

CHARTER AGREEMENT

This **Charter Agreement** (hereafter “Charter” or “Agreement”) is entered into pursuant to U.C.A. §53G-5-102 and §53G-5-508, on this 13 day of DECEMBER 2019 by and between the Utah State Charter School Board, (hereafter “SCSB” or the “Charter school authorizer,” pursuant to §53G-5-202(1)(a) or just “Authorizer”), and the MHA BOARD _____ (the “Applicant(s)”), (together collectively, the “Parties”) to operate the MOUNTAIN HEIGHTS ACADEMY (the “Charter School” or “School”), a public Charter school under Charter Schools U.C.A. §53G-5-101, *et seq.*

WITNESSETH:

WHEREAS, the State of Utah (the “State”) enacted statute permitting Charter Schools, codified as U.C.A. §53G-5-101, *et seq.*, with the intent of serving the needs of free public education in both elementary and secondary schools; and

WHEREAS, the statute 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. §53G-5-304, 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. §53G-5-303, 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. §53G-5-302; and

WHEREAS, the Application was approved pursuant to U.C.A. §53G-5-304 by the SCSB, and the USBE on or before _____; 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 USBE, or the SCSB responsible for any financial or technical support provided other than the funding and technical assistance as expressly required

¹ U.C.A. § 53G-5-401(1)(a).

² U.C.A. §53G-5-202

³ U.C.A. §53G-5-202

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. §53G-5-202(1)(a) hereby authorizes Applicant to establish a charter school pursuant to the Act and this Charter Agreement.
- 1.2 Charter Agreement⁴. 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. §53G-5-405.

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 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

⁴ U.C.A. §53G-5-303

⁵ U.C.A. §53G-5-304 and U.C.A. §53G-5-401(1)(c)

⁶ U.C.A. §53G-5-303(2)(f)

⁷ U.C.A. §53G-5-202(1)(b),

⁸ See e.g., §53G-5-302(3); §53G-5-503(2)(a); §53F-2-702; §53G-5-304; §53G-6-704; 53F-2-705; 53G-5-406.

- 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. §53G-5-202(1)(c), 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

- 2.1 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.
- 2.2 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 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.
- 2.3 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

⁹ U.C.A. §53G-5-202 (1)(c)

¹⁰ Id.

¹¹ U.C.A. §53G-5-404 (5)(b)(ii), and U.C.A. §53G-5-404(4)(a)

¹² U.C.A. §53G-5-404(4)(b)

¹³ U.C.A. §53G-5-404(5)(b)(iii)

¹⁴ U.C.A. §53G-5-401(1)(c), and U.C.A. §53G-5-302(2)(a)

¹⁵ U.C.A. §53G-5-302(2)(b), and U.C.A. §53G-5-401(1)(c)

¹⁶ U.C.A. §53G-5-404(3).

2.4 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. §53G-5-401(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

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

2.6 Board and School Transparency. The Governing Board agrees to have a website with the content requirements found in R277-551-5, 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, minutes and recordings; and reports created by the Governing Board to

¹⁷ U.C.A. §53G-5-404(3)

¹⁸ U.C.A. §53G-5-407

¹⁹ U.C.A. §53G-5-302(2)(a)

²⁰ U.C.A. §53G-5-202(1)(b)

²¹ U.C.A. §53G-5-406

²² U.C.A. §53G-5-202

²³ U.C.A. §53G-5-404(9)

provide evidence of how the Charter School performed compared to the assurances and school accountability measures in this Charter Agreement.

- 2.7 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

- 3.1 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.

3.2 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.
- 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.

²⁴ U.C.A. §53G-5-303(2)(f)(ii)

²⁵ U.C.A. §53G-5-404(8)

SECTION 4. CHARTER REVIEW

4.1 Reviews. In keeping with the requirements of U.C.A. §53G-5-202(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 by the SCSB, 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?

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.

²⁶ U.C.A. §53G-5-202(1)(b)

²⁷ U.C.A. §53G-5-501(5)

- a. Notice of Concern. Staff may issue a “Notice of Concern” addressed to the Governing Board outlining areas of concern.
- 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. §53G-5-501:
 - 1) remove a Charter School director or financial officer, or their equivalent positions, and without consideration of the School’s corporate formalities;²⁸
 - 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. §53G-5-503.

