

## CHARTER AGREEMENT

This **Charter Agreement** (hereafter “Charter” or “Agreement”) is entered into pursuant to U.C.A. §53G-5-102 and §53G-5-508, on this 11<sup>th</sup> day of April 2019 by and between the Utah State Charter School Board, (hereafter “SCSB” or the “Charter school authorizer,” pursuant to §53G-5-202(1)(a) or just “Authorizer”), and Bridge Elementary (the “Applicant(s)”), (together collectively, the “Parties”) to operate the Bridge Elementary Charter School (the “Charter School” or “School”), a public Charter school under Charter Schools U.C.A. §53G-5-101, *et seq.*

### WITNESSETH:

**WHEREAS**, the State of Utah (the “State”) enacted statute permitting Charter Schools, codified as U.C.A. §53G-5-101, *et seq.*, with the intent of serving the needs of free public education in both elementary and secondary schools; and

**WHEREAS**, the statute 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. §53G-5-304, 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. §53G-5-303, 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. §53G-5-302; and

**WHEREAS**, the Application was approved pursuant to U.C.A. §53G-5-304 by the SCSB, and the USBE on or before January 17, 2019; and

**WHEREAS**, the Parties hereto now enter into this Charter Agreement, agreeing to be legally bound thereby, and to establish meaningful benchmarking of performance and outcomes of the education process including developing as part of this Agreement clear, measurable performance standards and operational minimum standards which will be regularly reviewed by the Charter School’s Governing Board and by the SCSB as provided herein for evaluative, accountability, and monitoring purposes<sup>2</sup>; and

**WHEREAS**, the Charter School, through its Governing Board, may request technical assistance from the SCSB in any area, including curriculum matters and financial concerns<sup>3</sup>, however, in no event is the USBE, or the SCSB responsible for any financial or technical support provided other than the funding and technical assistance as expressly required

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<sup>1</sup> U.C.A. § 53G-5-401(1)(a).

<sup>2</sup> U.C.A. §53G-5-202

<sup>3</sup> U.C.A. §53G-5-202

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. §53G-5-202(1)(a) hereby authorizes Applicant to establish a charter school pursuant to the Act and this Charter Agreement.
- 1.2 Charter Agreement<sup>4</sup>. This Charter Agreement is a legally binding document<sup>5</sup> and consists of this signed Agreement, including all attachments, specifically, Exhibit “A,” and all applicable State and Federal statutes, regulations, and rules, as each may be amended from time to time. In addition, incorporated by reference are all USBE rules unless specifically waived pursuant to U.C.A. §53G-5-405.  
  
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 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>

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<sup>4</sup> U.C.A. §53G-5-303

<sup>5</sup> U.C.A. §53G-5-304 and U.C.A. §53G-5-401(1)(c)

<sup>6</sup> U.C.A. §53G-5-303(2)(f)

<sup>7</sup> U.C.A. §53G-5-202(1)(b),

<sup>8</sup> See e.g., §53G-5-302(3); §53G-5-503(2)(a); §53F-2-702; §53G-5-304; §53G-6-704; 53F-2-705; 53G-5-406.

- 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. §53G-5-202(1)(c), 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 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>

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<sup>9</sup> U.C.A. §53G-5-202 (1)(c)

<sup>10</sup> Id.

<sup>11</sup> U.C.A. §53G-5-404 (5)(b)(ii), and U.C.A. §53G-5-404(4)(a)

<sup>12</sup> U.C.A. §53G-5-404(4)(b)

<sup>13</sup> U.C.A. §53G-5-404(5)(b)(iii)

<sup>14</sup> U.C.A. §53G-5-401(1)(c), and U.C.A. §53G-5-302(2)(a)

<sup>15</sup> U.C.A. §53G-5-302(2)(b), and U.C.A. §53G-5-401(1)(c)

<sup>16</sup> U.C.A. §53G-5-404(3).

