

## FIFTH AMENDMENT TO THE CHARTER AGREEMENT

This Fifth Amendment to the Charter Agreement is entered into effective as of the 24th day of January, 2024 by and between the State Charter School Board (SCSB) and the Governing Board of Lincoln Academy, collectively referred to as the “Parties.”

### RECITALS

A. An Application by Lincoln Academy to create and operate a charter school was approved by the SCSB on or about January 2005, the Parties entered into an agreement (the “Charter Agreement”), wherein Lincoln Academy was authorized by the SCSB to operate a public charter school in Utah, among other things.

B. The charter application was fully incorporated into the Charter Agreement.

C. The Parties now desire to amend the Charter Agreement by revising portions of the Application as follows:

1. Articulation agreement between Utah County Academy of Sciences (UCAS) and Lincoln Academy, granting an enrollment preference to Lincoln Academy students applying to UCAS.

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

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

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

STATE CHARTER SCHOOL BOARD

LINCOLN ACADEMY

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

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

Chair, State Charter School Board

Chair, School Board of Directors

## Amendment to Charter Agreement

**Lincoln Academy**, a Utah nonprofit corporation (the "School") and the **Utah State Charter School Board** ("SCSB") (also referred to as the "Parties") hereby enter into this Amendment to Charter Agreement ("Amendment") dated the 21<sup>st</sup> day of September, 2017.

### *Recitals*

**Whereas**, the parties entered into a contract, on or about **September 10, 2009**, (the "Charter Agreement") wherein the School was authorized by the SCSB to, among other things, operate a public charter school in Utah in accordance with the Utah Charter School Act, the Rules of the State Board of Education (the "Board"), and the Charter Agreement.

**Whereas**, the School applied for an amendment of the Charter Agreement to change the maximum enrollment;

**Whereas**, the application for amendment was granted by the SCSB on August 11, 2017;

**Whereas**, the application for increases enrollment was approved by the Board on September 8, 2017;


**NOW THEREFORE** in consideration of the mutual covenants, representations, warranties, provisions, and agreements contained herein, and in reliance on the action taken by the SCSB and Board the parties agree as follows:

1. The School's maximum enrollment beginning **SY19** will be **910** students in grades **K-9** as outlined in the expansion application.
2. With this Amendment all other provisions of the Charter Agreement are restated and remain in full effect, except for those matters addressed by this amendment.
3. The Parties represent and warrant that this Amendment has been duly authorized by their governing boards and executed, and this constitutes a legal, valid, and binding obligation.
4. In case any provision in or obligation under this Amendment shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions or obligations in this Amendment, or in the Charter Agreement, shall not in any way be affected or impaired thereby.
5. This Amendment shall not be assignable by either Party; except that if SCSB shall no longer have authority to charter public schools in Utah, SCSB may assign this Agreement to any entity authorized to charter or monitor public charter schools in Utah.

6. No waiver of any breach of this Amendment or the Charter Agreement shall be held as a waiver of any other subsequent breach.
  
7. This Amendment may be signed by the Parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Electronic signatures by either of the Parties shall have the same effect as original signatures.

*IN WITNESS WHEREOF*, the Parties have caused this Amendment to be duly executed and delivered by their respective authorized officer:

**LINCOLN ACADEMY,**

Signature:   
Name: Julie Walker Governing Board Chair  
Date Signed: 9/21/2017

**UTAH STATE CHARTER SCHOOL BOARD,**

Signature: \_\_\_\_\_  
Name: Kristin Elinkowski, SCSB Chair  
Date Signed: \_\_\_\_\_

# AMENDMENT

## Utah State Board of Education Charter School Board Executive Summary Report

The Utah State Charter School Board (SCSB) is charged with authorizing, monitoring, evaluating, and dismissing charters of public schools in Utah. Its work is under the direct supervision of the Utah State Board of Education (USBE) per Utah Code 53A-1a-501.5. This summary report shall be completed by the SCSB and submitted to Brenda Hales, Deputy Superintendent, Utah State Office of Education, two weeks prior to the regularly scheduled USBE meetings for approval and inclusion in the board's agenda materials. Only that which is in writing, and included in the agenda materials, as ratified for recommendation by the SCSB, shall be considered by the USBE in its final approval process. Attachments, by way of clarification, or elaboration, may be included.

1. Charter School Lincoln Academy
2. Website: www.lincoln-academy.org Phone: 801-756-2039  
Board Chair: Julie Walker Email: [julie@lincoln-academy.org](mailto:julie@lincoln-academy.org)
3. The Charter school is located in which school district? Alpine
4. Requested amendment to charter (Summary below. Full report can be found on State Charter School Board website at <http://www.schools.utah.gov/charterschools/State-Charter-School-Board/2013-Board-Meetings/July-2013.aspx>):

To modify charter performance goals, waive R277-482 timeline and add 225 students over the next two school years following the growth plan below:

2013-2014	+50 students (690 students total)
2014-2015	+175 students (865 students total)

5. Charter school mission and purpose(s):

Lincoln Academy's mission is to inspire children to love learning and to empower them to explore and achieve their individual potential.

Lincoln Academy does this through small class sizes, aides within the classroom during the school day, and through the development of a professional learning community focused on having student data drive instruction, intervention, and remediation.

