

June 20, 2023

To: Board of Education

From: Kristina Kindl, Executive Director, Policy and Legal Services

Subject: Salt Lake Center for Science Education Charter and Lease Renewal

Attached is a charter renewal agreement (“Charter”) between the Salt Lake Center for Science Education (“SLCSE”) and the Board of Education of the Salt Lake City School District (“Board”). The Charter fully complies with the Utah Charter Schools Act and applicable Utah State Board of Education Rules. The lease and Charter are now on the same renewal cycle, and both agreements will be effective through the 2025-2026 school year.

To assist the Board in fulfilling its oversight responsibilities as the charter authorizer of SLCSE, Britnie Powell and her team are looking forward to presenting to the Board in the Fall. However, to ensure that there is no lapse in the chartering/lease documents, the district and SLCSE are requesting that the Board approve the Charter and lease at this time.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease" or "Lease Agreement") is made and entered into by and between the BOARD OF EDUCATION OF SALT LAKE CITY SCHOOL DISTRICT ("LANDLORD") whose principal place of business is at 440 East 100 South, Salt Lake City, Utah, 84111, and THE SALT LAKE CENTER FOR SCIENCE EDUCATION ("TENANT").

WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. LEASED PREMISES

- 1.1. LANDLORD does hereby lease and rent unto TENANT, and TENANT does hereby take in their current as-is condition the facility and the grounds of the former Northwest Middle School ("Leased Premises") with a street address of:

1400 West Goodwin Ave.
Salt Lake City, UT 84116

SECTION 2. TERM OF LEASE

- 2.1. The term of this Lease shall be for the period of three years and shall expire June 30, 2026.

SECTION 3. CONSIDERATION

- 3.1. TENANT shall be responsible for all utilities, routine maintenance and repairs, and graffiti or vandalism repairs.
- 3.2. TENANT may elect to request services for routine maintenance and repairs, grounds care and graffiti or vandalism repairs from the LANDLORD'S Facility Services Department as availability of personnel permits or contract with other vendors or contractors for routine maintenance and repairs, grounds care and graffiti or vandalism repairs.
- 3.3. TENANT shall be responsible for custodial services for the Leased Premises.
- 3.4. TENANT shall be responsible for all waste disposal services and costs.
- 3.5. TENANT shall be responsible for snow removal on public and private sidewalks and playground areas. LANDLORD shall be responsible for snow removal from the parking lots based on availability of LANDLORD personnel and snow removal equipment. Snow removal from the Leased Premises shall be performed after the LANDLORD has completed removal operations from LANDLORD's primary facilities, including but not limited to its non-charter schools, administrative offices, and other buildings.
- 3.6. TENANT shall be responsible for all telephone-related costs including charges for all calls and other services. At its sole expense, TENANT shall be permitted to remove, alter or replace the existing telephone system in any manner.

- 3.7. TENANT shall be responsible for the security of the facility. LANDLORD shall provide remote monitoring services for fire and intrusion through its contract with LANDLORD'S security monitoring vendor. TENANT will respond to all fire or security alarms reported by such vendor in a timely manner.
- 3.8. All outside doors shall be master keyed identically and two keys shall be provided to the TENANT. Replacement of outside keys and all inside door keys shall be the responsibility of the TENANT.
- 3.9. In consideration of granting this Lease Agreement the TENANT shall pay to the LANDLORD as follows:
 - 3.9.1. All utilities will be billed to the TENANT based on actual costs.
 - 3.9.2. All telephone and associated expenses incurred.
 - 3.9.3. All security and monitoring-related costs will be billed to the TENANT based on actual costs.
 - 3.9.4. Maintenance provided by the LANDLORD will be billed to the TENANT based on the LANDLORD'S actual labor costs plus actual material costs.
 - 3.9.5. Grounds care provided by the LANDLORD will be billed to the TENANT based on the LANDLORD'S actual labor cost plus actual material costs.
 - 3.9.6. Snow removal provided by the LANDLORD from the parking lots will be billed to the TENANT based on the LANDLORD'S actual labor costs plus actual material and machinery operating costs.
 - 3.9.7. Services provided by the LANDLORD for obtaining operating permits for the boiler, stage lift, pressure vessel and backflow prevention devices will be billed to the TENANT based on the LANDLORD'S actual labor costs to inspect, prepare or correct deficiencies plus actual material and permit costs.
 - 3.9.8. All vandalism or graffiti repairs provided by the LANDLORD will be billed to the TENANT based on the LANDLORD'S actual labor cost plus actual material costs.