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. §53G-5-401(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 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

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<sup>17</sup> U.C.A. §53G-5-404(3)

<sup>18</sup> U.C.A. §53G-5-407

<sup>19</sup> U.C.A. §53G-5-302(2)(a)

<sup>20</sup> U.C.A. §53G-5-202(1)(b)

<sup>21</sup> U.C.A. §53G-5-406

<sup>22</sup> U.C.A. §53G-5-202

<sup>23</sup> U.C.A. §53G-5-404(9)

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.
- 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.

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<sup>24</sup> U.C.A. §53G-5-303(2)(f)(ii)

<sup>25</sup> U.C.A. §53G-5-404(8)

## SECTION 4. CHARTER REVIEW

- 4.1 Reviews. In keeping with the requirements of U.C.A. §53G-5-202(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 by the SCSB, 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?
  - 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.

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<sup>26</sup> U.C.A. §53G-5-202(1)(b)

<sup>27</sup> U.C.A. §53G-5-501(5)

- 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. §53G-5-501:
  - 1) remove a Charter School director or financial officer, or their equivalent positions, and without consideration of the School’s corporate formalities;<sup>28</sup>
  - 2) remove a governing board member, without consideration of the School’s corporate formalities;<sup>29</sup> or
  - 3) appoint an interim director, who will replace or act in the place of the director, or mentor to work with the Charter School.<sup>30</sup>
- e. Termination of Charter. SCSB may terminate this Charter for those reasons provided in state law, USBE rule, or for material breach of this Agreement<sup>31</sup> subject to the right of appeal as provided in U.C.A. §53G-5-503.

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

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<sup>28</sup> U.C.A. §53G-5-501(2)(a)(i)

<sup>29</sup> U.C.A. §53G-5-501(2)(a)(ii)

<sup>30</sup> U.C.A. §53G-5-501(2)(a)(iii)

<sup>31</sup> U.C.A. §53G-5-503

<sup>32</sup> U.C.A. §53G-5-504(c)

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.

## 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.
- 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:

BRIDGE ELEMENTARY  
Attention: Governing Board  
1788 Seven Oaks Lane  
Ogden, UT 84403

To SCSB:

State Charter School Board  
Attention: Executive Director  
250 E. 500 S.

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<sup>33</sup> U.C.A. §53G-5-504(6)(a)

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 USBE 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

**BRIDGE ELEMENTARY CHARTER SCHOOL**



Board Member<sup>34</sup>



Board Member



Board Member



Board Member



Board Chair: Lani Rounds

Date of Board resolution (copy of Resolution attached):

<sup>34</sup> U.C.A. §53G-5-303(2)(j)

Exhibit “A”

*No portions of Exhibit “A” may be changed unless amended pursuant to Charter Agreement Section 5.3*

1. Name: The name of the Charter School shall be Bridge Elementary.
2. Applicant: A Charter Agreement is granted to Bridge Elementary, which applied on November 9, 2018.
3. Location: The charter school shall be established within the Weber School District, which is material to its authorization.
4. Mission statement: The Charter School mission statement, as set forth in the application is: “The mission of Bridge Elementary is to provide students with a personalized learning experience and empower them to take personal ownership and accountability for their own academic performance.”
5. Purpose(s) of the charter school: The Charter School purposes consistent with U.C.A. §53G-5-104 include:
  - a. Continue to improve student learning through data driven decision-making, teachers will design and implement a personalized learning environment aligned with each student’s Personalized Learning Plan (“PL Plan”) goals.
  - b. Encourage the use of different and innovative teaching methods by allowing for differentiated learning environments to ensure that each student is provided instruction at his or her academic level aligned with the Utah Core Standards.
  - c. Increase choice of learning opportunities for students by providing an alternative that is different from what is available at time of charter approval. While currently no other school in Weber or Davis County offers this model, this PL Model is further distinguished by multiple research-based best practices that are identified as “key elements” of the charter and set Bridge apart as a substantive and compelling choice for families.
6. Key elements of the charter school: The key elements of the Charter School, as set forth in the application, are programs and processes that make this school unique. They will be included in the State Charter School Board annual review as assurances and included in the School Accountability Framework Comprehensive reviews.
  - a. Instruction at Bridge Elementary is based on a Personalized Learning Model and provides differentiated learning environments to ensure that each student is provided instruction at his or her academic level aligned with the Utah Core Standards.
  - b. Each student at Bridge Elementary has a PL Plan that will be developed by the student and an advisor based on the student’s needs in the areas of language arts and math.
  - c. Each student can articulate, either independently or with scaffolding based on the child’s grade level, his or her current level of performance, the goals and expectations of the PL Plan, and self-report on his or her progress.
  - d. The PL Plan is digitally accessible to parents.

