

## FOURTH AMENDMENT TO THE CHARTER AGREEMENT

This First Amendment to the Charter Agreement is entered into effective as of the 14<sup>th</sup> day of September, 2023 by and between the State Charter School Board (SCSB) and the Governing Board of St. George Academy, collectively referred to as the “Parties.”

### RECITALS

A. An Application by St. George Academy to create and operate a charter school was approved by the SCSB, and on or about July 14, 2016 the Parties entered into an agreement (the “Charter Agreement”), wherein St. George Academy was authorized by the SCSB to operate a public charter school in Utah, among other things.

B. The Parties now desire to amend the Charter Agreement as follows:

1. Page 13, St. George Academy is authorized to enroll students in grades 7-12, beginning in the 2024-2025 school year.

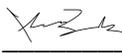
NOW THEREFORE, in consideration of the mutual covenants and representations set forth herein, and in reliance on the action taken by the SCSB and the Governing Board of St. George Academy, the parties hereby agree as follows:

1. Except as set forth in this Fourth Amendment, the Charter Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Fourth Amendment and the terms of the Charter Agreement, the terms of this Fourth Amendment shall prevail.
2. The Parties represent and warrant that this Fourth Amendment has been duly authorized by their governing boards and constitutes a legal, valid, and binding obligation.
3. This Fourth Amendment may be signed by the Parties in separate counterparts, each of which, when so executed and delivered, shall be deemed an original.

IN WITNESS WHEREOF, the Parties have caused this Fourth Amendment to the Charter Agreement to be duly executed and delivered by their respective authorized representative.

STATE CHARTER SCHOOL BOARD

ST. GEORGE ACADEMY

By:  \_\_\_\_\_

By:  \_\_\_\_\_  
Ankur Larola (Mar 4, 2024 16:28 MST)

Chair, State Charter School Board

Chair, School Board of Directors



## SECOND AMENDMENT TO THE CHARTER AGREEMENT

This Second Amendment to the Charter Agreement is entered into effective as of the 15 day of April, 2021 by and between the State Charter School Board (SCSB) and the Governing Board of St. George Academy collectively referred to as the “Parties.”

### RECITALS

A. An Application by St. George Academy to create and operate a charter school was approved by the SCSB, and on or about July 14, 2016 the Parties entered into an agreement (the “Charter Agreement”), wherein St. George Academy was authorized by the SCSB to operate a public charter school in Utah, among other things.

B. The Parties now desire to amend the Charter Agreement as follows:

1. St. George Academy was approved to amend their Exhibit A to change one of their goals so that on state accountability St. George Academy Charter School will be at or above the median of all public high schools within 15 miles of the school

NOW THEREFORE, in consideration of the mutual covenants and representations set forth herein, and in reliance on the action taken by the SCSB and the Governing Board of St. George Academy, the parties hereby agree as follows:

1. Except as set forth in this Second Amendment, the Charter Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Second Amendment and the terms of the Charter Agreement, the terms of this Second Amendment shall prevail.
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STATE CHARTER SCHOOL BOARD

ST. GEORGE ACADEMY

By: \_\_\_\_\_

By: \_\_\_\_\_

Chair, State Charter School Board

Chair, School Board of Directors

## 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 St. George Academy.
2. Applicant: A Charter Agreement is granted to St. George Academy, which applied on December 5, 2014.
3. Location: The Charter School shall be established in Washington City, located within Washington County School District, which location is material to its authorization.
4. Mission statement: The Charter School mission statement, as set forth in the application, is: "To provide our students with a strong academic foundation preparing them for a successful college experience and their future learning endeavors"
5. Purpose(s): The Charter School purpose(s) are consistent with U.C.A. §53A-1a-503 include:
  - (1) continue to improve student learning by being college preparatory;
  - (2) encourage the use of different and innovative teaching methods including seminar-style courses, experiential learning opportunities, inquiry based-learning, and cooperative learning methodologies;
  - (3) create new professional opportunities for educators that will allow them to actively participate in designing and implementing the learning program at the school by promoting different pedagogies in the classroom, and allowing educators to be engaged in the design of varied and dynamic teaching methodologies;
  - (4) increase choice of learning opportunities for students by offering a unique learning environment for the area;
  - (5) 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 by employing effective and data-proven pedagogical methodologies;
6. Key elements: The key elements of the Charter School, as set forth in the application, are programs and processes that make this school unique. They will be included in the State Charter School Board annual reviews as assurances or may be included in the School Accountability Measures (number 11).
  - Large enough student population to offer all programmatic elements listed in the approved application;
  - Classrooms will be an active learning environment where constructivist interactions and group discourse drive the learning process;