Lincoln Academy has developed into a school where elementary teachers are following a common curriculum map, delivering common assessments and analyzing results to impact teaching and learning. Students who are identified in this process as at risk receive additional support and those who are advanced receive enrichment.

Lincoln Academy has built time into Junior High student's schedule for additional support. Each week students are identified by their teachers in combination with individual student grades to determine if they need additional help. They are also referred to skill classes where they can learn social skills, handwriting, test taking strategies, organization, reading comprehension, communication and other basic skills that are essential to become better students.

Additionally, Lincoln Academy ensures that we are educating the whole student. All elementary students have reading, math, science and social studies instruction daily. Additionally the teacher provides character education lessons once a week, specialists provide instruction in music and PE twice a week, and parents help provide art instruction once a week.

Lincoln Academy hopes through this process to have created a school whose purpose meets its mission statement. We hope we are putting support in place academically, socially and behaviorally so that students achieve their individual potential.

6. Charter school student demographics (e.g., enrollment, grade configuration, students with disabilities statistics, ethnicity statistics, economically disadvantaged statistics, etc.)
- 643 students in grades K-9
  - 13.1% ethnic minority, 97.5% white (NOTE: Total ethnicity reported may exceed 100%)
  - 22.6% students are economically disadvantaged
  - 0.0% students are learning English
  - 25.2% students with disabilities reported in fall enrollment

7. Financial position:

The Utah State Charter School Board reviewed the financial performance & sustainability of the school, using the measures in its performance framework, and found the school to be in compliance with all minimum standards and 4 of 5 guidance provisions. In FY12, the school's occupancy cost was 26.2% of operating revenue and the State Charter School Board recommended standard is less than 22%.

8. What is the position of the local district regarding the amendment request? Who was the contact at the local district? (Attachment of letters, if necessary)

Robert Smith, Assistant Superintendent of Alpine School District, received a copy of the entire amendment request on June 14, 2013. No response has been received to date.

9. Please provide a summary of the Utah State Charter School Board discussion pertaining to this amendment request, including points it would like the Utah State Board of Education to consider when making the decision to approve the amendment.

Lincoln Academy is a high performing school with a track record of parental satisfaction and student success. The school can accommodate the 50 additional students this fall in its current facility and will make facility modifications throughout the year to accommodate the 175 additional students in fall 2014.

10. Votes of the SCSB in approving the charter school application:

(Listing of charter board members' vote)

Tim Beagley, Laura Belnap,

Bruce Davis, Robert Enger,

Kristin Elinkowski, Howard Headlee Recommended full approval

\_\_\_\_\_ Did not recommend approval

\_\_\_\_\_ Recommended alternate approval\*

\*Provide detailed explanation of alternate approval

The Utah State Charter School Board assures the accuracy of this report, supports this application, and submits it to the Utah State Board of Education for final approval.

\_\_\_\_\_  
Signature, SCSB Chair

\_\_\_\_\_  
Date

The Utah State Board of Education considered this application on

\_\_\_\_\_  
Date

This application is: ( ) Approved ( ) Not Approved, for the following reasons:

\_\_\_\_\_  
Signature, USBE Chair

\_\_\_\_\_  
Date

# AMENDMENT

## Utah State Board of Education Charter School Board Executive Summary Report

The Utah State Charter School Board (SCSB) is charged with authorizing, monitoring, evaluating, and dismissing charters of public schools in Utah. Its work is under the direct supervision of the Utah State Board of Education (USBE) per Utah Code 53A-1a-501.5.

This summary report shall be completed by the SCSB and submitted to Martell Menlove, Deputy Superintendent, Utah State Office of Education, two weeks ahead of the regularly scheduled USBE meetings for approval and inclusion in the board's agenda materials. Only that which is in writing, and included in the agenda materials, as ratified for recommendation by the SCSB, shall be considered by the USBE in its final approval process. Attachments, by way of clarification, or elaboration, may be included.

1. Charter School Lincoln Academy
2. Street Address 1582 West 3300 North Phone 801-756-2039
3. City Pleasant Grove District Alpine
4. This is a school located in an area:      ( ) Rural                      ( X ) Urban
5. Chief School Officer Jake Hunt Phone 801-756-2039

6. Requested amendment to charter:

School seeks to increase enrollment by 50 students for a maximum of 640 students beginning in the 2010-2011 school year.

7. Summary description of charter school: How many students will the school serve and what grades?

Lincoln Academy is a K-9 Charter School and is in their 4<sup>th</sup> year of operation. The motto for Lincoln Academy is "Inspiring Children to Excel". Their mission is to inspire children to love learning and to empower them to explore and achieve their individual potential. They do this through small student to teacher ratios, an academically challenging and diverse curriculum, and a safe, nurturing environment. They believe all children possess unique brilliance and that learning should be fun, thus there are opportunities provided for creative, hands-on learning. They also believe that is all accomplished better with parental involvement.

640 students, grades K-9.

Does the grade configuration align with the local school district configuration?

Yes

8. What is the financial position of the school?

Net-assets self-reported in the school's 2008 AFR was \$861,893. Lincoln is well-managed and on sound financial footing. The recent survey found Lincoln to hold total assets (including value of facilities) of

more than \$11.4 million with outstanding long term debt of roughly \$9.8 million. Historically they have achieved \$1579 per pupil asset reserves which also places them in a position to move forward with expansion.