SECTION 4. REPRESENTATIONS

- 4.1. LANDLORD represents that it is the lawful owner or lawful representative of the owners of the Leased Premises and that it has the right to lease the same as herein provided and does hereby guarantee quiet and peaceable enjoyment of the Leased Premises to TENANT. LANDLORD makes no other representations regarding the condition of the Leased Premises and does not warrant that they are fit for TENANT'S intended use.

SECTION 5. REPAIR AND MAINTENANCE

- 5.1. LANDLORD'S RESPONSIBILITY
LANDLORD shall determine and perform all repairs necessary to maintain the systems and structural integrity of the Leased Premises.

5.2. TENANT'S RESPONSIBILITY

TENANT shall be responsible for the telecommunication lines and equipment installed by TENANT. TENANT shall also be responsible for the repair and maintenance of the Leased Premises even if such maintenance is solely the result of normal wear and tear. TENANT shall repair or replace any damage to the Leased Premises or the Building, regardless of the cost to the extent caused by the negligence of TENANT, its agents, employees, guests or students.

SECTION 6. ALTERATIONS OF LEASED PREMISES BY TENANT

6.1. TENANT shall make no alterations to the Leased Premises, including structural, mechanical or electrical modifications. During the term of the Lease Agreement, if in the judgment of TENANT, it becomes necessary to make alterations to accommodate the business of TENANT, the TENANT will seek prior written approval from the LANDLORD. TENANT shall insure that any alteration made by the TENANT shall comply with local building codes and life safety requirements. Such alterations, if installed, shall be installed and paid for by the TENANT. Alterations that cannot be removed will remain as property of the LANDLORD without any compensation. Any damage caused by alterations will be returned to original condition.

SECTION 7. ALTERATIONS OF LEASED PREMISES BY LANDLORD

7.1. LANDLORD may make repairs, alterations, or improvement for the preservation, safety, or improvement of the Building or Leased Premises, provided that LANDLORD shall coordinate said work with TENANT so as not to disrupt TENANT'S use of the Leased Premises and that such repairs or alterations do not lessen the ability of the TENANT to use the Leased Premises for its intended use.

SECTION 8. TAXES AND INSURANCE

8.1. LANDLORD shall pay all real property taxes, personal property taxes, and all other taxes assessed against the Leased Premises. LANDLORD further agrees to keep the Leased Premises fully insured to protect the same from loss or damage by fire, malicious mischief at all times during the term of this Lease Agreement. The TENANT shall provide a certificate of liability insurance naming the LANDLORD as an additional insured for the amount of two million dollars. TENANT shall be responsible for all personal property it may locate in the Leased Premises. The LANDLORD shall be held harmless for any damage to TENANT'S personal property or its employees' personal property.

SECTION 9. USE OF PREMISES

9.1. TENANT shall use and occupy the Leased Premises for the term of the Lease Agreement. TENANT shall not at any time use or occupy or permit the Lease Premises to be used or occupied in any manner which would in any way violate in whole or in part the laws, orders, ordinances, rules, regulations, or requirements of any department of federal or state

governments. In addition, the TENANT is subject to the rules and regulations of the LANDLORD. TENANT may not sublet this property.

SECTION 10. TENANT'S PERSONAL PROPERTY

- 10.1. All personal property placed in or upon the Leased Premises by TENANT shall not become part of the Leased Premises and TENANT shall be privileged to remove the same at the termination or expiration of the Lease Agreement provided the personal property can be removed without damaging the Leased Premises.

SECTION 11. TERMINATION AND SURRENDER OF LEASED PREMISES

- 11.1. TENANT agrees to quit and surrender peaceable possession of the Leased Premises to LANDLORD when this Lease Agreement is terminated. Upon termination of this Lease Agreement TENANT shall deliver the Leased Premises to LANDLORD in good condition and broom clean, normal wear and tear excepted.
- 11.2. TENANT agrees that if TENANT ceases operation as a public charter school, authorized by the LANDLORD, this Lease Agreement will be automatically terminated, and TENANT will have 60 days to quit and surrender possession of the Leased Premises to LANDLORD.

SECTION 12. JUDICIAL INTERVENTION

- 12.1. In the event a court of competent jurisdiction, for any reason and at any time during the term of this Lease Agreement, shall prohibit TENANT from using the Leased Premises for the purpose for which it was leased, by temporary injunction or abolishment of program, TENANT shall have the option to (1) terminate this Lease Agreement without any further liability, costs and expense to TENANT or (2) to continue this Lease Agreement in force and effect for the full term.