- Classrooms will model the university classroom in that it will, by its 5<sup>th</sup> year, have innovative and practical scientific apparatus, student spaces to allow for private study and group interactions, and green space;
- Faculty will employ effective and data-proven pedagogical methodologies;
- Program will utilize the Peak to Peak model and adopt elements of the program design;
- SGA will base the academic programs after the recommendations put forth primarily from American College Testing or The National High School Center;
- Will offer Advanced Placement courses;
- Minimum credits for graduation is 27.5;
- Academic advisors will provide to each student counseling focusing on college and university acceptance;
- Will not offer distance or online education, as defined in the application

7. Opening date: The opening year of the Charter School is SY2018.

8. Student population: The grade levels served and maximum authorized enrollment by grade band and school year is:  
 Grades served: 9-12

School Year	Enrollment by grade band				Total enrollment
	K	1 – 6	7 – 8	9 – 12	
SY2018	0	0	0	350	350
SY2019	0	0	0	450	450
SY2020	0	0	0	550	550

9. Governing board:

- a. Number of board members: 5 – 9 inclusive
- b. Selection and removal of board members: appointed by majority vote of current directors; removed by majority vote.
- c. Terms of Office: 3 year term, 3 term limit
- d. Meetings: Monthly

10. Waivers from Board Rule: The Charter School is explicitly waived from the following Administrative Rules: None.

11. St George Academy Charter School will be at or above the average median of our closest comparable schools on state accountability.  
 Our definition of comparable schools are public high schools within 15 miles of our area which include:

Desert Hills High School  
 Crimson Cliffs High School  
 Dixie High School  
 Pine View High School  
 Snow Canyon High School

Hurricane High School  
 Tuachan High School  
 Millcreek High School  
 Success Academy DSU

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).

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STATE CHARTER SCHOOL BOARD

ST. GEORGE ACADEMY

By: Dr. DeLaina Tonks 04/27/2021

By: 

Chair, State Charter School Board

Chair, School Board of Directors

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 Millcreek High School  
 Success Academy DSU

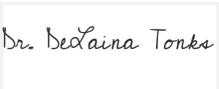
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**SIGNATURE CERTIFICATE**

TRANSACTION DETAILS	DOCUMENT DETAILS
<p><b>Reference Number</b> DFE71343-06EE-4F92-B776-C11CA8ABEE2E</p> <p><b>Transaction Type</b> Signature Request</p> <p><b>Sent At</b> 04/27/2021 10:30 EDT</p> <p><b>Executed At</b> 04/27/2021 12:48 EDT</p> <p><b>Identity Method</b> email</p> <p><b>Distribution Method</b> email</p> <p><b>Signed Checksum</b> 88eb192e3aa79d5acc990ffdf7ef1d2ae01e1632773e9b97209af9ed647fc234</p> <p><b>Signer Sequencing</b> Disabled</p> <p><b>Document Passcode</b> Disabled</p>	<p><b>Document Name</b> Amendment To Charter Agreement 1</p> <p><b>Filename</b> amendment_to_charter_agreement_1_.pdf</p> <p><b>Pages</b> 4 pages</p> <p><b>Content Type</b> application/pdf</p> <p><b>File Size</b> 1.28 MB</p> <p><b>Original Checksum</b> 502a9704d3cca7635497a6d15ff2e7f476257102d0149e1e9a207c525a05fa80</p>