9. What is the position of the local district regarding the amendment request? Who was the contact at the local district? (Attachment of letters, if necessary)

James Hansen – Alpine School District – March 29, 2009.

10. What specific conditions or concerns did the SCSB place on the school in order to recommend full approval of this amendment?

The State Charter School Board included a provision that Lincoln Academy must enroll the 50 additional students no later than 3 years following approval. Otherwise, the school may have to remand students to the State Charter School Board upon request.

11. Please provide a brief summary of other points the SCSB would like the Utah State Board of Education to consider in making the decision to approve the amendment.

N/A

12. Votes of the SCSB in approving the charter school application:

(Listing of charter board members' vote)

Brian Allen, Julie Adamic,  
Scott Smith,  
Yolanda Francisco-Nez

Recommended full approval

\_\_\_\_\_

Did not recommend approval

\_\_\_\_\_

Recommended alternate approval\*

\*Provide detailed explanation of alternate approval



The Utah State Charter School Board assures the accuracy of this report, supports this application, and submits it to the Utah State Board of Education for final approval.

\_\_\_\_\_  
Signature, SCSB Chair

\_\_\_\_\_  
Date

The Utah State Board of Education considered this application on

\_\_\_\_\_  
Date

This application is: ( ) Approved ( ) Not Approved, for the following reasons:

\_\_\_\_\_  
Signature, USBE Chair

\_\_\_\_\_  
Date

# AMENDMENT

## Utah State Board of Education Charter School Board Executive Summary Report

The Utah State Charter School Board (SCSB) is charged with authorizing, monitoring, evaluating, and dismissing charters of public schools in Utah. Its work is under the direct supervision of the Utah State Board of Education (USBE) per Utah Code 53A-1a-501.5.

This summary report shall be completed by the SCSB and submitted to Ray Timothy, Deputy Superintendent, Utah State Office of Education, two weeks ahead of the regularly scheduled USBE meetings for approval and inclusion in the board's agenda materials. Only that which is in writing, and included in the agenda materials, as ratified for recommendation by the SCSB, shall be considered by the USBE in its final approval process. Attachments, by way of clarification, or elaboration, may be included.

1. Charter School: Lincoln Academy
2. Street Address: 1582 West 3300 North Phone: (801) 756 – 2039
3. City: Pleasant Grove District: Alpine
4. This is a school located in an area: ( ) Rural ( X ) Urban
5. Chief School Officer: Larissa Powell, CAO Phone: (801) 756 – 2039
6. Requested amendment to charter:

Request for amendment to change board governance to dissolve Founding Council now that the school is in operation with a Governing Board.

Request for change pertaining to curriculum, to use Focus and Shirley English instead of SRA Language Art Program, and add biology and astronomy to their 9th grade curriculum.

7. Summary description of charter school:  
How many students will the school serve and what grades?

2006-2007 540 students K-9

Does the grade configuration align with the local school district configuration?

Yes, it aligns with Alpine School District grade configuration.

8. What is the financial position of the school?

School successfully completed first year of school implementation (2005-2006) with a \$230,000 budget surplus. Budget for 2006-2007 indicates a \$125,000 budget surplus is expected.

9. What is the position of the local district regarding the amendment request? Who was the contact at the local district? (Attachment of letters, if necessary)

Not applicable.

10. What specific conditions or concerns did the SCSB place on the school in order to recommend full approval of this amendment?

No specific conditions were specified.

What is the timeline for those conditions to be met?

N/A

11. Please provide a brief summary of other points the SCSB would like the Utah State Board of Education to consider in making the decision to approve the amendment.

Lincoln Academy teaches the Utah State Core Curriculum using the Core Knowledge Sequence methodology.

12. Votes of the SCSB in approving the charter school application:

(Listing of charter board members' vote)

Unanimous: Scott Smith, John Pingree, Eric Smith, Sonia Zisumbo, Julie Adamic, and Brian Allen.

Recommended full approval

\_\_\_\_\_ Did not recommend approval

\_\_\_\_\_ Recommended alternate approval\*

\*Provide detailed explanation of alternate approval

The Utah State Charter School Board assures the accuracy of this report, supports this application, and submits it to the Utah State Board of Education for final approval.

\_\_\_\_\_  
Signature, SCSB Chair

\_\_\_\_\_  
Date

The Utah State Board of Education considered this application on

\_\_\_\_\_  
Date

This application is: ( ) Approved

( ) Not Approved, for the following reasons:

\_\_\_\_\_  
Signature, USBE Chair

\_\_\_\_\_  
Date

## CHARTER SCHOOL AGREEMENT

Pursuant to Section 53A-1a-505, the State Charter School Board (herein after referred to as the Board), grants the Governing Board of Lincoln Academy a charter to operate a public school (hereinafter referred to as the School).

