



State Charter School Board Amendment Request

250 East 500 South, P.O. 144200, Salt Lake City, UT 84042

(801) 538-7720

www.UtahSCSB.org

The vision of the Utah State Charter School Board (SCSB) is that “every student has access to an excellent education that meets their unique leaning needs.”

Introduction

The purpose of the Amendment Request is to provide a process for a charter school governing board to request changes to its charter. The Amendment Request is based on the premise that the contractual agreement may be modified by mutual agreement of the charter authorizer and the governing body of the school.

Submission

Application must be uploaded into the Applications Folder of the documents section in the Utah Charter Access Point (UCAP) system no later than **5:00pm MST on the third Friday of the month prior** to the SCSB meeting.

Staff Eligibility Review

After receipt, SCSB staff reviews request to include associated academic, financial, and operational performance and compliance. Once the applicant is deemed Administratively Complete, the applicant (if appropriate) will be invited to the next SCSB meeting. Operational compliance will be confirmed throughout the review period.

State Charter School Board Consideration

At the scheduled SCSB meeting, members will consider the request. Schools will have opportunity to answer questions. SCSB staff will notify the school of the SCSB decision within five business days. If approved, and USBE approval is not required, the governing board and SCSB sign an addendum to the original charter agreement outlining the agreed changes. Normally scheduled meeting, **typically the second Thursday.**

If approved and if applicable, the application will be forwarded to the USBE for consideration at its next scheduled meeting.

Application Instructions

The Amendment Request template is a Microsoft Word document with checkboxes and text boxes for the applicant to respond to questions. Prepare your application package using the template, attachments/forms, and submission process approved by the Board. This template is designed to be completed and submitted **electronically**. Incomplete applications will not be considered. **Submit the application through the UCAP system.**

Formatting Requirements:

- Only PDF file types will be accepted. Fonts must be no less than **11 point**.
- The application calls for certain official documents to be scanned. Scanned documents must be no less than 100% of the original size, except for building floor plans or maps.

DELETE THIS INSTRUCTION PAGE WHEN SUBMITTING THE APPLICATION

Applicant Assurances

Print this sheet, complete and sign the spaces at the bottom, scan, and attach to the electronic application.

The Board Chair must sign the following agreement prior to submitting the application package.

Should the agreement be signed by someone other than the current Board Chair, the application package will be deemed Administratively Incomplete.

School Name: Vanguard Academy

The Applicant certifies all information contained in this application is complete and accurate, realizing that any misrepresentation could result in disqualification from the Amendment Request process or revocation after award.

The Applicant understands that applications must be uploaded into the UCAP system no later than the third Friday of the month preceding the month of the requested SCSB meeting and that incomplete applications will not be considered.

The Applicant acknowledges that all information presented in the application package, if approved, may become part of the charter to be used for accountability purposes throughout the term of the charter.

The Applicant acknowledges that the charter school governing board is subject to all Utah statutes regarding charter schools as well as all relevant federal, state and local laws, and requirements, and should comply with such.

The Applicant acknowledges that the most current academic and compliance data will be provided to the SCSB for its consideration of the application.

The applicant acknowledges that prior to inclusion on the agenda, the SCSB recommends charter school governing boards schedule an appointment with SCSB staff to discuss the request and provide clarification to any staff questions.

Kent Johnson
Name of Board Chair

 4-14-22
Signature of Board Chair /Date

School Entity Information

Name of School: **Vanguard Academy**

Name of School Administrator: **Charles Reynolds, Director**

Contact Information for School: 2650 South Decker Lake Lane, WVC, UT 84119; Phone: 801-327-8724

Below, list the names and positions of all current Board Members (officers, members, directors, partners), and their positions. Also list any other current charters in which they act as a corporate principal or charter representative. Add rows as necessary.

Name	Position	All Charter Affiliations
Kent Johnson	Board Chair	Vanguard Academy
Joshua Peterson	Board Vice Chair	Vanguard Academy
Grace Mitchell	Board Treasurer	Vanguard Academy
Scott Kingston	Board Member	Vanguard Academy
Kimly Mangum	Board Member	Vanguard Academy
Darren Jenkins	Board Member	Vanguard Academy
Eric Freeman	Board Member	Vanguard Academy
Daniel Jessop	Board Member (pending SCSB approval)	Vanguard Academy
Ben Robinson	Board Member (pending SCSB approval)	Vanguard Academy

Contractual Charter Agreement Goals

List the school's contractual goals.

Required Attachments:

- If the school is *not* meeting all its charter contractual agreement goals, then include the governing board's corrective action plan. (Corrective action plan limited to two pages.)

Requested Amendment(s) to Charter

1. Complete as many sections as apply.

Amendment Request – VANGUARD ACADEMY CHARTER SCHOOL

2. Provide requested details and supporting documentation as outlined for each amendment requested.

Change to curricular or instructional emphasis, including educational program or methods of instruction.

Required Attachments:

- A redline version showing new additions and ~~removed language~~ in educational program or methods of instruction.
- Documentation of new, evidence-based choice, as well as anticipated improvement in student performance.

Relocating to a new school district or municipality.

Operational schools: Describe the decision to move and the projected impact on enrollment.
Click or tap here to enter text.

Required Attachments:

- Supporting evidence for decision.
- Minutes from the board meeting where parents and student provided feedback.