**SIGNERS**

SIGNER	E-SIGNATURE	EVENTS
<p><b>Name</b> DeLaina Tonks</p> <p><b>Email</b> dtonks@mountainheightsacademy.org</p> <p><b>Components</b> 2</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> a1b4172f88590c548103ca24b653de341851fcf0218d5ff612cb1843a8105260</p> <p><b>IP Address</b> 204.113.112.202</p> <p><b>Device</b> Chrome via Windows</p> <p><b>Typed Signature</b> </p> <p><b>Signature Reference ID</b> 59883A8B</p>	<p><b>Viewed At</b> 04/27/2021 12:48 EDT</p> <p><b>Identity Authenticated At</b> 04/27/2021 12:48 EDT</p> <p><b>Signed At</b> 04/27/2021 12:48 EDT</p>

**AUDITS**

TIMESTAMP	AUDIT
04/27/2021 10:30 EDT	Whisper Rood (wrood@mountainheightsacademy.org) created document 'amendment_to_charter_agreement_1_.pdf' on Chrome via Windows from 204.113.112.202.
04/27/2021 10:30 EDT	DeLaina Tonks (dtonks@mountainheightsacademy.org) was emailed a link to sign.
04/27/2021 12:48 EDT	DeLaina Tonks (dtonks@mountainheightsacademy.org) viewed the document on Chrome via Windows from 204.113.112.202.
04/27/2021 12:48 EDT	DeLaina Tonks (dtonks@mountainheightsacademy.org) authenticated via email on Chrome via Windows from 204.113.112.202.
04/27/2021 12:48 EDT	DeLaina Tonks (dtonks@mountainheightsacademy.org) signed the document on Chrome via Windows from 204.113.112.202.

**State Charter School Board  
Action Summary**

1. Charter School: **St. George Academy**

2. Details of Request: **St. George Academy’s governing board seeks to reconfigure its grade range to include an eighth grade beginning in SY2018. This change will not require an increase to the total school enrollment, but reallocates the already approved total school enrollment.**

	<i>Grade K</i>	<i>Grades 1-6</i>	<i>Grades 7-8</i>	<i>Grades 9-12</i>	<i>Total</i>
<i>Current</i>	0	0	0	350	350
<i>SY18 Proposed</i>	0	0	100	250	350

3. State Charter School Board Action: **The SCSB voted to approve the request to amend the Charter Agreement to allow for an eighth grade with 100 students.**

4. Summary of State Charter School Board discussion pursuant to action: Background information was introduced to the SCSB. The SCSB then invited the school’s governing board chair and director to speak to the background. The school articulated the reasons for making this amendment request, namely the need to be aligned with the district’s grade bands. The SCSB reviewed with the governing board the current enrollment interest and marketing strategies of the school.

5. Background: St. George Academy was scheduled to open in the Washington School District SY17; authorized for 350 students. Due to difficulty enrolling students, the SCSB voted to postpone opening the school for one school year. St. George is asking to shift 100 of the authorized student count from the 9-12<sup>th</sup> grades and open an 8<sup>th</sup> grade. A full narrative of their reasoning is listed as an attachment to the amendment application.

Note: St. George Academy will undergo a Readiness to Open Review in the spring. Should the school still struggle with enrollment at this point, the SCSB could vote to close the school with plenty of time to avoid undue impact on enrolled students; having offered sufficient opportunity and support.