- e. Rotations, focused specifically on students' PL Plan goals, are provided at least two times each week and are comprised of the following:
  - i. Adaptive computer-aided instruction;
  - ii. Center-based learning and collaborative activities;
  - iii. Independent work; and
  - iv. Small group instruction.
- f. Student advisors meet once every two weeks with students to review their PL Plan, review students' progress toward their PL Plan goals, and guide students in creating short-term tasks to help them achieve their goals.
- g. Advisors and students meet quarterly with parents during which time students articulate their PL Plan goals and progress.
- h. The best practices identified by Hattie et al. and Anders Ericsson will be integrated into Bridge Elementary's PL Model as outlined in the charter application Section 3: Program of Instruction. Bridge Elementary will implement a variety of these practices as appropriate and/or needed.
- i. Full-time teachers are provided a minimum of 15 hours weekly to design each student's instruction based on data from ongoing formative assessments, observations from previous learning sessions, and data from computer-aided assessments and instruction; to collaborate with peers; and to attend needs-based professional learning opportunities.
- j. Adaptive computer-aided instruction is used to provide language arts and math assessment and support at the student's developmental level. Teachers use the data from these programs to create learning experiences aligned with the student's needs and PL Plan.
- k. A Professional Learning Specialist is employed to specifically oversee teachers' instructional practices and professional development needs. The Professional Learning Specialist ensures that teachers and staff are provided with quality needs-based professional learning opportunities.
- l. A Curriculum and Instruction Specialist is employed to assist teachers with data analysis; development of lessons and activities; and implementation of educational best practices. The Curriculum and Instruction Specialists collaborates with the Professional Learning Specialist to identify staff needs and provide staff with the support needed to ensure optimum student achievement.
- m. Students receive options for "choice" in their daily education. The opportunities for choice evolve throughout time based on student needs and the effectiveness of choice activities.
- n. Maintains a large enough student population to offer all programmatic elements listed in the approved charter application.
- o. Does not offer distance or online education, as it is defined by the Utah State Board of Education

7. Opening School Year: 2020-2021
8. Student Population: The grade levels served and the maximum authorized enrollment for each school year is:
  - a. Grades Served: K up to grade 6
  - b. Maximum Authorized Enrollment: 588
9. Enrollment preferences permitted by board policy and UCA §53G-6-502:
  - a. a child or grandchild of an individual who has actively participated in the development of the charter school;
  - b. a child or grandchild of a member of the charter school governing board;
  - c. a sibling of an individual who was previously or is presently enrolled in the charter school;
  - d. a child of an employee of the charter school.
10. Structure of governing board:
  - a. Number of board members: 5 - 7
  - b. Appointment of board members: Elected by the vote of a majority of the members of the board
  - c. Board members' terms of office: Three-year terms
  - d. Meetings: Regular, not less than 8 times per year
11. Administrative rules waived: None.
12. Additional school specific standards used to assess School Achievement in the Charter School Accountability Framework:

Measure	Metric	Targets			
		Exceeds	Meets	Does Not Meet	Falls Far Below
Mission Specific: Students will achieve beginning of year PL Plan goals by the end of the school year.	% of students who can articulate their PL Plan goals and progress.	100%	80-99%	60-79%	<60%

