

Washington State Charter School Commission

# 2016 CHARTER SCHOOL CONTRACT

Issue Date: April 20, 2016 Transfer Date: May 12, 2017 (Date of Execution)

Updated: May 11, 2017

**CHARTER SCHOOL CONTRACT**  
**FOR THE OPERATION OF GREEN DOT EXCEL PUBLIC CHARTER SCHOOL**

**PARTIES:**

**WASHINGTON STATE CHARTER SCHOOL COMMISSION**

**GREEN DOT PUBLIC SCHOOLS WASHINGTON STATE;**

**UBI NUMBER: 603-349-022;**

**EIN NUMBER: 46-4128856**

**CONTRACT NUMBER: CSC-14-01**

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## **PARTIES**

This agreement is executed on this 11<sup>th</sup> day of May 2017 by and between the Washington State Charter School Commission (the “Commission”), an agency of the State of Washington whose mission is to authorize high quality charter public schools throughout the state, and to ensure the highest standards of accountability and oversight for charter schools, and Green Dot Public Schools Washington (“Applicant”), a qualified public benefit nonprofit corporation.

## RECITALS

WHEREAS, pursuant to chapter 28A.710 RCW, the Charter Schools Act, the people of the state of Washington provided for the establishment of charter public schools in the state of Washington; and

WHEREAS, on November 22, 2013, Excel Public Charter School non-profit corporation submitted an application to open and operate a charter school referred to as Excel Public Charter School, which was approved subject to conditions outlined in Resolution #14-05A; and

WHEREAS, on February 5, 2014, the State Board of Education certified that approval of the application is in compliance with the maximum limit on the number of charter schools allowed under RCW 28A.710.150 resulting in the subsequent execution of a charter contract between the Commission and Excel Public Charter School that was subsequently rendered invalid by Supreme Court ruling; and

WHEREAS, the parties executed a new charter contract same terms and duration or substantially the same terms and duration as were in effect on December 1, 2015, as authorized by the revised Charter Schools Act; and

WHEREAS, on March 10, 2017 the Washington State Board of Education approved Excel Public Charter School non-profit corporation petition to transfer its charter contract to Green Dot Public Schools Washington State; and

WHEREAS, on April 20, 2017 the Commission approved the transfer of Excel Public Charter School non-profit corporation's request to transfer its charter contract to Green Dot Public Schools Washington State; and

NOW THEREFORE, in consideration of the mutual promises and other consideration recited in this agreement, the Parties agree to the Terms and Conditions of this Contract.

## **ARTICLE I: PURPOSE, TERM AND CONDITIONS PRECEDENT**

### **Section 1.1 Purpose**

This Contract outlines the roles, powers, responsibilities, and performance expectations governing Applicant's establishment and operation of Green Dot Excel Public Charter School, (the "School"), a public school. Applicant must comply with all of the terms and provisions of this Charter School Contract ("Contract") and all applicable rules, regulations and laws.

### **Section 1.2 Term of Contract**

This Contract is effective August 20, 2016, and will remain in full force and effect through August 20, 2021, unless sooner revoked or terminated as provided herein. The transfer of this agreement and all obligations associated therewith to Green Dot is effective July 1, 2017. Funding under this agreement shall not commence until the Pre-Opening Conditions (Attachment 1: Pre-Opening Process and Conditions) have been completed to the satisfaction of the Commission, and the school begins to operate.

### **Section 1.3 Pre-Opening Conditions**

The School shall meet all of the Pre-Opening Conditions identified in Attachment 1: Pre-Opening Process and Conditions by the dates specified. Satisfaction of all Pre-Opening Conditions is a condition precedent to the formation of a contract. The Commission may waive or modify the conditions contained in the Pre-Opening Conditions or may grant the School an additional planning year upon good cause shown. If the School requires a delay of more than one year, it must request an extension from the Commission in writing by July 1, 2018.

## ARTICLE II: DEFINITIONS

For the purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever capitalized, shall have the meaning set forth in this section:

**“Applicant”** means, in addition to the definition set forth in the Charter Schools Act, the qualified non-profit corporation that submitted the Application that was approved by the Commission and is subject to this Contract. For purposes of this Contract the School, School Board, Charter School Board, Board, and Applicant are one and the same and are responsible for compliance with all legal requirements to which the School is subject under Applicable Law and this Contract.

**“Application”** means the application and supporting documentation submitted by the Applicant to the Commission seeking to open and operate a charter school in response to the Commission’s solicitation. The Application is incorporated into, and made part of, this Contract. It is attached as Attachment 12: Public Charter School Application.

**“Applicable Law”** means all local, state, and federal laws, ordinances, rules and regulations applicable to the operation of a charter school in the State of Washington, as they currently exist or are amended throughout the duration of the Contract. When a provision of this Contract requires the School to comply with all federal, state, and local laws, ordinances, rules, or regulations, or some combination thereof, without specific reference or citation, the language encompasses those laws that are applicable to charter schools. If there is a disagreement about what laws are applicable or the extent to which a given law is applicable, the parties shall engage in good faith discussions in an effort to determine applicability and the associated scope. However, the Commission shall be the ultimate authority regarding what laws apply to the charter schools it has authorized and the extent to which they apply.

**“Articles and Bylaws”** means the Applicant’s articles of incorporation and bylaws as defined in Chapter 24.03RCW.

**“Asset”** means land, infrastructure, improvements to land, buildings, leasehold improvements, vehicles, furnishings, equipment, collections, and all other tangible and intangible assets that are used in school operations, including Small and Attractive Assets.

**“Attachment”** means the following contract documents: Attachment 1: Pre-Opening Process and Conditions; Attachment 2: Governance Documents; Attachment 3: Board Roster and Disclosures; Attachment 4: Educational Program Terms and Design Elements; Attachment 5: Conflict of Interest Policy; Attachment 6: Education Service Provider (ESP) Contract Guidelines; Attachment 7: Physical Plant; Attachment 8: Statement of Assurances; Attachment 9: Identification of Documentation Required for Annual Performance Report; Attachment 10: Enrollment Policy; Attachment 11: Request for Proposals; Attachment 12: Public Charter School Application.

**“Charter Schools Act”** means all provisions of ESSB 6194 as codified, and any amendments thereto. ESSB 6194 was primarily codified in chapter 28A.710 RCW. Statutory terms defined in the Charter Schools Act shall have the same meaning in this Contract, unless otherwise indicated.

**“Contract”** means, in addition to the definition set forth in the Charter Schools Act, these Terms and Conditions, the Approval Resolution, the Application, Attachments, and the Master Calendar.

**“Commission”** means, in addition to the definition set forth in the Charter Schools Act, the authorizing entity responsible for discharging its obligations under this Contract, the Charter Schools Act, and conducting oversight to ensure that Applicant complies with its obligations in the operation of the School. The term Commission includes the Commission’s staff, employees, or other designee.

**“Encumber”** means the use of money or assets as collateral for loans or extensions of credit, the granting of a lien or creation of a liability that is attached to real or personal property of the Applicant.

**“Education Service Provider”** (ESP) means an individual, partnership, or corporation that is paid \$10,000 or more to provides services necessary to operate and/or oversee the School’s educational program. This includes, but is not limited to provision of school or program design and implementation, development of pedagogical approaches, curricula, instructional materials, assessments and professional development programs, and management services. School may only contract for management operations with a non-profit ESP. For purposes of this contract, ESP does not include contracts between the School and a third-party to provide back-office functions such as fiscal services, accounting services or facilities operations, those contracts are governed by Section 5.19 Third-Party Education Service Provider Contracts

**“Known”** or **“Knowledge”** means that a representative of Applicant and/or the School is aware of a fact, circumstance, or result, or has information that would lead a reasonable person in the same situation to believe that the facts, circumstances, or results exist. When knowledge triggers or impacts a legal responsibility or obligation of the Applicant or School, then failure to act in accordance with those legal responsibilities or obligations may be considered a material and substantial violation of this Contract.

**“Master Calendar”** means the compliance calendar annually issued by the Commission.

**“Performance Audit”** means an objective and systematic assessment of a charter school or any of its programs, functions, or activities by an independent evaluator in order to help improve efficiency, effectiveness, and accountability. Performance audits include economy and efficiency audits and program audits. Performance audits must be conducted according to U.S. Government Accountability Office auditing standards, known as Yellow Book standards. RCW 43.09.430(6); <http://www.sao.wa.gov/state/Pages/Aboutperformanceaudits.aspx#.V0XQs032ZEZ>.; ESSB 6194, Sec. 103.

**“School”** means the school that the Applicant was authorized to establish that is governed by the Board. For purposes of this Contract the School, School Board, Charter School Board, Board, and Applicant are one and the same and are responsible for compliance with all legal requirements to which the School is subject under Applicable Law and this Contract.

**“School Board,” “Charter School Board,”** or **“Board”** means the charter school board, as defined in the Charter Schools Act, and must at all times be appointed, operated, and governed in accordance with its Bylaws, the Application, legal obligations, and this Contract. For purposes of this Contract the School, School

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Board, Charter School Board, Board, and Applicant are one and the same and are responsible for compliance with all legal requirements to which the School is subject under Applicable Law and this Contract.

**“Small and Attractive Assets”** include, but are not limited to Optical Devices, Binoculars, Telescopes, Infrared Viewers, Rangefinders, Cameras and Photographic Projection Equipment, Desktop Computers (PCs), Laptops and Notebook Computers, Tablets and Smart Phones, Television Sets, DVD Players, Blu-ray Players, and Video Cameras (home type).

## **ARTICLE III: SCHOOL'S MISSION**

### **Section 3.1 Mission**

The mission of the School is as follows: Excel Public Charter School (Excel) will provide all students with academically rigorous, STEM-focused, college preparatory program that will help students achieve both academic and personal success in college and career. Further, Excel will empower students to become agents of change in their communities through character development and culturally-responsive pedagogy. Excel's aspiration is to see thousands of our students graduate from the colleges of their choice and return to play an integral role in the economic sustainability and cultural viability of the Kent, Washington area.

## **ARTICLE IV: GOVERNANCE**

### **Section 4.1 Governance**

The School shall be governed by its Board in a manner that is consistent with the terms of this Contract so long as such provisions are in accordance with state, federal, and local law. The Board shall have final authority and responsibility for the academic, financial, and organizational performance of the School, the fulfillment of the contract, and approval of the School's budgets.

The Board shall be responsible for policy and operational decisions of the School, and, consistent with the terms of this Contract, shall be the employer of school employees. Nothing herein shall prevent the Board from delegating decision-making authority for policy and operational decisions to officers, employees and agents of the School. However, such delegation will not relieve the Board of its obligations under the law or this Contract, should the School fail to satisfy those obligations.

The Board shall govern the School in a manner that ensures that it will satisfy its legal obligations, including, but not limited to: compliance with all Applicable Laws, the Contract, and fidelity to the program and policies described and submitted in the Application. This includes the exercise of continuing oversight over the School's operations.

### **Section 4.2 Governance Documents**

The Applicant and School shall be maintain legal status and operate in accordance with the terms of the attached Governance Documents, Attachment 2: Governance Documents, the Application, and components of the transfer application authorized by the Commission on February 16, 2017.

### **Section 4.3 Non-Profit Status**

The School shall be operated by a stand-alone public benefit non-profit corporation as defined under Washington at all times throughout the term of this contract.

### **Section 4.4 Organizational Structure and Plan**

The School shall implement and follow the organizational plan described in the Application and components of the transfer application authorized by the Commission on February 16, 2017.

### **Section 4.5 Composition**

The composition of the Board shall at all times be determined by and consistent with the Articles and Bylaws, Applicable Law and components of the transfer application authorized by the Commission on February 16, 2017. The roster of the Board and each member's disclosure form are attached to this Contract as Attachment 3: Board Roster and Disclosures (initially or as amended, the "Board Roster and Disclosures").

### **Section 4.6 Change in Status or Governance Documents**

The Applicant shall not alter its legal status, restructure or reorganize without first obtaining written authorization from the Commission.

The Board shall notify the Commission of any modification of the School's Bylaws within five (5) business days of approval by the Board. Provided, however, that any change in the Bylaws that impacts a material term of this Contract requires written authorization from the Commission.

The Board shall notify the Commission of any changes to the Board Roster and Disclosures within five (5) business days of their taking effect and provide an amended Board Roster and Disclosures. If, at any time, the Board fails to operate in accordance with the terms of its Bylaws it shall immediately notify the Commission of that failure.

#### **Section 4.7 Affiliation**

Notwithstanding any provision to the contrary in the Contract, Application, or the Articles and By-laws, in no event shall the Board, at any time, be composed of voting members of whom a majority are directors, officers, employees, agents or otherwise affiliated with any single entity (with the exception of the School itself or of another charter school), regardless of whether said entity is affiliated or otherwise partnered with the School. For the purposes of this paragraph, "single entity" shall mean any individual entity, as well as any and all related entities to such entity such as parents, subsidiaries, affiliates and partners. The Commission may, at its sole discretion, waive this restriction upon a written request from the School.

As used in this provision of the contract, an individual is affiliated with a single entity if the individual is associated with, a member of, or has otherwise publicly linked himself/herself with the entity.

