

This page is an internal Salt Lake City School District form and is not part of the agreement.

Date: June 21, 2023

2023-2026 Charter School Agreement

(Document)

SLCSE

(Contractor)

By signing this document, I attest that I have thoroughly read the attached contract/agreement/memorandum of understanding, and that to the best of my knowledge it accurately reflects:

1. The exact services that the parties have agreed will be provided;
2. The amount of money to be paid for such services;
3. The length of time the parties intend to contract for;
4. The obligations that the district is willing to undertake pursuant to this contract; and/or
5. The expectations of each party.
6. If appropriate, I have consulted with the SCC about the long term implications involved in this contract.
7. **I have or will follow all applicable district procurement policies before any services are rendered under this contract.**

Signed by: \_\_\_\_\_  
 (Printed Name) (Signature Principal/Administrator) Date Signed

Signed by: \_\_\_\_\_  
 (Printed Name) (Signature Area Director (if applicable)) Date Signed

Signed by: \_\_\_\_\_  
 (Printed Name) (Signature Director of Purchasing) Date Signed

**\*\*Please return to the Business Administration Office with the document\*\***

DocuSigned by:  
  
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Approved – District Legal Counsel: \_\_\_\_\_

Date: 6/22/2023

There are confidential clauses in this document that may affect the disclosure of this document:



**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 schools<sup>1</sup> 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 2023-2024 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 purposes<sup>2</sup>; 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.<sup>3</sup>

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

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<sup>1</sup> Utah Code Ann. § 53G-5-401(1)(a)

<sup>2</sup> Utah Code Ann. §53G-5-305(7)

<sup>3</sup> 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 Agreement<sup>4</sup>

- a. This Charter Agreement is a legally binding document<sup>5</sup> 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 rules<sup>6</sup>.

### 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 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

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<sup>4</sup> Utah Code Ann. §53G-5-303

<sup>5</sup> Utah Code Ann. §53G-5-401(1)(c)

<sup>6</sup> Utah Code Ann. §53G-5-303(3)(g)

<sup>7</sup> 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 Agreement<sup>8</sup>, 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.<sup>9</sup>

## 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.<sup>10</sup> 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.<sup>11</sup>

### 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.<sup>12</sup>

### 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 herein<sup>13</sup>;
  - 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;

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<sup>8</sup> Utah Code Ann. §53G-5-305(7)

<sup>9</sup> Utah Code Ann. §53G-5-404(4), (5)

<sup>10</sup> Utah Code Ann. §53G-5-303(f)

<sup>11</sup> Utah Code Ann. §53G-5-303(g)

<sup>12</sup> Utah Code Ann. §53G-5-404

<sup>13</sup> 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.<sup>14</sup> 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/Bonding<sup>15</sup>

- 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

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<sup>14</sup> Utah Code Ann. §53G-5-404(9)

<sup>15</sup> 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.*<sup>16</sup> 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?

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<sup>16</sup> 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 Intervention<sup>17</sup>

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 Agreement<sup>18</sup> subject to the its right of appeal<sup>19</sup>.
- b. In addition, SLCSE's administration may petition the Board to voluntarily terminate this Agreement.<sup>20</sup> 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.<sup>21</sup>

## 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

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<sup>17</sup> Utah Code Ann. §53G-5-501

<sup>18</sup> Utah Code Ann. §53G-5-503

<sup>19</sup> Utah Code Ann. §53G-5-503

<sup>20</sup> Utah Code Ann. §53G-5-504(c)

<sup>21</sup> 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

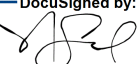
This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes hereof, a facsimile copy of this Agreement, including the signature pages hereto, shall be deemed to be an original.

Dated this 22 day of June, 2023

DocuSigned by:  
  
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By: Britnie Powell  
SLCSE, Administrator

DocuSigned by:  
  
ABC15EA3898642A... 6/29/2023

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

DocuSigned by:  
  
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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>		
<b>Measure</b>	<b>Metric</b>	<b>Board Goal</b>
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>		
<b>Measure</b>	<b>Metric</b>	<b>Board Goal</b>

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>		
<b>Measure</b>	<b>Metric</b>	<b>Board Goal</b>
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

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>		
<b>Measure</b>	<b>Metric</b>	<b>Goal</b>
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 <sup>th</sup> , 10 <sup>th</sup> , 11 <sup>th</sup> and 12 <sup>th</sup> 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

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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