

Charter Authorization & Agreement

Pursuant to Utah Code 53G-5-305, the Cache Board of Education (Cache Board), grants the applicant, InTech Collegiate Academy Governing Board (InTech Board) a charter to operate InTech Collegiate Academy (formerly InTech Collegiate High School), a public charter school (InTech, or the School) subject to the requirements/authorizations set forth in this Charter Agreement.

Representation/Condition 1: School Mission

The mission of InTech Collegiate Academy shall be:

Expand the base of talent entering college and STEM (Science, Technology, and Engineering & Math) careers by providing:

- ***Outreach to Groups Traditionally Under-Represented in College and/or STEM Careers***
- ***Early College and College Preparatory Programs***
- ***STEM-Focused Curricular and Extracurricular Programs***

Representation/Condition 2: School Purpose

Pursuant to Utah Code 53G-5-104, the purpose(s) of the School is/are:

- 1) Improvement of student learning**
- 2) Use of innovative teaching methods**

- InTech will leverage the Early College High School model (with a STEM emphasis) as an instructional innovation to enhance and accelerate student learning. The School will use the following documents as guides in the design and implementation of its programs:
 - Early College Core Principles (Appendix 1)
 - Early College Design Principles (Appendix 2)
 - New Century High School Concept Paper (Appendix 3)
- Consistent with USBE rules related to learner validated enrollment, InTech may leverage online or remote learning for individual terms, courses, days, or class periods.

In line with its early college mission, InTech Collegiate Academy shall either:

- 1) Demonstrate a consistent pattern of high student achievement as measured by:
 - a. Number of college credits earned per student
 - b. Scores on college entrance exams
 - c. Pass rates on state testing
 - d. Growth rates on state testing
 - e. Placement/listing on state/national academic rankings; or
- 2) Demonstrate good faith efforts in executing a plan that is reasonably calculated to attain a consistent pattern of high student achievement.

In line with its STEM mission, InTech Collegiate Academy shall either:

- 1) Demonstrate a consistent pattern of student accomplishment in STEM as measured by:
 - a. Breadth of STEM-related accomplishments and recognitions
 - b. Prestige of STEM-related accomplishments and recognitions
 - c. STEM accomplishments of students from traditionally under-represented groups; or
- 2) Demonstrate good faith efforts in executing a plan that is reasonably calculated to attain a pattern of student accomplishment in STEM.

In line with its outreach mission (to groups traditionally under-represented), InTech Collegiate Academy shall either:

- 1) Demonstrate a consistent pattern of under-represented student participation and accomplishment in advanced coursework or STEM as measured by:
 - a. Participation of traditionally under-represented students in advanced coursework
 - b. Participation of traditionally under-represented students in STEM programs
 - c. Achievement of traditionally under-represented students in advanced coursework
 - d. Achievement of traditionally under-represented students in STEM programs; or
- 2) Demonstrate good faith efforts in executing a plan that is reasonably calculated to attain a pattern of under-represented student participation and accomplishment in advanced coursework or STEM.

Representation/Condition 4: Minimum Standards for Student Enrollment

In line with its outreach mission (to groups traditionally under-represented), InTech Collegiate Academy shall either:

- 1) Maintain a distribution of students that is statistically similar to the School's "market" for each of the following traditionally under-represented groups:
 - a. Students from low-income backgrounds
 - b. Racial/ethnic minorities
 - c. Females; or
- 2) Demonstrate good faith efforts in executing a plan that is reasonably calculated to attract/retain students from the identified traditionally under-represented groups in numbers that are statistically similar to the School's market.

Representation/Condition 5: Grade Levels and Number of Students Served

Beginning in the 2006-07 school year, InTech is authorized to serve up to 300 students in grades 9-12.

Beginning in the 2018-19 school year, InTech is authorized to serve up to 500 students in grades 6-12.

Representation/Condition 6: School Opening Date and Location

InTech opened in the Fall of 2006 and has operated continuously since that time under a Cache Board authorized Charter Agreement. No interruption of operations is anticipated by the completion of the current Charter Agreement.

The School shall continue to be located within the Cache County.

Except as required by law or this agreement, the InTech Board shall be independent from the Cache Board.

The following governance structure shall be incorporated into the InTech Collegiate Academy Governing Board Bylaws (Appendix 4). Any proposed changes to the Bylaws affecting the following requires Cache Board approval.