#### **Section 4.8 Conflicts of Interest**

The Board adopted its Conflicts of Interest Policy, which is attached to this agreement as Attachment 5: Conflict of Interest Policy, and shall at all times comply with its provisions. Any amendment to Attachment 5: Conflict of Interest Policy must be adopted by the Board and approved in writing by the Commission, which shall not be unreasonably withheld. Any approved changes may be made without amendment to this agreement.

#### **Section 4.9 Open Meetings**

Starting from the date that this Contract is signed, the Board shall maintain Board-adopted policies, meeting agendas and minutes, shall make such documents available for public inspection in accordance with the requirements in chapter 42.56 RCW, and shall otherwise conduct open meetings consistent with chapter 42.30 RCW, the Open Public Meetings Act.

#### **Section 4.10 Public Disclosure Filing**

Board members must file personal financial affairs statements with the public disclosure commission between January 1<sup>st</sup> and April 15<sup>th</sup> and/or within two weeks of becoming a member of the board. Board members must comply with the Board's Conflicts of Interest Policy and ethical obligations to determine whether the financial disclosures reveal a conflict of interest or ethical violation.

## **ARTICLE V: GENERAL OPERATIONAL REQUIREMENTS**

### **Section 5.1 General Compliance**

The School and the Board shall operate at all times in accordance with all Applicable Law, the Contract and Commission policies, as the same may be amended from time to time.

### **Section 5.2 Public School Status**

The School shall be deemed a public school, and local education agency, subject to all Applicable Law, including but not limited to health and safety, parents' rights, civil rights, nondiscrimination laws, public records laws, student assessment, assessment administration, data collection, reporting, and remediation requirements. These requirements include, but are not limited to, those imposed under chapter 28A.642 RCW (discrimination prohibition); chapter 28A.640 RCW (sexual equality); the Individuals with Disabilities Education Improvement Act (20 U.S.C. Sec. 1401 et seq.); the Federal Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g), McKinney-Vento homeless assistance act of 1987 (42 U.S.C. Sec. 11431 et seq.), and the Elementary and Secondary Education Act (20 U.S.C. Sec. 6301 et seq.).

### **Section 5.3 Nonsectarian Status**

The School shall be nonsectarian in its programs, admissions policies, employment practices and all other operations. The School shall not be to any extent under the control or direction of any religious denomination.

### **Section 5.4 Access to Individuals and Documents**

The School shall provide the Commission with access to any individual, documentation, evidence or information requested by the Commission. The School affirmatively consents to the Commission obtaining information and documents directly from any entity or individual who may possess information or documents relevant to the operation of the school and will sign any releases or waivers required by such individuals or entities. Failure to provide this access by the deadlines imposed by the Commission will be a material and substantial breach of the Contract.

### **Section 5.5 Ethics**

The identified School representatives will adhere to the following ethical standards:

- a.** No Board member, School administrator, or other School employee/representative authorized to enter contracts on behalf of the School, may be beneficially interested, directly or indirectly, in a contract, sale, lease, purchase, or grant that may be made by, through, or is under the supervision of the officer or employee, in whole or in part, or accept, directly or indirectly, any compensation, gratuity, or reward from any other person beneficially interested in the contract, sale, lease, purchase, or grant.
- b.** No Board member or School administrator may use his or her position to secure special privileges or exemptions for himself, herself, or others.
- c.** No Board member or School administrator may give or receive or agree to receive any compensation, gift, reward, or gratuity from a source except the School, for a matter connected with or related to their services as a Board member or School administrator unless otherwise provided for by law.

- d. No Board member or School administrator may accept employment or engage in business or professional activity that the officer might reasonably expect would require or induce him or her by reason of his or her official position to disclose confidential information acquired by reason of his or her official position.
- e. No Board member or School administrator may disclose confidential information gained by reason of the officer's position, nor may the officer otherwise use such information for his or her personal gain or benefit.
- f. Terms in this provision will be defined in accordance with the definitions set out in RCW 42.52.010. The Advisory Opinions of the Executive Ethics Board shall provide non-binding guidance for the parties' interpretation of this provision.

### Section 5.6 Public Records

The Applicant shall comply with the provisions of the Public Records Act, chapter 42.56 RCW and is responsible for ensuring that the School, its Board, its employees, contractors, staff, and volunteers comply with the act and any associated Board policies. This provision survives the term of the contract as long as the Applicant has the public records generated during its operation of a charter public school in its possession. The provision shall remain in effect until the complete and successful transfer of the records to the appropriate public successor entities.

### Section 5.7 Record Keeping

The Applicant will comply with all Applicable Law, and Commission record keeping requirements including those pertaining to students, governance, and finance. **At a minimum, student records must include records concerning attendance, grades, meal status, special education, bilingual information, student programs, state assessments, emergency contact, student health information, and certificate of immunization or exemption. These records shall be maintained in accordance with governing document retention periods set out by the Secretary of State.** This provision survives the term of the contract as long as the Applicant has the public records generated during its operation of a charter public school in its possession. The provision shall remain in effect until the complete and successful transfer of the records to the appropriate public successor entities.

### Section 5.8 Non-Discrimination

The School shall not discriminate against any student, employee or any other person on the basis of race, ethnicity, national origin, gender, disability or any other ground that would be unlawful if done by any other public school. It shall take all steps necessary to ensure that discrimination does not occur, as required by state and federal civil rights and anti-discrimination laws.

### Section 5.9 Inventories

The School shall maintain a complete and current inventory of all school Assets that cost more than \$5,000 (including sales tax and ancillary costs) and Small and Attractive Assets that cost \$300 or more (including sales tax and ancillary costs). The School shall update the inventory annually and shall take reasonable precautions to safeguard assets acquired with public funds.

If the Contract is revoked, terminated, non-renewed or surrendered, or the School otherwise ceases to operate, Assets shall be deemed to be public assets if at least 25 percent of the funds used to purchase the

asset were public funds. Public funds include, but are not limited to, funds received by the School under chapter 28A.710 RCW, as well as any state or federal grant funds. Any assets acquired wholly with private funds shall be disposed of consistent with Washington nonprofit law, provided that the School must maintain records demonstrating the percentage of public funds used to acquire assets. If the School's records fail to establish clearly whether an asset was acquired with the use of public funds, the assets shall be deemed to be public assets.

#### **Section 5.10 Administrative Records**

The School will maintain all administrative records, including student academic records, required by law and Commission policies and procedures.

#### **Section 5.11 Student Welfare and Safety**

The School shall comply with all Applicable Law concerning health and safety. Including, but not limited to, state laws regarding the reporting of child abuse and neglect, accident prevention, school safety plans, emergency drills, notification of criminal conduct to law enforcement as well as disaster response, and any applicable state and local regulations governing the operation of school facilities.

#### **Section 5.12 Transportation**

The School shall be responsible for providing students transportation in accordance with legal obligations and consistent with the plan proposed in the approved application, Attachment 12: Public Charter School Application, pages 84-85.

#### **Section 5.13 Staff Qualifications**

Instructional staff, employees, and volunteers shall possess all applicable qualifications as required by state or federal law. Instructional staff shall maintain active certification in accordance with chapter 28A.410 RCW, unless instructional staff meets the requirements of RCW 28A.150.203(7).

Instructional staff must also adhere to the code of professional conduct, ethical standards governing educator conduct, and associated laws and regulations. If the Board or School administrator(s) has reason to believe that an employee with a certificate or permit authorized under chapter 28A.410 RCW or chapter 28A.405 RCW, has engaged in unprofessional conduct (Chapter 181-87 WAC) or lacks good moral character (Chapter 181-86 WAC) a complaint must be submitted to the Education Service District within which the school operates stating the basis for the belief and requesting submission of the complaint to OSPI. A copy of the School's complaint must simultaneously be sent to the Commission and OSPI's Office of Professional Practices. Certificated and licensed staff shall also be held accountable in accordance with the provisions of Title 28A RCW as well as any applicable state or federal laws.

#### **Section 5.14 Staff Training**

The School shall provide employees and staff with training required by applicable state and/or federal law as well as any additional training that is an essential design element of the educational program as required in Attachment 4: Educational Program Terms and Design Elements.

### **Section 5.15 Student Conduct and Discipline**

The School's discipline policy must satisfy constitutional due process requirements. The School shall comply with the School's discipline policy and all Applicable Law relating to student discipline including, but not limited to, RCW 28A.150.300, 28A.600.015 and 28A.600.022.

### **Section 5.16 Transactions with Affiliates**

The School shall not, directly or indirectly, enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any affiliate of the School, any member past or present of the Board, or any employee past or present of the School (except in their employment capacity), or any family member of the foregoing individuals, unless:

- a. The terms of the transaction do not violate the Schools' Code of Ethics and Conflict of Interest Policy, the fiduciary obligations applicable to non-profit boards and Section 5.5 of this Contract;
- b. The terms of such transaction (considering all the facts and circumstances) are no less favorable to the School than those that could be obtained at the time from a person that is not such an affiliate, member or employee or an individual related thereto;
- c. The involved individual recuses him or herself from all Board discussions, and does not vote on or decide any matters related to such transaction;
- d. The Board discloses any conflicts and operates in accordance with a conflict of interest policy that has been approved by the Commission.

"Affiliate" as used in this section means a person who directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another person. Solely for purposes of this definition, owns, is owned and ownership mean ownership of an equity interest, or the equivalent thereof, of ten percent or more, and the term "person" means an individual, partnership, committee, association, corporation or any other organization or group of persons. The Applicant, School and Board are Affiliates as defined in this provision.

### **Section 5.17 Contracting for Services**

Nothing in this Contract shall be interpreted to prevent the School from entering into contracts or other agreements with a school district, educational service district, or other public or private entity for the provision of real property, equipment, goods, supplies, and services, related to the operation of the School consistent with the law and the terms of this Contract.

The terms of such contracts for services shall be negotiated between the School and the other entity. Such contracts shall, at all times, be subject to the requirements of this Contract and will not relieve the School of its responsibilities under this Contract. This provision is subject to the limitations set out in this Contract.

### **Section 5.18 School Authorized as Part of a Charter Management Organization**

This, School is identified as a school to be operated by Green Dot Public Schools Washington, a non-profit charter management organization (CMO). As such, School's relationship with Green Dot Public Schools Washington, is not subject to the procedures outlined in "Section 5.19 Third-Party Education Service Provider Contracts." School is otherwise subject to "Section 5.19 Third-Party Education Service Provider

Contracts” and, in all other instances, School and Green Dot Public Schools Washington are bound by the terms of this agreement and all applicable laws.

### Section 5.19 Third-Party Education Service Provider Contracts

- a. Limit to Scope of ESP Contracting.** The School shall not, without written approval of the Commission, contract with an ESP to provide substantial educational services, management services, or both on behalf of the School. Substantial is defined as the assumption of responsibility for all or most of the educational, governance, or managerial components of a School’s operations.
- b. Proposed ESP Contract.** At least 90 days before the proposed effective date of an ESP contract, the ESP and the School shall enter into a legally binding and enforceable contract that is subject to approval of the Commission and the requirements of this Contract. Attachment 6: Education Service Provider (ESP) Contract Guidelines contains Education Service Provider Agreement Guidelines that the School must observe. Within 24 hours of entering into the proposed contract, the School shall forward the proposed ESP contract to the Commission for review.
- c. Required ESP Contract Terms.** The proposed ESP contract shall set forth with particularity inter alia, (i) the contingent obligations and responsibilities of each party in the event that the contract must be modified in order to obtain or maintain the School's status under state and federal law, and (ii) the extent of the ESP's participation in the organization, operation and governance of the School.
- d. Review by Commission.** The Commission shall review the proposed ESP Contract and determine, within 60 days of receiving it from the School, whether it meets approval of the Commission. Approval will be contingent on satisfaction of the terms of RCW 28A.710.130(4) and evidence that the ESP contract will not detrimentally impact the School’s viability, or violate the terms of this Contract or the law.
- e. Representation by Attorney.** The School shall be represented by an attorney during the negotiation of the proposed ESP Contract. Upon submission of the ESP contract for review by the Commission it shall be accompanied by a letter from a licensed attorney representing the School stating that the Management Contract meets the attorney’s approval. Such attorney may not represent or be retained by the Management Provider.
- f. Effect of ESP Contract.** The School will remain ultimately responsible and accountable for its legal and contractual obligations; an ESP contract will not relieve the School of those obligations.

### Section 5.20 Complaints

The School shall establish a process for resolving public complaints, including complaints regarding curriculum, which shall include an opportunity for complainants to be heard. The final administrative appeal shall be heard by the Board, not the Commission.

### Section 5.21 Notification to Commission

- a. Timely Notification.** The School shall timely (within 24 hours) notify the Commission (and other appropriate authorities) in the following situations:
  1. The discipline of employees at the School that:
    - i. Results in suspension or termination;

- ii. Arises from misconduct or behavior that may have endangered the educational welfare or personal safety of students, teachers, or other colleagues within the educational setting; or
    - iii. Is based on serious or repeated violations of law.
  - 2. Any complaints filed, or action taken, against the School by any governmental agency.
- b. Immediate Notification.** The School shall immediately notify the Commission of any of the following:
- 1. Known conditions that may cause it to vary from the terms of this Contract, applicable Commission requirements, federal, and/or state law;
  - 2. Non-compliance with the Applicant’s legal obligations or Contract provisions;
  - 3. Any circumstance requiring the closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the School facility;
  - 4. The arrest of any members of the Board or School employees for a crime punishable as a felony, crime involving a child, or any crime related to the misappropriation of funds or theft, if the Board, School, or any agent, employee, or representative thereof has reason to believe that an arrest occurred;
  - 5. Misappropriation of school funds;
  - 6. A known default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more; or
  - 7. Any change in its corporate status with the Washington Secretary of State’s Office or status as a 501(c)(3) corporation.