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

²⁸ U.C.A. §53G-5-501(2)(a)(i)

²⁹ U.C.A. §53G-5-501(2)(a)(ii)

³⁰ U.C.A. §53G-5-501(2)(a)(iii)

³¹ U.C.A. §53G-5-503

³² U.C.A. §53G-5-504(c)

³³ U.C.A. §53G-5-504(6)(a)

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.

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.
- 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:

SCHOOL NAME
Attention: Governing Board
STREET ADDRESS
CITY, UT XXXXX

To SCSB:

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

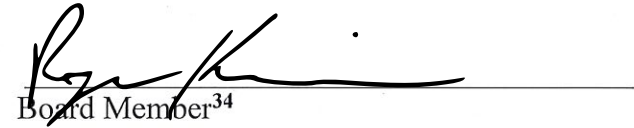
- 5.5 Status of Parties to Charter. This Charter is not intended to create and shall not be interpreted to create employer-employee, contractor-subcontractor, or principal-agent relationships between or among any party or parties to this Agreement. "Parties," for purposes of this paragraph only, include the parties to this agreement as well as the 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.
- 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: Kristin Elinkowski
Title: Board Chair


MOUNTAIN HEIGHTS ACADEMY



Board Member³⁴



Board Member



Board Member



Board Member



Board Chair:

Date of Board resolution (copy of Resolution attached):

³⁴ U.C.A. §53G-5-303(2)(j)



Mountain Heights Academy
Charter Agreement
Exhibit "A"

*No portions of Exhibit "A" may be changed unless amended pursuant to Charter Agreement
Section 5.3*

1. Name: The name of the Charter School shall be Mountain Heights Academy.
2. Applicant: A Charter Agreement is granted to OpenContent Foundation, which applied on February 8, 2008.
3. Location: The charter school shall be established statewide throughout Utah, which is material to its authorization.
4. Mission statement: The Charter School mission statement, as set forth in the application is: "Our mission is to use innovative technology, service learning, student-centered instruction and personal responsibility to empower students to succeed."
5. The mission adopted for operational purposes is: "to develop connected and successful learners"
6. Purpose(s) of the charter school: The Charter School purposes consistent with U.C.A. §53G-5-104 include:
 - a. Create new professional opportunities for educators that allow for the creation and use of open educational resources (OER) so that teachers have greater control over the content used in the classrooms. Moreover, teachers may be able to work from home and may be provided with a laptop.
 - b. Establish new models of public schools and a new form of accountability for schools that emphasizes the measurement of learning outcomes and the creation of innovative measurement tools through the use of an online Learning Management System (LMS), allowing for the integration of curriculum benchmarks, helping track student progress on a continuous basis. Service learning opportunities and end-of-term demonstrations create a new form of public accountability. Openly-licensed curriculum materials create an unprecedented level of transparency into the classroom experience.

7. Key elements of the charter school: The key elements of the Charter School, as set forth in the application, are programs and processes that make this school unique. They are included in the State Charter School Board annual review as assurances and included in the School Accountability Framework Comprehensive reviews.
- a. Maintains a large enough student population to offer all programmatic elements listed in the approved charter application. Provides in-person experiences for students to supplement and support the digital experience. Aims to construct an active and flexible learning environment that motivates students and builds meaningful learning relationships. Provides individualized instruction and one-on-one tutoring.
 - b. Encourages service learning each semester which is supported by inter-disciplinary projects.
 - c. Works with various state colleges and universities to allow for online college-level study during high school.
 - d. Course lessons may be provided both synchronously and asynchronously.
 - e. Teachers are trained in the curricular emphasis and effectiveness goals of MHA as well as participating in planning how to accomplish MHA's performance goals as outlined in Exhibit A.
 - f. Uses formative, state-mandated, and other assessment results, which are discussed in horizontal and vertical PLCs, to inform instruction and ensure core-standards are taught.
 - g. School and teachers initiate regular communication with parents at least weekly.