### 1. Application/Agreement-Binding

The Board has reviewed the application submitted by the Governing Board and has approved it, subject to adherence to all requirements set forth in this agreement and in state law and board rule. The application is fully incorporated in this agreement, and all representations and conditions contained in the agreement are binding on the Governing Board. The Governing Board shall immediately submit in writing, to the Board and the local board of education in which the School is located, notice of any proposed substantial changes to the application or the representations or conditions contained in the original application or charter. The Board reserves the right to reject any proposed changes to the agreement once the application and agreement have been approved. This agreement begins with the school year that commences immediately following or coincident with the date of this agreement. This agreement shall be automatically renewed at the end of its term, and at the end of each school year beginning thereafter, unless it is terminated by either the Board or the Governing Board pursuant to paragraph 23 or Utah Code Section 53A-1a-510.

### 2. Operation of School

The School shall at all times be operated by the Governing Board of the School in accordance with Section 53A-1a-501 et. seq., and all other applicable laws and regulations.

### 3. Compliance with Other Laws

The Governing Board shall comply with all applicable federal laws and regulations, including, but not limited to, such laws and regulations governing employment, environment, disabilities, civil rights, children with special needs, transportation, and student records as applicable. The Governing Board shall also comply with all applicable health and safety laws and regulations, whether federal, state, or local. Neither the State Charter School Board nor the local board of education assumes the duty to oversee the operations of the School except as may otherwise be provided by law or separate contract. The Board shall monitor the School for compliance with applicable laws and regulations consistent with Section 53A-1a-501.6 and R277- 470.

#### **4. Enrollment**

a. Admission and enrollment of students shall be as prescribed by Sections 53A-1a-506 and 53A-1a-506.5, R277-437, R277-470, and federal law. Failure to adhere to the requirements of random selection, under Section 53A-1a-506, and federal requirements for lottery selection, may be grounds for termination of this charter.

b. The School shall report information on student enrollment as required by the Board through state and federal law. When a student withdraws from the School, the School shall notify the local board of education responsible for the attendance area in which the student resides within 10 days of the withdrawal so that the local board may fulfill its legal obligation to verify the student's compliance with compulsory attendance laws.

c. Requests for the School to increase its enrollment beyond that set out in its initial agreement shall be submitted to the Board. This provision will be reviewed and is subject to negotiation and amendment by the State Charter School Board, including a review of student assessment data, prior to the 2006-2007 school year.

d. Failure to enroll the authorized number of students within three years of approval may result in the school being required to remand extra students for reallocation by the State Charter School Board upon request.

#### **5. Financial and Governance Warnings**

This charter incorporates by reference, and the Governing Board and School are subject to, Section 53A-1a-501 et. seq., and R277-470, and all other federal and state laws and rules unless specifically waived under Sections 53A-1a-511 and 512. A copy of the Board rules may be obtained at the following locations:

Website: <http://www.rules.utah.gov/publicat/code/r277/r277.htm>  
Mail: Utah State Office of Education  
250 East 500 South  
P.O. Box 144200  
Salt Lake City, UT 84114-4200

#### **6. Children with Special Needs**

a. As prescribed by the State Board of Education, and in accordance with state and federal laws, the School shall provide to the Board the total number of children with special needs, identified in accordance with state and federal laws, enrolled in the School.

b. The Governing Board accepts and understands that, for purposes of federal and state law, including the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disabilities Education Act, the School is obligated to provide free and appropriate education and related services to children with special needs. The School may not send special needs students back to resident districts because the School lacks services, nor may the School "counsel students" out of the School.

## **7. Reporting Requirements**

The Governing Board shall submit such reports as required by state law and the Board. Failure to submit such reports may be grounds for revocation of the charter.

## **8. Technical Assistance**

The School may request technical assistance from the Board in any area, including curriculum matters and financial concerns. In no event is the Utah State Office of Education, the State Board of Education or the State Charter School Board responsible for any financial or technical support other than the funding and technical assistance as expressly required by law.

## **9. Records**

a. *Access.* Subject to state and federal laws, the State Board of Education, its agents, and the State Auditor's Office shall have the right to examine and copy all records, reports, documents, and files relating to any activity, program, or student of the School.

b. *Public Records Law.* The Governing Board and School are subject to the Government Records Access and Management Act, Section 63-2-101 through 63-2-1001. This provision is effective upon the Board's final approval of the Governing Board's Application.

c. *Student Records.* The School is subject to all the provisions of the federal Family Educational Rights and Privacy Act, U.S.C. 20 § 1232g. In the event the School closes, it shall transmit all official student records as prescribed by the State Charter School Board.

## **10. Financial Management**

The Governing Board shall comply with the same financial audits, audit procedures and audit requirements of school districts. The program, financial and compliance audits may be conducted by the charter entity or the Legislative Auditors Office. The Governing Board shall maintain the financial records of the School pursuant of the governing authority and the State Auditors Office.

## **11. Property Ownership**

Following the termination of a charter and after the settlement of outstanding obligation, there is a presumption that the property of a charter school shall revert to the State Board of Education. A charter school may defeat the presumption of State Board ownership with documentation that the charter school purchased the property with private funding, and may be requested to provide documentation that the charter school or its founders or directors were never reimbursed from public funds.

## **12. Procurement**

Charter schools are subject to the Utah Procurement Code, Section 63-56-101 through 63-56-1002, to the same extent as local boards are.