Planning year schools:

Required Attachments:

- Detailed market analysis of newly proposed location.
- Corresponding capital facility plan.
- Revised budget for the planning year and first three operational years.

Articulation agreement.

Describe the purpose for the articulation agreement.
Click here to enter text.

Required Attachments:

- Provide a copy of the school's proposed articulation agreement signed by all participating charter school(s).

Change to effectiveness goals, performance measures, or accountability plan.

Required Attachments:

- Redline version showing new additions and ~~removed language~~ in contractual agreement performance measures.
- Provide supporting documentation for the requested change.

Postponement of opening year.

Describe the reason for postponing the school’s opening year.
Click here to enter text.

Required Attachments:

- Include additional supporting documentation as necessary.

Change to Bylaws, Articles of Incorporation, or contractual agreement specific to number of board members or board member election / appointment process.

Required Attachments:

- A redline version showing new additions and ~~removed language~~ in Bylaws.

Removal of original application sections – not applicable to Exhibit A contracts

Required Attachments:

- A redline version showing new additions and ~~removed language~~, or
- If completely rewritten, the new policy or procedure with new effective date, indicating superseding of previous policy or procedure.
- Excerpt from board minutes at which policy was approved

NOTE: Policies, procedures, and minutes can be provided through a specific hyperlink to the exact policy, procedure, or minutes.

Examples:

- Job descriptions for educators and administration, including business administrator
- Selection of Education Service Providers
- Financial performance and sustainability goals
- Board performance and stewardship goals
- Student achievement levels for assessments no longer required by USBE (e.g., end of level CRT, IOWA, DWA, etc.)
- Acceptable use and social media policy
- Extra-curricular activities and fee schedules

NOTE: SCSB staff will review policy or procedure for compliance with state law and board rule.

Change to School Mission or Purpose(s)

Describe the process the governing board followed when making this decision, as well as why a change to mission and/or purpose(s) is necessary for the governing board to meet the terms and conditions in its contractual agreement.

Added “and careers” to the mission statement.

Required Attachments:

Amendment Request – VANGUARD ACADEMY CHARTER SCHOOL

- A redline version showing new additions and ~~removed language~~ in school mission and/or purpose(s).

Change to grades served or decrease in student enrollment.

Summarize the governing board’s discussion that led to the decision to reduce grade levels or number of students served.

[Click here to enter text.](#)

Complete:

		Grades and Specific Number of Students Served by Grade												Max Enrollment
Current	K	1	2	3	4	5	6	7	8	9	10	11	12	
SY														
Proposed	K	1	2	3	4	5	6	7	8	9	10	11	12	
SY														

Other Amendments Not Previously Identified Above

Please describe amendment request.

[Click here to enter text.](#)

Required Attachments:

- Details and supporting documentation as appropriate.
- Additional information may be requested following review and request may require SCSB or USBE approval.

CHARTER AGREEMENT

This **Charter Agreement** (hereafter “Charter” or “Agreement”) is entered into pursuant to U.C.A. §§53A-1a-503.5(1)(c) and 508, on this 29th day of September, 2016, by and between the **Utah State Charter School Board**, (hereafter “SCSB” or the “Charter school authorizer,” pursuant to §53A-1a-501.3(3) or just “Authorizer”), and Jonie Jenkins with the operating non-profit corporation referred to as Applicant(s) (collectively, the “Parties”) to operate the **Vanguard Academy** (the “Charter School” or “School”), a public Charter school under the Utah Charter Schools Act, U.C.A. §53A-1a-501, *et seq* (the “Act”).

WITNESSETH:

WHEREAS, the State of Utah (the “State”) enacted the Utah Charter Schools Act, codified as U.C.A. §53A-1a-501, *et seq.*, with the intent of serving the needs of free public education in both elementary and secondary schools; and

WHEREAS, under the Act duly authorized Charter Schools are deemed to be public schools¹ subject to the leadership, supervision, regulation, and oversight of the SCSB and the Utah State Board of Education (“USBE”); and

WHEREAS, pursuant to U.C.A. §53A-1a-505 of the Act, the SCSB has the authority and is recognized to be an “authorizer” otherwise empowered to establish charter schools in the State and to enter into Charter Agreements pursuant to U.C.A. §53A-1a-508, with approved Applicants setting forth the terms and conditions under which the Charter School is to operate; and

WHEREAS, Applicant(s) submitted an application (together with attachments and addenda, the “Application”) to establish a Charter School pursuant to U.C.A. §53A-1a-504 of the Act; and

WHEREAS, the Application was approved pursuant to U.C.A. §53A-1a-505 by the SCSB, and the USBE on or before February, 2014; and

WHEREAS, the Parties hereto now enter into this Charter Agreement, agreeing to be legally bound thereby, and to establish meaningful benchmarking of performance and outcomes of the education process including developing as part of this Agreement clear, measurable performance standards and operational minimum standards which will be regularly reviewed by the Charter School’s Governing Board and by the SCSB as provided herein for evaluative, accountability, and monitoring purposes²; and

WHEREAS, the Charter School, through its Governing Board, may request technical assistance from the SCSB in any area, including curriculum matters and financial concerns³, however, in no event is the USBE³), or the SCSB responsible for any financial or

¹ U.C.A. § 53A-1a-503.5 (1)(a).