8. Opening School Year: 2009-2010

9. Grade levels and maximum enrollment:

School Year	Enrollment by grade band				Total Enrollment
	K	1-6	7-8	9-12	
2009-2010	0	0	0	125	125
2010-2011	0	0	0	250	250
2011-2012 (amended)	0	0	0	600	600
2012-2013	0	0	0	1000	1000

2013-2014
(amended) 0 0 500 1000 1500

10. Enrollment preferences permitted by board policy and 53G-6-502: (Remove any that were not approved in the application or supported by current board policy).

- a. Children, then grandchildren of founding parents,
- b. Children, then grandchildren of the governing board,
- c. Siblings of students currently, then previously enrolled,
- d. Children of school employees.

11. Structure of governing board: (from currently approved bylaws)

- a. Number of board members: 5-9
- b. Appointment of board members: Election, by the governing board
- c. Board members' terms of office: Three, three-year terms
- d. Meetings: Regularly, no fewer than six times per year

12. Administrative rules waived (if applicable): NONE

13. Additional school specific standards used to assess School Achievement in the Charter School Accountability Framework:

Measure	Metric		Targets		
		Exceeds	Meets	Does Not Meet	Falls Far Below
Mission Specific	Institutional contribution to OER repository	125 lessons per year, or more than two artifacts per returning teacher.	100 lessons per year, two artifacts per returning teacher.	Less than 100 lessons per year, or less than two artifacts per returning teacher.	Less than 100 lessons per year, and less than two artifacts per returning teacher.
Mission Specific	Student course completion rate of a minimum of 80%	100%	80%	<79%	<59%
Relative Academic Performance	Proficiency on end-of-year state mandated tests compared to other statewide online	School wide proficiency is higher in all tested subjects.	School wide proficiency is higher in most tested subjects.	School wide proficiency is lower in some tested	School wide proficiency is lower in each tested subject.

	LEAs			subjects.	
Student Academic Gain	Percentage of students achieving at least 75% in math and a 70% in reading on a national norm-referenced test, such as STAR, NWEA, MAP, etc.	80% / 75%	75% / 70%	65% / 60%	55% / 50%

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

15. Student Engagement, Financial, and Governance Measures: Defined by the SCSB, as required by rule and statute. School will be held to the approved Charter School Accountability Framework (subject to update and revision).

December 12, 2019

MINUTES OF THE
UTAH STATE CHARTER SCHOOL BOARD MEETING

Thursday, December 12, 2019
Utah State Board of Education—Board Rooms

DRAFT

Members Present:

Chair Kristin Elinkowski (*refrains from voting, unless otherwise noted)
Vice Chair DeLaina Tonks
Member Cynthia Phillips
Member Jim Moss
Member Krystle Bassett
Member Michelle Smith (via telephone)
Member Bryan Bowles

Staff Present:

Jennifer Lambert
Assistant Attorney General David Jones
Michael Clark
Amber Hellstrom
Brett Campbell
Stewart Okobia
Greg Connell
Marie Steffensen
James Madsen
Jenna Magnetti

Others Present:

Chair Mark Huntsman (USBE), Super. Angela Stallings (USBE), Heather Shepherd (SLARTS), Kevin Kelmore (DCP)Lauren Shurman (UMA), Shevran Reber (UMA), Chuck Williams (UMA), Merlynn Newbold (UMA), Vicki McCall (UMA), Curtis Oda (UMA), Heather Clinton (AeA), Tracy Hendrickson (AeA), Jared Ferguson (AeA), Gene Trombetti (AeA), Sheri Hardy (UMS), Roger Simpson (UMS), Charles Kavenaugh (UMS).

Call to Order

Chair Elinkowski called the meeting to order at 10:05 AM.

December 12, 2019

Pledge of Allegiance

A flag was present and the Pledge of Allegiance was made by those in attendance.

Board Chair Report

Chair Elinkowski noted that the board will meet on January 15th for its January meeting.

Former SCSB member Bruce Davis passed away. Let audience know viewing will be Friday from 5-8 in Layton.

Public Comment

Mr. Kelvin Kelmore commented on forming Destinations Career Academy, noting attending the boot camp and not having their proposal advanced to the application process. Noted filing a GRAMA for more information. Had a meeting with Executive Director Jennifer Lambert and asking for certain actions on November 20th. Timelining request for meeting with Chair Elinkowski asking for proposed dates or written denial of that meeting.