### **13. Insurance and Bonding**

a. The Governing Board shall obtain and maintain insurance at a minimum in the following amounts:

- 1) General liability: two million dollars (\$2,000,000) per occurrence
- 2) Employee dishonesty bond
- 3) Workers' compensation: as specified by federal law
- 4) Comprehensive/collision consistent with cash values of vehicles
- 5) Liability insurance specific to the Governing Board's financial officer or treasurer or business administrator consistent with coverage designated in R628-4-4

b. The provisions of Paragraph 1 shall not preclude any School from obtaining liability insurance coverage in addition to or in excess of the requirements stated in this section.

c. Written proof/copies of required insurance policies shall be provided to the State Charter School Board at least 90 days prior to the opening of school. The policies shall be maintained by the Charter School Board with the agreement. The Governing Board shall provide the Charter School Board with a certificate of insurance annually.

### **14. Facilities**

State Board of Education Administrative Rule R277-471-3, "Oversight of School Inspections," requires a Local Charter School Board Building Officer to be appointed by the charter school board.

Local charter school boards shall appoint a local charter school board building officer who has direct administrative and operational control of all construction, renovation, and inspection of public school district facilities within the school district, and shall provide in writing the name of the local charter school board building officer to the USOE.

The local charter school board building officer is responsible for coordinating with local municipalities and counties and the State Office of Education to ensure that the appropriate documents are filed in a timely manner for all construction projects, as outlined in the School Construction Inspection Resource Manual.

The Board may delay the opening of the School or terminate this charter on any of the following grounds (R277-470-13):

- 1) Failure to provide evidence of groundbreaking before January 1 of the intended opening year of the School (R277-470-7)
- 2) Failure to submit monthly construction/facility progress reports (SP-8) and/or failure to submit required documents in a timely manner to the State Office of Education (R277-471-7)
- 3) Failure to attend orientation/training sessions designated by the State Charter School Board (R277-470-4)

The School shall not be allowed to operate unless and until all health and safety certificates are current. If the Governing Board subsequently makes substantial changes in its facility or desires to relocate to another facility, the State Charter School Board shall receive written notice of the changes or relocation in a timely manner.



## **15. Licensed Employees**

- a. All employees who hold professional licenses issued by the Board are subject to the rules applicable to licensed professionals, and their licenses may be revoked based on any of the grounds consistent with state law or R686-103. In addition, School administrators are subject to mandatory child abuse reporting consistent with state law.
- b. The Governing Board shall report, as required by the State Board of Education, the total number of teachers and the total number of teachers who hold valid licenses who are employed to teach at the School, as well as information regarding assignments and endorsements. All teachers must hold a valid Utah Professional Educator License or meet the State Board requirements for alternative licensing routes or Board authorization consistent with 53A-1a-512(3).
- c. The Governing Board understands and agrees that it shall not employ in any capacity, or accept voluntary services from, any individual whose certificate or license has been suspended or revoked by the Board or any other licensing board or agency on the grounds of unethical or immoral behavior, including improper sexual or physical conduct with children or students. Violation of this provision shall result in immediate revocation of the charter.
- d. The Governing Board shall notify the appropriate local board of education and the Utah State Office of Education if a School employee who is on leave from employment with the local board was suspended, terminated, asked to resign, resigns in the face of allegations, or is otherwise subjected to disciplinary action because of poor performance or misconduct. The Governing Board shall cooperate with the local board and the USOE and shall provide any relevant information requested concerning such employees.

## **16. Transportation**

Neither the local board nor the State Board of Education is responsible for student transportation. Parents of a student at the School shall be notified of this provision.

## **17. Indemnity**

The Governing Board agrees to indemnify and hold harmless the USOE, State Board of Education, State Charter School Board 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 School caused by any intentional or negligent act or omission of the School, its officers, agents, employees, and contractors.

## **18. Student Discipline**

- a. The School agrees to and shall comply with Section 53A-11-901, except as otherwise provided by law.
- b. The School shall comply with all applicable federal and state laws and regulations 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. The School 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 the School. If the School suspends a student with special needs, it shall continue to provide to the student with all continuing education services to the extent mandated by federal and state laws and regulations.

## **19. Instruction**

As prescribed by R277-419, the School shall provide a minimum of 180 days and 990 hours of instruction (grades two through 12), a minimum of 180 days and 810 hours of instruction (grade one), and a minimum of 180 days and 450 hours of instruction (grade K).

## **20. Criminal Background Checks**

The Governing Board agrees to conduct thorough background checks on all of its employees and volunteers who shall have significant unsupervised contact with students, consistent with Section 53A-3-410. In addition, the State Charter School Board or the State Board of Education may conduct criminal history checks on any School personnel or director or Governing Board member when it is deemed necessary to protect the financial integrity of the School or the health and safety of students or employees. Refusal by any individual to submit to a fingerprint check is grounds for termination of employment and/or revocation of the charter. The Board may consider the refusal of an individual to submit to a fingerprint check in determining whether:

- a. To grant final approval of the charter agreement.
- b. To recommend to the governing board that the individual be denied employment.
- c. To revoke the charter of the governing board.

## **21. Open Meetings: Public Records**

The Governing Board agrees to be subject to the Open and Public Meetings law, Section 52-4-1 et. seq. This provision is effective upon the Board's final approval of the Governing Board's/School's agreement.