Measure	Metric	Targets			
		Exceeds	Meets	Does Not Meet	Falls Far Below
Mission Specific: Students will achieve beginning of year PL Plan goals by the end of the school year.	% of students achieving PL Plan Goals.	80%	70-79%	60-69%	<60%
Relative Academic Performance: Students 4-6 showing growth on state-mandated assessments (i.e. RISE)	Growth in language arts and math will be higher than the surrounding district schools in 3- mile radius	Average MGP for language arts and math will be at least 10 points higher	Average MGP for language arts and math will be 6 – 9.9 points higher	Average MGP for language arts and math will be 1 – 5.9 points higher than MGP	Average MGP for language arts and math will be less than 1 point higher than MGP
Student Academic Gain: Growth on end of year (EOY) reading assessment using composite score (i.e. Acadience)	% of K-3 students at benchmark on EOY state reading assessment	20% increase between % at benchmark BOY and % at benchmark EOY or at least 90% at benchmark	15% - 19.9% increase between % at benchmark BOY and % at benchmark EOY or 80%-89% at benchmark	10% - 14.9% increase between % at benchmark BOY and % at benchmark EOY or 60%-79% at benchmark	Less than 10% increase between % at benchmark BOY and % at benchmark EOY or less than 60% at benchmark

13. State Accountability: As defined by statute and implemented by the Utah State Board of Education by rule or Federal plan.

14. Student Engagement, Financial, and Governance Measures: Defined by the SCSB, as required by rule and statute. School will be held to the approved Charter School Accountability Framework (subject to update and revision).

# Bridge Elementary Board of Directors Meeting



**Date:** Monday, April 22, 2019

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

**Board Members Present:** Lani Rounds, Matthew Mouritsen (teleconference), Howard Stephenson (teleconference), Keri Toponce, Debbie Nelson

**Others Present:** Brandon Fairbanks, Trent Brown, Kara Finley, Kelsey Richardson

*The mission of Bridge Elementary is to provide students with a personalized learning experience and empower them to take personal ownership and accountability for their own academic performance.*

## MINUTES

### CALL TO ORDER

- Lani Rounds called the board meeting to order at 11:04 AM.

### CONSENT ITEMS

- **March 20, 2019 Board Meeting Minutes**  
*Matthew Mouritsen made a motion to approve the March 20, 2019 Board Meeting Minutes; Keri Toponce seconded. Motion passed unanimously. Debbie Nelson arrived at 11:05 AM.*

### PUBLIC COMMENT

- No public comments.

### CLOSED SESSION

- *Keri Toponce made a motion to enter a closed session to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(I)(a) to be held in the conference room at 290 N. Flint Street in Kaysville; Debbie Nelson seconded. Motion passed, the votes were as follows:*
  - *Lani Rounds – AYE*
  - *Keri Toponce – AYE*
  - *Debbie Nelson – AYE*
  - *Matthew Mouritsen – AYE*
  - *Howard Stephenson – ABSENT*Entered closed session at 11:06 AM.  
Howard Stephenson was absent from 11:06 AM to 11:08 AM.
- *Keri Toponce made a motion to adjourn the closed session; Matthew Mouritsen seconded. Motion passed unanimously, the votes were as follows:*
  - *Lani Rounds – AYE*

- *Keri Toponce – AYE*
- *Debbie Nelson – AYE*
- *Matthew Mouritsen – AYE*
- *Howard Stephenson – AYE*

Adjourned closed session at 11:13 AM.

## COMMITTEE REPORTS

- **Audit and Finance Committee**

The Revolving Loan Committee will be meeting next week to review the application and Lani Rounds will be attending along with an accountant.

- **Curriculum Committee**

The curriculum committee is in the process of reviewing curriculum options and will be visiting schools to see the curriculum in action. The board discussed the benefits of using one vendor for multiple programs for the ease of faculty. The committee would also like to see the set up process in the fall. The process of moving student's through the standards at his or her own pace was considered. The board is also looking at piloting CMS options.

- **Marketing and Outreach Committee**

Facebook ads are running and social media platforms have been created.

- **Facilities Committee**

The committee has vetted developers and has narrowed it down to two options based on build standards. The recommendation is to move forward with the SHED Development group and allow the facilities committee to move forward with researching available properties. The process of finding property, designing the building and potential footprint, and getting the estimated cost was discussed. The facilities committee will move forward with meeting with the recommended developer.

