

## 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 8th day of June 2017 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 Advantage Arts Academy (the “Applicant(s)”), (together collectively, the “Parties”) to operate the Advantage Arts 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 February 10, 2017; 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<sup>3</sup>), 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 documents 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 judgements established by statute and rule. Such coverage shall include but not be limited to:
- 1) General liability;
  - 2) Employee dishonesty bond;
  - 3) Workers’ compensation, as specified by federal law;
  - 4) Comprehensive/collision consistent with cash values of vehicles if applicable;
  - 5) Liability insurance specific to the School’s Governing Board’s financial officer or treasurer or business administrator consistent with coverage designated in USBE rule.
- b. SCSB shall be named as an additional insured under any and all general liability insurance policies required by this section.

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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.

- a. Notice of Concern. Staff may issue a “Notice of Concern” addressed to the Governing Board outlining areas of concern.
- b. Letter of Warning. SCSB may direct staff to issue a “Letter of Warning” addressed to the Governing Board identifying deficiencies and providing a timeline by which the deficiencies shall be remedied. The terms of the letter and the consequences associated with the warning will be those found in the letter. In addition, the SCSB may provide focused support to the Charter School, including assigning a mentor and on-site monitoring.
- c. Probation. SCSB may direct staff, before termination of this Charter Agreement for a material breach thereof, to place a School on “Probation” for such period of time, up to one year, or such other time period as may be appropriate or established by rule, necessary for the School to be able to establish its ability to comply with all of the terms and conditions of this Agreement and all controlling laws, regulations and rules. The SCSB will provide notice of such probation and the terms of that probation in a letter provided to the Governing Board. In addition, the SCSB may provide focused support to the Charter School, including assigning a coach, providing professional development, and analysis of monthly written updates provided by the Charter School governing board and key administrators.
- d. Additional Actions. In addition to a Notice of Concern, Letter of Warning or Probation, and where the Charter School has not remedied deficiencies within the timeframes established by the SCSB, the SCSB may pursuant to U.C.A. §53A-1a-509:
  - 1) remove a Charter School director or financial officer, or their equivalent positions, and without consideration of the School’s corporate formalities;<sup>28</sup>

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<sup>27</sup> U.C.A. §53A-1a-509 (5)

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

- 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 changes to this Agreement once the Application has been approved and this Agreement has been signed.

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<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



- 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:

Advantage Arts Academy  
Attention: Governing Board



To SCSB:

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

- 5.5 Status of Parties to Charter. This Charter is not intended to create and shall not be interpreted to create employer-employee, contractor-subcontractor, or principal-agent relationships between or among any party or parties to this Agreement. “Parties,” for purposes of this paragraph only, include the parties to this agreement as well as the SBE and the local board of education. No officers, employees, agents, or subcontractors of the Charter School shall be considered officers, employees, agents, or subcontractors of the local board of education, and nothing herein shall entitle any individual with any property right or interest.
- 5.6 Severability. If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless the Charter is terminated. In addition, to the extent any portion of the Agreement, or the Charter School’s articles of incorporation or bylaws, violate any applicable state or federal law in the future, or are found by any court to be invalid, illegal or unenforceable, then such portion shall be severed, and the remaining portion shall remain in full force and effect until the Governing Board is able to amend their Agreement, articles of incorporation, or bylaws to comply with such applicable law or court ruling.
- 5.7 Non-Endorsement. The Governing Board acknowledges that the granting of a Charter Agreement in no way represents or implies endorsement by the SCSB of any particular method used by the Charter School or its agents; nor does this Agreement constitute a guarantee by the SCSB of the success of the Charter School in providing a learning environment that shall improve student achievement.
- 5.8 Legislative Action. This Agreement and any amendments to it are subject to applicable state and federal laws, and shall be deemed amended to reflect applicable changes to

those laws. Upon repeal of the statutes authorizing charter schools, this Charter Agreement is null and void.

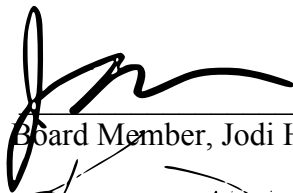
- 5.9 Waiver. No waiver of any breach of this Agreement shall be held as a waiver of any other or subsequent breach.
- 5.10 Governing Law. This Agreement shall be governed by, subject to and construed under the laws of the State of Utah. Jurisdiction shall be deemed appropriate in any State Court of competent jurisdiction in the State of Utah. Should any action be brought to enforce any provision of this Agreement the substantially prevailing party shall be entitled to an award of its costs and attorneys fees.
- 5.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes hereof, a facsimile copy of this Agreement, including the signature pages hereto, shall be deemed to be an original.