## **22. Assignment**

Assignment of the School to another entity is deemed an amendment to the charter and shall have prior written approval of the Board.

### **23. Amendment**

This agreement may be amended by the mutual agreement of the Board and the Governing Board, pursuant to Section 53A-1a-508(4). Any such amendment must be made in writing and signed by the appropriate representatives of the Board and the Governing Board.

### **24. Termination of Charter**

a. *Grounds:* The Board may terminate this charter on any of the following grounds (53A-1a-510):

- 1) Failure of the Governing Board or School to meet the requirements stated in the charter.
- 2) Failure of the Governing Board to meet generally accepted standards of fiscal management.
- 3) Violation of law.
- 4) Material violation of any of the conditions, standards, or procedures set forth in this agreement.
- 5) Failure to meet the requirements for student performance under state or federal law.
- 6) Other good causes shown.

The Governing Board may terminate this charter after the end of the spring semester and prior to the beginning of the fall semester with or without cause.

b. *Procedures:* A charter that is terminated by the Governing Board shall be terminated consistent with Section 53A-1a-510 and R277-470. A charter that is terminated by the Governing Board shall be terminated in a manner consistent with the provisions of this agreement upon the effective date communicated in a written notice provided by the Governing Board to the Board regarding its intention to terminate the charter. The Board must receive such notice at least 60 days prior to the beginning of the fall semester.

### **25. 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 charter. "Parties," for purposes of this paragraph only, include the parties to this agreement as well as the local board of education. No officers, employees, agents, or subcontractors of the School shall be considered officers, employees, agents, or subcontractors of the local board of education.

### **26. Agreements with Local Boards of Education**

This charter shall not preclude the Governing Board from entering into any agreement with a local board of education, provided that such agreements do not supersede or override any provision of this agreement.

**27. Notice**

Any notice the Governing Board or School is required or permitted to submit under this agreement shall be delivered to:

Utah State Office of Education  
250 East 500 South  
P.O. Box 144200  
Salt Lake City, Utah 84114-4200

All faxes sent by the Governing Board or School shall be followed by hard copies postmarked within the next business day of the fax transmittal.

**28. 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 revoked or terminated.

**29. Non-Endorsement**

The Governing Board acknowledges that the granting of a charter in no way represents or implies endorsement by the State Charter School Board of any method of instruction, philosophy, practices, curriculum, or pedagogy used by the School or its agents; nor does this agreement constitute a guarantee by the State Charter School Board of the success of the School in providing a learning environment that shall improve student achievement.

**30. Legislative Action**

This agreement and any amendments to it and renewals of 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 the school charter, the charter is null and void.

FOR THE CHARTER SCHOOL GOVERNING BOARD:

This 4 day September of 2009

Julie Walker  
(Type or Print Name of Board Chair)

Julie Walker  
(Signature of Board Chair) (Seal)

**Certified Copy  
from  
Lincoln Academy**

FOR THE STATE CHARTER SCHOOL BOARD:

This 10 day September of 2009

Brian Allen  
(Type or Print Name of SCSB Chair)

[Signature]  
(Signature of SCSB Chair)

# CHARTER SCHOOL AGREEMENT

Pursuant to Section 53A-1a-505, the State Charter School Board (board), grants the Governing Board of Lincoln Academy Charter School a Charter to operate a public school (hereinafter referred to as the School).

**1. Application/Agreement-Binding**

The board has reviewed the application submitted by the Governing Board and has approved it subject to adherence to all requirements set forth in this Agreement and in state law. The application is fully incorporated in this Agreement and all representations and conditions contained in the Agreement are binding on the Governing Board. The Governing Board shall immediately submit in writing to the board and the local board of education in which the School is located notice of any proposed substantial changes to the application or the representations or conditions contained in the original application or Charter. The board reserves the right to reject any proposed changes to the Agreement once the application and Agreement have been approved. This agreement begins with the school year that commences immediately following or coincident with the date of this Agreement. This Agreement shall be automatically renewed at the end of its term, and at the end of each school year beginning thereafter, unless it is terminated by either the Board or the Governing Board pursuant to paragraph 23 or Utah Code Section 53A-1a-510.

**2. Operation of School**

The school shall at all times be operated by the Governing Board of the School in accordance with Section 53A-1a-501 et. seq., and all other applicable laws and regulations.

**3. Compliance with Other Laws**

The Governing Board shall comply with all applicable federal laws and regulations, including, but not limited to, such laws and regulations governing employment, environment, disabilities, civil rights, children with special needs, transportation, and student records as applicable. The Governing Board shall also comply with all applicable health and safety laws and regulations, whether federal, state, or local. Neither the State Charter School Board nor the local board of education assumes the duty to oversee the operations of the School except as may otherwise be provided by law or separate contract. The board shall monitor the School for compliance with applicable laws and regulations consistent with Section 53A-1a-501.6 and R277-481.