SECTION 13. DEFAULT

- 13.1. A default under this Lease occurs when the LANDLORD or TENANT fails to comply with any term, provision, or covenant of this Lease and either such default is not cured within fifteen (15) days after written notice thereof if received by the defaulting party; or if such event of default is not reasonably curable within fifteen (15) days using due diligence, when the defaulting party shall fail to commence the pursuit of such cure within such fifteen (15) day period and continue to diligently pursue such cure to completion thereafter.

SECTION 14. REMEDIES

- 14.1. In the event the default is not cured, or such cure is not commenced and pursued, in accordance with Section 15 hereinabove, the non-defaulting party shall have the right, at its election, to terminate this Lease by delivering written notice to the defaulting party and/or pursue any or all available legal and equitable remedies against the defaulting party.

SECTION 15. COSTS AND ATTORNEY'S FEES

- 15.1. In case of default in carrying out the terms and conditions of this Lease, the party in default agrees to pay a reasonable attorney's fee and all costs of the other party in enforcing this Lease.

SECTION 16. MANNER OF GIVING NOTICE

- 16.1. Any notice to be given by either party to the other pursuant to the provisions of this Lease or of any law, present or future, shall be in writing and delivered personally to the party to whom notice is to be given, or by certified mail, return receipt requested, addressed to the party for whom it is intended at the address stated below or such other address as it may have designated in writing.

IF TO TENANT:
Britnie Powell
Salt Lake Center for
Science Education
1400 West Goodwin Ave
Salt Lake City, UT 84116

IF TO LANDLORD:
Alan Kearsley
Salt Lake City School District
440 East 100 South
Salt Lake City, UT 84111

SECTION 17. RULES AND REGULATIONS

- 17.1. It is expressly agreed and understood (1) that all applicable governmental laws and ordinances and all rules and regulations of the LANDLORD shall be complied with fully and strictly by the TENANT and (2) that the use of alcohol, tobacco or illegal drugs in any form will not be permitted on the facilities. The LANDLORD shall have the right to change such rules and regulations or to promulgate other rules and regulations in such a manner as may be reasonably deemed advisable for security, safety, care, or cleanliness of the Building, and for the preservation of good order, therein, all of which rules and regulations, changes and amendments will be forwarded to TENANT in writing. TENANT shall be responsible for compliance with such rules and regulations by the employees, agents and invitees of TENANT.

SECTION 18. GOVERNING LAW

18.1. This Lease shall be governed and construed in accordance with the laws of the State of Utah, without giving effect to the choice of law provisions hereof.

SECTION 19. GOVERNMENTAL IMMUNITY

19.1. Nothing in this Lease shall be construed to abrogate, diminish, or otherwise alter the rights and protections afforded the LANDLORD or TENANT as governmental entities under (1) the Utah Governmental Immunity Act, (2) other provisions of state law, federal law, or common law, and (3) case law interpreting said Act, statutory provisions, or common law.

SECTION 20. ENTIRE AGREEMENT

20.1. This Lease sets forth the entire agreement between the parties. Any prior conversations or writings are hereby superseded and extinguished. No subsequent amendment to this Lease shall be binding upon LANDLORD or TENANT, unless reduced to writing and signed by the party charged with such amendment. The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of any section or paragraph.

IN WITNESS WHEREOF, the parties hereto sign and cause this Lease to be executed.

TENANT
Salt Lake Center for Science
Education

LANDLORD
Board of Education of Salt Lake City School
District

Date: _____

Date: _____

CHARTER AGREEMENT
for
SALT LAKE CENTER FOR SCIENCE EDUCATION

Pursuant to Utah Code Ann. §53G-5-101 et seq., the Salt Lake City School District Board of Education, (“Board”), hereby authorizes a charter renewal for the operation of the Salt Lake Center for Science Education (“SLCSE” or “Charter School” or “School”), a public charter school.