**STATE CHARTER SCHOOL BOARD**

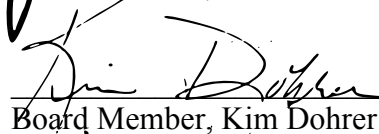


By: Kristin Elinkowski  
Title: Board Chair

**ADVANTAGE ARTS ACADEMY CHARTER SCHOOL**



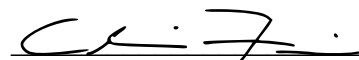
Board Member, Jodi Hart Wilson



Board Member, Kim Dohrer



Board Member, Doug James



Board Member, Christopher Finley

  
Board Chair: Treton Muller

Date of Board resolution (copy of Resolution attached):  
- June 19, 2017 AAA Board Meeting Minutes

Exhibit A

1. Name of the charter school: **Advantage Arts Academy**
2. Charter school applicant: **Advantage Arts Academy**
3. Location: The charter school shall be established in Herriman, Utah located within Jordan School District, which location is material to its authorization.
4. Mission statement: **The mission of Advantage Arts Academy, in alignment with the Beverley Taylor Sorenson Arts Learning Program, is to effectively increase our students' performance in every subject, as well as improve students' core academic capacity, emotional well-being, arts awareness, and social skills.**
5. Purpose(s) of the charter school:
  - (1) To continue to improve student learning by providing instruction that is enhanced by the arts, by fidelity to the Beverley Taylor Sorenson Arts Learning Program ("BTSALP"), and by ongoing exposure to the four art disciplines within the program (visual arts, dance, drama and music).
  - (2) To encourage the use of different and innovative teaching methods by incorporating the four components of the Beverley Taylor Sorenson Arts Learning Program into the Charter School's mission. These components include:
    - (i) arts integration with the core curriculum;
    - (ii) collaborative planning time with Arts Integration Specialists and classroom teachers;
    - (iii) time for side-by-side teaching; and
    - (iv) professional development provided by professional development partners. Advantage Arts Academy will be the only school in Utah that has the BTSALP model as its focus and not as a supplemental add-on program.
  - (3) To increase choice of learning opportunities for students by providing arts-integrated instruction that is aligned to the Utah Core Standards.
6. Key elements of the charter school:
  - a. Implement the BTSALP model with fidelity
  - b. Incorporate the following four components of the BTSALP model into the school design:
    - i. arts integration with the core curriculum;
    - ii. collaborative planning time with an Arts Integration Specialist and classroom teacher;
    - iii. time for the classroom teacher and the arts specialist to engage in side-by-side teaching; and
    - iv. professional development provided by professional development partners
  - c. Provide ongoing exposure to the four art disciplines within the BTSALP model, namely: visual arts, dance, drama and music.

- d. Teachers at the school will develop arts integration plans in conjunction with the Arts Integration Specialists.
- e. The school will select and conduct an annual review of research-based curriculum for student outcome effectiveness. Appropriate changes in curriculum will be based on student data and teacher input.
- f. Establish professional development partnerships to meet the mission of Advantage Arts Academy.
- g. Maintain a large enough student population to offer all programmatic elements listed in the approved application.
- h. Will not offer distance or online education, as defined by the Utah State School Board.

7. School year will start: **2018-2019**

8. Grade levels and maximum enrollment:

Operational Year	Grades	Total Enrollment
1 2018-2019	K-6	728
2 2019-2020	K-6	784
3 and beyond	K-6	784

9. Structure of governing board:

- a. Number of board members: **5 to 7**
- b. Appointment of board members: **Elected by majority vote of current directors. Removed by two-thirds majority vote of current directors.**
- c. Board members' terms of office: **Initial directors' terms staggered to provide board continuity. Subsequent term for appointed director is three (3) years. Board members cannot serve more than four (4) consecutive terms.**
- d. Meetings: **Regular board meetings, not less than six (6) per year.**

10. Administrative rules waived (if applicable): The Charter School is not seeking a waiver from Administrative Rules.

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

Measure	Metric	Targets			
		Exceeds	Meets	Does Not Meet	Falls Far Below
Student Performance in Language Arts	Student performance will increase from baseline data established in year one on an assessment in language arts other than state-mandated assessments.	≥3%	≥1%	<1%	No growth
Student Performance in Math	Student performance will increase from baseline data established in year one on an assessment in math other than state-mandated assessments.	≥3%	≥1%	<1%	No growth
Arts Integration Lesson Development and Implementation	Increase of arts integration new lesson plan implementation after baseline year one.	≥5%	≥3%	<3%	≤1%

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).