² U.C.A. §53A-1a-501.6

³ U.C.A. §53A-1a-501.6

technical support provided other than the funding and technical assistance as expressly required by law, nor are the USBE, or the SCSB responsible for the outcome or the liability associated with any decision the Charter School makes based on such assistance; and

WHEREAS, the Parties recognize and agree that the Legislature may amend the Act or any other governing or applicable statute and the USBE may promulgate rules which shall be binding on the Parties as to matters agreed to hereto and such amendments to statutes, or rules shall automatically become part of this Agreement and amend or supersede anything that has otherwise been agreed to herein.

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:

SECTION 1. ESTABLISHMENT OF THE CHARTER SCHOOL

1.1 **The Charter School.** The SCSB, as an Authorizer under U.C.A. §53A-1a-501.3(3) hereby authorizes Applicant to establish a charter school pursuant to the Act and this Charter Agreement.

1.2 **Charter Agreement**⁴. This Charter Agreement is a legally binding document⁵ and consists of this signed Agreement, including all attachments, specifically, Exhibit “A,” 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 U.C.A. §53A-1a-511.

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 SCSB policies; then this Agreement including all exhibits and attachments.

1.3 **Compliance with Laws, Regulations and Rules.** The Charter School, through its Governing Board, shall comply with all applicable state and federal laws, regulations, and rules⁶. Neither the SCSB nor the local board of education assumes the duty to oversee the operations of the Charter School except as may otherwise be provided by law or separate contract.

1.4 **Other Rules.** The USBE or its designees are authorized by statute to develop and implement additional rules for administering Utah’s charter schools program.⁷ Such new

⁴ U.C.A. §53A-1a-508

⁵ U.C.A. §53A-1a-505 (3); and U.C.A. §53A-1a-503.5(1)(c)

⁶ U.C.A. §53A-1a-508 (2) (f)

⁷ U.C.A. §53A-1a-503.5(1)(b),

or additional rules are incorporated herein by reference and all amendments thereto, with or without notice, when they are duly enacted or promulgated as provided by law.⁸

- 1.5 **Maintain High Standards.** The SCSB commits to maintaining high standards for the charter schools it authorizes; overseeing charter schools that, over time, meet the performance standards and targets on a range of measures and metrics set forth in this Charter Agreement; and closing schools that fail to meet standards and targets set forth in law and Agreement
- 1.6 **Monitoring and Oversight.**⁹ To permit the SCSB as the Authorizer hereunder to fulfill its monitoring and oversight functions under the Act, U.C.A. §53A-1a-501.6(1)(b), and ensure that the School is in compliance with all applicable laws, regulations, rules, and the terms and conditions of this Agreement¹⁰, the Charter School agrees to fully support SCSB’s oversight and monitoring responsibilities including responding to all timely requests for reports,¹¹ audits,¹² formal and informal investigations, formal and informal visits and inspections of books and records of the Charter School.¹³ SCSB will use best efforts in exercising its oversight function to secure and review information or records that have been previously submitted by the Charter Schools to relieve administrative cost associated with duplicate requests.

SECTION 2. OPERATION OF SCHOOL

- 1.1 **Mission Statement.** The Charter School shall be operated by the School’s Governing Board,¹⁴ pursuant to its mission statement, set forth in Exhibit A.
- 1.2 **Governance.** The Charter School shall be governed by a Governing Board.¹⁵ The Governing Board of the charter school shall have the authority, as established in its articles, bylaws and this Agreement to decide matters related to the operation of the Charter School and shall have final responsibility for the academic and operational performance of the Charter School. Nothing herein shall prevent the Governing Board from delegating decision-making authority for policy and operational decisions to

⁸ See e.g., § 53A-1a-504(4) (“shall make rules regarding expansion of charter school”); § 53A-1a-506(2) (“shall make a rule providing a timeline for opening of a charter school”); § 53A-1a-506.5(2) (“shall make rules describing procedures for student to follow in applying for entry into, or exiting charter school”); § 53A-1a-509(5) (“shall make rules” for remedying deficiencies); § 53A-1a-510(4) (“shall make rules that require a charter school to report threats to health, safety, or welfare”); § 53A-1a-510.5(8) (“may make rules that provide additional closure requirements”); § 53A-1a-513(7) (“shall also adopt rules relating to the transportation of students”); § 53A-1a-513.5(3) and (4) (“shall make rules” regarding awarding of grants and mentoring programs); § 53A-1a-519(2) (“may establish rules to allow a charter school student to participate in extracurricular activity”); § 53A-1a-520 (“shall make rules that require a charter school to develop an accountability plan”).

⁹ U.C.A. §53A-1a-501.6 (1)(a) and (b)

¹⁰ Id.

¹¹ U.C.A. §53A-1a-507 (5)(b)(2), and U.C.A. §53A-1a-507 (4)(a)

¹² U.C.A. §53A-1a-507 (4)(b)

¹³ U.C.A. §53A-1a-507 (5)(b)(iii)

¹⁴ U.C.A. §53A-1a-503.5(1)(c),

¹⁵ U.C.A. §53A-1a-504 (2)

officers, employees, and agents of the Charter School but ultimate responsibility for and oversight of any such delegated authority shall remain at all times with the Governing Board.