A. RECITALS

WHEREAS, the State of Utah (“State”) enacted statutes permitting charter schools, codified as Utah Code Ann. §53G-5-101, *et seq.*, (“Act”) with the intent of serving the needs of free public education in both elementary and secondary schools; and

WHEREAS, duly authorized charter schools are deemed to be public schools¹ subject to the leadership, supervision, regulation, and oversight of the Utah State Board of Education (“USBE”), State Charter School Board, and this Board; and

WHEREAS, pursuant to Utah Code Ann. §53G-5-205, the Board 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 Utah Code Ann. §53G-5-205, which set forth the terms and conditions under which the Charter School is to operate; and

WHEREAS, the original application was approved pursuant to then-current State law by the Board on June 5, 2007, with a charter renewals subsequently being approved in 2018 and 2021.

WHEREAS, the Board and SLCSE (collectively referred to as “Parties”) now enter into this Charter Agreement (“Agreement”), and agree to be legally bound hereby, in order to renew the SLCSE’s charter for the 2023-2024³ through the 2025-2026 school years.

WHEREAS, the Parties agree 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 Board as provided herein for evaluative, accountability, and monitoring purposes²; and

WHEREAS, SLCSE, as a charter which is dependent on the Salt Lake City School District (hereafter “District”) and governed by the Board, may request assistance from the District or Board in any area to the same extent as any other District school, including curriculum matters and financial concerns.³

WHEREAS, the Parties recognize and agree that the Legislature may amend the Act or any other governing or applicable statute and the Board and/or District may promulgate policies and

¹ Utah Code Ann. § 53G-5-401(1)(a)

² Utah Code Ann. §53G-5-305(7)

³ Utah Code Ann. §53G-5-305

administrative procedures which shall be binding on the Parties as to matters agreed hereto and such amendments to statutes, policies, 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 Board, as an Authorizer under Utah Code Ann. §53G-5-205(1)(b) hereby renews SLCSE as a duly authorized charter school pursuant to the Act and this Charter Agreement.

1.2 Charter Agreement⁴

- a. This Charter Agreement is a legally binding document⁵ and consists of this signed Agreement, 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 Board policies, District administrative procedures, and USBE rules unless specifically waived pursuant to Utah Code Ann. §53G-5-405.
- b. 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; second, USBE rules; third, Board policies and District administrative procedures; and fourth, this Agreement including all exhibits and attachments.

1.3 Compliance with Laws, Regulations, and Rules

SLCSE shall comply with all applicable state and federal laws, regulations, and rules⁶.

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.

1.5 Maintain High Standards

The Board 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 terminating charters that fail to meet standards and targets set forth in law and this Agreement.

1.6 Monitoring and Oversight

⁴ Utah Code Ann. §53G-5-303

⁵ Utah Code Ann. §53G-5-401(1)(c)

⁶ Utah Code Ann. §53G-5-303(3)(g)

⁷ Utah Code Ann. §53G-5-202

To permit the Board as the Authorizer hereunder to fulfill its monitoring and oversight functions under the Act, and ensure that the School is in compliance with all applicable laws, regulations, rules, and the terms and conditions of this Agreement⁸, the Charter School agrees to fully support the Board's oversight and monitoring responsibilities including responding to all timely requests for reports, audits, formal and informal investigations, formal and informal visits and inspections of books and records of the Charter School.⁹

SECTION 2. OPERATION OF SCHOOL

2.1 Mission Statement

SLCSE's mission statement is set forth in Exhibit A.

2.2 Governance

As a District dependent charter school, SLCSE shall be governed by a Board.¹⁰ The Board shall have the authority 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 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 Board.

2.3 Compliance

The Board shall implement its 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.¹¹

2.4 Public Entity

As a public school under the Act, SLCSE is subject to and must abide by all laws, regulations, rules, and policies otherwise applicable to public schools.¹²

2.5 School Autonomy

- a. The Board will honor and preserve core autonomies crucial to SLCSE's success, including:
 - 1) Hiring and managing personnel, except as otherwise provided herein¹³;
 - 2) Establishing a unique school culture;
 - 3) Establishing instructional programming, professional development, design, and use of time; and
 - 4) Control of essential budgeting.

- b. The Board assumes responsibility for holding the Charter School administrator accountable for the School's performance as directed by law, rule, and Agreement;

⁸ Utah Code Ann. §53G-5-305(7)

⁹ Utah Code Ann. §53G-5-404(4), (5)

¹⁰ Utah Code Ann. §53G-5-303(f)

¹¹ Utah Code Ann. §53G-5-303(g)

¹² Utah Code Ann. §53G-5-404

¹³ Utah Code Ann. §53G-5-407

- c. The Board 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; and
- d. SLCSE shall submit any lease, lease-purchase agreement or other contract or agreement to the District's business office for review and approval prior to SLCSE entering into the lease, agreement, or contract.¹⁴ In doing so, SLCSE will ensure compliance with the District's contracting guidelines and all applicable administrative procedures.