**Advantage Arts Academy  
Board of Directors Annual Meeting  
Monday, June 19, 2017**



**Location:** 290 N. Flint Street, Kaysville, UT 84037

**In Attendance:** Chris Finley, Jodi Hart Wilson, Doug James, Kim Dohrer

**Excused:** Treion Muller

**Others in Attendance:** Brandon Fairbanks, Cole Arnold, Kara Finley, Jordan Arnold

*The mission of Advantage Arts Academy, in alignment with the Beverley Taylor Sorenson Arts Learning Program, is to effectively increase our students' performance in every subject, as well as improve students' core academic capacity, emotional well-being, arts awareness, and social skills.*

## **MINUTES**

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**12:17 PM – CALL TO ORDER by Jodi Hart Wilson**

### **CONSENT ITEMS**

- Chris Finley made a motion to approve the April 17, 2017 Board Meeting Minutes; Kim Dohrer seconded. Motion passed unanimously.
- Chris Finley made a motion to approve the May 8, 2017 Board Meeting Minutes; Kim Dohrer seconded. Motion passed unanimously.

### **PUBLIC COMMENT**

- No public comment.

### **TRAINING**

- **Open Meetings Act Training**  
The Board reviewed the Utah Open Meetings Act presentation, including how motions are made, what constitutes a meeting, how meetings are held and publicly noticed, communication, and the purposes for which closed sessions may be held. All voting and action must take place in an open session and required records are maintained.

### **DISCUSSION ITEMS**

- **Marketing**  
An update was provided on the status the schools marketing plans, including the logo suite being built out, the brand identity manual being created, the marketing plan established, and the full website development underway based on the website mapping. The splash page for the website is up and social media sites have been created.

- **Pre-Opening Checklist Update**  
The checklists issued by the state and to help with startup were reviewed. The trainings the Board will need to attend starting in August are still pending. The Board will be meeting again with the SCSB office in July.
- **Board Policy Manual**  
The draft Board Policy Manual was examined by the Board and each member will take policies associated with their role on the Board to review closely, revise, and present at the upcoming Board Meeting.

## VOTING ITEMS

- **2017-2018 Budget**  
Cole Arnold reviewed the proposed budget, including the sources of revenue and anticipated expenses for next year. The budget follows the grant and loan applications. *Chris Finley made a motion to approve the 2017-2018 Budget; Doug James seconded. Motion passed unanimously.*
- **Board Member Terms and Elected Officers**  
The Board reviewed the initial terms and discussed current officers. *Jodi Hart Wilson made a motion to approve Doug James as the Charter School Board Building Officer and ratify the Board Member Terms and Elected Officers as currently constituted; Chris Finley seconded. Motion passed unanimously.*  
*Jodi Hart Wilson made a motion for Kim Dohrer to be on the Hiring and Director Evaluation Committee; Chris Finley seconded. Motion passed unanimously.*
- **Audit Committee**  
The school is required to form an audit committee composed of non-employees based on legislation. The threshold to do a procedural audit was discussed along with engaging an auditor next year. *Kim Dohrer made a motion to approve the Board Chair and Financial Coordinator to serve on the Audit and Finance Committee; Jodi Hart Wilson seconded. Motion passed unanimously.*
- **IRS Form 1023 Charitable Organization Application Signer**  
The Board is completing the charitable organization form to become a non-profit. *Jodi Hart Wilson made a motion to approve the IRS Form 1023 Charitable Organization Application and authorize Chris Finley to sign the application; Kim Dohrer seconded. Motion passed unanimously.*
- **Charter Agreement Exhibit A**  
The State Charter School Board approved the Charter Agreement and Exhibit A in June. The SCSB will be signing the document and then returning it to the AAA Board to sign. *Chris Finley made a motion to approve the Charter Agreement and Exhibit A; Jodi Hart Wilson seconded. Motion passed unanimously.*
- **Data Confidentiality Addendum**  
The Data Confidentiality Addendum will need to be signed by vendors and in combination with any agreements where the party will receive personally identifiable student data. *Kim Dohrer made a motion to approve the Data Confidentiality Addendum and its*



*execution with all vendors receiving personally identifiable data; Chris Finley seconded. Motion passed unanimously.*

- **Procurement Policy and Purchasing & Disbursement Policy**

The procurement policy outlines the process the school will follow in connection with procuring services, supplies, and equipment. The Purchasing and Disbursement Policy provides a framework for approving purchases and disbursements. The purchasing limits for a start-up year were discussed.

*Kim Dohrer made a motion to approve the Procurement Policy and the Purchasing and Disbursement Policy; Jodi Hart Wilson seconded. Motion passed unanimously.*

- **Website Agreement Signer**

As the website is developed an agreement will be signed outlining the ownership of content and terms and the Board will need someone to review and sign the agreement. *Jodi Hart Wilson made a motion to approve the Website Agreement and authorize Doug James as the signer; Chris Finley seconded. Motion passed unanimously, Kim Dohrer was ABSENT.*

## **CALENDARING**

- **Next Board Meeting**

Monday, August 7, 2017 at 12:00 PM.

- **Annual Board Meeting Calendar**

Meetings will tentatively be held the first Monday every other month at 12 PM.

## **ADJOURN**

- *Kim Dohrer made a motion to adjourn the Board Meeting; Jodi Hart Wilson seconded. Motion passed unanimously.*

Board Meeting adjourned at 1:10 PM.