Consent Calendar

A) November 14, 2019 Minutes, B) Monthly Financial Report, C) Monticello Academy Charter Agreement, D) Mountain Heights Academy Charter Agreement, E) Weilenmann School of Discovery Charter Agreement, F) Credit Enhancement Program

Vice Chair Tonks and Member Phillips recused themselves from this agenda item.

Motion

Member Smith moved, and Member Moss seconded, to adopt the Consent Calendar. The motion carried unanimously.

School Spotlight—Salt Lake Arts Academy

Mr. Michael Clark introduced representatives from Salt Lake Arts Academy (SLARTS) noting their impressive retention rate and SCSB staff noticing a strong culture at the school.

Representatives from SLARTS discussed school culture, academics, arts, purchasing ukuleles from ISIP grant funds.

Students from SLARTS played “Tears from Molia,” “Mr. PC,” and “St. Louis Blues” on their ukuleles.

SCSB members discussed grade configuration differing from district and its effect on retention, and impressive academics with representatives from SLARTS.

A certificate was presented to SLARTS and a photo was taken with SCSB members.

December 12, 2019

Utah Military Academy – Possible action within SCSB Oversight Model or as per § U.C.A. 53G-5-501

Deficiencies listed in September's and November's NOCs.

Mr. Michael Clark discussed the timeline of Notice of Concerns, responses, and issues detailed in each letter and those issues that are still outstanding, receipt of allegations and follow-up, additional deficiencies, recommending Utah Military Academy (UMA) be placed on Probation for up to one year.

Representatives of UMA discussed being fastest growing military charter school in the country, invited SCSB members to visit campus, process for grade appeals, discontinuation of severance packages unless they receive board approval, discontinuation of having students participating in distance program, plans to amend charter in future, establishing procurement protocol and assigning supervisory analysis at each campus, sole source, commending SCSB staff, addressing issue of signing PARS on-time in the future, receiving training from UAPCS and making this training mandatory for all staff, Special Education funds being misused and that issue being with USBE's control, believing SCSB has modified formula for calculating unrestricted days of cash on hand, board approval for big ticket procurements, values and mission of school, and having placed executive director on administrative leave.

SCSB members questioned and discussed placing director on administrative leave, culture of careless processes among administration and plans for changing that, clarification for who is the acting director, clarification that staff had never changed the formula for calculating days cash on hand, process for receiving and responding to Probation status letters, effects Probation would have on bonding, enrollment numbers at each campus, misuse of Special Education funding, regular meetings for addressing deficiencies, noting plans to be more involved than recommended (but not in day-to-day operations).

Motion

Member Phillips moved, and Member Smith seconded, “to place Utah Military Academy on Warning with specific lists of deficiencies they need to address and an opportunity to come in and report to us on a regular basis about the progress that the school is making.” This motion was amended below.

Amendment to the Motion

member Phillips moved, and Member Smith seconded, “to include a short timeline and quick report back in January or February, per staff's recommendation, and include in this motion that staff and the Oversight committee approve these deficiencies.” Thus, the motion became “to place Utah Military Academy on Warning with specific lists of deficiencies they need to address and to include a short timeline and quick report back in January or February, per staff's recommendation, and include in this motion that staff and the Oversight committee approve these deficiencies.” The motion carried unanimously.

Discussion

Effect on bonding process, needing to talk with State Treasurer's office to receive clarification, issues and deficiencies being more appropriately reflected with Probation than Warning, and inviting members of UMA to attend forthcoming closed session was discussed.

Motion

Member Phillips moved, and Member Bowles seconded, “to enter Executive Session to discuss the character and competence of an individual. The motion carried unanimously with the following votes:

- Chair Elinkowski—Yes
- Vice Chair Tonks—Yes

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- Member Moss—Yes
- Member Phillips—Yes
- Member Bassett—Yes
- Member Smith—Yes

Closed Session

Motion

Member Bowles moved, and Vice Chair Tonks seconded, “to exit Closed Session.” This motion carried unanimously.