6. As St. George Academy is opening this next school year there is no school performance data.

7. The State Charter School Board, prior to action, reviewed the following documents.

	<b>Documents</b>	<b>Notes</b>
<input type="checkbox"/>	Financial Statements	
<input checked="" type="checkbox"/>	Enrollment Data	Discussed with Director Jones. School already has students from last year committed for next year.
<input type="checkbox"/>	Governing Board Meeting Minutes	
<input type="checkbox"/>	School Improvement Plan	
<input checked="" type="checkbox"/>	Charter Agreement and Bylaws	
<input type="checkbox"/>	Charter School Performance Standards	
<input type="checkbox"/>	Facility Contracts	
<input type="checkbox"/>	Accreditation Report	
<input type="checkbox"/>	Demographics	
<input type="checkbox"/>	Other:	

8. The complete application was submitted by the school to Superintendent Larry Bergeson of Washington School District on September 07, 2016.

No response received.     Response attached.

9.      SCSB voting:

<i>Member</i>	<i>Approve</i>	<i>Deny</i>	<i>Recused</i>	<i>Absent</i>
<i>Chair K. Elinkowski</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Vice Chair D. Tonks</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Member R. Enger</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Member D. Brockbank</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Member B. Davis</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Member M. Smith</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Member G. Haws</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## 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 14<sup>th</sup> day of July, 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 **St. George Academy** (the “Applicant(s)”), (together collectively, the “Parties”) to operate the **St. George 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 schools<sup>1</sup> 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 May 8, 2015; 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 purposes<sup>2</sup>; and

**WHEREAS**, the Charter School, through its Governing Board, may request technical assistance from the SCSB in any area, including curriculum matters and financial concerns<sup>3</sup>, however, in no event is the USBE”), or the SCSB responsible for any financial or

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<sup>1</sup> U.C.A. § 53A-1a-503.5 (1)(a).

<sup>2</sup> U.C.A. §53A-1a-501.6

<sup>3</sup> 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<sup>4</sup>. This Charter Agreement is a legally binding document<sup>5</sup> 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 rules<sup>6</sup>. 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.<sup>7</sup> Such new

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<sup>4</sup> U.C.A. §53A-1a-508

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

<sup>6</sup> U.C.A. §53A-1a-508 (2) (f)

<sup>7</sup> 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.<sup>8</sup>

- 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.<sup>9</sup> 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 Agreement<sup>10</sup>, the Charter School agrees to fully support SCSB’s oversight and monitoring responsibilities including responding to all timely requests for reports,<sup>11</sup> audits,<sup>12</sup> formal and informal investigations, formal and informal visits and inspections of books and records of the Charter School.<sup>13</sup> 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,<sup>14</sup> pursuant to its mission statement, set forth in Exhibit A.
- 2.2 Governance. The Charter School shall be governed by a Governing Board.<sup>15</sup> 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

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<sup>8</sup> 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”).

<sup>9</sup> U.C.A. §53A-1a-501.6 (1)(a) and (b)

<sup>10</sup> Id.

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

<sup>12</sup> U.C.A. §53A-1a-507 (4)(b)

<sup>13</sup> U.C.A. §53A-1a-507 (5)(b)(iii)

<sup>14</sup> U.C.A. §53A-1a-503.5(1)(c),

<sup>15</sup> 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.

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.<sup>16</sup>

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. §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.<sup>17</sup>

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 herein<sup>18</sup>;
  - 2) Establishing a unique school culture;<sup>19</sup>
  - 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;<sup>20</sup>
- 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;<sup>21</sup> 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.<sup>22</sup>
- 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

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<sup>16</sup> U.C.A. §53A-1a-507(5).

<sup>17</sup> U.C.A. §53A-1a-507 (4)

<sup>18</sup> U.C.A. §53A-1a-501.6 (2) (c) (ii)

<sup>19</sup> U.C.A. §53A-1a-503 (2)

<sup>20</sup> U.C.A. §53A-1a-501.6

<sup>21</sup> U.C.A. §53A-1a-507 (5) (b)

<sup>22</sup> 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.<sup>23</sup>

- 2.6 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.
- 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.<sup>24</sup>

### 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/Bonding<sup>25</sup>
- 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 judgments 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.

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<sup>23</sup> U.C.A. §53A-1a-507 (9)

<sup>24</sup> U.C.A. §53A-1a-508 (2) (f) (ii)

<sup>25</sup> 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.<sup>26</sup> 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?