- 1.3 Compliance. The Governing Board shall institute policies and programs to ensure compliance with the terms and conditions of this Agreement as well as compliance with all governing laws, regulations, and rules.¹⁶
- 1.4 Public Entity. When authorized and with the signing of this Agreement the Charter School becomes a “public school within the state’s public education system,” U.C.A. §53A-1a-503.5(1)(a). As a public school under the Act the School is subject to and must abide by all laws, regulations, rules, and policies otherwise effecting such public schools.¹⁷
- 1.5 School Autonomy.
- a. The SCSB will honor and preserve core autonomies crucial to the Governing Board’s success, including:
 - 1) Hiring and managing personnel, except as otherwise provided herein¹⁸;
 - 2) Establishing a unique school culture;¹⁹
 - 3) Establishing instructional programming, design, and use of time; and
 - 4) Control of essential budgeting.
 - b. The SCSB assumes responsibility for holding the Governing Board accountable for the School’s performance as directed by law, rule, and Agreement;²⁰
 - c. The SCSB will use best efforts to collect information from the Charter School in a manner that minimizes administrative burdens on the school, while ensuring that performance and compliance information is collected with sufficient detail and timeliness to protect student and public interests;²¹ and
 - d. The SCSB will bi-annually review its own 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.²²
 - e. The SCSB shall review all leases, lease purchase agreements or other contracts or agreements relating to an authorized Charter School’s facilities or financing of the

¹⁶ U.C.A. §53A-1a-507(5).

¹⁷ U.C.A. §53A-1a-507 (4)

¹⁸ U.C.A. §53A-1a-501.6 (2) (c) (ii)

¹⁹ U.C.A. §53A-1a-503 (2)

²⁰ U.C.A. §53A-1a-501.6

²¹ U.C.A. §53A-1a-507 (5) (b)

²² U.C.A. §53A-1a-507 (5) (c)

charter schools facilities along with the charter schools attorney before the lease, agreement or contract is entered into.²³

- 1.6 Board and School Transparency. The Governing Board agrees to have a website with the content requirements found in R277-482, Utah Administrative Code, posted at least 180 days prior to the opening day of school. In addition, the SCSB requires the website contain links to school data and accountability reports maintained on other websites (e.g., student assessment, audited financial statement, etc.); links to Governing Board meeting dates, agendas, and minutes; and reports created by the Governing Board to provide evidence of how the Charter School performed compared to the assurances and school accountability measures in this Charter Agreement.
- 1.7 Reporting. The Charter School’s Governing Board shall submit such reports as required by state and federal law, this Charter Agreement, and as may be requested by the SCSB.²⁴

SECTION 3. SCHOOL FINANCIAL MATTERS

- 2.1 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.
- 2.2 Insurance/Bonding²⁵
- a. Pursuant to U.C.A. § 63G-7-604(4) and Rule 37-4, U.A.C, 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 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 statute and rule. Such coverage shall include but not be limited to:
 - 1) General liability;
 - 2) Employee dishonesty bond;
 - 3) Workers’ compensation, as specified by federal law;
 - 4) Comprehensive/collision consistent with cash values of vehicles if applicable;
 - 5) Liability insurance specific to the School’s Governing Board’s financial officer or treasurer or business administrator consistent with coverage designated in USBE rule.
 - b. SCSB shall be named as an additional insured under any and all general liability insurance policies required by this section.

²³ U.C.A. §53A-1a-507 (9)

²⁴ U.C.A. §53A-1a-508 (2) (f) (ii)

²⁵ U.C.A. §53A-1a-507 (8)

- c. The provisions of sub-paragraph 3.2 a., above, shall not preclude any Charter School from obtaining liability insurance coverage in addition to or in excess of the requirements stated in this section.
- d. Written proof and copies of required insurance policies shall be provided to the SCSB at least 90 days prior to the initial opening of school. The policies shall be maintained by the SCSB with this Agreement. The School's Governing Board shall provide the SCSB with certificates of insurance as provided herein annually within thirty days of the insurance purchase or renewal.

SECTION 4. CHARTER REVIEW

- 4.1 Reviews. In keeping with the requirements of U.C.A. §53A-1a-501.6(1)(b) the SCSB will perform at least an annual review (more often as the need arises as determined by the Authorizer) and evaluation of the performance of the Charter School and hold the Charter School accountable for its performance. To facilitate the annual or any other review the School shall maintain the necessary records to provide the following:
 - a. Annual Performance Report.²⁶ In keeping with the purpose of the Utah Charter Schools Act, the State Charter School Board will produce for public distribution an annual report that provides clear, accurate, performance data for the Charter School according to the frameworks set forth in the SCSB *Charter School Performance Standards: Financial Performance & Sustainability, Governing Board Stewardship, and School Accountability*, and those found in Exhibit "A," as well as reporting overall portfolio performance.
 - b. Documentation. The Governing Board shall maintain all documents used to determine and support data used to prepare the annual report provided in subsection 4.1 a., and shall submit such additional documents as the SCSB may request.
- 4.2 Review Process. The Charter School review process will be guided by the following core 4.3 questions, and by the purposes, and School Accountability Measures found in Exhibit "A":
 - Is the School's academic quality successful as represented publicly and as described herein?
 - Is the School's organizational structure; governance and financial position viable and sustainable?
 - Have there been any material misrepresentations made to the Authorizer or the public?
 - Is the School demonstrating good faith in following the terms of its Charter Agreement and all other applicable laws, regulations, and rules?