### **Section 5.22 School Calendar**

The School shall adopt a School calendar with an instructional program that meets the compulsory school attendance requirements of state law, financial guidelines, and state regulations. By June 30th of each year, the School will develop a school calendar for the following year and submit it to the Commission. Any changes that cause the calendar to differ materially from the calendar proposed and approved in the School’s charter application are subject to Commission approval.

### **Section 5.23 Litigation and Constitutional Challenges.**

The Board shall, through web site postings and written notice with receipt acknowledged by signature of the recipient, advise families of new, ongoing, and prospective students of any ongoing litigation challenging the constitutionality of charter schools or that may require charter schools to cease operations.

### **Section 5.24 Multiple School Applicants and Operators**

An Applicant that has been authorized to open one school must successfully execute its legal obligations to the satisfaction of the Commission before any subsequent school may open.

## **ARTICLE VI: ENROLLMENT**

### **Section 6.1 Enrollment Policy**

The School shall comply with Applicable Law and the enrollment policy approved by the Commission and incorporated into this agreement as Attachment 10: Enrollment Policy.

### **Section 6.2 Maximum Enrollment**

The maximum number of students who may be enrolled in the first year of operation of the School shall be 176 students, with an ability to exceed this amount by no more than 25 students, to the extent that the School's facility and staffing can accommodate such a number and maintain compliance with Applicable Law and the Contract. If the School wishes to enroll more than the maximum number of students listed above, it shall, before exceeding this number, provide evidence satisfactory to the Commission that it has the capacity to serve the larger population. The maximum enrollment shall not exceed the capacity of the School facility.

### **Section 6.3 Annual Enrollment Review**

As necessary, the maximum enrollment of the School will be adjusted annually by the Board 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 Contract, and assure that its student enrollment does not exceed the capacity of its facility.

### **Section 6.4 Decrease in Enrollment**

The School shall immediately report a decrease in enrollment of 20%, or more, to the Commission.

### **Section 6.5 Student Transfers and Exits**

Any student exit out of the School shall be documented by an exit form signed by the student's parent or guardian, which affirmatively states the reason for the transfer or exit and that the student's transfer or exit is voluntary. The School shall collect and report to the Commission, in a format required or approved by the Commission, exit data on all students transferring from or otherwise exiting the school for any reason (other than graduation), voluntary or involuntary. Such exit data shall identify each departing student by name and shall document the date of and reason(s) for each student departure. In the event that the School is unable to document the reasons for a voluntary withdrawal, the School shall notify the Commission and provide evidence that it made reasonable efforts to obtain the documentation described in this section.

### **Section 6.6 Right to Remain**

The School shall comply with the McKinney-Vento Act, 42 U.S.C. 11432 et seq. Students who fail to attend the School as required by RCW 28A.225.010 may be removed from the School's rolls only after the requisite unexcused absences have been documented and all truancy procedures followed, consistent with chapter 28A.225 RCW, the provisions of the McKinney-Vento act, and Commission policy.

**ARTICLE VII: TUITION AND FEES**

**Section 7.1 Tuition Fees**

The School will not charge tuition. The School shall not charge fees except as allowed by Applicable Law.

## **ARTICLE VIII: EDUCATIONAL PROGRAM/ACADEMIC ACCOUNTABILITY**

The School is required to implement, deliver, support, and maintain the design elements education program terms described in its original Application with amendments authorized by the Commission on February 16, 2017.

### **Section 8.1 Educational Program Terms and Design Elements**

The School shall implement, deliver, support and maintain the essential design elements of its educational program, as described in its Application. Design elements include, but are not limited to, the mission, vision, objectives and goals, and the educational program terms identified in Attachment 4: Educational Program Terms and Design Elements.

### **Section 8.2 Material Revisions to the Educational Program Terms and Design Elements**

Material revisions and/or amendments to the essential design elements and education program terms shall require the Commission's pre-approval. Failure to implement, deliver, support and maintain the essential design elements of the School's educational program is a material and substantial breach of the Contract.

### **Section 8.3 Content Standards**

The School's educational program shall meet or exceed basic education standards. The School is also subject to the supervision of the Office of the Superintendent of Public Instruction (OSPI) and the State Board of Education. Standards that must be met by the school include, but are not limited to:

- a. Basic education, as defined in RCW 28A.150.200, .210 and .220;
- b. Instruction in the essential academic learning requirements and associated standards;
- c. Participation in, and performance on, statewide student assessments;
- d. Performance improvement goals and associated requirements;
- e. Accountability measures;
- f. State graduation requirements;
- g. Academic standards applicable to noncharter public schools;
- h. Standards and requirements contained in the Performance Framework; and
- i. Other state and federal accountability requirements imposed by law, regulation, policy or this Contract.

### **Section 8.4 Assessments**

The School shall participate in and properly administer the academic assessments required by OSPI, the State Board of Education, and Applicable Law, as well as those assessments that are an essential design element of the educational program as required in Attachment 4: Educational Program Terms and Design Elements. The School shall comply with all assessment protocols and requirements as established by the OSPI and the State Board of Education, maintain test security, and administer the tests consistent with all relevant state and Commission requirements. The School shall follow OSPI's administration and security requirements associated with those tests being administered.

### **Section 8.5 Graduation Requirements for High Schools**

The School's curriculum shall meet or exceed all applicable graduation requirements as established by the State Board of Education.

### **Section 8.6 English Language Learners**

The School shall at all times comply with all Applicable Law governing the education of English language learners including, but not limited to, the Elementary and Secondary Education Act (ESEA), Title VI of the Civil Rights Act of 1964, the Equal Educational Opportunities Act of 1974 (EEOA), RCW 28A.150.220, RCW 28A.180.010 to 28A.180.080. The School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The School shall employ and train teachers to provide appropriate services to English language learners. The School must implement, deliver, support, and maintain an education program that provides all the legally required education and services to English language learners.

### **Section 8.7 Students with Disabilities**

The School shall provide services and accommodations to students with disabilities as set forth in the Application and in accordance with any relevant policies thereafter adopted, as well as with all applicable provisions of the Individuals with Disabilities Education Act (20 U.S.C. § 1401 et seq.) (the “IDEA”), the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) (the “ADA”), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (“Section 504”), and all applicable regulations promulgated pursuant to such federal laws. This includes providing services to attending students with disabilities in accordance with the individualized education program (“IEP”) recommended by a student’s IEP team. The School shall also comply with all applicable federal and State laws, rules, policies, procedures and directives regarding the education of students with disabilities including, but not limited to, chapter 28A.155 RCW.

## **ARTICLE IX: FINANCIAL ACCOUNTABILITY**

### **Section 9.1 Legal and Accounting Compliance**

The School shall comply with all Applicable Law, including but not limited to, state financial and budget rules, regulations, and financial reporting requirements, as well as the requirements contained in the Commission's Charter School Performance Framework, chapter 108-30 WAC. The School shall also adhere to generally accepted accounting principles and be subject to financial examinations and audits as determined by the Commission or the state auditor, including annual audits for legal and fiscal compliance.

### **Section 9.2 Governance, Managerial and Financial Controls**

At all times, the School shall maintain appropriate governance and managerial procedures and financial controls which procedures and controls shall include, but not be limited to:

- a. Generally Accepted Accounting Principles and the capacity to implement them;
- b. A checking account;
- c. Adequate payroll procedures;
- d. An organizational chart;
- e. Procedures for the creation and review of monthly and quarterly financial reports, which procedures shall specifically identify the individual who will be responsible for preparing such financial reports in the following fiscal year;
- f. Internal control procedures for cash receipts, cash disbursements and purchases;
- g. Procedures identified in the Application; and
- h. Maintenance of asset registers and financial procedures for grants in accordance with applicable state and federal law.

### **Section 9.3 Non-Commingling**

Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization unless approved in writing by the Commission. Additionally, public funds and assets received by the School shall be tracked and accounted for separately.

### **Section 9.4 Encumbrances**

The School may issue secured and unsecured debt, including pledging, assigning or encumbering its assets to manage cash flow, improve operations, or finance the acquisition of real property or equipment. Provided that the School shall not:

- a. Encumber any public funds received or to be received pursuant to RCW 28A.710.220;
- b. Encumber its assets in a manner that will jeopardize its fiscal viability;
- c. Pledge the full faith and credit of the state or any political subdivision or agency of the state;
- d. Encumber other funds that contain a restriction or prohibition on such encumbrance; or
- e. Encumber any funds or assets in violation of the law.

### **Section 9.5 Bank Accounts**

The School shall, upon request, provide the Commission with the name of each financial institution with which it holds an account along with the associated account number. At the election of the Commission,

the School may be required to obtain documentation from all of the School's bank accounts or to sign a release and authorization that allows the financial institution to provide documents and information directly to the Commission.

#### **Section 9.6 Quarterly Reports**

The School shall prepare quarterly financial reports for the Commission in compliance with generally accepted accounting principles. Such reports shall be submitted to the Commission 45 days after the quarter end for quarters 1, 2 and 3 and 180 days after the year end. The form of the quarterly reports will be determined by the Commission. Fourth quarter and year end reports shall be submitted with the annual independent financial audit.

#### **Section 9.7 Accounting Methods and Records**

The School agrees to maintain financial records in accordance with generally accepted accounting principles and to make such records available promptly to the Commission upon request. When the request is for on-site inspection of records, prompt is defined as immediate access. If the request is for reproduction of records, then the Commission will include a timeframe in which the records must be provided; adherence to this timeframe will be considered prompt.

#### **Section 9.8 State Accounting Requirements**

The School shall use and follow all policies and requirements issued by the Washington State Auditor's office concerning accounting for public school districts in the state of Washington. The School shall also comply with public school budget and accounting requirements, the Accounting Manual for School Districts and the Administrative Budgeting and Financial Reporting Handbook.

#### **Section 9.9 Financial Records and Separate Accounting**

The School shall record all financial transactions in general, appropriations, and revenue and expenditures records. In addition, the School shall make appropriate entries from the adopted budgets in the records for the respective funds, and shall maintain separate ledgers accounting for funds by funding source. Accounts must be reconciled on a monthly basis.

#### **Section 9.10 Location and Access**

The School shall maintain, or cause to be maintained, books, records, documents, and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the Commission, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The financial records must be maintained for immediate access by the Commission and reasonable access by the public as required by law.

#### **Section 9.11 Filing and Notice**

The School shall comply with notice and filing requirements of non-profit corporations.

### **Section 9.12 Disbursement Procedures**

The School shall establish procedures for ensuring that funds are disbursed for approved expenditures consistent with the School's budget.

### **Section 9.13 Compliance with Finance Requirements**

The School shall comply with all other legal requirements imposed on charter school finances, budgeting, accounting and expenditures. The Parties will collaborate to assure that they each remain reasonably current on the impact of any legal modifications on charter schools. The School holds ultimate responsibility for compliance with the legal requirements associated with charter school finances, budgeting, accounting and expenditures.

### **Section 9.14 Budget**

#### **Section 9.14.1 Annual Budget Statement**

The governing board of the School shall adopt an annual budget statement that describes the major objectives of the educational program and manner in which the budget proposes to fulfill such objectives.

#### **Section 9.14.2 Annual Budgets**

On or before July 10th of each year, the School will submit to the Commission the School's proposed budget for the upcoming fiscal year (September 1 through August 31st). The School shall adopt a budget for each fiscal year, prior to the beginning of the fiscal year. The budget shall:

- a. Be presented in a summary format which is consistent with accepted practice in the field;
- b. Be presented in a summary format that will allow for comparisons of revenues and expenditures among charter schools by pupil;
- c. Be presented in a format approved by the Commission;
- d. Show the amount budgeted for the current fiscal year;
- e. Show the amount forecasted to be expended for the current fiscal year;
- f. Show the amount budgeted for the upcoming fiscal year;
- g. Specify the proposed expenditures and anticipated revenues arising from the contracting of bonded indebtedness by a capital improvement zone, if applicable;
- h. Be balanced with expenditures, inter-fund transfers, or reserves not in excess of available revenues and beginning fund balances; and
- i. Reconcile beginning fund balance on a budgetary basis. Schools with under 1,000 full-time equivalent students for the preceding fiscal year may make a uniform election to be on the cash basis of revenue and expenditure recognition, except for Debt Service Funds. All other schools shall be on the modified accrual basis for budgeting, accounting, and financial reporting. The School's reconciliation shall include but need not be limited to the liability for accrued salaries and related benefits. The reconciliation shall be included with the final version of the amended budget and the annual audited financial statements.

#### **Section 9.14.3 School Funding**

The School will receive funding in accordance with the provisions of chapter 28A.710 RCW and associated rules and procedures.

## ARTICLE X: AUDITS

### Section 10.1 Audits

The School shall comply with all audit obligations imposed by law, but not limited to, audit requirements of the State Auditor's Office, audit requirements for non-profit corporations, and those imposed by the Commission. Within the scope of its responsibilities, the State Auditor's Office may conduct the following types of audits:

- a. Financial;
- b. Accountability;
- c. Federal single;
- d. Special investigation (includes fraud audit); and
- e. Performance.

