on an annual basis within 30 days of the insurance policy purchase or renewal. The Authorizer shall maintain the certificates and insurance policies with the Agreement.

6.5. Contracting Entities. The Charter School is a public entity and all contracts it enters into must comply with the Utah Procurement Code. Additionally, the Charter School shall include in any agreement with a subsidiary or contracting entity that any documents held by the subsidiary or contracting entity that are necessary to demonstrate the Charter School's compliance with federal or State law, are the property of the Charter School and will be provided to the Charter School, the Authorizer, or USBE upon request. The Charter School acknowledges and agrees that it is solely responsible to engage competent legal



counsel regarding its various contracts and agreements. The Charter School will coordinate with and provide the Authorizer with an opportunity to review and comment on the Charter School's (a) real estate agreements (e.g., lease and rental agreements, real property purchase agreements, etc.), (b) service provider agreements relating to curriculum, the assessment of student learning, or other matters critical to the mission and purpose of the Charter School. Any review or comment provided by the Authorizer shall not qualify as legal advice or be interpreted to allocate any performance obligations or liabilities to the Authorizer. The Charter school agrees that it will not enter into any contract or agreement for a term exceeding that of the Charter Term set forth herein.

6.6. Facility Contracts and Leases. The Authorizer and the Charter School's attorney shall review all leases, lease purchase agreements, or other agreements relating to the Charter School's facilities or financing of the Charter School's facilities before the Charter School may enter such an agreement.

6.7. Administrative Fee. The Charter School shall pay an annual fee to the Authorizer to cover the costs incurred by the Authorizer in providing oversight of, and technical support to, the Charter School. This amount will not exceed 3% of the revenue the charter school receives from the State for the relevant fiscal year for the first two years the Charter School is in operation, and will not exceed 1% of the revenue the Charter School receives from the State for the relevant fiscal year for each subsequent year.

7. **LIABILITY AND INDEMNIFICATION**

7.1. Liability. Except as provided in Utah Code Ann. § 53G-5-601 *et seq.*, the Charter School shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by the Governing Board, the Charter School, or its employees, agents, or subcontractors, in the performance or omission of any act or responsibility under the Agreement.

7.2. Limitation of Liability. The Authorizer shall not be liable for any special, consequential, lost profit, expectation, punitive or other indirect damages in connection with any claim arising out of or relating to the Agreement, whether grounded in tort (including negligence), strict liability, contract, or otherwise.

7.3. Indemnity. The Charter School agrees to indemnify and hold harmless the USBE, the Authorizer, and local boards of education, 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 contractors.

8. **MISCELLANEOUS**

8.1. Choice of Law and Venue. The Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Ground Lease shall be exclusively in the State.

8.2. Government Records and Management Act. The Charter School acknowledges that the Authorizer is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code Ann. § 63G-2-101 *et seq.*, as amended ("GRAMA"); that certain records within the Authorizer's possession or control, including without limitation, the Agreement and any reports or materials received by the Authorizer pursuant hereto, may be subject to public disclosure; and that the



Authorizer's confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to the Authorizer that the Charter School believes should be protected from disclosure must be accompanied by a written claim of confidentiality with a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, the Authorizer may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to the Authorizer's employees, attorneys, accountants, consultants, and other representatives on a need-to-know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Agreement.

8.3. Governmental Immunity. It is understood and agreed that no terms and conditions in the Agreement shall be construed to create or establish any general financial obligation for a deficiency judgment against the State, Utah State University, and/or the Authorizer. The Charter School further acknowledges that the Authorizer is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101 *et seq.*, as amended (the "Immunity Act"). Nothing in the Agreement shall be construed as a waiver by Authorizer of any protections, rights, or defenses applicable to the Authorizer under the Immunity Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of the Authorizer to incur by contract any liability for the operations, acts, or omissions of the Charter School or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any indemnity obligations of the Authorizer contained in the Agreement are subject to the Immunity Act and are further limited only to claims that arise directly and solely from the negligent acts or omissions of the Authorizer. Any limitation or exclusion of liability or remedies in the Agreement for any damages other than special, indirect or consequential damages, shall be void and unenforceable.

8.4. Attorneys' Fees. If either the Charter School or the Authorizer institutes any action or proceeding against the other to enforce any provision of the Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable costs and expenses incurred by the prevailing party in the performance of the Agreement, including court costs, expenses and reasonable attorneys' fees.

8.5. Assignment. Assignment of the Agreement or a significant part of the assets of the Charter School, or any part of its operation, to another entity, related or not, is deemed an amendment and is effective only if the amendment is done pursuant to Section 8.6.

8.6. Amendment. The Agreement may be amended by the mutual agreement of the Authorizer and the Governing Board. Any such amendment must be made in writing and signed by the appropriate representatives of the Authorizer and the Governing Board. In the case of any proposed amendment, the Governing Board shall immediately submit in writing to the Authorizer and the local board of education in which the Charter School is located, notice of any proposed changes to the Application, Agreement, or the representations or conditions contained in the original Application. The Authorizer reserves the right to reject any proposed changes to the Agreement once the Application has been approved and the Agreement has been signed.

8.7. Notice. Any notice required or permitted under the Agreement shall be delivered by way of registered mail, return receipt requested as follows:

To Charter School:
Career Academy of Utah (CAU)
Attention: Governing Board



9046 S. Cobble Canyon Lane, Sandy, Utah 84093

To Authorizer:
AUTHORIZER
Attention: David E. Forbush
2605 Old Main Hill, Logan Utah, 84322-2605

8.8. Status of Parties to Charter. The Agreement 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 the Agreement. "Parties," for purposes of this paragraph only, include the parties to the Agreement as well as the USBE and the local board of education. No officers, employees, agents, or subcontractors of the Charter School shall be considered officers, employees, agents, or subcontractors of the local board of education, and nothing herein shall entitle any individual with any property right or interest. In assuming and performing the obligations of the Agreement, the Parties are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent or employee of the other.