## BOARD BUSINESS

- **Charter Agreement and Exhibit A**

The State Charter School Board has approved the Charter Agreement and Exhibit A and no changes were made to Exhibit A since the last board meeting. *Keri Toponce made a motion to approve the Charter Agreement and Exhibit A; Debbie Nelson seconded. Motion passed unanimously.*

- **Policies**

The Cash Handling Policy outlines internal controls on receiving money.

The Conflict of Interest Policy includes procedures on providing transparency and how to address potential conflict. The duty to disclose by board members and the board's ability to evaluate the conflict was considered.

Howard Stephenson disclosed a potential conflict of interest in contracting with AISU, Imaging Learning, and Waterford.

The Electronic Meetings Policy sets forth the procedures for conducting electronic board meetings.

The Procurement Policy explains that the school will follow the Utah Procurement Code and the gathering of competitive quotes based on purchase amounts.

The Purchasing and Disbursement Policy outlines purchasing limits and controls.

The purchasing amounts were recommended to allow the Director to approve purchases up to \$5,000, the Director and either the Board President or Financial Coordinator to approve up to \$10,000, the Director and the both the Board President and Financial Coordinator to approve up to \$15,000, and full board approval required above \$15,000.

*Debbie Nelson made a motion to approve the Cash Handling Policy, the Conflict of Interest Policy, the Electronic Meetings Policy, and the Procurement Policy; Keri Toponce seconded. Motion passed unanimously.*

*Keri Toponce made a motion to approve the Purchasing and Disbursement Policy with the updated purchasing limits to allow the Director to approve purchases up to \$5,000, the Director and either the Board President or Financial Coordinator to approve up to \$10,000, the Director and the both the Board President and Financial Coordinator to approve up to \$15,000, and full board approval required above \$15,000; Debbie Nelson seconded. Motion passed unanimously.*

- **Administrative Structure**

The suggested structure is to have the board hire a Start-up Coordinator in September 2019, the Lead Secretary and Curriculum Developer start in January 2020, and have the Academic Director start July 1, 2020. The board would hire the Academic Director and then allow the Academic Director to hire the school staff and faculty.

- **Full Day Kindergarten**

It is proposed to build full day kindergarten into the budget. The school will also consider applying for grants and additional funding. The schools local to where Bridge Elementary is considering being located hold full day kindergarten.

*Keri Toponce made a motion to approve the full day kindergarten program; Debbie Nelson seconded. Motion passed unanimously.*

- **Post-Approval Checklist**

The checklist was reviewed and the board is still waiting to get a school number from the USBE staff to move forward with the last few items on the checklist.

## **CALENDARING**

- **Pre-Operational Trainings**

The recent training on compliance was appraised. Keri Toponce, Lani Rounds, and Howard Stephenson will attend the special education training on May 21, 2019. The board culture training will be held on May 18, 2019 and Lani Rounds and Keri Toponce will attend.

- **Board Meeting Scheduling**

The next meeting will be scheduled based on board availability. The board will consider setting a standard meeting schedule for the 2019-2020 school year. The TED Talks Audacious Project awarded Waterford grant funds and it was recommended the board meet with a district representative and attend Waterford testing meetings. The timeline for hiring the Academic Director / Start-up Coordinator was discussed.

## **ADJOURN**

- *Keri Toponce made a motion to adjourn the board meeting; Debbie Toponce seconded. Motion passed unanimously.*  
Board meeting adjourned at 12:14 PM.

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**Bridge Elementary  
Board of Directors Closed Session**

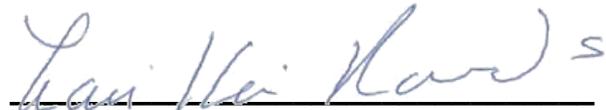


**Date:** Monday, April 22, 2019  
**Location:** 290 N. Flint Street, Kaysville, UT 84037

*The mission of Bridge Elementary is to provide students with a personalized learning experience and empower them to take personal ownership and accountability for their own academic performance.*

**AFFIDAVIT**

This Closed Session was held to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(1)(a).

  
\_\_\_\_\_  
Lani Rounds, Board President

April 22, 2019  
Date

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