The School must contract for an independent performance audit of the school to be conducted: (a) The second year immediately following the school's first full school year of operation; and (b) every three years thereafter. The performance audit must be conducted in accordance with the United States general accounting office government auditing standards.

The School shall be financially responsible for all costs associated with the audit(s). The Commission retains the discretion to require audits as it deems appropriate. The School shall provide the Commission with a copy of any audits prepared under this provision by the deadlines imposed by the Commission. Failure to comply with this provision shall be considered a material and substantial violation of the terms of this contract and may be grounds for termination, revocation or other remedy as provided by this agreement.

## **ARTICLE XI: SCHOOL FACILITIES**

### **Section 11.1 Accessibility**

The School facilities shall conform with Applicable Law governing public school facility access.

### **Section 11.2 Health and Safety**

The School facilities shall meet all Applicable Laws governing health, safety, occupancy and fire code requirements and shall be of sufficient size to safely house the anticipated enrollment. Any known change in status or lapse into non-compliance with this provision must be immediately reported to the Commission.

### **Section 11.3 Location**

The School shall provide evidence that it has secured a location that is acceptable to the Commission by March 31, 2015. The school may move its location(s) only after obtaining written approval from the Commission, subject to such terms and conditions as may be specified. Any change in the location of the School shall be consistent with the Application and acceptable to the Commission. Attachment 7: Physical Plant, contains the address and description of the approved facility.

### **Section 11.4 Construction/Renovation and Maintenance of Facilities**

The School will be responsible for the construction/renovation and maintenance of any facilities owned or leased by it (to the extent agreed upon in any such lease). The School will be responsible for ensuring compliance with all accessibility requirements contained in Applicable Law.

### **Section 11.5 Use of the Facility by the School**

The School will use the facility for the sole purpose of operating a public school as authorized by this Contract. The School will not conduct, nor will it permit, any activity that would threaten or endanger the health or safety of occupants, the structural integrity of the facility, or the insurability of the facility, or violate applicable state or federal law. The school shall have a policy regarding the use of the facility by third parties that is submitted to the Commission for approval.

### **Section 11.6 Inspections**

The Commission will have access at all reasonable times and frequency to any facility owned, leased or utilized in any way by the School for purposes of inspection and review of the School's operation and to monitor the School's compliance with the terms of this Contract and all Applicable Law. These inspections may be announced or unannounced as deemed appropriate by the Commission, or its designee, in the fulfillment of its oversight responsibilities.

### **Section 11.7 Impracticability of Use**

If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct/renovate or upgrade a facility cannot be secured, the School shall be responsible for securing an alternative facility. The School may move into that facility only after obtaining written approval from the Commission, subject to such terms and conditions as may be specified by the Commission. The Commission shall not be obligated to provide an alternative facility for use by the School.

## **ARTICLE XII: EMPLOYMENT**

### **Section 12.1 No Employee or Agency Relationship**

Neither the School, its employees, agents, nor contractors are employees or agents of the Commission. The Commission or its employees, agents, or contractors are not employees or agents of the School. None of the provisions of this Contract will be construed to create a relationship of agency, representation, joint venture, ownership, or control of employment between the Parties other than that of independent Parties contracting solely for the purpose of effectuating this Contract.

### **Section 12.2 Retirement Plan**

The School's employees shall be members of the State of Washington's public employees' retirement system to the extent authorized by law.

### **Section 12.3 Teacher Membership in Professional Organizations**

Teachers at the School have the right to join, or refrain from joining, any lawful organization for their professional or economic improvement and for the advancement of public education.

### **Section 12.4 Background Checks**

- a.** The School will obtain and retain copies of fingerprint and background checks (record checks) through the Washington state patrol criminal identification system under RCW 43.43.830 through 43.43.834, 10.97.030, and 10.97.050, and through the federal bureau of investigation before hiring an employee or allowing contractors on school premises when the employee, board member, or contractor will have unsupervised access to children. This shall be an ongoing requirement; background checks will be renewed every two years to determine whether conduct has occurred post-employment. If the employee or contractor has had a record check within the previous two years, the school, may rely on the information contained in OSPI's record check data base to satisfy this requirement. When necessary, applicants may be employed on a conditional basis pending completion of the record check(s).
- b.** Each year the School will conduct record checks on volunteers using the Washington Access to Criminal History (WATCH) program before the volunteer is allowed to have unsupervised access to children at the school, or during school sponsored or affiliated events. A copy of the results of the check shall be maintained by the school.
- c.** The School shall give notice to the Commission of any employee it finds who has a prior conviction of a felony, or any crime related to theft or misappropriation of funds, and of any employee who is convicted of a felony during the term of an employee's employment. The School shall also give notice to the Commission of any employee who has been convicted of an offense enumerated or referenced in chapter 28A.410 RCW.
- d.** Employee rosters and proof of background check clearance shall be provided to the Commission as required by the Charter School Performance Framework, chapter 108-30 WAC.

## **ARTICLE XIII: INSURANCE AND LEGAL LIABILITIES**

### **Section 13.1 Insurance**

The School will maintain adequate insurance necessary for the operation of the School, including but not limited to property insurance, general liability insurance, workers' compensation insurance, unemployment compensation insurance, motor vehicle insurance, and errors and omissions insurance covering the Board, School, and its employees with policy limits as set forth below:

- a. Comprehensive general liability: \$3,000,000
- b. Officers, directors and employees errors and omissions: \$50,000
- c. Professional liability insurance: \$1,000,000 per occurrence, plus \$3,000,000 for sexual molestation claims. Coverage must include coverage from claims of sexual molestation and corporal punishment and any sublimits must be approved by the Commission.
- d. Data Breach Insurance: \$1,000,000
- e. Property insurance: As required by landlord or lender
- f. Transportation/Motor vehicle liability (if appropriate): \$3,000,000 per occurrence, which must include coverage for bodily injury and property damage; any sublimits must be approved by the Commission. In addition, collision and comprehensive insurance against physical damage including theft shall be provided with a maximum deductible of \$1,000 for collision and \$1,000 for comprehensive coverage except when the cost of the coverage would exceed the value of the vehicle during the contract period.
- g. Fidelity/Crime Coverage: \$500,000
- h. Workers' compensation: Prior to performing work under this Contract, the School shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in RCW Title 51, and shall maintain full compliance with RCW Title 51 during the course of this Contract.

The Commission shall be named as an additional insured on all of these insurance policies. The Commission may reasonably require the School to adjust the coverage and limits provided for under the terms of any particular contract or policy. The School will pay any deductible amounts attributable to any acts or omissions of the School, its employees, or agents. Failure to maintain insurance coverage in at least the minimum limits required by this contract is grounds for revocation.

### **Section 13.2 Insurance Certification**

The School shall, by August 1<sup>st</sup> of each year, provide the Commission with proof of insurance as required by state law and Commission policy.

### **Section 13.3 Risk Management**

Within 24 hours of identification of any pending or threatened claims or charges the School will inform the Commission and provide the Commission's counsel and risk manager with all notices of claims. In addition to satisfying its indemnification obligations, the School will cooperate fully with the Commission in the defense of any claims asserted against the Commission, its board members, agents or employees arising from or related to the operation of the School and comply with the defense and reimbursement provisions of all applicable insurance policies.

#### **Section 13.4 Limitation of Liabilities**

In no event will the State of Washington, or its agencies, officers, employees, or agents, including, but not limited to the Commission, be responsible or liable for the debts, acts or omissions of the School, its officers, employees, or agents.

#### **Section 13.5 Faith and/or Credit Contracts with Third Parties**

The School shall not have authority to extend the faith and credit of the Commission or the State of Washington to any third party and agrees that it will not attempt or purport to do so. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the Commission and agrees to include a statement to this effect in each contract or purchase order it enters into with third parties.

#### **Section 13.6 Indemnification**

To the fullest extent permitted by law, the School shall indemnify, defend and hold harmless the Commission, State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract by the Schools' agents, employees, representatives, or contractors. The School's obligation to indemnify, defend, and hold harmless includes any claim by Schools' agents, employees, representatives, or any contractor or its employees. The School expressly agrees to indemnify, defend, and hold harmless the Commission and State for any claim arising out of or incident to School's or any contractor's performance or failure to perform obligations under the contract. The obligation of indemnification includes all attorney fees, costs and expenses incurred by the Commission and/or State in defense of any suits, actions, grievances, charges and/or proceedings. This obligation shall survive the term of this contract.

## **ARTICLE XIV: OVERSIGHT AND ACCOUNTABILITY**

### **Section 14.1 School Performance Framework**

- a.** Annually, the School and Commission must set performance targets designed to help the School meet its mission-specific educational and organizational goals, applicable federal, state, and Commission expectations. Once agreed upon, those performance targets shall be incorporated into the contract through amendment.
- b.** The School shall annually Meet Standards or Exceed Standards on the Commission's Charter School Performance Framework set out in chapter 108-30 WAC, the requirements contained in chapter 28A.710 RCW, and as set out in this Contract. The specific terms, form and requirements of the Performance Framework, including any required indicators, measures, metrics, and targets, are determined by the Commission and will be binding on the School.
- c.** The Commission will monitor and periodically report on the School's progress in relation to the indicators, measures, metrics and targets set out in the Performance Framework. Such reporting will take place in accordance with the Commission's Master Calendar and required school data reporting per OSPI rules and policies.
- d.** The School's performance in relation to the indicators, measures, metrics and targets set forth in chapter 108-30 WAC, the requirements contained in chapter 28A.710 RCW, and the School specific performance measures set out in this Contract shall provide one basis upon which the Commission will base its decisions to renew, revoke, terminate or take other action on the Contract.
- e.** The specific terms, form and requirements of the Performance Framework may be modified or amended to the extent required to align with changes to applicable state or federal accountability requirements, as set forth in law. In the event that any such modifications or amendments occur, the Commission will use best efforts to apply expectations for school performance in a manner consistent with those set forth in the Performance Framework as initially established in the Contract.
- f.** The Commission reserves the right to amend the Charter School Performance Framework set out in chapter 108-30 WAC in accordance with the legal requirements that govern amendment of agency rules. The School will be required to comply with any amendments of the Charter School Performance Framework.

### **Section 14.2 Performance Audits and Evaluation**

Annually, the school shall be subject to an annual review by the Commission or its designee.

#### **Section 14.2.1 Annual Performance Review**

The School shall be subject to a review of its academic, organizational, and financial performance at least annually and is required to comply with obligations as indicated in Attachment 9: Identification of Documentation Required for Annual Performance Report.

The School agrees to make all documentation, records, staff, employees, or contractors promptly available to the Commission upon request.

Updated: May 11, 2017

#### **Section 14.2.2 Data and Reports**

The School shall promptly provide to the Commission any information, data, documentation, evidence and reports necessary for the Commission to meet its oversight and reporting obligations as outlined in chapter 28A.710 RCW. When the request is for on-site inspection of records, prompt is defined as immediate access. If the request is for reproduction of records, then the Commission will include a timeframe in which the records must be provided; adherence to this timeframe will be considered prompt.

The School shall also provide required documentation, data, information and reports include identified in Attachment 9: Identification of Documentation Required for Annual Performance Report by the deadlines identified in the Master Calendar.

The School shall submit all data, worksheets, reports and other information required by OSPI in accordance with the deadlines imposed by OSPI.

Failure to provide reports, data, documentation, or evidence by the date due is a material violation of the Contract.

#### **Section 14.3 Multiple School Applicant and Operator Oversight.**

Once an Applicant is operating more than one school, the Commission may require the Applicant to address identified concerns or deficiencies in all of its Schools without conducting an investigation or inquiry at each School. The revocation of one school's charter shall create a presumption that all other contracts with the Commission shall be revoked. The Applicant bears the burden of rebutting the presumption.

## **ARTICLE XV: COMMISSION'S RIGHTS AND RESPONSIBILITIES**

### **Section 15.1 Oversight and Enforcement**

The Commission will manage, supervise, and enforce this Contract. It will oversee the School's performance under this Contract and hold the School accountable to performance of its obligations as required by federal and state laws and regulations, the Performance Framework, as well as the terms of this Contract. This may include, but is not limited to, taking corrective action, development of corrective action plans, imposing sanctions, renewal, revocation, or termination of this Contract.

### **Section 15.2 Right to Review**

The Commission is a state educational agency with oversight and regulatory authority over the schools that it authorizes as provided by the provisions of chapter 28A.710 RCW. Upon request, the Commission, or its designee, shall have the right to review all records created, established or maintained by the School in accordance with the provisions of this Contract, Commission policies and regulations, or federal and state law and regulations. This right shall be in addition to the Commission's right to require the School to submit data and other information to aid in the Commission's oversight and monitoring of the School as provided under this Contract and governing law. When the request is for on-site inspection of records, the Commission shall be granted immediate access. If the request is for reproduction of records, then the Commission will include a timeframe in which the records must be provided; the School must adhere to this timeframe.

This information, regardless of the form in which it is disclosed, will be used by the Commission, and its authorized representatives, to satisfy its obligations to audit, evaluate, and conduct compliance and enforcement activities relative to the School.

### **Section 15.3 Inquiries and Investigations**

The Commission may conduct or require oversight activities including, but not limited to, inquiries and investigations consistent with chapter 28A.710 RCW, regulations, and the terms of this Contract. The Commission may gather information or evidence from any individual or entity with information or evidence that may be relevant to the inquiry or investigation.