**4. Enrollment**

- a. Admission and enrollment of students shall be as prescribed by Section 53A-1a-506, R277-437 and federal law. Failure to adhere to the requirements of random selection, under Section 53A-1a-506, and federal requirements for lottery selection, may be grounds for termination of this Charter.
- b. The School shall report information on student enrollment, as required by the board through state and federal law. When a student withdraws from the School, the School shall notify the local board of education responsible for the attendance area in which the student resides within 10 days of the withdrawal so that the local board may fulfill its legal obligation to verify the student's compliance with compulsory attendance laws.
- c. Requests for the School to increase its enrollment by more than five students beyond that set out in its initial Agreement shall be submitted to the Board.

This provision will be reviewed and is subject to negotiation and amendment by the State Charter School Board, including a review of student assessment data, prior to the 2006-2007 school year. An exception to paragraph 19 is accepted for the 2005-2006 school year.

**5. Financial and Governance Warnings.**

This Charter incorporates by reference, and the Governing Board and School are subject to, Section 53A-1a-501 et. seq., and R277-470 and R277-481, and all other federal and state laws, and rules, unless specifically waived under Sections 53A-1a-511 and 512. A copy of the Board rules may be obtained at the following locations:

Website: <http://www.rules.utah.gov/publicat/code/r277/r277.htm>

USOE, Charter School Section, 250 East 500 South, Salt Lake City, Utah

**6. Children with Special Needs**

- a. As prescribed by the State Board of Education and in accordance with state and federal laws, the School shall provide to the board the total number of children with special needs, identified in accordance with state and federal laws, enrolled in the School.
- b. The Governing Board accepts and understands that for purposes of federal and state law, including Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disabilities Education Act, the School is obligated to provide free and appropriate education and related services to children with special needs. The School may not send special needs students back to resident districts because the School lacks services nor may the School "counsel students" out of the School.

**7. Reporting Requirements**

The Governing Board shall submit such reports as required by state law and the board. Failure to submit such reports may be grounds for revocation of the Charter.

**8. Technical Assistance**

The School may request technical assistance from the board in any area including curriculum matters and financial concerns. In no event is the USOE, the State Board of Education or the State Charter School Board responsible for any financial or technical support other than the funding and technical assistance as expressly required by law.

**9. Records**

- a. Access  
Subject to state and federal laws, the State Board of Education, its agents, and the State Auditor's Office shall have the right to examine and copy all records, reports, documents, and files relating to any activity, program, or student of the School.
- b. Public Records Law  
The Governing Board and School are subject to the Government Records Access and Management Act, Section 63-2-101 through 63-2-1001. This provision is effective upon the Board's final approval of the Governing Board's Application.
- c. Student Records  
The School is subject to all the provisions of the federal Family Educational Rights and Privacy Act, U.S.C. 20 § 1232g. In the event the School closes, it shall transmit all official student records as prescribed by the State Charter School Board.

**10. Financial Management**

The Governing Board shall comply with the same financial audits, audit procedures and audit requirements of school districts. The program, financial and compliance audits may be conducted by the charter entity or the Legislative Auditors Office. The Governing Board shall maintain the financial records of the School pursuant of the governing authority and the State Auditors Office.

**11. Property Ownership**

Following the termination of a charter and after the settlement of outstanding obligation, there is a presumption that the property of a charter school shall revert to the State Board of Education. A charter school may defeat the presumption of State Board ownership with documentation that the

charter school purchased the property with private funding and may be requested to provide documentation that the charter school or its founders or directors were never reimbursed from public funds.

**12. Procurement**

Charter schools are subject to the Utah Procurement Code, Section 63-56-101 through 63-56-1002 to the same extent as local boards are.

**13. Insurance and Bonding**

- a. The Governing Board shall obtain and maintain insurance at a minimum in the following amounts:
  1. general liability: two million dollars (\$2,000,000) per occurrence;
  2. employee dishonesty bond;
  3. workers' compensation: as specified by federal law.
  4. comprehensive/collision consistent with cash values of vehicles; and
  5. liability insurance specific to the Governing Board's financial officer or treasurer or business administrator consistent with coverage designated in R628-4-4.
- b. The provisions of Paragraph 1 shall not preclude any School from obtaining liability insurance coverage in addition to or in excess of the requirements stated in this section.
- c. Written proof/copies of required insurance policies shall be provided to the State Charter School Board at the time the Agreement is signed. The policies shall be maintained by the Charter School Board with the Agreement. The Governing Board shall provide the Charter School Board with a certificate of insurance annually.

**14. Facilities**

Prior to commencing operation of the School, the Governing Board shall provide to the State Charter School Board a description of the facility, the financing for the facility and evidence from local government inspection authorities that the School's facilities are currently safe (e.g. state or local Health and Fire Department inspection certificates). The School shall not be allowed to operate unless and until all health and safety certificates are current. If the Governing Board subsequently makes substantial changes in its facility or desires to relocate to another facility, the State Charter School Board shall receive written notice of the changes or relocation in a timely manner. The Governing Board must provide the specific address of its facility at the time this Agreement is signed.

