

**WEBER STATE UNIVERSITY  
AND  
WSU CHARTER ACADEMY  
COOPERATIVE AGREEMENT**

This Cooperative Agreement ("**Agreement**") is entered into as of February 27, 2013 between Weber State University ("**University**"), a public institution of higher education in the State of Utah, and WSU Charter Academy, a Utah nonprofit corporation ("**Charter Academy**"). University and Charter Academy are sometimes referred to individually as a "Party" or collectively as the "Parties."

**BACKGROUND**

- A. Charter Academy was organized to create and manage a charter elementary school (the "**School**").
- B. University will be benefited by the operation of Charter Academy, inasmuch as students of the University may obtain training at Charter Academy and professors and students at the University may do research relating to the School.
- C. University will provide certain resources and services to Charter Academy, in furtherance of the missions of both entities.
- D. University and Charter Academy have agreed to cooperate in furthering their missions and purposes, upon the terms set forth herein.

**AGREEMENT**

1. **Services Provided by Charter Academy.**

- a. **Types of Services.** Charter Academy will provide the following services: (i) collaborate with University in providing training for student teachers at Charter Academy; (ii) provide opportunities for University professors and students to do research relating to the School.
- b. **Payment for Services.** The services will be provided without charge, inasmuch as training of teachers and research relating to the School will provide benefits to Charter Academy, as well as University.
- c. **Specifics of Services.** The specifics of the services provided by University to Charter Academy will be agreed upon between the Parties on a case-by-case basis.

2. **Services Provided by University.**

- a. **Types of Services.** University will provide the following services: (i) accounting; (ii) legal; (iii) identifying space for Charter Academy activities; (iv) Human

Resources and Payroll; (v) such other services as are mutually agreed upon between University and Charter Academy.

b. Payment for Services. University and Charter Academy will agree upon a schedule of charges for services, which may be modified from time to time.

c. Specifics of Services. The specifics of the services provided by University to Charter Academy will be agreed upon between the Parties on a case-by-case basis. See Schedule A.

3. Resolution of Disputes. Representatives of University and Charter Academy will meet to resolve any disputes between the entities. Any dispute that cannot be resolved by such representatives will be submitted to the President of University for resolution, whose decision shall be final.

4. Status of University and Charter Academy as Governmental Entities. Both University and Charter Academy are governmental entities and, as such are subject to and will comply with all state statutes and regulations applicable to governmental entities, including but not limited to procurement, records management, and governmental immunity provisions. University and Charter Academy will comply, in fulfilling all services referenced by or contemplated by this Agreement, with all applicable state, federal, and local rules and regulations.

5. Use of University Name and Trademarks. Charter Academy agrees that it will not use the University name or trademarks for any purposes without the prior written consent of University, which may be withheld at the sole option of University.

6. Miscellaneous.

a. Applicable Law. This Agreement and the rights of the Parties hereunder shall be governed in all respects in accordance with the laws of the State of Utah, without regard to choice of law principles. The Parties agree that the courts of the State of Utah shall have exclusive jurisdiction over all disputes relating to this Agreement, and that venue is proper in state and federal courts located in Weber or Salt Lake County, Utah.

b. Successors. This Agreement shall inure to the benefit of, be binding upon, and be enforceable by and against the Parties hereto, their heirs, executors, administrators, successors and assigns.

c. Entire Agreement. This Agreement, together with exhibits and rules and regulations represented herein, constitute the entire agreement relating to the subject matter hereof among the Parties hereto. Each Party acknowledges that no representation, inducement, promise or agreement has been made, orally or otherwise, by any other Party, or anyone acting on behalf of any other Party, unless such representation, inducement, promise or agreement is embodied in this Agreement expressly or by incorporation.

d. Amendments and Waivers. This Agreement may not be amended and compliance with any provision of this Agreement may not be waived except in a writing signed by all of the Parties hereto.

e. Severability. If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect.

f. Third Party Beneficiaries. The obligations of each Party under this Agreement shall inure solely to the benefit of the other Party, and no other person or entity shall be a third party beneficiary of this Agreement.

g. Notices. Any official notice or other communication required to be made or given under this Agreement, shall be in writing and shall be deemed to have been received by the Party to whom it is addressed: (i) on the date indicated on the certified mail return receipt sent by certified mail return receipt requested; (ii) on the date actually received if hand delivered or transmitted by telefax (receipt of which is confirmed to sender); (iii) three business days after such notice was deposited in the United States Mail postage prepaid; or (iv) one business day after such notice was delivered to an overnight delivery service, addressed, delivered or transmitted in each case to the contact addresses set forth in Section 1. Notices shall be sent to the addresses designated next to each Party's signature. A Party's address for notice may be changed from time-to-time by written notice given to each of the other Parties in accordance with this Section.