2.6 Board and School Transparency

SLCSE agrees to have a website with the content requirements found in Utah Administrative Code R277-472-6 and R277-551-5. In addition, the State Charter School Board 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 Board meeting dates, agendas, and minutes; and reports created 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 administrator and appropriate District personnel shall work together to submit such reports as required by state and federal law, this Charter Agreement, and as may be requested by the Board.

SECTION 3. SCHOOL FINANCIAL MATTERS

3.1 Fiscal Year

SLCSE's fiscal year 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/Bonding¹⁵

- a. Pursuant to Utah Code Ann. §§63G-7-801 et seq. and Utah Admin. Code R37-4, the 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) Property insurance, if applicable;
 - 5) Health insurance for employees, as required by federal and state law; and

¹⁴ Utah Code Ann. §53G-5-404(9)

¹⁵ Utah Code Ann. §53G-5-404(8)

6) Comprehensive/collision consistent with cash values of vehicles if applicable.

- b. The provisions of sub-paragraph 3.2 a., above, shall not preclude SLCSE from obtaining liability insurance coverage in addition to or in excess of the requirements stated in this section.

3.3 Procurement

SLCSE is subject to the Utah Procurement Code to the same extent as all other public schools, and will follow all District procurement guidelines and applicable administrative procedures.

3.4 Budget Policies and Procedures

- a. SLCSE will comply with all the fiscal, budgeting, and accounting policies and procedures required by the USBE, Board, and District.
- b. The Charter School administrator is responsible for the preparation and submission of all financial and School reports required by the Board, District and USBE. The Charter School administrator shall work with the appropriate District personnel to fulfill these duties.

SECTION 4. CHARTER REVIEW

4.1 Reviews

In keeping with the requirements of Utah Code Ann. §§53G-5-305(7) and -406(2) the Board will perform at least an annual review (or more often if the need arises as determined by the Authorizer) and evaluation of the SLCSE's performance and hold the Charter School accountable for its performance. To facilitate the annual or any other review, SLCSE shall maintain the necessary records to provide the following:

- a. *Annual Performance Report.*¹⁶ In keeping with the purpose of the Act, the Board will produce for public distribution an annual report that provides clear, accurate, performance data for SLCSE according to the frameworks set forth by the Board, as well as reporting overall portfolio performance.
- b. *Documentation.* SLCSE 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 Board may request.

4.2 Review Process

The Charter School review process will be guided by the following core questions, and by the goals and measures found in Exhibit A:

- a. Is the School's academic quality successful as represented publicly and as described herein?
- b. Is the School's organizational structure, governance, and financial position viable and sustainable?
- c. Have there been any material misrepresentations made to the Board or the public?

¹⁶ Utah Code Ann. §53G-5-404(4)

- d. Is the School demonstrating good faith in following the terms of its Charter Agreement and all other applicable laws, regulations, and rules?

4.3 Noncompliance Intervention¹⁷

The Board will provide clear, adequate, evidence-based, and timely notice of law, rule, regulation, or Charter Agreement violations, or performance deficiencies and allow the SLCSE administration a reasonable time and opportunity for remediation in nonemergency situations. Where intervention is needed, the Board will engage in intervention strategies that preserve SLCSE's 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.

4.4 Termination of Charter

- a. The Board may terminate this Charter for those reasons provided in state law, USBE rule, or for material breach of this Agreement¹⁸ subject to the its right of appeal¹⁹.
- b. In addition, SLCSE's administration may petition the Board to voluntarily terminate this Agreement.²⁰ In the case of any termination whether it is voluntary, or initiated by Board 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 Board.²¹

SECTION 5. MISCELLANEOUS

5.1 Indemnity

The Charter School agrees to indemnify and hold harmless the USBE, State Charter School Board, Board, 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 Board and the Charter School administrator. Any such amendment must be made in writing and signed by the appropriate representatives of the Board. In the case of any proposed amendment, the Charter School administrator shall immediately submit in writing, to the Board, notice of any proposed changes to the Application, Agreement, or the representations or conditions contained in the original

¹⁷ Utah Code Ann. §53G-5-501

¹⁸ Utah Code Ann. §53G-5-503

¹⁹ Utah Code Ann. §53G-5-503

²⁰ Utah Code Ann. §53G-5-504(c)

²¹ Utah Code Ann. §53G-5-504(6)(a)

Application. The Board reserves the right to reject any proposed changes to this Agreement once 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:

Salt Lake Center for Science Education
Attention: Britnie Powell, Administrator
1400 West Goodwin Ave.
Salt Lake City, UT 84116

To Board:

Salt Lake City School District Board of Education
440 E. 100 S.
Salt Lake City, Utah 84111

5.5 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 that any portion of the Agreement violates 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 Parties are able to amend the Agreement, to comply with such applicable law or court ruling.