²⁶ U.C.A. §53A-1a-501.6 (1) (b)

4.3 Intervention. The SCSB will establish and make known to the Governing Board, consistent with USBE rule,²⁷ the general conditions that may trigger a “Notice of Concern,” “Letter of Warning,” or “Probation,” as provided below. The SCSB 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 SCSB will engage in intervention strategies that preserve Governing Board autonomy and responsibility (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. Staff may issue a “Notice of Concern” addressed to the Governing Board outlining areas of concern and a timetable in which the concerns should be resolved. The terms of the letter and the consequences associated with the notice will be those found in the letter. In addition, the SCSB may provide focused support to the Charter School, including monthly meetings with SCSB staff and on-site monitoring.
- b. Letter of Warning. SCSB may direct staff to 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 SCSB may provide focused support to the Charter School, including assigning a mentor and on-site monitoring.
- c. Probation. SCSB may direct staff, before termination of this Charter Agreement for a material breach thereof, to place a School on “Probation” for such period of time, up to one year, or such other time period 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 this Agreement and all controlling laws, regulations and rules. The SCSB will provide notice of such probation and the terms of that probation in a letter provided to the Governing Board. In addition, the SCSB 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.
- 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 SCSB, the SCSB may pursuant to U.C.A. §53A-1a-509:

- 1) remove a Charter School director or financial officer, or their equivalent positions, and without consideration of the School’s corporate formalities;²⁸

²⁷ U.C.A. §53A-1a-509 (5)

²⁸ U.C.A. §53A-1a-509 (2) (a) (i)

- 2) remove a governing board member, without consideration of the School's corporate formalities;²⁹ or
 - 3) appoint an interim director, who will replace or act in the place of the director, or mentor to work with the Charter School.³⁰
- e. **Termination of Charter.** SCSB may terminate this Charter for those reasons provided in state law, USBE rule, or for material breach of this Agreement³¹ subject to the right of appeal as provided in U.C.A. §53A-1a-510.

In addition, the Governing Board may voluntarily terminate this Agreement.³² In the case of any termination whether it is voluntary, or initiated by SCSB action, and after the settlement of all outstanding obligation from the assets on hand, there is a presumption that the property of a School shall revert to the SCSB.³³ A School may defeat the presumption of SCSB ownership with documentation that the School purchased the property with private funding, and compelling documentation exists that the School or its founders or directors were never reimbursed from public funds.³⁴

SECTION 5. MISCELLANEOUS

- 5.1 **Indemnity.** The Charter School agrees to indemnify and hold harmless the USBE, SCSB, 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.
- 5.2 **Assignment.** Assignment of this Agreement or a significant part of the assets of the 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 5.3.
- 5.3 **Amendment.** This Agreement may be amended by the mutual agreement of the SCSB and the Governing Board. Any such amendment must be made in writing and signed by the appropriate representatives of the SCSB and the Governing Board. In the case of any proposed amendment the Governing Board shall immediately submit in writing, to the SCSB and the local board of education in which the School is located, notice of any proposed changes to the Application, Agreement, or the representations or conditions contained in the original Application. The SCSB reserves the right to reject any proposed changes to this Agreement once the Application has been approved and this Agreement has been signed.

²⁹ U.C.A. §53A-1a-509 (2) (a) (ii)

³⁰ U.C.A. §53A-1a-509 (2) (a) (iii)

³¹ U.C.A. §53A-1a-510

³² U.C.A. §53A-1a-510.5 (1)

³³ U.C.A. §53A-1a-510.5 (4) (c) (i)

³⁴ U.C.A. §53A-1a-509.5

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

To Charter School:

Vanguard Academy Charter School
2650 South Decker Lake Lane
West Valley City, Utah 84119

To SCSB:

State Charter School Board
Attention: Executive Director
250 E. 500 S.
PO Box 144200
Salt lake City, Utah 84114-4200

- 5.5 Status of Parties to Charter. This Charter 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 this Agreement. "Parties," for purposes of this paragraph only, include the parties to this agreement as well as the SBE 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.
- 5.6 Severability. If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless the Charter is terminated. 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 in the future, or are found by any court to be invalid, illegal or unenforceable, then such portion shall be severed, and the remaining portion shall remain in full force and effect until the Governing Board is able to amend their Agreement, articles of incorporation, or bylaws to comply with such applicable law or court ruling.
- 5.7 Non-Endorsement. The Governing Board acknowledges that the granting of a Charter Agreement in no way represents or implies endorsement by the SCSB of any particular method used by the Charter School or its agents; nor does this Agreement constitute a guarantee by the SCSB of the success of the Charter School in providing a learning environment that shall improve student achievement.
- 5.8 Legislative Action. 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. Upon repeal of the statutes authorizing charter schools, this Charter Agreement is null and void.

- 5.9 Waiver. No waiver of any breach of this Agreement shall be held as a waiver of any other or subsequent breach.
- 5.10 Governing Law. This Agreement shall be governed by, subject to and construed under the laws of the State of Utah. Jurisdiction shall be deemed appropriate in any State Court of competent jurisdiction in the State of Utah. Should any action be brought to enforce any provision of this Agreement the substantially prevailing party shall be entitled to an award of its costs and attorneys fees.
- 5.11 Counterparts. This 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 this Agreement, including the signature pages hereto, shall be deemed to be an original.