WEBER STATE UNIVERSITY

By: Jack L. Rasmussen  
Jack L. Rasmussen, Ph.D.

Its: Dean  
Dean, Moyes College of Education

Address:

1302 University Circle  
Ogden, UT 84408-1302

WSU CHARTER ACADEMY, a Utah  
nonprofit corporation

By: Chloe D. Merrill  
Chloe D. Merrill, Ph.D.

Its: Board Chair  
Board Chair, WSU Charter Academy

Address:

1305 University Circle  
Ogden, UT 84408-1305



Brooke A. Hogsensen

### **Schedule A**

#### Specifics of Services to be Provided by University and Charges

In accordance with the terms of the Agreement, University will provide certain mutually agreed upon services to Charter Academy on a case-by-case basis as reflected by the following schedule:

Accounting	\$ 3,000.00/year
Legal	\$ 1,200.00/year
Space	\$ 3,600.00/year
MSLCS - playground rental	\$ 2,000.00/year
MSLCS -Teacher and Assistant salary/benefits for added before/after care – to be based on number of students and time period	Not to exceed \$8,000.00/year in salary/benefits
Other	\$ 1,000.00/year

**AMENDMENT TO  
CHARTER ACADEMY/SCHOOL AGREEMENT**

1. Weber State University Charter Academy (hereinafter "Academy/School") is a charter school in the State of Utah chartered by Weber State University (hereinafter "WSU"). Academy/School operates under an Agreement with WSU.
2. Academy/School and WSU agree to amend the Charter Academy/School Agreement as to the number and composition of the Board of Directors of Academy/School.
3. The Board of Directors shall consist of five (5) members to be chosen as follows:

Three directors shall be appointed from Weber State University faculty or administration based on areas of expertise, interest, and willingness to contribute to the Charter Academy.

One director shall be a parent with a child attending the Weber State Charter Academy.

One director shall be appointed from the University community or surrounding community.

4. To the extent possible the director positions shall be filled from the existing directors to assure a mix of new and old directors on the Board every year. Weber State University faculty or administration, and Weber State University community or surrounding community directors will fulfill three-year terms with the possibility of a second three-year term. The parent member will fulfill a one-year term with the possibility of a one-year extension.
5. The Parties agree that associated documents, such as the Articles of Incorporation and Bylaws, will be amended by Academy/School consistent with this Amendment and submitted to the appropriate governing bodies as necessary.
6. This Amendment will take effect upon signing.
7. Except as changed by this Amendment, the provisions of the Charter Academy/School Agreement remain in effect.

For the Charter Academy/School Board of Directors:

Sheila Anderson  
Sheila Anderson, Chair

10/11/2016  
Date

For Weber State University:

Charles A. Wight  
Charles A. Wight, President

10/11/2016  
Date

## SECOND AMENDMENT TO CHARTER ACADEMY/SCHOOL AGREEMENT

1. Weber State University Charter Academy (hereinafter "Academy/School") is a charter school in the State of Utah chartered by Weber State University (hereinafter "WSU"). Academy/School operates under an Agreement with WSU.
2. Academy/School and WSU agree to amend the Charter Academy/School Agreement regarding the Admission Procedures as set forth in the Application and Charter Agreement. The Admission Procedures in the Application are amended to add the following preference:

After the preferences for students associated with Weber State University Charter Academy (preferences First – Fourth), students wait listed for Kindergarten at the DaVinci Academy charter school will be given second priority for admission to Weber State University Charter Academy.

3. The Parties agree that to the extent necessary associated documents, such as the Articles of Incorporation and Bylaws, will be amended by Academy/School consistent with this Amendment and submitted to the appropriate governing bodies as necessary.
4. This Amendment will take effect upon signing.
5. Except as changed by this Amendment, the provisions of the Charter Academy/School Agreement remain in effect.

For the Charter Academy/School Board of Directors:

  
Sheila Anderson, Chair

3/30/2017  
Date

For Weber State University:

  
Brad Mortensen, President

8/22/2019  
Date