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<sup>26</sup> U.C.A. §53A-1a-501.6 (1) (b)

- 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,<sup>27</sup> 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.
- 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.
  - 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.
  - 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.
  - 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:

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<sup>27</sup> U.C.A. §53A-1a-509 (5)

- 1) remove a Charter School director or financial officer, or their equivalent positions, and without consideration of the School's corporate formalities;<sup>28</sup>
- 2) remove a governing board member, without consideration of the School's corporate formalities;<sup>29</sup> 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.<sup>30</sup>

e. Termination of Charter. SCSB may terminate this Charter for those reasons provided in state law, USBE rule, or for material breach of this Agreement<sup>31</sup> 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.<sup>32</sup> 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.<sup>33</sup> 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.<sup>34</sup>

## 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

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<sup>28</sup> U.C.A. §53A-1a-509 (2) (a) (i)

<sup>29</sup> U.C.A. §53A-1a-509 (2) (a) (ii)

<sup>30</sup> U.C.A. §53A-1a-509 (2) (a) (iii)

<sup>31</sup> U.C.A. §53A-1a-510

<sup>32</sup> U.C.A. §53A-1a-510.5 (1)

<sup>33</sup> U.C.A. §53A-1a-510.5 (4) (c) (i)

<sup>34</sup> U.C.A. §53A-1a-509.5

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:

St. George Academy  
Attention: Director

To SCSB:

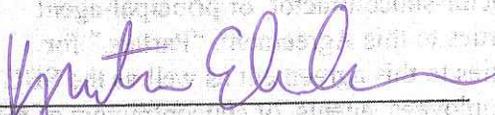
State Charter School Board  
Attention: Executive Director  
250 E. 500 S.  
PO Box 144200  
Salt lake City, Utah 84114-4200

- 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.

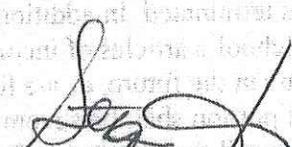
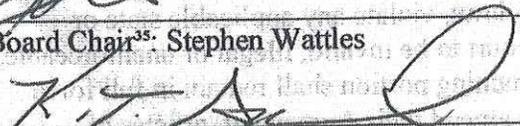
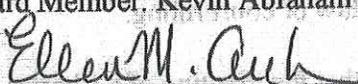
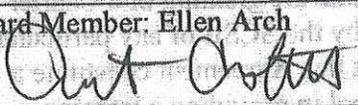
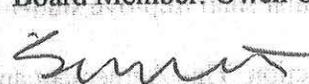
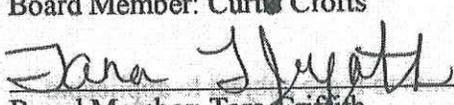


- 5.9 Waiver. No waiver of any breach of this Agreement shall be held as a waiver of any other or subsequent breach.
- 5.10 Governing Law. This Agreement shall be governed by, subject to and construed under the laws of the State of Utah. Jurisdiction shall be deemed appropriate in any State Court of 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: \_\_\_\_\_

**ST. GEORGE ACADEMY CHARTER SCHOOL**

 Board Chair <sup>35</sup> : Stephen Wattles	 Board Member: Stephanie Jerganin
 Board Member: Kevin Abraham	 Board Member: Eric Grob
 Board Member: Ellen Arch	 Board Member: Owen Olsen
 Board Member: Curt Crofts	 Board Member: Steven K. Hurst
 Board Member: Tara Griffith	

**EXHIBIT "A"**

<sup>35</sup> U.C.A. §53A-1a-508 (2) (j)



