# STATEMENT OF ASSURANCES

This Statement of Assurances must be signed by a duly authorized representative of the charter school.

As the duly authorized representative of the charter public school (the school), I hereby certify under the penalty of perjury that all information and statements submitted for or on behalf of: **(Name of School)** are accurate and true to the best of my knowledge and belief; and further, I certify and assure that:

1. The School shall have a fully independent governing board that will exercise autonomy in all matters, to the extent authorized by chapter 28A.710 RCW, in such areas as budget, personnel and educational programs;

2. The School is either a public benefit nonprofit corporation as defined in RCW 24.03.490, or a nonprofit corporation as defined in RCW 24.03.005 that has applied for tax exempt status under section 501(c)(3) of the internal revenue code of 1986 (26 U.S.C. Sec. 501(c)(3)), shall not be a sectarian or religious organization, shall meet all of the requirements for a public benefit nonprofit corporation before receiving any funding under RCW 28A.710.220, shall be governed by an independent governing board, and shall be operated according to the terms of a charter contract executed with the Washington State Charter School Commission;

3. The School shall function as a local education agency under applicable federal laws and regulations, shall be responsible for meeting, and shall meet the requirements of local education agencies and public schools under those federal laws and regulations, including but not limited to:

a. Compliance with the individuals with disabilities education improvement act (IDEA,

20 U.S.C. Sec. 1401 et seq.);

b. Compliance with the federal educational rights and privacy act (FERPA, 20 U.S.C. Sec. 1232g);

c. Compliance with the elementary and secondary education act (ESEA, 20 U.S.C. Sec.

6301 et seq.);

d. Compliance with requirements that ensure a student’s records, and, if applicable, a student’s individualized education program, will follow the student, in accordance with applicable federal and state law;

e. Compliance with the Every Child Succeeds Act and the No Child Left Behind Act, to the extent that NCLS provisions remain active, including but not limited to, provisions on school prayer, the Boy Scouts of America Equal Access Act, the Armed Forces Recruiter Access to Students and Student Recruiting Information, the Unsafe School Choice Option and assessments;

f. Compliance with Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681);

g. Compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794*)*; and

h. Compliance with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §

12101).

i. McKinney-Vento homeless assistance act of 1987 (42 U.S.C. Sec. 11431 et seq.

4. The School shall hire, manage, and discharge any charter school employee in accordance with the terms of Chapter 28A.710 RCW and the school's charter contract;

5. The School shall receive and disburse funds solely in accordance with the purposes of the charter school;

6. To the extent it enters into contracts with any school district, educational service district, or other public or private entity for the provision of real property, equipment, goods, supplies, and services, including educational instructional services and including for the management and operation of the charter school, the School shall do so to the same extent as other non-charter public schools, as long as the School’s board maintains oversight authority over the charter school;

7. The School shall not enter into any contracts for management operation of the charter school except with nonprofit organizations;

8. To the extent it enters into contracts with other entities regarding real property, the School shall include provisions regarding the disposition of the property if the charter school fails to open as planned or closes, or if the charter contract is revoked or not renewed;

9. To the extent it issues secured and unsecured debt, including pledging, assigning, or encumbering its assets to be used as collateral for loans or extensions of credit to manage cash flow, improve operations, or finance the acquisition of real property or equipment, the School shall not pledge, assign, or encumber any public funds received or to be received pursuant to RCW 28A.710.220;

10. The School shall ensure that no debt incurred by the School is a general, special, or moral obligation of the state or any other political subdivision or agency of the state;

11. The School shall not pledge either the full faith and credit or the taxing power of the state or any political subdivision or agency of the state for the payment of the debt;

12. To the extent it solicits, accepts, and administers for the benefit of the charter school and its students, gifts, grants, and donations from individuals or public or private entities, the School shall not solicit, accept, and administer any such gifts, grants or donations from sectarian or religious organizations and shall not accept any gifts or donations the conditions of which violate Chapter 28A.710 RCW or any other state laws;

13. The School shall issue diplomas to students who meet state high school graduation requirements established under RCW 28A.230.090 even though the charter school board may establish additional graduation requirements;

14. The School shall not levy taxes or issue tax-backed bonds and shall not acquire or attempt to acquire property by eminent domain;

15. The School shall operate according to the terms of its charter contract and the provisions of Chapter 28A.710 RCW;

16. The School shall comply with local, state, and federal health, safety, parents' rights, civil rights, and nondiscrimination laws applicable to school districts and to the same extent as school districts, including but not limited to chapter 28A.642 RCW (discrimination prohibition), chapter 28A.640 RCW (sexual equality), RCW 28A.605.030 (student education records, RCW 28A.320.125 (safe school plans), and chapter 28A.210 RCW (health and screening requirements);