STATE CHARTER SCHOOL BOARD

By:
Title:

VANGUARD ACADEMY CHARTER SCHOOL

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member

Board Chair:

Date of Board resolution (copy of Resolution attached):

EXHIBIT "A"

Incorporated herein by reference is the Application, and all exhibits and appendices thereto, submitted by Vanguard Academy Charter School on the 30th day of September, 2016; and which was considered and used in the approval of a charter granted by the State Charter School Board and the State Board of Education.

1. Name of the charter school: **Vanguard Academy**
2. Charter school applicant: **Vanguard Academy**
3. Location: The charter school shall be established in **West Valley City**, located within the **Granite District**, which is material to its authorization.
4. Mission statement: **Vanguard Academy's mission is to empower our students to excel in college and careers with exceptional math, science and leadership skills, inspired by music and a passion for learning.**
5. Purpose(s) of the charter school:
 - A. Continue to Improve Student Learning
 - B. Increase Choice of Learning Opportunities
6. Key elements of the charter school:
 - A. Vanguard Academy will empower students to excel in college with a focus on Science, Technology, Engineering, Arts, and Math (STEAM).
 - B. Musical arts will be the Arts focus. ~~Students will be required to take one musical arts class each year.~~
 - C. Students will take music, math and science classes every year.
 - E. Students will be given STEAM time for projects where skills and knowledge from all subjects are used.
 - F. Students will be involved with developing innovative designs on a regular basis scheduled into the school day and supported by educators from across the curriculum offered.
 - G. Students will participate in STEM competitions such as TAS-STEM, WPBD, robotics, and SKILLS.
 - H. Project based learning will supplement the STEAM curriculum.
 - I. Students in grades 7-8 at Vanguard Academy shall earn a minimum of 17 units of credits. Students in grades 9-12 must earn a total of 24-27 Units of Credit for graduation.

- K. 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.
- L. Students will participate in a school wide science project that will be part of their other core classes.
- M. Seniors will complete a senior project, designed to prepare each student for life after Vanguard.
- N. Vanguard will offer Concurrent Enrollment and AP classes for high school students.
- O. Teachers will receive training in using the STEAM framework, and proper implementation of the framework.
- P. Each grade level will have a teacher who acts as a team leader to help facilitate the integration of subjects across that grade level.
- Q. Teachers will be given collaboration time twice a month during early release days to plan and refine curriculum with the other teachers in their department and across curricular areas.
- R. A position at the school will include a certified STEAM coordinator.
- S. Maintain a large enough student population to offer all programmatic elements listed in the approved charter application.
- T. Will not offer distance or online education, as defined by the Utah State School Board.

7. School year will start: **2015-2016**

8. Grade levels and maximum enrollment:

Operational Year	Grades	Total Enrollment
1 SY 22	7-12	510
2 SY 23	7-12	530
3 SY 24	7-12	550

9. Structure of governing board:

- A. Number of board members: **79**
- B. Appointment of board members: **Selected by a vote of the Governing Board. PTSO President Position is selected by a vote of the Governing Board.** At least **3** members of the governing board are to be parents/guardians of children currently enrolled in the school.
- C. Board members' terms of office: **The term of office are limited according to position, as follows:**
President 4, Vice President 3, Secretary 2, Financial Coordinator 3, PTSO President 1.
- D. Meetings: **At least 6 times per year.**

10. Administrative rules waived (if applicable): **None**

11. Additional school specific standards used to assess School Achievement in the Charter School Performance Standards:

Measure	Metric	Targets			
		Exceeds	Meets	Does Not Meet	Falls Far Below
Mission Specific: College Educational Plan	percent of students completing a post-secondary academic plan	100%	≥95%	≤94%	≤75%
Mission Specific (optional): College Credit in High School	percent of students graduating high school with at least 12 college credits	≥75%	≥50%	≤49%	≤25%
Relative Academic Performance: High School Graduation Rate	percent of students graduating high school, calculated using Utah's graduation rate formula	100%	≥80%	≤79%	≤50%
Value Add Academic Goal: College entrance exam composite and subtest measures	Percent of students reaching a score predictive of college success on the ACT Composite and/or individual subtests (Composite – 18; English – 18; Math – 22; Reading – 21; Science – 24)	≥75%	≥50%	≤49%	≤25%

12. State Accountability: As defined by statute and implemented by the Utah State Board of Education by rule or Federal plan.

13. Student Engagement: Defined by the SCSB, as required by rule and statute. School will be held to the approved Charter School Performance Standards (subject to update and revision).

14. Financial and Governance Measures: Defined by the SCSB, as required by rule and statute. School will be held to the approved Charter School Performance Standards (subject to update and revision).

**BYLAWS
OF
VANGUARD ACADEMY, INC.
AMENDED MARCH ~~130, 2021~~2022**

**ARTICLE I
NAME, OFFICE LOCATION**

1. **Name.** The name of the corporation is Vanguard Academy, Inc.
2. **Office Location.** The corporation shall have an office located at 2650 Decker Lake Ln, West Valley City, Utah 84119 and at such other places as shall be designated by the board of directors from time to time by resolution.