### **Section 15.4 Notification of Perceived Problems**

The Commission will notify the School of perceived problems about unsatisfactory performance or legal compliance within reasonable timeframes considering the scope and severity of the concern. The School will be given reasonable opportunity to respond to and remedy the problem, unless immediate revocation is warranted.

### **Section 15.5 Other Legal Obligations**

Nothing in this Contract will be construed to alter or interfere with the Commission's performance of any obligations imposed under federal or state law.

### **Section 15.6 Oversight Fee**

The Commission shall be paid an authorizer oversight fee in accordance with RCW 28A.710.110 and associated rules adopted by the State Board of Education (SBE).

## **ARTICLE XVI: BREACH OF CONTRACT, TERMINATION, AND DISSOLUTION**

### **Section 16.1 Breach by the School**

Violation of any material provision of this contract may, in the discretion of the Commission, be deemed a breach and be grounds for corrective action up to and including revocation or nonrenewal of this Contract. In making this determination, the Commission will consider the underlying facts and circumstances including, but not limited to, the severity of the violation as well as the frequency of violations and adhere to the applicable procedures contained in chapter 28A.710 RCW, and its rules and procedures. Material provisions include, but are not limited to, provisions imposing a requirement to comply with the Commission rules and policies and all Applicable Laws.

### **Section 16.2 Termination by the Commission**

This Contract may be terminated, after written notice to the School, and the charter revoked by the Commission in accordance with the provisions of chapter 28A.710 RCW, and associated rules and policies. In order to minimize the disruption to students, the termination protocol developed pursuant to RCW 28A.710.210 will be followed.

The Commission may terminate the Contract for any of the following reasons:

- a. Any of the grounds provided for under chapter 28A.710 RCW, as it exists now or may be amended;
- b. A material and substantial violation of any of the terms, conditions, standards, or procedures set forth in the Contract;
- c. Failure to meet generally accepted standards of fiscal management and/or school's lack of financial viability;
- d. Failure to provide the Commission with access to information and records;
- e. Substantial violation of any provision of Applicable Law;
- f. Failure to meet the goals, objectives, content standards, performance framework, applicable federal requirements or other terms identified in the Contract;
- g. Bankruptcy, insolvency, or substantial delinquency in payments, of the School;
- h. It is discovered that the Applicant submitted inaccurate, incomplete or misleading information in its Application or in response to a Commission's request for information or documentation; or
- i. The school's performance falls in the bottom quartile of schools on the State Board of Education's accountability index.

This Contract may also be terminated if the Commission determines that there are insufficient funds available for the operation of the School. Insufficient funds shall include, but not be limited to, reduction in, or elimination of, state allocation of funds to a degree that the Commission determines the School is no longer financially viable and could include the presence of insufficient reserves and lack of school access to additional funds. It shall also include depletion of grants or other funding sources to a degree that the Commission determines the School is no longer financially viable. Such termination will be effective on the date identified in the notice, which will be 30 days, or sooner, if the Commission determines that a shorter period is warranted.

### **Section 16.3 Other Remedies**

The Commission may impose other appropriate remedies for breach including, but not limited to, imposing sanctions or corrective action to address apparent deficiencies or noncompliance with legal requirements. These may include a requirement that the School develop and execute a corrective action plan within a specified timeframe. Failure to develop, execute, and/or complete the corrective action plan within the timeframe specified by the Commission will constitute a material and substantial violation of the Contract. This provision shall be implemented in accordance with the chapter 28A.710 RCW and the associated rules and guidance issued by the Commission.

### **Section 16.4 Termination by the School**

Should the School choose to terminate this Contract before the end of the Contract term, it must provide the Commission with notice of the decision immediately after it is made, but no later than ninety days before the closure of the school year. Notice shall be made in writing to the Commission. The School must comply with the Commission's termination protocol.

### **Section 16.5 Invalid Provisions**

If any provision of this Contract or the legal authority for entering into the Contract is invalidated by the decision of any court or competent jurisdiction, the Commission shall determine whether any of the Contract provisions can be given effect in light of the decision and notify the Board of the extent to which the Contract can remain in effect without the invalid provision. If the Commission determines that the decision implicates the legal authority for entering into the Contract, or materially and substantially alters the Contract provisions, the Contract shall terminate on the date that the decision becomes final.

If the legal authority for entering into this Contract is invalidated, then this Contract shall immediately terminate when the Court's order becomes final.

### **Section 16.6 Termination for Withdrawal of Authority**

In the event that the Commission's authority to perform any of its duties is limited in any way, such that it cannot perform its duties or obligations under law and/or this Contract, after the commencement of this Contract and prior to normal completion, the Commission may terminate this Contract, in whole or in part, by seven (7) calendar days or other appropriate time period written notice to Applicant.

### **Section 16.7 Termination for Non-Allocation of Funds**

If funds are not allocated to continue this Contract in any future period, or it appears that the legislature may not enact a budget before the end of a fiscal year, the Commission may terminate or suspend this Contract by seven (7) calendar days, or other appropriate time period, written notice to the Board. No penalty shall accrue to the Commission in the event this section shall be exercised.

### **Section 16.8 Termination for Conflict of Interest**

Commission may terminate this Contract by written notice to Applicant if it is determined, after due notice and examination, that any party to this Contract has violated the ethics or conflicts of interest provisions of this Contract, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts.

**Section 16.9 Dissolution**

Upon termination of this Contract for any reason by the School, upon expiration of the Contract, or if the School should cease operations or otherwise dissolve, the Commission may supervise the winding up of the business and other affairs of the School; provided, however, that in doing so the Commission will not be responsible for and will not assume any liability incurred by the School under this Contract. The Board and School personnel shall cooperate fully with the winding up of the affairs of the School. The School's obligations for following a termination protocol and winding up of the affairs of the school shall survive the term of this contract.

**Section 16.10 Disposition of Assets upon Termination or Dissolution**

All assets, including tangible, intangible, and real property in use by the School but originally owned by the state or assets purchased using at least 25 percent of public funds are the property of the state and shall be returned to the state upon termination or dissolution, in accordance with Commission policy and governing law. School owned assets, including tangible, intangible, and real property, remaining after paying the School's debts and obligations and not requiring return or transfer to donors or grantors, or other disposition in accordance with state law, will be disposed of in accordance with governing state and federal law, including, but not limited to RCW 28A.710.210, and the rules adopted thereto. This provision shall survive the term of this contract.

## **ARTICLE XVII: MISCELLANEOUS PROVISIONS**

### **Section 17.1 Merger**

This Agreement, and all attachments, exhibits and amendments thereto, contains all the terms and conditions agreed upon by the parties and supersedes all previous agreements. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the Parties hereto.

### **Section 17.2 Amendments**

No amendment to this Contract will be valid unless ratified in writing by the Commission and the Board and executed by authorized representatives of the Parties.

### **Section 17.3 Governing Law and Enforceability**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

### **Section 17.4 Severability**

If any provision of this Contract or any application of this Contract to the School is found contrary to law or invalid, such provision or application will have effect only to the extent permitted by law and the invalidity shall not affect the validity of the other terms or conditions of this Agreement.

### **Section 17.5 No Waiver**

The Parties agree that no assent, express or implied, to any breach by either party of any one or more of the provisions of this Contract shall constitute a waiver of any other breach.

### **Section 17.6 No Third-Party Beneficiary**

This Contract shall not create any rights in any third parties who have not entered into this Contract, nor shall any third party be entitled to enforce any rights or obligations that may be possessed by either party to this Contract.

### **Section 17.7 Non-Assignment**

Neither party to this Contract shall assign or attempt to assign any rights, benefits, or obligations accruing to the party under this Contract unless the other party agrees in writing to any such assignment.

### **Section 17.8 Records Retention**

School records shall be maintained in accordance with all applicable state and federal document and record retention requirements. If any litigation, claim or audit is started before the expiration of an applicable document retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. This provision shall survive the term of the contract

### **Section 17.9 Confidential Information**

- a. The parties recognize that they are both bound by the requirements of the Family Educational Rights and Privacy Act Regulations (FERPA), (20 U.S.C. § 1232g; 34 C.F.R. § 99), and they will safeguard such information in accordance with the requirements of FERPA. The parties further recognize that that some of the information exchanged under this agreement will be confidential.

**b.** The term confidential information as used in this Contract means any and all information provide by one party to the other that is exempt from mandatory disclosure under the terms of the state public disclosure laws codified at chapter 42.56 RCW. The term “confidential information” includes, but is not limited to:

**1.** Any personally identifiable student-related information, including, but not limited to:

- i.** Student names;
- ii.** The name of a student’s parent or other family members;
- iii.** Student addresses;
- iv.** The address of a student’s family;
- v.** Personal identifiers such as a student’s social security number or student number;
- vi.** Personal characteristics that would make a student's identity easily traceable;
- vii.** Any combination of information that would make a student's identity easily traceable;
- viii.** Test results for schools and districts which test fewer than ten students in a grade level; and
- ix.** Any other personally identifiable student related information, or portrayal of student related information in a personally identifiable manner. (See, in particular, RCW 42.56.230(1) which exempts personal information in files maintained for students in public schools from mandatory public disclosure; RCW 42.56.070 and 42.56.080 which recognize exemptions from mandatory public disclosure information contained in other statutes such as the federal FERPA and its implementing regulations which prohibit the unauthorized public disclosure and re-disclosure of “personally identifiable student information” in or from student “education records”; and the provisions of this contract.

**c.** Confidential information disclosed under this agreement will be used solely for legally authorized purposes including, but not limited to, the audit, evaluation of the School and associated compliance and enforcement activities.

**d.** Only employees of the parties, and legally authorized individuals, will have access to confidential information described in this agreement. Any re-disclosure of personally identifiable information will occur only as authorized under this agreement and 34 C.F.R. § 99.33.

**e.** Confidential information exchanged under this agreement will be destroyed when the purpose for which the information was required has been completed, and will not be duplicated or re-disclosed without specific authority to do so. Provided, however, that the parties must also comply with all legally imposed document retention requirements and litigation holds.

**f.** The parties will safeguard confidential information by developing and adhering to policies governing physical, electronic, and managerial safeguards against unauthorized access to and unauthorized disclosure of confidential information.

**g.** If a party receives a public records request, court order, or subpoena for Student Data, provided under this agreement the party shall, to the extent permitted by law, notify the other party within two (2) business days of its receipt thereof, and will reasonably cooperate with the party in meeting FERPA obligations in complying with or responding to said public records request, subpoena, and/or court order.

#### **Section 17.10 Order of Precedence**

The items listed below are incorporated by reference herein. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable Law;
- b. Terms and Conditions of the Contract;
- c. Attachments; and
- d. Any other provisions incorporated by reference or otherwise into the Contract.

#### **Section 17.11 Taxes**

The School shall be responsible for adherence to all state and federal tax laws and regulations including, but not limited to, all payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the School's employees, contractors, staff and volunteers which shall be the sole liability of the School.

#### **Section 17.12 Waiver**

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written instrument signed by the parties.

#### **Section 17.13 Captions**

The captions and headings used in this Contract are for convenience only and shall not be used in construing the provisions of this Contract.

#### **Section 17.14 Gender and Number**

The use of any gender in this Contract shall be deemed to be or include the other genders, including neuter, and the use of the singular shall be deemed to include the plural (and vice versa) wherever applicable.

#### **Section 17.15 New School Application and Response**

This Contract is entered into as a result of the approval of the application submitted by the School in response to the Commission's New Schools Application (NSA). The NSA is attached as Attachment 11: New Schools Application to this Contract and the School's application submitted in response to the NSA is attached as Attachment 12: Charter Public School Application to this Contract.

Updated: May 11, 2017

## ARTICLE XVIII: NOTICE

### Section 18.1 Notice

Any notice required or permitted under this Contract will be in writing and will be effective upon personal delivery, emailing, or three days after mailing when sent by certified mail, postage prepaid, addressed as follows:

Bree Dusseault  
1304 E. 34<sup>th</sup> Street  
Tacoma, WA 98404

Joshua Halsey  
Washington Charter School Commission  
PO Box 40996  
Olympia, WA 98504-0996  
Joshua.Halsey@k12.wa.us  
(360) 725-5511

Any change in address shall be immediately given to the other party in writing. Any notice that is undeliverable due to change of address without proper notification to the other party will be deemed received on the date delivery to the last known address was attempted.

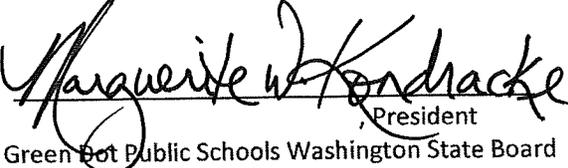
If a notice is received on a weekend or on a national or Washington state holiday, it shall be deemed received on the next regularly scheduled business day.

IN WITNESS WHEREOF, the Parties have executed this Contract to be effective August 20, 2016.