17. The School shall provide basic education, as provided in RCW 28A.150.210, including instruction in the essential academic learning requirements and shall participate in the statewide student assessment system as developed under RCW 28A.655.070 and in accordance with the requirements of chapter 28A.710 RCW;

18. The School shall employ certificated instructional staff as required in RCW 28A.410.025, provided that the Schools may hire non-certificated instructional staff of unusual competence and in exceptional cases as specified in RCW 28A.150.203 (7);

19. The School shall comply with the employee record check requirements in

RCW 28A.400.303;

20. The School shall adhere to generally accepted accounting principles and be subject to financial examinations and audits as determined by the state auditor, including annual audits for legal and fiscal compliance;

21. The School shall comply with the annual performance report under RCW 28A.655.110;

22. The School shall be subject to the performance improvement goals adopted by the state board of education under RCW 28A.305.130;

23. The School shall comply with the open public meetings act in chapter 42.30 RCW and public records requirements in chapter 42.56 RCW;

24. The School shall be subject to and comply with all legislation governing the operation and management of charter schools;

25. The School shall comply with all state statutes and rules made applicable to the charter school in the school's charter contract;

26. The School shall not engage in any sectarian practices in its education program, admissions or employment policies, or operations;

27. The School shall be subject to the supervision of the superintendent of public instruction and the state board of education, including accountability measures, to the same extent as other public schools, except as otherwise expressly provided by law;

28. The School shall not limit admission on any basis other than age group, grade level, or capacity and must enroll all students who apply within these bases and shall be open to any student regardless of his or her location of residence;

29. The School shall not charge tuition, but may charge fees for participation in optional extracurricular events and activities in the same manner and to the same extent as do other public schools;

30. If capacity is insufficient to enroll all students who apply to the charter school, the School must select students through a lottery to ensure fairness, however, the School must give an enrollment preference to siblings of already enrolled students;

31. The School’s Board shall annually determine the capacity of the School in consultation with the Commission and with consideration of the School's ability to facilitate the academic success of its students, achieve the objectives specified in the charter contract, and assure that its student enrollment does not exceed the capacity of its facility;

32. The School shall comply with all health and safety laws, rules and regulations of the federal, state, county, region, or community that may apply to its facilities and property;

33. The School has disclosed any real, potential or perceived conflicts of interest that could impact the approval or operation of the School;

34. The School shall meet any reasonable preopening and/or reopening requirements or conditions imposed by the Commission, including but not limited to requirements or conditions to monitor the start-up progress of the School and to ensure that the School is prepared to open smoothly on the date agreed, and to ensure that the School meets all building, health, safety, insurance, and other legal requirements for school opening;

35. The School shall comply with, and fully participate in, any activity by the Commission that the Commission deems necessary for it to monitor, engage in oversight, and/or engage in corrective action pursuant to RCW 28A.710.180;

36. The School shall comply with any corrective actions or sanctions imposed upon it by the

Commission pursuant to Chapter 28A.710 RCW;

37. The School shall comply with all renewal and nonrenewal actions required of it by the

Commission or by law, including but not limited to the requirements imposed by RCW

28A.710.190 and .200;

38. The School shall comply with any nonrenewal of termination actions imposed by the

Commission pursuant to Chapter 28A.710 RCW and duly adopted rules of the Commission;

39. The School shall report student enrollment in the same manner and based on the same definitions of enrolled students and annual average full-time equivalent enrollment as other public schools;

40. The School shall comply with applicable reporting requirements to receive state or federal funding that is allocated based on student characteristics;

41. The School shall, at all times, maintain all necessary and appropriate insurance coverage;

42. The School shall indemnify and hold harmless the Commission and its officers, directors, agents and employees, and any successors and assigns from any and all liability, cause of action, or other injury or damage in any way relating to the School or its operation;

43. The School has not been assisted by any current or former employee of the state of Washington whose duties relate or did relate to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, the School has described them in full detail on a separate page attached to this document.

44. The School will notify families of current and prospective students of any ongoing litigation challenging the constitutionality of charter schools or that may require charter schools to cease operations through web site postings and written notice with signed acknowledgement of receipt.

45. Board members will complete the financial affairs statement disclosures as required by law and address any conflicts identified by such disclosure.

46. All of the information submitted in the Application is true, correct, complete, and in compliance with Chapter 28A.710 RCW as well as Chapters 108-10 and 108-20 WAC.

47. All of the information contained in the Application reflects the original work of the applicant; no portion of the application was copied or plagiarized.

48. These assurances are made by the Board through its duly authorized representative. The Board has reviewed and discussed these assurances and passed a motion affirming current and future compliance with these assurances.

NAME OF SCHOOL

SIGNATURE OF DULY AUTHORIZED REPRESENTATIVE DATE

NAME OF DULY AUTHORIZED REPRESENTATIVE