**ARTICLE II
PURPOSE**

The corporation will operate as a public charter school. The corporation is organized exclusively for charitable, religious, educational, and/or scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under ~~section~~ **Section** 501-(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. This corporation shall not carry on any other activities not permitted to be carried on by an organization exempt from federal income tax. The corporation shall not participate in any political campaign in any manner. The corporation shall not attempt to influence legislation. The corporation is organized exclusively for charitable, religious, educational and/or scientific purposes.

**ARTICLE III
EARNINGS AND ASSETS**

1. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its shareholders, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation.
2. The corporation has not been formed for the making of any profit, or personal financial gain. The assets and income of the organization shall not be distributable to, or benefit the trustees, directors, or officers or other individuals. The assets and income shall only be used to promote corporate purposes as described below. Nothing contained herein shall prohibit the

payment of reasonable compensation to employees and independent contractors for services provided for the benefit of the corporation.

ARTICLE IV **DIRECTORS**

1. **Number of Directors.** The corporation shall be managed by a Board of Directors consisting of ~~seven-nine~~ director(s), ~~one of which shall serve as Board Chairperson and another shall serve as Board Vice Chairperson.~~
2. **Election and Term of Office.** The directors shall be elected at the annual meeting. Each director shall serve a term of one year ~~year(s)~~, or until a successor has been elected and qualified.
3. **Adverse Interest.** In the determination of a quorum of the directors, or in voting, the adverse interest of a director shall not disqualify the director or invalidate his or her vote.
4. **Organizational Meeting of Board.** The Board of Directors shall meet immediately after the election for the purpose of electing its new officers, appointing new committee chairpersons and for transacting such other business as may be deemed appropriate.
5. **Regular Meetings.** The Board of Directors shall have regular meetings at least every quarter, ~~but regular meetings may be held more often if needed, the schedule of which shall be established at the annual meeting,~~ to accomplish the business of the organization. ~~No n~~Notice of such meetings shall be ~~required~~posted as required by law.
6. **Special Meetings.** Special meetings may be requested by the ~~President~~Board Chairperson, Board Vice-President~~Chairperson~~, Secretary, or any two directors by providing five days' written notice by ordinary United States mail or electronic mail, effective when mailed. Minutes of the meeting shall be sent to the Board of Directors within two weeks after the meeting.
7. **Procedures.** The vote of a majority of the directors present at a properly called meeting at which a quorum is present shall be the act of the Board of Directors, unless the vote of a greater number is required by law or by these by-laws for a particular resolution. A director of the organization who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless their dissent shall be entered in the minutes of the meeting. The Board shall keep written minutes of its proceedings in its permanent records.
8. **Emergency Action.** Should action be required when it is not possible to assemble the Board of Directors in a properly called meeting or when the Executive committee explicitly cannot assume the powers of the full board, written or oral approval of the proposed action by a board majority may be obtained in a poll of the entire Board of Directors authorized by the ~~President-Board Chair~~ or majority of the Executive committee. Any action so taken shall be recorded in the minutes of the next properly called board meeting.

9. **Removal/Vacancies.** A director shall be subject to removal, with or without cause, at a meeting called for that purpose. Any vacancy that occurs on the Board of Directors, whether by death, resignation, removal or any other cause may be filled by the remaining directors. A director elected to fill a vacancy shall serve the remaining term of his or her predecessor, or until a successor has been elected and qualified.

10. **Standing Committees.** There shall be three (3) standing committees of the organization: executive, nominating and fund-raising/public relations. The ~~President-Board Chairperson~~ shall appoint the chairpersons of all committees from the membership of the Board of Directors. All committee appointments shall terminate upon the election of a new ~~PresidentBoard Chairperson~~, unless specifically determined otherwise at the annual meeting. All committees shall function within the guidelines and budgets established by the Board of Directors.

11. **Executive Committee.** The Executive Committee shall be composed of the officers of the organization, as specified herein, and shall have the full authority to undertake the duties and powers of the board except as these by-laws specifically state otherwise. All actions of the Executive Committee shall be reported to the board at its next meeting.

12. **Ad Hoc Committees.** The President may establish ad hoc committees at any time. All ad hoc committees are subject to the same rules and operating procedures as standing committees.

13. **Budgets.** The Board of Directors shall approve the annual budget of the organization ~~before the start of the fiscal year~~, during the ~~first last~~ quarter of ~~each the prior calendar-fiscal year~~ upon recommendation of the Executive Committee.

14. **Personnel Responsibilities.** The Board of Directors may employ and discharge employees of the organization and may prescribe their duties and compensation. The board shall discharge its duties with respect to personnel organizational matters without regard to age, sex, race, color, creed, sexual orientation, or the national origin of any person.

15. **Records.** Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the organization.

16. **Compensation.** No board member or officer of or any member of a committee shall receive at any time any of the net earnings or profit from the operations of the organization. This shall not prevent the payment of reasonable compensation for services rendered to or for the organization. Such compensation shall be fixed by the Board of Directors from time to time.

ARTICLE V **OFFICERS**

1. **Number of Officers.** The officers of the corporation shall be a ~~President~~Director, one or more ~~Vice Presidents~~ Assistant Director (as determined by the Board of Directors), a Secretary, and a Treasurer. Two or more offices may be held by one person.