APPROVED BY A QUORUM OF THE COMMISSION ON APRIL 20, 2017:

 May 12, 2017  
Steve Sundquist, Chair  
Washington State Charter School Commission

THE CHARTER SCHOOL BOARD:

 May 24, 2017  
Marguerite W. Kondracke, President  
Green Dot Public Schools Washington State Board

Updated: May 11, 2017

## **APPENDICES**

Attachment 1: Pre-Opening Process and Conditions

Attachment 2: Governance Documents

Attachment 3: Board Roster and Disclosures

Attachment 4: Educational Program Terms and Design Elements

Attachment 6: Education Service Provider (ESP) Contract Guidelines

Attachment 7: Physical Plant

Attachment 8: Statement of Assurances

Attachment 9: Identification of Documentation Required for Annual Performance Report

Attachment 10: Enrollment Policy

Attachment 11: Request for Proposals

Attachment 12: Public Charter School Application

### Attachment 1: Pre-Opening Process and Conditions

TASK	DUE DATE	STATUS/NOTES	COMPLETE
<b>School Facility/Physical Plant:</b>			
Written, signed copy of facility lease, purchase agreement and/or other facility agreements for primary and ancillary facilities as are necessary for School to operate for one year or more.	6/2		
School possesses appropriate documents that the School is of sufficient size and with a sufficient number of classrooms to serve the projected enrollment. Copies of documents are on file with the Commission.	6/2		
The School facilities have met all applicable Department of Health requirements to serve food. Food Safety Permit is on file with the Commission.	7/1		
The School possesses all permits and licenses required to legally operate in the School Facility. Certificate of Occupancy is on file with the Commission.	7/1		
<b>School Operations:</b>			
Board approved (with signature page and date) special education policies and procedures (2161 and 2161P). In addition, evidence of submission of policies and procedures to OSPI and acceptance from OSPI are on file with the Commission.	6/2		
The School has written rules regarding pupil conduct, discipline, and rights including, but not limited to short-term suspensions, students with disabilities and a re-engagement plan.	7/1		
The school has provided evidence of a uniform system of double-entry bookkeeping that is consistent with generally accepted accounting principles Generally Accepted Accounting Principles (GAAP).	6/2		

<p>Copy of Employee Handbook and related employee communication which includes at a minimum, expectations for employee performance and behavior, compensation and benefit information, emergency response information, annual calendar, hours and length of employment, supervisory obligations, and a description of both informal and formal complaint procedures that employees may pursue In the event of disagreements.</p>	<p>6/15</p>		
<p>The school has provided evidence of a student handbook. Student Handbook must contain at a minimum the following: School’s mission statement, School’s Contact Information, School Calendar, School Attendance Policy, Student Discipline Policy, Child Find information and Student Rights and Responsibilities.</p>	<p>6/30</p>		
<p>An annual school calendar approved by the Board of Directors for the first year of the School’s operation is on file with the Commission. School calendar must meet the compulsory school attendance requirements of state law, financial guidelines, and state regulations.</p>	<p>6/30</p>		
<p>The School has established a process for resolving public complaints, including complaints regarding curriculum. The process includes an opportunity for complainants to be heard. School’s process is on file with the Commission.</p>	<p>7/1</p>		
<p>The required Safe School Plan consistent with the school mapping information system pursuant to RCW 28A.320.125; RCW 36.28A.060, is on file with the Commission. For more information on a Safe School Plan, please visit: <a href="https://www.k12.wa.us/safetycenter/Planning/Manual.aspx">https://www.k12.wa.us/safetycenter/Planning/Manual.aspx</a></p>	<p>7/1</p>		
<p>The School, through website posting and written notice with receipt acknowledge by signature of the recipient, must advise families of new, ongoing, and prospective students of any ongoing litigation challenging the constitutionality of charter schools or that may require charter schools to cease operations.</p>	<p>7/1</p>		
<p>State assessment schedule is on file with the Commission.</p>	<p>7/1</p>		

An employee roster and proof of background check clearance for members of the Charter school board, all staff, and contractors who will have unsupervised access to children is on file with the Commission.	7/1		
The School has written rules regarding pupil conduct, discipline, and rights including, but not limited to short-term suspensions, students with disabilities and a re-engagement plan.	7/1		
The school has policy and procedures for requesting, maintaining, securing and forwarding student records.	7/1		
The school has provided evidence of a working system for the maintenance of a proper audit trail and archiving of grade book/attendance (i.e. attendance logs).	7/1		
The school has provided evidence of an adequate staff configuration to meet the educational program terms outlined in the charter, its legal obligations, and the needs of all enrolled students (% of staff positions filled) and/or a plan for filling open positions.	7/1		
Evidence that instructional staff, employees, and volunteers possess all applicable qualifications as required by state and federal law.	7/1		
The school has provided evidence that the Civil Rights Compliance Coordinator, the Section 504 Coordinator, the Title IX Officer and the Harassment, Intimidation, Bullying (HIB) Compliance Officer, McKinney-Vento Liaison, Foster Care Liaison, Special Education and State Assessment Coordinator have been named and submitted to OSPI and the Commission.	7/1		
Provide evidence that all employees have completed training on child abuse and neglect reporting or has comparable experience.	7/1		
<b>School Governance:</b>			
Within two weeks of contract execution, charter school board members must submit a Personal Financial Affairs Statement to the Public Disclosure Commission. The Commission will confirm that each charter school board members has submitted their Statement with the Public Disclosure Commission.	Within 2 weeks of execution of contract		

Charter school must submit annual board meeting schedule including date, time, and location to Commission and assure the Commission that the meetings are posted on school website.	6/2		
Evidence that membership on the Board of Directors is complete and complies with the school's board bylaws (i.e. board roster with contact information for all board members, identification of officers, and term of service).	6/2		
Resume of each board member is on file with the Commission.	6/2		
Board Disclosure forms are complete and on file with the Commission.	6/2		
Submit emergency contact information for the Chief Executive Officer (CEO) and other members of the management team.	6/2		
Annually, the School and Commission must set performance targets/mission-specific goals designed to help the School meet its mission-specific educational and organizational goals. Once agreed upon, those performance targets shall be incorporated into the charter contract through amendment. These targets must be set by July 1st of each year of the School's operation	7/1		
<b>Budget:</b>			
The School has provided evidence of an authorization process that identifies 1) individual(s) authorized to expend School funds and issue checks; 2) safeguards designed to preclude access to funds by unauthorized personnel and/or misappropriation of funds; and 3) individual(s) responsible for review and monitoring of monthly budget reports.	7/1		
A copy of the annual budget (using the Commission budget template) adopted by the School Board is on file with the Commission.	7/1		
*Note: Schools should populate Column L: Details of Tab 8: Yearly Budget of the Commission budget template.			

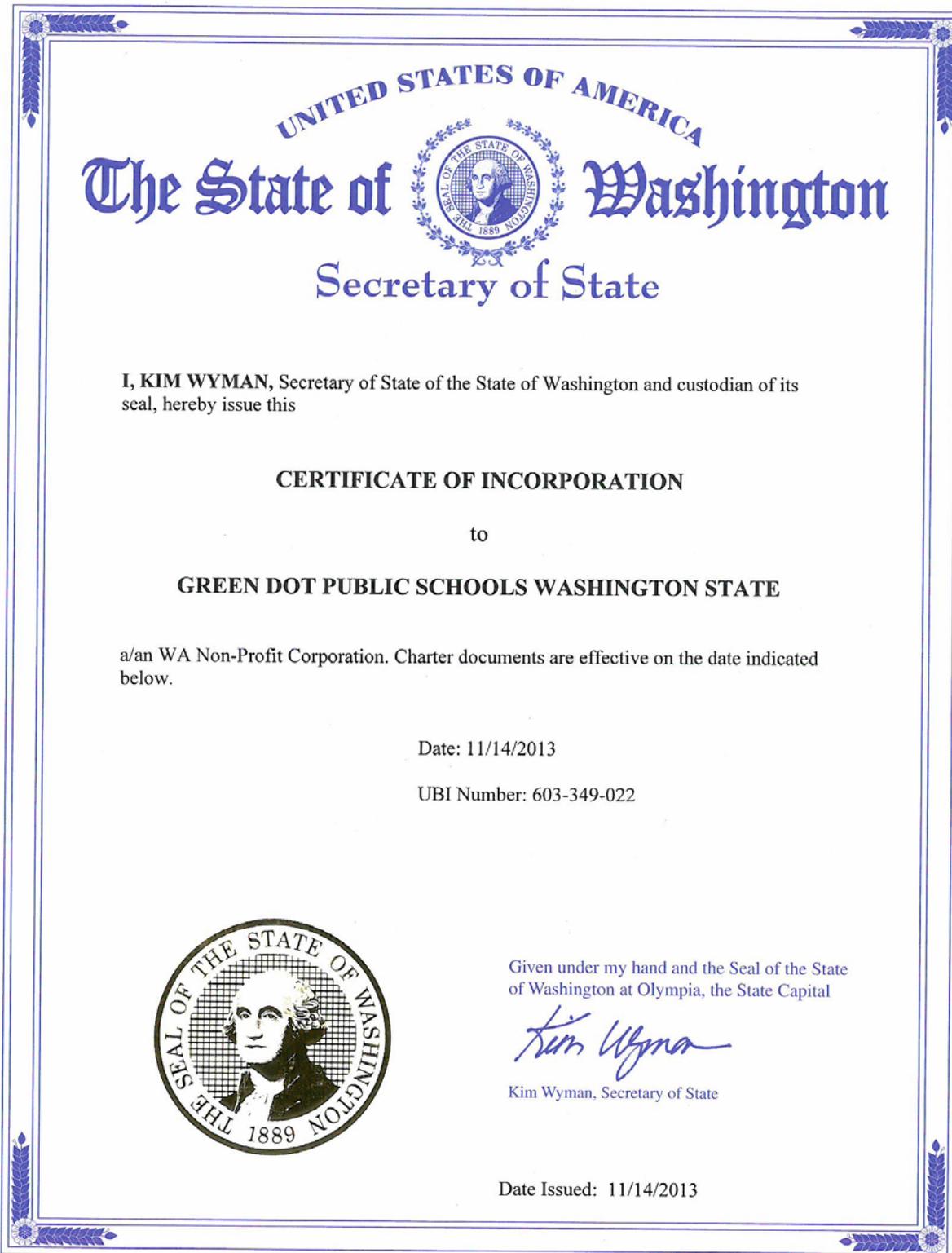
Updated: May 11, 2017

Evidence that the School has obtained and maintains insurance in the coverage areas and minimum amounts set forth in the charter contract.	7/1		
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Note:

- If a due date falls on a Saturday or a Sunday, the document/report will be due on the next Monday.
- If a due date falls on a holiday, the document/report will be due the next business day.

**Attachment 2: Governance Documents**



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**FILED**  
NOV 14 2013  
WA SECRETARY OF STATE

**ARTICLES OF INCORPORATION  
OF  
GREEN DOT PUBLIC SCHOOLS WASHINGTON STATE**

The undersigned, in order to form a nonprofit corporation under the Washington Nonprofit Corporation Act, Chapter 24.03 of the Revised Code of Washington, hereby executes the following Articles of Incorporation:

**ARTICLE 1. NAME**

The name of the corporation is Green Dot Public Schools Washington State.

**ARTICLE 2. DURATION**

The duration of the corporation shall be perpetual.

**ARTICLE 3. PURPOSES AND POWERS**

**3.1 Purposes**

**3.1.1** The corporation is organized exclusively for charitable and educational purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "*Code*"), including, more specifically to promote the advancement of education and to lessen the burdens of government by managing the development and operation of one or more public charter schools in Washington.

**3.1.2** To do any and all lawful activities which may be necessary, useful or desirable for furtherance, accomplishment, fostering or attainment of the foregoing purposes, either directly or indirectly and either alone or in conjunction or cooperation with others, whether such others be persons organizations of any kind or nature, such as corporations, firms, associations, trusts, institutions, foundations, or governmental bureaus, department or agencies.

**3.2 Powers**

**3.2.1** In general, and subject to such limitations and conditions as are or may be prescribed by law, or in the corporation's Articles of Incorporation or Bylaws, the corporation shall have all powers which now or hereafter are conferred by law upon a corporation organized for the purpose set forth above, or are necessary or

incidental to the powers so conferred, or are conducive to the attainment of the corporation's purpose.

### **3.3 Limitations**

#### **3.3.1 Nonprofit Status**

The corporation shall not have or issue shares of stock. The corporation is not organized for profit, and no part of its net earnings shall inure to the benefit of any Director or officer of the corporation, or any private individual, except that the corporation shall be authorized and empowered to pay reasonable compensation to its Directors or officers for services rendered, and to make payments and distributions in furtherance of the purposes of the corporation and subject to the limitations of Sections 3.3.2 and 3.3.3 of these Articles of Incorporation.

#### **3.3.2 Distributions; Dissolution**

No Director or officer of the corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the corporation or the winding up of its affairs. Upon such dissolution or winding up, after paying or making adequate provision for the payment of all the liabilities of the corporation, the remaining assets shall be distributed as follows: (1) return the public school funds of the charter school that have been provided pursuant to RCW 28A.710.220 to the state or local account from which the public funds originated; and (2) any remaining assets of the corporation shall be distributed by the Directors of the corporation (the "*Board of Directors*"), for a purpose or purposes similar to those set forth in Section 3.1 of these Articles of Incorporation, to any other organization that then qualifies for exemption under the provisions of Code Section 501(c)(3). Any such assets not so disposed of shall be disposed of by the Superior Court of King County, Washington, exclusively for a Code Section 501(c)(3) purpose or purposes similar to those set forth in Section 3.1 of these Articles of Incorporation, or to such organization or organizations, as said court shall determine, that are organized and operated for similar Code Section 501(c)(3) purposes.