5.6 Non-Endorsement

This Agreement in no way constitutes a guarantee by the Board of the success of the Charter School in providing a learning environment that shall improve student achievement.

5.7 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.

5.8 Waiver

No waiver of any breach of this Agreement shall be held as a waiver of any other or subsequent breach.

5.9 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 attorney's fees.

5.10 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.

Dated this _____ day of _____, 2023

By: Britnie Powell
SLCSE, Administrator

By: Nate Salazar
Board President of the Salt Lake City School District Board of Education

By: Alan Kearsley
Business Administrator, Salt Lake City School District

Date of Board Approval: (copy of Board Meeting Minutes indicating approval to be subsequently attached.)

Exhibit A

1. Name of the charter school: **Salt Lake Center for Science Education**
2. Charter school applicant: **Britnie Powell, SLCSE Administrator/CAO**
3. Location: The charter school shall be established in **Salt Lake City**, located within the **Salt Lake City School District**, which is material to its authorization and renewal.
4. Dates of operation: SLCSE originally opened in the Fall of 2008.
5. Mission statement:

At SLCSE, we develop the character and skills necessary to "Change Reality."
We are courageous and persistent problem-solvers.
We take healthy risks.
We make mistakes and learn from our mistakes.
We care about the quality of our work.
We use professional language and kindness to develop communities.
We take care of our abundant resources and use them to serve our school community and beyond.
We use our curiosity, imagination, and adaptability to direct ourselves in our quest; as learners, critical thinkers, and ethical world citizens.
6. Purpose(s) of the charter school:
 - A. Provide a diverse group of students with an alternative to traditional schools.
 - B. Encourage the use of innovative teaching methods.
 - C. Create new professional opportunities for educators.
 - D. Establish new models that emphasize measurement with creative tools.
 - E. Provide opportunities for active parental involvement.
 - F. Provide students with a rigorous foundation in STEM.
7. Key elements of Charter School:
 - A. SLCSE, a lab school serving secondary students, works closely with the University of Utah to create a unique learning environment that enhances the experiences of students, teachers, pre-service teachers, educational researchers and scientists.
 - B. SLCSE is devoted to providing a diverse group of students with an alternative to traditional schools, promoting active engagement of learners, empowerment of teachers and staff, and connects with the greater community to create unique opportunities for learning.
 - C. SLCSE creates an environment in which the community of teachers, staff, families, and students feel ownership in the school.
 - D. SLCSE values diversity and understands the benefits of a heterogeneous mix of students that represent different cultures, ethnicities, socioeconomic statuses, and academic histories. Students have a chance to understand different points of view based on the varied backgrounds of our student body. SLCSE adheres to the belief that all students have value and can contribute to the exploration of open-ended problems.
 - E. Learning is not a passive activity at SLCSE; and it is expected that students must be actively engaged to maximize their learning.

- F. School wide expectations focused on four areas: Be a Healthy Risk Taker, Develop Community Relationships, Show Respect, and Be Safe.
 - G. SLCSE works to build community relationships based on collaboration, responsibility, kindness, respect, inclusivity, and encouragement.
 - H. Teachers are an integral part of the decision-making process at SLCSE. They are encouraged to not only participate in the conversation but to feel empowered to bring new ideas to the table.
 - I. SLCSE places a special emphasis on student engagement in open ended exploration, creating a culture of inquiry that permeates and utilizes all content areas in authentic ways, culminating in the development of integrated projects.
 - J. In addition to meeting all Board and Utah Core Curriculum requirements, all SLCSE students take a minimum of four years of science and four years of mathematics.
8. Grade levels and maximum enrollment: Students in grades 9-12 will be served, with a maximum enrollment of 450.
- A. Requests for SLCSE to change its enrollment and grade configuration from that set out in its initial application, application documents, and/or the Charter Agreement, must be submitted to the Board.
 - B. SLCSE is obligated to provide free and appropriate public education and related services to students with disabilities. SLCSE may not send students with disabilities back to resident districts because SLCSE lacks services, nor may SLCSE “counsel students” out of the school.
9. Students
- A. Admission
 - 1. All resident students of Utah qualify for admission.
 - 2. All eligible students who submit a timely application will be admitted, unless the number of applications exceeds the capacity of the specific grade level.
 - 3. If the number of applications exceeds the capacity of the specific grade level, then students shall be selected, by lottery, on a random basis except that the school will give preference to:
 - a. siblings of students already admitted to or attending the school; and
 - b. a student of a SLCSE staff.
 - 4. Failure to adhere to the requirements of random selection, under state and federal requirements for lottery selection, may be grounds for termination of this Charter.