- a. ~~President Director~~. The ~~President (Principal Director)~~ shall be the chief executive officer and shall preside at all meetings of the ~~Board of Directors and its~~ Executive Committee.
- b. ~~Vice President Assistant Director~~. The ~~Vice President Assistant Director (Executive Assistant)~~ shall perform the duties of the ~~President Director~~ in the absence of the ~~President Director~~ and shall assist that office in the discharge of its leadership duties.
- c. **Secretary**. The Secretary (~~Curriculum Director~~) shall give notice of all meetings of the Board of Directors and Executive Committee, shall keep an accurate list of the directors, and shall have the authority to certify any records, or copies of records, as the official records of the organization. The Secretary shall maintain the minutes of the Board of Directors' meetings and all committee meetings.
- d. **Treasurer**. The Treasurer (~~Facilities Director~~) shall be responsible for conducting the financial affairs of the organization as directed and authorized by the Board of Directors and Executive Committee, and shall make report of corporate finances as required, but no less often than at each meeting of the Board of Directors and Executive Committee.
- e. **Curriculum Director**. The Curriculum Director shall evaluate and recommend to the Board the teaching curriculum that will best advance the mission of the organization.
- f. **Assessment Coordinator**. The Assessment Coordinator shall facilitate academic assessment of the student body and shall monitor, track and report to the Board the assessment results.
- g. **Student Services Director**. The Student Services Director shall counsel the student body and help them advance towards graduation and onward towards their individual college and career paths. The Student Service Director shall report graduation readiness and concurrent enrollment statistics to the Board.

(Others?)

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2. **Term of Office**. The officers shall be elected annually by the Board of Directors at the first meeting of the Board of Directors. Each officer shall serve a one year term or until a successor has been elected and qualified.

3. **Elections**. The nominating committee, a standing committee of the organization, shall nominate, at least thirty (30) days prior to the annual meeting, a slate of qualified candidates for the positions whose terms are to expire or are vacant and its slate of candidates shall be included with the notice of the annual meeting. Following the report of the nominating committee at the meeting, any director of the organization may nominate other candidates for the available positions, provided that the nominees agree to serve if elected. At the conclusion of nominations, the Board of Directors shall vote for each position by secret written ballot.

4. **Removal or Vacancy.** The Board of Directors shall have the power to remove an officer or agent of the corporation. Any vacancy that occurs for any reason may be filled by the Board of Directors.

ARTICLE VI MEETINGS

1. **Annual Meeting.** An annual meeting shall be held once each calendar year for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting. The annual meeting shall be held at the time and place designated by the Board of Directors from time to time.

2. **Special Meetings.** Special meetings may be requested by the ~~President-Director~~ or the Board of Directors.

3. **Notice.** Written notice of all meetings shall be provided under this section or as otherwise required by law. The Notice shall state the place, date, and hour of meeting, and if for a special meeting, the purpose of the meeting. Such notice shall be delivered to all directors of record at their last known email address or phone text number, at a reasonable time prior to the meeting. Such notice shall be deemed effective when it is sent.

4. **Place of Meeting.** Meetings shall be held at the corporation's principal place of business unless otherwise stated in the notice.

5. **Quorum.** A two-thirds majority of the directors shall constitute ~~at~~ quorum at a meeting. In the absence of a quorum, a majority of the directors present may adjourn the meeting to another time without further notice. If a quorum is represented at ~~an adjourned~~the rescheduled meeting, any business may be transacted that might have been transacted at the meeting as originally scheduled. The directors present at a meeting represented by a quorum may continue to transact business until adjournment, even if the withdrawal of some directors results in representation of less than a quorum.

6. **Informal Action.** Any action required to be taken at a meeting of directors, or any action which may be taken at a meeting of directors or of a committee of directors, may be taken without a meeting if a consent in writing setting forth the action so taken, is signed by all of the directors or all of the members of the committee of directors, as the case may be.

ARTICLE VII NO CORPORATE SEAL; EXECUTION OF INSTRUMENTS

The corporation shall not have a corporate seal. All instruments that are executed on behalf of the corporation which are acknowledged and which affect an interest in real estate shall be executed by the ~~President-Director~~ or any ~~Vice-President-Assistant Director~~ and the Secretary or Treasurer. All other instruments executed by the corporation, including a release of mortgage or lien, may be executed by the ~~President-Director~~ or any ~~Vice-President-Assistant Director~~.

Notwithstanding the preceding provisions of this section, any written instrument may be executed by any officer(s) or agent(s) that are specifically designated by resolution of the Board of Directors.

ARTICLE VIII
AMENDMENT TO BYLAWS

The bylaws may be amended, altered, or repealed by the Board of Directors by a majority of a quorum vote at any regular or special meeting. The text of the proposed change shall be distributed to all board members at least ten (10) days before the meeting.

ARTICLE IX
INDEMNIFICATION

Any director or officer who is involved in litigation by reason of his or her position as a director or officer of this corporation shall be indemnified and held harmless by the corporation to the fullest extent authorized by law as it now exists or may subsequently be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights).

ARTICLE X
DISSOLUTION

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501 (c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

CERTIFICATION

I certify that the foregoing is a true and correct copy of the amended bylaws of the above-named corporation, duly adopted by the Board of Directors on this ____ day of ~~August, 2015~~ February, 2022.