## 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 St. George Academy.
2. Applicant: A Charter Agreement is granted to St. George Academy, which applied on December 5, 2014.
3. Location: The Charter School shall be established in Washington City, located within Washington County School District, which location is material to its authorization.
4. Mission statement: The Charter School mission statement, as set forth in the application, is: "To provide our students with a strong academic foundation preparing them for a successful college experience and their future learning endeavors"
5. Purpose(s): The Charter School purpose(s) are consistent with U.C.A. §53A-1a-503 include:
  - (1) continue to improve student learning by being college preparatory;
  - (2) encourage the use of different and innovative teaching methods including seminar-style courses, experiential learning opportunities, inquiry based-learning, and cooperative learning methodologies;
  - (3) create new professional opportunities for educators that will allow them to actively participate in designing and implementing the learning program at the school by promoting different pedagogies in the classroom, and allowing educators to be engaged in the design of varied and dynamic teaching methodologies;
  - (4) increase choice of learning opportunities for students by offering a unique learning environment for the area;
  - (5) 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 by employing effective and data-proven pedagogical methodologies;
6. Key elements: The key elements of the Charter School, as set forth in the application, are programs and processes that make this school unique. They will be included in the State Charter School Board annual reviews as assurances or may be included in the School Accountability Measures (number 11).
  - Large enough student population to offer all programmatic elements listed in the approved application;
  - Classrooms will be an active learning environment where constructivist interactions and group discourse drive the learning process;

- Classrooms will model the university classroom in that it will, by its 5<sup>th</sup> year, have innovative and practical scientific apparatus, student spaces to allow for private study and group interactions, and green space;
- Faculty will employ effective and data-proven pedagogical methodologies;
- Program will utilize the Peak to Peak model and adopt elements of the program design;
- SGA will base the academic programs after the recommendations put forth primarily from American College Testing or The National High School Center;
- Will offer Advanced Placement courses;
- Minimum credits for graduation is 27.5;
- Academic advisors will provide to each student counseling focusing on college and university acceptance;
- Will not offer distance or online education, as defined in the application

7. Opening date: The opening year of the Charter School is SY2018.

8. Student population: The grade levels served and maximum authorized enrollment by grade band and school year is:

Grades served: 9-12

School Year	Enrollment by grade band				Total enrollment
	K	1 – 6	7 – 8	9 – 12	
SY2018	0	0	0	350	350
SY2019	0	0	0	450	450
SY2020	0	0	0	550	550

9. Governing board:

- a. Number of board members: 5 – 9 inclusive
- b. Selection and removal of board members: appointed by majority vote of current directors; removed by majority vote.
- c. Terms of Office: 3 year term, 3 term limit
- d. Meetings: Monthly

10. Waivers from Board Rule: The Charter School is explicitly waived from the following Administrative Rules: None.

11. School Achievement Measures: The Charter School agrees to the following school-specific measures and targets, which will be evaluated through the SCSB’s annual review.

*State Accountability*

Measure	Metric	Targets				Weighting
		Exceeds	Meets	Does Not Meet	Falls Far Below	
School Grade	The letter grade given to a school by the School Grading Accountability system	A	≥C	D	F	Equal
Federal Accountability	The overall score, used for Federal Accountability and reported on the PACE report card	≥410	≥345	≥255	<255	Equal

*School Accountability*

Measure	Metric	Targets				Weighting
		Exceeds	Meets	Does Not Meet	Falls Far Below	
Academic Preparation – ACT	Percentage of graduates scoring at least 20% above the national average on ACT exam	≥ 75%	≥70%	≥50%	< 50%	Equal
College Acceptance	Percentage of 12 <sup>th</sup> grade students who have been at the school for at least 3 FAY are accepted into a college/university	≥ 80%	≥70%	≥60%	< 60%	Equal

*Student Engagement*

Measure	Metric	Targets			
		Exceeds	Meets	Does Not Meet	Falls Far Below
Transfer Rate	Percentage of students who leave the school before year-end	$\leq 3\%$	$\leq 7\%$	15%	$> 15\%$
Retention Rate	Percentage of students enrolled at year-end who returned to a school within the LEA by Oct. 1 of the following year	$\geq 90\%$	80%	65%	$< 65\%$