Athenian eAcademy—Possible action within SCSB Oversight Model or as per § U.C.A. 53G-5-501 or § U.C.A. 53G-5-502

Probation Update and VSIP Request

Vice Chair Tonks disclosed herself as a director of another statewide online charter school and the board agreed this was not a conflict of interest and asked her to stay.

The timeline of events that necessitated Athenian eAcademy (AeA) needing to present to the SCSB, AeA’s request to enter into VSIP, terms of Probation and status of these deficiencies, concerns about how entering VSIP may affect AeA’s participation in State Turnaround, student demographics, high number of special education students, not all AeA board members being present, clarification on how many board members the school has, upcoming trainings for the schools’ campuses, Open and Public Meetings Act (OPMA) requirements, evaluation of directors, closure plan, data from Data Warehouse, former AeA director participating in board motions, resignation of Mr. Throckmorton from the AeA board and assertion that he is not involved with the school in any capacity was discussed.

Motion

Member Phillips moved, and Member Moss seconded, “that we postpone any decision relating to the request form Athenian eAcademy on VSIP until March, at which time we also consider their probationary status.” This motion was amended below. This motion failed unanimously.

Amendment to the Motion

Member Moss moved to amend the motion, and Member Phillips accepted the amendment, “that the new board indicate their position on VSIP prior to our next board meeting. Not necessarily for action at that meeting, but for consideration in this ongoing discussion and process—or perhaps to appear in January.” This amendment failed unanimously.

Motion

Member Phillips moved, and Member Moss seconded, to “delay the decision about the request for VSIP from Athenian eAcademy until March, and we request that Athenian eAcademy’s currently constituted board come and report to us in January as to their position on VSIP and whether it’s still requested.” The motion carried unanimously.

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Motion

Member Phillips moved, and Member Bowles seconded, “to continue the probationary status of Athenian eAcademy until the deadline of March when it will need to be considered again by this board.” The motion carried unanimously.

Utah Mountain School—Action on Amendment Request

Location Change

Representatives of Utah Mountain School (UMS) introduced themselves and discussed seeking an amendment to “Exhibit A” to include communities of North Ogden and Pleasant View in addition to previously approved areas (only one facility would be built. This amendment just expands where they would be looking to build/lease).

How a change in location would affect targeted demographics, potential locations, and developers being hesitant to enter into contracts before knowing decision of the SCSB was discussed.

Motion

Member Bowles moved, and Member Moss seconded, “to support the amendment request of UMS.” The motion carried unanimously.

SCSB Logo

Executive Director Lambert introduced the three new logos proposals designed by BWP Communications.

Members discussed the options, leaned towards option 1 but asked for modifications on the beehive.

Legislative Committee Update and Plans for Upcoming Session

Dep. Super. Stallings noted that USBE members were receptive of the Charter School Task Force’s recommendations.

Mr. Royce Van Tassell (UAPCS) discussed meeting with legislators who asked for a representative from SCSB and USBE to get together and figure out which pieces are wanted, disagreement on the margins but an overwhelming amount of overlap, indecision on whether this will be a Senate or House bill, and noting that Senator McKay and Representative Moss were both on Charter School Task Force.

Legislative Committee discussed the Authorizer Director School Improvement Process (ADSIP), the addition of additional FTEs to place staff in the intervention stage with six additional staff members, an ISIP grant funding ask of \$200,000 and needing to approach the same individual to run the bill again.

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Adjourn

Motion

Vice Chair Tonks moved to adjourn. The motion carried unanimously.

MOUNTAIN HEIGHTS ACADEMY BOARD OF TRUSTEES MEETING

9067 S. 1300 W. #204; West Jordan, UT 84088

Friday, December 13, 2019



CALL TO ORDER

Jen Christensen called the board meeting to order at 9:42 AM.

There was not a quorum of the board present at time of call to order.

Board Members Present: Jen Christensen, David Wiley (teleconference), Royce Kimmons, Gwendolyn Smith

Board Members Excused: Kari Malkovich, Gavin Hutchinson

Others Present: DeLaina Tonks, Gabe Clark, Ken Jeppeson, Jennifer Klein

AUDIT PRESENTATION

Ken Jeppeson from Eide Bailly presented on the results of the audit and a clean audit was issued. The audit was independent, and the scope of the audit was reviewed.