| <i>Student Attendance, Transfers, and Retention: Performance Goals and Measures</i> | | |
|---|--|-------------------|
| Measure | Metric | Board Goal |
| Student attendance rate | Average attendance by enrolled students over the course of the school year | 90% or above |
| Student transfer rate | Number of students who exited during the year divided by number of students enrolled on the last day of school | 20% or below |

| | | |
|------------------------|---|--------------|
| Student retention rate | Number of non-graduated students enrolled at the end of the prior school year who continue to be enrolled on October 1 of the current year, divided by number of non- graduating student enrolled at the end of the prior school year | 75% or above |
| Student diversity | Review and adjustment of recruitment and marketing efforts to ensure a diverse student body that reflects the demographic of the Salt Lake School district | Yearly |

10. School Discipline

- A. SLCSE agrees to and shall comply with all state and federal laws and rules, Board policies, and District administrative procedures governing discipline, except as otherwise provided by law.
- B. SLCSE shall comply with state and federal laws and rules governing discipline of children with disabilities, including compliance with 20 U.S.C. Sec. 1400 et seq. and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Sec. 706(8).
- C. SLCSE shall comply with state and federal due process requirements both in notifying parents and students of conduct for which they may be suspended or expelled and in providing notice and hearing opportunities to students being recommended for exclusion from SLCSE. If SLCSE suspends a student with special needs, it shall continue to provide the student with continuing education services to the extent mandated by state and federal laws and rules.
- D. The Charter School administrator will be responsible for understanding the legal and Board requirements for disciplining all students, including students with disabilities.

11. Student Assessment

- A. At the beginning of every school year and prior to administering any state assessment, SLCSE will review the State Ethics Policy with all teachers, who have a role in administering state assessments, if any. If applicable, school test proctors will be responsible to read and sign the Standard Test Administration and Testing Ethics Policy for Utah Educators brochure and document. The signed document must be kept on file at the School.
- B. SLCSE will administer all District and state mandated tests in the grade levels required by law and USBE rule as a fundamental part of the overall assessment program for the School. Administration of each state assessment will follow all ethical testing procedures including a secure testing site as defined in Standard Test Administration and Testing Ethics Policy for Utah Educators.
- C. SLCSE will administer all required assessments in a secure and standardized manner and have a process in place to administer tests via the computer as required. All test administrations will follow the protocol for submission of school files, ordering and administration of the test in the testing windows for each assessment.

| <i>Assessment Performance Goals and Measures</i> | | |
|--|---------------|-------------------|
| Measure | Metric | Board Goal |

| | | |
|--|---|---------------|
| Science Research Skills | Percent of students undertaking a month-long science research project at the end of each academic year | 100% |
| Senior Capstone Project | Percent of seniors completing a senior project | 75% or higher |
| Reading Inventory Improvement | Students will achieve minimally one-year growth on the administered RI. | 85% or more |
| Rigorous Writing Across the Curriculum | Percent of students producing cross-curricular, argumentative or expository writing pieces. The pieces will require a revision component. | 90% |
| ACT | Percent of students scoring a 21 or higher on the ACT test | 30% or higher |

12. Extracurricular Activities

SLCSE provides various extracurricular activities; however, SLCSE high school students may be allowed to participate in extracurricular activities offered at traditional District high schools as long as their participation complies with the Utah High School Activities Association regulations.

13. Calendar

SLCSE follows the same academic calendar as other traditional District schools. The instructional calendar is submitted to the Board for approval.