#### **3.3.3 Prohibited Activity**

(a) No substantial part of the activities of the corporation shall be devoted to attempting to influence legislation by propaganda or otherwise, except to the extent that an organization exempt from federal income tax under Section 501(c)(3) of the Code can engage in such activities without incurring any penalties, excise taxes or losing its status as an organization exempt from federal income tax under Section 501(c)(3) of the Code. The corporation shall not, directly or indirectly, participate in or intervene in (including by the publication or distribution of statements) any political campaign on

behalf of or in opposition to any candidate for public office. The corporation shall not have objectives or engage in activities that characterize it as an "action" organization within the meaning of the Code.

(b) Notwithstanding any other provisions of these Articles of Incorporation, the corporation shall not conduct or carry on activities not permitted to be conducted or carried on by an organization exempt from federal income tax under Section 501(c)(3) of the Code or by an organization contributions to which are deductible under Section 170(c)(2) of the Code.

(c) The corporation is prohibited from engaging in any excess benefit transaction as defined in Section 4958(c) of the Code.

(d) The corporation is prohibited from engaging in any act of self-dealing as defined in Section 4941(d) of the Code, from retaining any excess business holding as defined in Section 4943(c) of the Code that would subject the corporation to tax under Section 4943 of the Code, from making any investments that would subject the corporation to tax under Section 4944 of the Code, and from making any taxable expenditure as defined in Section 4945(d) of the Code. If Section 4942 of the Code is deemed applicable to the corporation, it shall make distributions at such time and in such manner that it is not subject to tax under Section 4942 of the Code.

### **3.4 Powers**

In general, and subject to such limitations and conditions as are or may be prescribed by law, by these Articles of Incorporation, or by the Bylaws of the corporation, the corporation shall have the authority to (a) engage in any and all such activities as are incidental or conducive to the attainment of the purposes of the corporation set forth in *Section 3.1 of these Articles of Incorporation* and (b) exercise any and all powers authorized or permitted under any laws that are now, or hereafter may be, applicable or available to the corporation.

## **ARTICLE 4. DIRECTORS**

### **4.1 Number**

The number of Directors of the corporation shall be determined in the manner provided by the Bylaws of the corporation and may be increased or decreased from time to time in the manner provided therein.

#### 4.2 Initial Directors

The number of Directors constituting the initial Board of Directors shall be two (2). The names and addresses of the persons who are to serve as the initial Directors are as follows:

Kimberly L. Mitchell  
Address:  
6114 Ravenna Ave. NE  
Seattle, WA 98115

Andrew M. Buhayar  
Address: 1504 19<sup>th</sup> Ave.  
Unit A  
Seattle, WA 98122

#### ARTICLE 5. NO MEMBERS

The corporation shall have no members.

#### ARTICLE 6. LIMITATION OF DIRECTOR LIABILITY

To the full extent that the Washington Nonprofit Corporation Act (as it exists on the date hereof or as it may hereafter be amended) permits the limitation or elimination of the liability of Directors, a Director of the corporation shall not be liable to the corporation or its members, if any, for monetary damages for conduct as a Director. Any amendments to or repeal of this Article 6 shall not adversely affect any right or protection of a Director of the corporation for or with respect to any acts or omissions of such Director occurring prior to such amendment or repeal. If the Washington Nonprofit Corporation Act is amended in the future to authorize corporate action further eliminating or limiting personal liability of directors, then the liability of a director for the corporation shall be eliminated or limited to the full extent permitted by the Washington Nonprofit Corporation Act, as so amended, without any requirement of further action by the corporation.

#### ARTICLE 7. INDEMNIFICATION

##### 7.1 Right to Indemnification

The corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "*Proceeding*"), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a Director or officer of the corporation or, while a Director or officer of the corporation, is or was serving at the request of the corporation as a Director, officer, partner, trustee, employee or agent of another corporation, or of a foundation,

partnership, joint venture, limited liability company, trust, enterprise or other nonprofit entity, including service with respect to employee benefit plans (each such other entity, "*Another Enterprise*") (such person, an "*Indemnified Person*"), against all liability and loss suffered and expenses (including attorneys' fees) actually and reasonably incurred by such Indemnified Person in connection with such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section 7.4 of this Article 7, the corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part of such Proceeding) commenced by such Indemnified Person only if the commencement of such Proceeding (or part of such Proceeding) by the Indemnified Person was authorized in advance by the Board of Directors.

### **7.2 Restrictions on Indemnification**

The corporation may not indemnify any Indemnified Person for: (a) acts or omissions of the Indemnified Person finally adjudged to be intentional misconduct or a knowing violation of law; (b) conduct of the Indemnified Person finally adjudged to be in violation of violation of Section 24.03.043 of the Washington Nonprofit Corporation Act in reference to Section 23B.08.310 of the Washington Business Corporation Act; or (c) any transaction with respect to which it was finally adjudged that such Indemnified Person personally received a benefit in money, property or services to which the Indemnified Person was not legally entitled or if the corporation is otherwise prohibited by applicable law from paying such indemnification; provided, however, that if Section 23B.08.560 or any successor provision of the Washington Business Corporation Act is hereafter amended, the restrictions on indemnification set forth in this Section 7.2 shall be as set forth in such amended statutory provision.

### **7.3 Expenses Payable in Advance**

The corporation shall pay the reasonable expenses (including attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of such Proceeding's final disposition (such expenses, "*Advanced Expenses*"), provided, however, that, to the extent required by law, such payment of Advanced Expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all Advanced Expenses if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article 7 or otherwise. Notwithstanding any of the foregoing in this Section 7.3, the corporation shall not be required to pay any Advanced Expenses to a person against whom the corporation directly brings a claim alleging that the corporation is not required to indemnify such person under Section 7.2 of this Article 7.

#### **7.4 Written Statement Required and Right of Indemnified Person to Bring Suit**

An Indemnified Person seeking indemnification pursuant to Section 7.1 or Advanced Expenses pursuant to Section 7.3 must first submit to the Board a sworn statement requesting indemnification or Advanced Expenses, as the case may be, and reasonable evidence of all such amounts requested by such Indemnified Person (such statement, a "*Claim*"). If (a) a Claim pursuant to Section 7.1 above is not paid in full by the corporation within 60 days after such Claim has been received by the corporation, or (b) a Claim pursuant to Section 7.3 above is not paid in full by the corporation within 30 days after such Claim has been received by the corporation, then the Indemnified Person may at any time after the expiration of the applicable period bring suit against the corporation to recover the unpaid amount of such Claim. If an Indemnified Person succeeds in whole or in part in any such suit or in a suit brought by the corporation to recover Advanced Expenses pursuant to the terms of an undertaking, then such Indemnified Person is also entitled to receive reimbursement from the corporation for the expense of prosecuting or defending such suit. The Indemnified Person shall be presumed to be entitled to indemnification under this Article 7 upon submission of a Claim (and, in an action brought to enforce a Claim for Advanced Expenses, where the required undertaking has been delivered to the corporation), and, thereafter, the corporation shall have the burden of proof to overcome the presumption that the Indemnified Person is so entitled.

#### **7.5 Procedures Exclusive**

Pursuant to Section 24.03.043 of the Washington Nonprofit Corporation Act in reference to Section 23B.08.560(2) or any successor provision of the Washington Business Corporation Act, the procedures for indemnification and Advanced Expenses set forth in this Article 7 are in lieu of the procedures required by Section 23B.08.550 or any successor provision of the Washington Business Corporation Act.

#### **7.6 Nonexclusivity of Rights**

The right to indemnification and Advanced Expenses conferred by this Article 7 shall not be exclusive of any other right that any person may have or hereafter acquire under (a) any statute, (b) provision of these Articles of Incorporation, (c) the Bylaws of the corporation, (d) by general or specific action of the Board of Directors, (e) by contract or (f) otherwise.

#### **7.7 Insurance, Contracts and Funding**

The corporation may maintain insurance, at its expense, to protect itself and any Director, officer, partner, trustee, employee or agent of the corporation or Another Enterprise against any expense, liability or loss, whether or not the corporation would

have the power to indemnify such person against such expense, liability or loss under the Washington Business Corporation Act. The corporation may enter into contracts with any Director, officer, partner, trustee, employee or agent of the corporation in furtherance of the provisions of this Article 7 and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification and Advanced Expenses as provided in this Article 7.

#### **7.8 Indemnification of Employees and Agents of the Corporation**

The corporation may, by action of the Board of Directors, grant rights to indemnification and advancement of expenses to employees and agents or any class or group of employees and agents of the corporation (a) with the same scope and effect as the provisions of this Article 7 with respect to the indemnification and Advanced Expenses of Directors and officers of the corporation, (b) pursuant to rights granted under, or provided by, the Washington Business Corporation Act, or (c) as are otherwise consistent with law.

#### **7.9 Persons Serving Other Entities**

Any person who, while a Director or officer of the corporation, is or was serving (a) as a Director or officer of another foreign or domestic corporation of which a majority of the shares entitled to vote in the election of its Directors is held by the corporation or (b) as a partner, trustee or otherwise in an executive or management capacity in a partnership, joint venture, trust or other enterprise of which the corporation or a wholly owned subsidiary of the corporation is a general partner or has a majority ownership shall be deemed to be (i) so serving at the request of the corporation and (ii) entitled to indemnification and Advanced Expenses under this Section 7.

### **ARTICLE 8. REGISTERED OFFICE AND REGISTERED AGENT**

The address of the initial registered office of the corporation is 2560 5<sup>th</sup> Ave. W., Seattle, WA 98119, and the name of its initial registered agent at such address is Langfeldt Law, PLLC.

### **ARTICLE 9. AMENDMENT TO ARTICLES OF INCORPORATION**

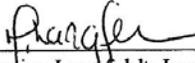
The corporation reserves the right to amend or repeal any of the provisions contained in these Articles of Incorporation in any manner now or hereafter permitted by law.

**ARTICLE 10. INCORPORATOR**

The name and address of the incorporator of the corporation are as follows:

Monica Langfeldt  
Langfeldt Law, PLLC  
2560 5<sup>th</sup> Ave. W  
Seattle, WA 98119

DATED: November 14, 2013

  
\_\_\_\_\_  
Monica Langfeldt, Incorporator

**CONSENT TO APPOINTMENT AS REGISTERED AGENT**

I, Langfeldt Law, PLLC, hereby consent to serve as registered agent in the State of Washington for the following corporation: Green Dot Public Schools Washington State. I understand that as agent for the corporation, it will be my responsibility to accept Service of Process in the name of the corporation, to forward all mail and license renewals to the appropriate officer(s) of the corporation, and to immediately notify the Office of the Secretary of State of my resignation or of any changes in the address of the registered office of the corporation for which I am agent.

Dated: November 14, 2013.

Heica Langfeldt, Member  
(Signature)

Langfeldt Law, PLLC  
(Type or print name of agent)

2560 5<sup>th</sup> Ave W.  
(Street address of registered office)

Seattle, WA 98119  
(City, state and zip code)



James M. Dolliver Building  
 801 Capitol Way South • PO Box 40234  
 Olympia, WA 98504-0234  
 Tel: 360.725.0377  
[www.sos.wa.gov/corps](http://www.sos.wa.gov/corps)

**Congratulations:**

You have completed the initial filing to create a new business entity. **The next step in opening your new business is to complete a Business License Application.** You may have completed this step already. The Business License Application can be completed online or downloaded at: <http://www.bls.dor.wa.gov>.

If you have any questions about the Business License Application, or would like a Business License Application package mailed to you, please call Business License Services at 1-800-451-7985.

LANGFELDT LAW PLLC  
 2560 5TH AVE W  
 SEATTLE, WA 98119

**IMPORTANT**

You have completed the initial filing to create a new entity. To keep your filing status active and avoid administrative dissolution, you must:

1. **File an Annual Report** and pay the annual license fee each year before the anniversary of the filing date for the entity. A notice to file your annual report will be sent to your registered agent. It is the corporation or LLC's responsibility to file the report even if no notice is received.
2. **Maintain a Registered Agent** and registered office in this state. You must notify the Corporations Division if there are any changes in your registered agent, agent's address, or registered office address. Failure to notify the Corporations Division of changes will result in misrouted mail, and possibly administrative dissolution.

If you have questions about report and registered agent requirements, please contact the Corporations Division at 360-725-0377 or visit our website at: <http://www.sos.wa.gov/corps>.

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 30 2014

GREEN DOT PUBLIC SCHOOLS WASHINGTON  
STATE  
C/O LANGFELDT LAW PLLC  
2650 5TH AVE W  
SEATTLE, WA 98119

Employer Identification Number:  
46-4128856  
DLN:  
17053326401013  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
June 30  
Public Charity Status:  
170(b)(1)(A)(ii)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
November 14, 2013  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947

GREEN DOT PUBLIC SCHOOLS WASHINGTON

Sincerely,

A handwritten signature in black ink that reads "Tamara Ripperda". The signature is written in a cursive, flowing style.

Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947

**AMENDED AND RESTATED BYLAWS  
OF  
GREEN DOT PUBLIC SCHOOLS WASHINGTON STATE**  
(a Washington nonprofit corporation)

**ARTICLE 1. OFFICES**

The principal office for the transaction of the activities and affairs of the corporation shall be at such location within the State of Washington as the Board of Directors (“Board”) shall from time to time designate. The corporation may also have such other offices within the State of Washington as the Board of Directors may from time to time establish.