Gwendolyn Smith arrived at 9:46 AM and the board formed a quorum.

The statement of financial position, statement of activities, statement of functional expenses, and statement of cash flows were presented along with updated standards. The new footnote required under new standards includes liquidity and availability and the other footnotes were read. No issues were reported on internal controls and the additional compliance testing this year.

Ken Jeppeson left at 9:59 AM.

CALL TO ORDER

Jen Christensen called the official board meeting to order at 10:00 AM.

Board Members Present: Jen Christensen, David Wiley (teleconference), Royce Kimmons, Gwendolyn Smith

Board Members Excused: Kari Malkovich, Gavin Hutchinson

Others Present: DeLaina Tonks, Gabe Clark, Jennifer Klein

CERTIFICATE PRESENTATION FROM AAE

Jennifer Klein was awarded a \$500 grant from the Association of American Educators. The grant will help fund a "Perception Project" to help bridge the gap between generations to help student's relate to parents and teachers and know that there are others who have gone through similar experiences.

The board took a brief recess for photos.

VOTING ITEMS

Charter Agreement and Exhibit A

The Charter Agreement and Exhibit A went through a SCSB committee and additional changes were recommended in addition to the requested amendment.

Royce Kimmons made a motion to approve the amended Charter Agreement and Exhibit A; Gwendolyn Smith seconded. Motion passed unanimously.

Genius SIS Invoice

The cost of this service has increased based on additional enrollment and provides a great platform for the school.

Gwendolyn Smith made a motion to approve the Genius SIS Invoice; David Wiley seconded. Motion passed unanimously.

CONSENT ITEMS

New Hires and October 11, 2019 Board Meeting Minutes

DeLaina Tonks reviewed the new student services hires and their responsibilities.

Gwendolyn Smith made a motion to approve the October 11, 2019 Board Meeting Minutes and Dayana Arellano and Joseph Segura as new hires; Royce Kimmons seconded. Motion passed unanimously.

PUBLIC COMMENT

No public comment.

The 2020-2021 Fee Schedule and amended Fee Waiver Policy were presented, along with updates from the previous fee schedule.

David Wiley was excused at 10:10 AM and the board no longer had a quorum.

REPORTS

Director Report

DeLaina Tonks provided an update on the current state of the school. The report covered student achievement, including a student Make a Wish, a STEM Team update, post-secondary plans for graduates, and enrollment.

Anticipated graduation was discussed, along with the interventions being used and the early graduates.

DeLaina Tonks provided a report on the goals in the strategic plan, including grade bands and a data review calendar. Student assessment data is under embargo, but the school is reviewing the data and will compare it to other data points. The number of students that opt-out of testing and the issues present for online schools were considered. The school is using a variety of channels to connect with families, including home visits. The school has been presenting on OER at a variety of conferences and trainings and updates in the field were announced. The school has met with Risk Management regarding coverage for board members.

PEFAM Results

The Performance Expectations for Adult Faculty Mastery (PEFAM) results were shown. The self-assessment variances and areas the areas of priority will be considered.

Math Competency Report

The math competency report, with all required components, was provided to the board and included future educational intent. The credits required for graduation and how math impacts student graduation was discussed.

Strategic Plan Report

The start, stop, and continue measures are satisfied and the board will move forward with the newly established strategic plan.

Finance Report

A PTIF transfer was completed and financial reports were provided to the board. Board members were reminded to reach out to accounting with any questions they may have so they can be knowledgeable on the budget.

DeLaina Tonks thanked the board for their diligence in tracking the budget and being engaged.

TRAINING

Governance v. Management

Gabe Clark provided a training on governance versus management and the board articulated their view on it and why the distinction matters. John Carpenter describes governance as about ensuring while management is about executing and finding a collaborative balance. The board reviewed scenarios that establish the board's role in different situations and discussed following established policies, reviewing and changing policies if needed, or creating new policies.

CALENDAR ITEMS

The next board meeting will be held on February 14, 2020 at 9:30 AM.

ADJOURN

Board meeting adjourned at 11:14 AM.

DRAFT