14. Administrative rules waived (if applicable): None.

15. Records

- A. Subject to state and federal laws, the USBE, its agents, and the State Auditor’s Office shall have the right to examine and copy complete records, reports, documents, and files relating to the operation of the School, or any activity, program, or student of the School.
- B. The School is subject to the Government Records Access and Management Act (GRAMA).
- C. The School is subject to all the provisions of the federal Family Educational Rights and Privacy Act, U.S.C. 20 § 1232g, and Utah’s Student Privacy and Data Protection Act, Utah Code Ann. §53E-9-101 et seq. In the event the School closes, it shall transmit all official student records as prescribed by law or USBE rule.

16. School Governance

The Chief Administrative Officer will be the administrator of the school. The selection and supervision of a qualified Charter School administrator will be made in accordance with Board policies and District Administrative Procedures. The Charter School administrator will be responsible for the day-to-day management of the school. The Charter School administrator will be responsible to oversee financial expenditures, hold regular faculty meetings, supervise teachers and other staff, ensure school curriculum meets USBE requirements, implement Board decisions, and promote the school’s mission, philosophy, and goals. The Charter School administrator will also

assume all duties assigned by the Board and Superintendent of Schools, including those specifically outlined in the applicable job description. The Charter School administrator will hire necessary administrative staff as needed and in accordance with Board policies and District administrative procedures. All administrative staff members and teachers report to the Principal.

17. Personnel/Volunteers

All SLCSE employees will be hired and have their employment governed in accordance with all applicable USBE licensing requirements, state and federal laws and rules, Board policies, and District administrative procedures.

SLCSE agrees to conduct thorough background checks on all of its employees and volunteers who shall have significant unsupervised contact with students, consistent with state law, Board policy, and District administrative procedures. In addition, the Board or USBE may conduct criminal history checks on any School personnel when it is deemed necessary to protect the financial integrity of the School or the health and safety of students or employees.

18. Instruction

SLCSE shall at all times be operated in accordance with state and federal law, and USBE rules. SLCSE shall employ the use of the Utah Core Curriculum as the foundation for the instructional program for the School and shall insure that its program of instruction has adequate equipment and materials available, and conditions are adequate to provide for the economical operation of the School with an adequate learning environment.

| <i>Instruction: Performance Goals and Measures</i> | | |
|--|---|---------------------------|
| Measure | Metric | Board Goal |
| Teacher retention rate | Number of teachers employed at the end of the prior school year who continue to be employed on October 1 for the current year, divided by the number of teachers employed at the end of the prior school year | 80% or higher |
| Student evaluation of teachers | Average student rating of teacher performance behaviors in a January survey of all students. | Above 3 on a 1 to 5 scale |
| Professional development time | Hours of high-quality professional development per year per teacher focused on innovative teaching methods | 20 hours or more |
| Teaming | Hours of collaboration between teachers or groups of teachers solely for the purpose of planning and implementing curriculum that spans content | 20 hours or more |

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|---|---|---|
| Peer observation and coaching | Sessions of peer observations and debriefing and feedback related to content-based instruction strategies and other professional development priorities, per teacher per year | At least 10 sessions for teachers in their first three years at SLCSE |
| Charter School administrator observation and feedback | Sessions of observation and related feedback and coaching provided by the Charter School administrator, focused on content-based instruction strategies and other professional development priorities, per teacher per year | 3 or more |

19. Fidelity to Charter:

| <i>Fidelity to Charter: Performance Goals and Measures</i> | | |
|--|---|--------------------------------|
| Measure | Metric | Goal |
| Small school size | Total student population | 450 or fewer |
| Science | Percent of high school students taking 4 years of science | 100% |
| Math | Percent of high school students taking 4 years of Math | 100% |
| Diversity in Advanced Classes | Percent of minority and low-income students taking at least one Advanced course during High School | 70% or higher |
| Supportive school climate | Average score in school climate survey administered to all students in late winter or early spring | 3.5 or above on a 1 to 5 scale |
| Counseling support | Ratio of counselors or social workers to students | 1 or more to 350 |
| Academic support | Hours of structured training in time management and college readiness activities per grades 9 th , 10 th , 11 th and 12 th grader | 19 or more |
| Academic Success rate | Percent of graduates earning a SLCSE High School Diploma on time | 95% or higher |
| Post SLCSE planning | Percent of Seniors with a detailed plan of action following graduation (college, work, internship) | 95% or higher |

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| Parental involvement | Average number of events each school year to encourage parental involvement (, College Info nights, grade specific meetings, field trip volunteers, School Community Council) | 10 or more |
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