8.9. Non-Endorsement. The Governing Board acknowledges that the granting of a Charter Agreement in no way represents or implies endorsement by the Authorizer of any particular method used by the Charter School or its agents; nor does the Agreement constitute a guarantee by the Authorizer of the success of the Charter School in providing a learning environment that shall improve student achievement.

8.10. Legislative Action. The Agreement and any amendments are subject to applicable State and federal laws and regulations, and shall be deemed amended to reflect applicable changes to those laws. Upon repeal of the statutes authorizing charter schools, this Charter Agreement is null and void.

8.11. Waiver. No waiver of any breach of the Agreement shall be held as a waiver of any other or subsequent breach.

8.12. Counterparts. The 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 the Agreement, including the signature pages hereto, shall be deemed to be an original.

8.13. Periodic Review of Agreement. The Agreement shall be reviewed by the Parties at least once every three years and amended and approved by USU legal counsel to reflect applicable changes to the law.

8.14. Severability. If any provision of the Agreement is determined to be unenforceable or invalid for any reason, the remainder of the Agreement shall remain in effect. In addition, to the extent any portion of the Agreement, or the Charter School's articles of incorporation or bylaws, violate any applicable State or federal law, or are found by any court to be invalid, illegal, or unenforceable, such portion shall be severed, and the remaining portion shall remain in full force and effect until the Governing Board is able to amend the Agreement, articles of incorporation, or bylaws to comply with such applicable law or court ruling.

8.15. Merger. The Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.



executed and delivered by its duly authorized representative to be effective as of the Effective Date.

UTAH STATE UNIVERSITY BOARD OF TRUSTEES

By: Jody K. Burnett
Print Name: Jody K. Burnett
Title: Chair
Date: May 5, 2021

CHARTER SCHOOL

By: [Signature]
Print Name: Todd Bingham
Title: Chair
Date: July 12, 2021

By: [Signature]
Print Name: Brian Somers
Title: Vice-Chair
Date: July 12, 2021

By: [Signature]
Print Name: Kelvyn Cullimore
Title: Treasurer
Date: July 12, 2021

By: [Signature]
Print Name: Rikki Hrenko-Broyming
Title: Secretary
Date: July 12, 2021

By: [Signature]
Print Name: Ethan Deceuster
Title: Board Member
Date: July 12, 2021

Date of Board Resolution - May 5, 2021 (copy of Resolution attached)



Guidance

New School Start-Up/Implementation Fund

Welcome

Congratulations on your admittance to USU’s portfolio of charter schools. We look forward to our association with you, and interacting with you as you diligently pursue high-levels of learning in your students, and as you seek to be a “learning organization that learns.” The purpose of this document is to offer you guidance in pursuing “new school start-up funds.” If you elect to pursue these funds as potentially identified in your application, then reach out to David Forbush if questions/needs arise (435) 797-9050 | david.forbush@usu.edu.

Background Information

The purpose of new school start-up funds is to provide financial assistance for planning, program design, and initial implementation of new charter schools, including satellite and replication campuses as addressed in UCA-[53F-2-705](#) and USBE Rule [R277-55-2](#). Currently, \$400,000 is the maximum amount that can be received.

Procedural Steps

Step 1: A fully signed charter school agreement with the USU Board of Trustees must be in place before proceeding with application for start-up funds.

Step 2: Using a secure system such as Moveit submit the start-up/implementation documents found at <https://cehs.usu.edu/csf/charter-school-authorizing> to the Utah State Board of Education (USBE) and in care of Dallin.Peugnet@schools.utah.gov

- EIN
- DUNS
- Form W-9
- ACH/EFT form and also see bank account instructions. This information allows the USBE to disburse start-up money to your school via direct deposit. Note that setting up direct deposit can

take 4-6 weeks. Dallin Peugnet will let you know via email when your school's bank account is in place.

Submit a financial Agreed Upon Procedure (AUP) if your local education agency (LEA) has already exceeded \$350,000 in revenues and/or expenditures. Revenues and/or expenditures could include, but is not limited to, loans, local, state, and/or federal funds. The AUP must be completed by an external auditor." When needed, an AUP is set up with the State of Utah Auditor's Office. A guide for setting up your AUP is located at <https://resources.auditor.utah.gov/s/article/Forms-Manuals-Guides>. See the two AUP sections.

Step 3: Complete the https://cehs.usu.edu/csf/files/charter-schools/new_school_request_final.pdf and email it to david.forbush@usu.edu. He will obtain USU's signature and then email it to Kristin.Campbell@schools.usu.gov at the USBE.

Step 4: Wait for USBE staff to review the documents in step 2. A successful review process results in your school receiving an assigned school number which is recognized by the USBE system, and in other state systems.

Step 5: Develop your start-up/implementation grant application by directly accessing the application made available by the Utah State Legislature, and administered by the Utah State Charter School Board [Startup Implementation Grant Application.docx - Google Drive](#). Note that you completed aspects of this application when completing your application seeking authorization from USU. Copy and paste materials as appropriate from your application, and then supply other needed information required of the start-up fund application.

Step 6: Submit your start-up application which is located in the application you submitted to USU as part of the authorization process.