- 1) The InTech Collegiate Academy Governing Board shall be comprised of seven (7) members.
- 2) Appointments made in filling a vacancy (both mid-term and at term expiration) shall be made as follows:
 - One (1) board member shall be appointed by the USU Dean of the College of Education and Human Services.
 - One (1) board member shall be appointed by the Cache Board Chair.
 - One (1) board member shall be appointed by the BTECH President.
 - Two (2) board members shall be elected from and by current InTech parents at the time of a scheduled election.
 - Two (2) board members shall be appointed by InTech Board from industry or from the administrations/faculties of partner organizations.
- 3) Parent governing board members will serve two year terms and may be re-elected as long as they are eligible for membership.
 - Parent members may serve full terms, regardless of whether they continue to have a student at the school for the entirety of the term.
 - The governing board shall appoint a parent to fill mid-term vacancies.
- 4) Non-parent governing board members will serve three-year terms and may be reappointed for additional terms.
 - In the event of a mid-term vacancy, a replacement board member shall be appointed for the remainder of the term by the same individual/entity authorized to make the initial appointment.
 - Should any appointing body not appoint its allotted board member within four months of a vacancy, the existing members of the InTech Governing Board may appoint board members for the remainder of the appointment term.
 - from the administrations/faculties of partner organizations to fill a vacancy appointment of their respective organization
 - from an industry/profession for which InTech has a current need of expertise

Representation/Condition 8: Governing Board Assurances

By entering into this agreement, the InTech Board provides assurance that it shall comply with:

- The InTech Collegiate Academy Governing Board Bylaws (Appendix 4)
- The InTech Collegiate Academy Articles of Incorporation (Appendix 5)
- Applicable Federal Law
- Applicable State Law
- Applicable Utah State Board of Education Rules
- Reporting requirements described in Utah Code and Rule

By entering into this agreement, the InTech Board provides assurance that, none of the following is/are liable for debts or financial obligations of the School or the InTech Board:

- Cache Board
- Cache County School District
- The State of Utah, or any agency thereof, except as provided by Utah Code 53G-5-6 "Charter School Credit Enhancement Program".

Representation/Condition 9: Waivers of State Board of Education Rules

The InTech Board is authorized to pursue waivers from Utah State Board of Education rules not in conflict with the School's mission/purpose.

- Current InTech waivers of USBE rules (Appendix 6)

Representation/Condition 10: Minimum Financial Standards

- 1) InTech's annual audit shall have no unresolved material findings, financial condition findings or repeated significant findings.
- 2) InTech shall maintain 30 days of cash-on-hand or any larger amount of cash reserves required by bond covenants.

Representation/Condition 11: Authorizer Oversight

As the authorizer of this charter agreement, the Cache Board:

- 1) Shall annually review and evaluate InTech's performance and hold the School accountable for its performance;
- 2) Shall monitor InTech for compliance with federal and state laws, rules, and regulations;
- 3) Shall provide technical support to InTech to assist the School and the InTech Board in understanding and performing their charter obligations;
- 4) Shall notify the InTech Board of any deficiencies and provide the InTech Board with a reasonable time to remedy the deficiency according to the provisions of Utah Code 53G-1a-501;
- 5) May take action pursuant Utah Code 53G-1a-501 and 53G-5-503, to hold InTech or the InTech Board accountable for failure to remedy deficiencies within a reasonable time.

Operation of the Contract

1) Commencement

This Charter 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 each school year beginning thereafter, unless it is terminated by either the Cache Board or the InTech Board.

2) Supersession

This Charter Agreement supersedes all provisions of the previous Charter School Agreement between the Cache Board of Education and the InTech Collegiate Academy Governing Board.

3) Amendment

This Charter Agreement may not be modified except by mutual agreement between the Cache Board of Education and the InTech Collegiate Academy Governing Board. Any such amendment must be made in writing and signed by the appropriate representatives of the Cache Board and the InTech Board.

4) Assignment

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

5) Termination of Charter

Subject to Utah Code 53G-5-501 and 53G-5-503, the Cache Board may terminate this Charter on any of the following grounds:

- Failure of InTech or the InTech Board to meet the requirements stated in this Charter Agreement;
- Failure of the InTech Board to meet generally accepted standards of fiscal management;
- Violation of law committed by InTech or the InTech Board;
- Failure to meet the requirements for student performance under state or federal law;
- Other good causes demonstrated.

The InTech Board may terminate this Charter after the end of any school year with or without cause, provided that notice is received by the Cache Board at least 60 days prior to the termination.

6) Indemnity

The InTech Board agrees to indemnify and hold harmless the Utah State Office of Education, Utah State Board of Education, Utah State Charter School Board, Cache Board of Education and other 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.

7) 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 Charter Agreement. No officers, employees, agents, or subcontractors of the School shall be considered officers, employees, agents, or subcontractors of the Cache Board.

8) Notice

Any notice the InTech Board or School is required or permitted to submit under this Charter Agreement shall be delivered to Cache County School District Superintendent.

9) 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.

To the extent any portion of the 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 InTech Board is able to change their Articles of Incorporation and/or Bylaws to comply with such applicable law or court ruling.

10) Non-Endorsement

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

11) Legislative Action

This Agreement and any amendments/renewals thereto 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, this Charter Agreement is null and void.

For the InTech Collegiate Academy Governing Board

(InTech Board Chair)

(Signature of InTech Board Chair)

Date

For the Cache Board of Education

(Cache Board President)

(Signature of Cache Board President)

Date