**15. Licensed Employees**

- a. All employees who hold professional licenses issued by the Board are subject to the rules applicable to licensed professionals and their licenses may be revoked based on any of the grounds consistent with state law or R686-103. In addition, School administrators are subject to mandatory child abuse reporting consistent with state law.
- b. The Governing Board shall report, as required by the State Board of Education, the total number of teachers and the total number of teachers who hold valid licenses who are employed to teach at the School as well as information regarding assignments and endorsements. All teachers must hold a valid Utah Professional Educator License or meet the State Board Requirements for alternative licensing routes or Board authorization consistent with 53A-1a-512(3).
- c. The Governing Board understands and agrees that it shall not employ in any capacity, or accept voluntary services from, any individual whose certificate or license has been suspended or revoked by the Board or any other licensing board or agency on the grounds of unethical or immoral behavior, including improper sexual or physical conduct with children or students. Violation of this provision shall result in immediate revocation of the Charter.
- d. The Governing Board shall notify the appropriate local board of education and the USOE if a School employee who is on leave from employment with the local board was suspended,

terminated, asked to resign, resigns in the face of allegations, or otherwise subjected to disciplinary action because of poor performance or misconduct. The Governing Board shall cooperate with the local board and the USOE and shall provide any relevant information requested concerning such employees.

**16. Transportation**

Neither the local board nor State Board of Education is responsible for student transportation. Parents of a student at the School shall be notified of this provision.

**17. Indemnity**

The Governing Board agrees to indemnify and hold harmless the USOE, State Board of Education, State Charter School Board 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 School caused by any intentional or negligent act or omission of the School, its officers, agents, employees, and contractors.

**18. Student Discipline**

- a. The School agrees to and shall comply with Section 53A-11-901, except as otherwise provided by law.
- b. The School shall comply with all applicable federal and state laws and regulations 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. The School 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 the School. If the School suspends a student with special needs, it shall continue to provide to the student all continuing education services to the extent mandated by federal and state laws and regulations

**19. Instruction**

As prescribed by R277-419, the School shall provide a minimum of 180 days and 990 hours of instruction (grades 2-12), a minimum of 180 days and 810 hours of instruction (grade 1), and a minimum of 180 days and 450 hours of instruction (grade K).

**20. Criminal Background Checks**

The Governing Board agrees to conduct thorough background checks on all of its employees who shall have significant unsupervised contact with students consistent with Section 53A-3-410. In addition, the State Charter School Board or the State Board of Education may conduct criminal history checks on any School personnel or director or Governing Board member when it is deemed necessary to protect the financial integrity of the School or necessary to protect the health and safety of students or employees. Refusal by any individual to submit to a fingerprint check is grounds for termination of employment and/or revocation of the Charter. The board may consider the refusal of an individual to submit to a fingerprint check in determining whether:

- a. to grant final approval of the Charter Agreement;
- b. to recommend to the Governing Board that the individual be denied employment; and/or
- c. to revoke the Charter of the Governing Board.

**21. Open Meetings: Public Records**

The Governing Board agrees to be subject to the Open and Public Meetings law, Section 52-4-1 et. seq. This provision is effective upon the Board's final approval of the Governing Board's/School's Agreement.



**22. Assignment**

Assignment of the School to another entity is deemed an amendment to the Charter and shall have prior written approval of the Board.

**22A. Amendment**

This agreement may be amended by the mutual agreement of the Board and the Governing Board, pursuant to Section 53A-1a-508(4). Any such amendment must be made in writing and signed by the appropriate representatives of the Board and the Governing Board.

**23. Termination of Charter**

**a. Grounds**

The Board may terminate this Charter on any of the following grounds (53A-1a-510):

1. Failure of the Governing Board or School to meet the requirements stated in the charter;
2. Failure of the Governing Board to meet generally accepted standards of fiscal management;
3. Violation of law;
4. Material violation of any of the conditions, standards, or procedures set forth in this Agreement;
5. Failure to meet the requirements for student performance under state or federal law; and
6. Other good causes shown.

The Governing Board may terminate this Charter after the end of the spring semester and prior to the beginning of the fall semester with or without cause.

**b. Procedures**

A charter that is terminated by the Governing Board shall be terminated consistent with Section 53A-1a-510 and R277-470. A Charter that is terminated by the Governing Board shall be terminated in a manner consistent with the provisions of this Agreement upon the effective date communicated in a written notice provided by the Governing Board to the Board regarding its intention to terminate the Charter. The Board must receive such notice at least 60 days prior to the beginning of the fall semester.

**24. 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 Charter. "Parties," for purposes of this paragraph only, include the parties to this Agreement as well as the local board of education. No officers, employees, agents, or subcontractors of the School shall be considered officers, employees, agents, or subcontractors of the local board of education.

**25. Agreements with Local Boards of Education**

This Charter shall not preclude the Governing Board from entering into any agreement with a local board of education provided that such agreements do not supersede or override any provision of this Agreement.

**26. Notice**

Any notice the Governing Board or School is required or permitted to submit under this Agreement shall be delivered to:

250 East 500 South  
P.O. Box 144200  
Salt Lake City, Utah 84114-4200

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**FOR THE CHARTER SCHOOL GOVERNING BOARD:**

This 16<sup>th</sup> day of February 2006

Julie Walker

(Type or Print Name of Board Chair)

Julie Walker

(Signature of Board Chair)

(Seal)

**FOR THE STATE CHARTER SCHOOL BOARD:**

This 16<sup>th</sup> day of March 2006

David L. Moss

(Type or Print Name of Chair of State Charter School Board)

David L. Moss

(Signature of Chair of State Charter School Board)