**ARTICLE 2. MEMBERSHIP**

The corporation shall have no members.

**ARTICLE 3. BOARD OF DIRECTORS**

**3.1 General Powers**

The powers of the corporation shall be exercised, its property controlled and its activities and affairs conducted by or under the directors of the Board. The Board may delegate the management of the activities of the corporation to any person or persons, nonprofit management company, or committee provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

**3.2 Authorized Number**

The authorized number of Directors shall be not less than three (3) and nor more than twenty-five (25). The exact number of authorized Directors shall be fixed within these limits from time to time by the corporation. The exact number of authorized Directors shall be fixed within these limits from time to time by Green Dot Public Schools National, a California nonprofit public benefit corporation (“GDPSN”).

**3.3 Qualifications**

No more than forty-nine percent (49%) of the persons serving on the Board may be interested persons. An interested person is (a) any person currently being compensated by the corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as a Director, and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law,

daughter-in-law, mother-in-law or father-in-law of such a person. The provision of this paragraph, however, shall not affect the validity or enforceability of any transaction entered into by the corporation. Directors may have such other qualifications as the Board may prescribe by amendment to these Bylaws.

### **3.4 Election of Directors**

#### **3.4.1 Initial Directors**

The initial Directors named in the Articles of Incorporation shall serve until the first annual meeting of the Board.

#### **3.4.2 Designation and Term**

GDPSN, acting through its Board of Directors, shall designate the Directors of the corporation. Each Director designated by GDPSN shall serve for such term of office as is specified by GDPSN and thereafter until removed or replaced.

#### **3.4.3 Resignation**

A Director may resign effective upon giving written notice to the Chair, the President, the Secretary, or the Board, unless the notice specifies a later time for the effectiveness of such resignation. No Director may resign if the corporation would be left without a duly elected Director in charge of its affairs.

#### **3.4.4 Removal of Directors**

A Director may be removed by GDPSN with or without cause at any time, or by a majority vote of the Directors then in office with the written consent of GDPSN.

#### **3.4.5 Vacancies**

A vacancy or vacancies on the Board shall be deemed to exist in the event of the death, resignation or removal of any Director, or if the Board by resolution declares vacant the office of a Director who has been declared of unsound mind by an order of the court, or who has been convicted of a felony, or who has been found by final order of judgment of any court to have breached a duty under the Washington Nonprofit Act, or if the authorized number of Directors is increased, or if GDPSN fails to designate the authorized number of Directors to be designated by GDPSN.

In the event of any vacancy of the Board, the position of Director may be filled by GDPSN pursuant to Section 3 of this Article 3.4.2. A Director who fills a vacancy shall serve for the unexpired term of his or her predecessor in office.

## ARTICLE 4. MEETINGS

### 4.1 Open Public Meetings Act

All meetings of the Board shall be called, noticed and held in compliance with the provisions of the Open Public Meetings Act set forth in RCW 42.30. Except as otherwise permitted by the Open Public Meetings Act, all meetings of the Board shall be open and public, and all personnel shall be permitted to attend any meeting of the Board. The Board shall not act any meeting required to be open to the public vote by secret ballot. Any vote taken in violation of this section shall be null and void.

### 4.2 Place of Meetings

All meetings of the Board shall be held at the principal office of the corporation or such other place as shall be determined from time to time by resolution of the Board, provided that, except as otherwise permitted by the Open Public Meetings Act, all meetings of the Board shall be held within Washington, or as required by an existing and valid charter between the corporation and an authorizing school district or other appropriate Washington legislative body.

### 4.3 Annual Meeting

The annual meeting of the Board shall be held during the month of December on a date chosen by the President or the Board for the purposes of electing Directors and officers and transacting such business as may properly come before the meeting. If the annual meeting is not held on the date designated therefor, the Board shall cause the meeting to be held as soon thereafter as may be convenient.

### 4.4 Regular Meetings

Regular meetings of the Board shall be held on such dates and at such times as shall be determined from time to time by resolution of the Board. If at any time any regular meeting falls on a holiday, such regular meeting shall be held on the next business day. At least 72 hours before a regular meeting, the Board or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. The agenda shall specify the time and location for the regular meeting and shall be posted in a location that is freely accessible to members of the public, or on the corporation's internet web site, if the corporation has one, and at the site of each charter school operated by the corporation. The agenda shall include information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services may be made by a person with a disability who requires modification or accommodation in order to participate in the public meeting. The agenda shall provide an opportunity for members of the public to directly address the Board on any item of interest

to the public before or during the Board's consideration of the item, that is within the authority of the Board. Except as otherwise permitted by the Open Public Meetings Act, no action or discussion shall be undertaken on any item not appearing on the posted agenda.

#### **4.4.1 Presentation to the Board/Agenda Items**

Any person may address the Board concerning any item on the agenda prior to action by the Board on such item. Such comments shall be limited to five minutes, unless the Board, at its discretion, votes to shorten or lengthen the time for each speaker. The total time devoted to presentations to the Board on agenda items shall not exceed one-half hour unless additional time is granted by the Board. If the number of persons interested in addressing the Board on an item cannot be accommodated in the time allotted, the Board shall take reasonable steps to allocate time fairly among those supporting or opposing the item.

#### **4.4.2 Presentation to the Board/Non-Agenda Items**

Members of the public may address the Board on any item not listed on the Board meeting agenda. Speakers will be limited to three minutes, unless the Board, at its discretion votes to shorten or lengthen the time for each speaker. No more than a total of fifteen minutes shall be devoted to all non-agenda items at regular meetings. The President may disallow a request to address the Board if repetitive of other speakers, or if the speaker seeks to make a presentation that he or another speaker has made at a previous meeting, if it appears that the total allotted time may be exceeded.

Members of the public attempting to make complaints or charges against an employee before the Board in open session will be offered the option to meet with staff to file a complaint under GDPSN's established complaint procedures.

#### **4.4.3 Disturbance of Meetings**

In the event that any meeting is interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are interrupting the meeting, the members of the Board conducting the meeting may order the meeting room cleared and continue in session or may adjourn the meeting and reconvene at another location selected by majority vote of the Board. In such a session, final disposition may be taken only on matters appearing on the agenda. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in this section shall prohibit the Board from establishing a procedure for readmitting an individual or individuals not responsible for disturbing the orderly conduct of the meeting.

#### **4.4.4 Request to Address the Board**

“Request to Address the Board” cards shall be available in the Board meeting room prior to the beginning of each meeting. Members of the public who seek to address the Board on an agenda item or during time allotted for oral communications shall complete a “Request to Address the Board” card and give it to the Board Chairperson or designee no later than ten minutes prior to the commencement of the meeting.

#### **4.4.5 Preparation of the Board Agenda**

The Secretary or designee shall be responsible to prepare the agendas for all regular meetings of the Board.

#### **4.4.6 Agenda Distribution**

The Board agenda, with supporting information for a regular Board meeting, shall be delivered to Board members at least 72 hours prior to the meeting. The Secretary or designee is responsible for the distribution of Board packets (which include the official agenda and all supporting information to be discussed/acted upon in open session).

In addition to the provisions of agendas, all supporting public information shall be provided to those persons or parties who have requested to be placed upon the Board’s mailing list. A reasonable fee may be charged to receive the actual costs of providing the agenda.

### **4.5 Special Meetings**

- (1) A special meeting may be called at any time by the Chair of the Board of the corporation or by a majority of the members of the Board by delivering written notice personally, by mail, by fax, or by electronic mail to each member of the Board. Written notice shall be deemed waived in the following circumstances:
  - (a) a Director submits a written waiver of notice with the secretary of the Board at or prior to the time the meeting convenes. A written waiver may be given by telegram, fax, or electronic mail; or
  - (b) a Director is actually present at the time the meeting convenes.

- (2) Notice of a special meeting shall be:
- (a) Delivered to each local newspaper of general circulation and local radio or television station that has on file with the Board a written request to be notified of such special meeting or of all special meetings;
  - (b) Posted on the corporation's website. The corporation is not required to post a special meeting notice on its web site if it (i) does not have a web site; (ii) employs fewer than ten full-time equivalent employees; or (iii) does not employ personnel whose duty, as defined by a job description or existing contract, is to maintain or update the web site; and
  - (c) Prominently displayed at the main entrance of the corporation's principal location and the meeting site if it is not held at the corporation's principal location.

Such notice must be delivered or posted, as applicable, at least twenty-four hours before the time of such meeting as specified in the notice.

- (3) The call and notices required under Articles 4.5(1) and 4.5(2) shall specify the time and place of the special meeting and the business to be transacted. Final disposition shall not be taken on any other matter at such meetings by the Board.
- (4) The notices provided in this section may be dispensed with in the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage.

#### **4.6 Emergency Meetings**

In the event of an emergency, as defined by RCW 42.30.070, and there is a need for expedited action by the Board to meet the emergency, the Chair of the Board may provide for a meeting site other than the regular meeting site and the notice requirements of RCW 42.30.070 shall be suspended during such emergency.

#### **4.7 Quorum**

A quorum of the Board for the transaction of business shall be the greater of the majority of the Directors then in office or one-fifth of the authorized Directors.

#### **4.8 Transactions of the Board**

An act or decision done or made by the majority vote of the Directors then in office at a meeting duly held at which a quorum is present is the act of the Board, unless a different number, or the same number after disqualifying one or more Directors from voting, is required by law, by the Articles of Incorporation, or by these Bylaws, including but not limited to those provisions relating to (i) approval of contracts or transactions in which a director has a direct or indirect material financial interest, (ii) appointment of committees, and (iii) indemnification of Directors.

#### **4.9 Conduct of Meetings**

The Chair, or in his or her absence, the Vice-Chair, or in his or her absence, any Director selected by the Directors present, shall preside at meetings of the Board. The Secretary of the corporation or, in the Secretary's absence, any person appointed by the presiding officer, shall act as Secretary and record the minutes of the meeting of the Board.

#### **4.10 Teleconferencing**

The Board may elect to use teleconferencing in connection with any meeting of the Board. If the Board elects to use teleconferencing, it shall post agendas at all teleconferencing locations and conduct teleconference meetings in a manner that protects the statutory rights of the parties or the public appearing before the Board. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconferencing location shall be accessible to the public. The agenda shall provide an opportunity for members of the public to address the Board directly at each teleconference location. Participation in a meeting through use of teleconferencing pursuant to this section constitutes presence in person at that meeting as long as all members participating in the meeting are able to hear one another. All votes taken during a teleconferenced meeting shall be by roll call.

For purposes of this section 4.11, "teleconference" means a meeting of the Board, the members of which are in different locations, connected by electronic means, though either audio or video, or both. Nothing in this section shall prohibit the corporation from providing the public with additional teleconference locations.

#### **4.11 Adjournment**

The Board may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all members are absent from any regular or adjourned a regular meeting, the Secretary may declare the meeting adjourned to a stated time and place. He or she shall cause a written notice of the adjournment to be given in the same manner as provided in Article 4.5 for special meetings, unless such notice is waived as provided for special meetings. Whenever any meeting is adjourned a copy of the order or notice of adjournment shall be conspicuously posted immediately after the time of the adjournment on or near the door of the place where the regular, adjourned regular, special, or adjourned special meeting was held. When a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings by resolution.

#### **4.12 Electronic Transmission by the Corporation**

Electronic transmission by the corporation shall be valid only for communications:

- (1) delivered by (i) electronic mail when directed to the electronic mail address for that recipient on record with the corporation; (ii) posting on an electronic message board or network that the corporation has designated for those communications, together with a separate notice to the recipient of the posting, which transmission shall be validly delivered upon the later of the posting or delivery of the separate notice thereof, or (iii) other means of electronic transmission;
- (2) to a recipient who has provided an unrevoked consent to the use of those means of transmission for communication; and
- (3) that creates a record that is capable of retention, retrieval, and review, and that may thereafter be rendered into clearly legible tangible form.

### **ARTICLE 5. BOARD COMMITTEES**

#### **5.1 Committees Generally**

The Board may appoint standing or special committees for any purpose defined by these Bylaws or determined by the Board. When such committees are composed solely of two (2) or more Directors, the Board may delegate to such committees any of the powers and authority of the Board, except the power and authority to (i) fill vacancies on the Board or in any committee which has the authority of the Board; (ii) fix compensation of

the Directors for serving on the Board or on any committee; (iii) amend or repeal these Bylaws or adopt new Bylaws; (iv) amend or repeal any resolution of the Board which by its express terms is not so amendable or repealable; (v) appoint committees of the Board or the members thereof; (vi) expend corporate funds to support a nominee or applicant for Director; or (vii) approve of any self-dealing transaction except as provided by law. Committees which are composed solely of Directors and to which the powers of the Board are delegated shall have power to act only in intervals between meetings of the Board and shall at all times be subject to the control of the Board. Nothing in this Article 5.1 authorizes the Board or the corporation to take any action that is prohibited by applicable laws or policies, including applicable conflicts of interest laws or policies, or by other provisions of these Bylaws.

#### **5.1.1 Meetings of Committees**

All meetings of committees other than a meeting of an advisory committee which is comprised solely of less than a quorum of the Board and which is not a standing committee shall be called, noticed and held in compliance with the rules and regulations for meetings of the Board as set forth in the Article 4 hereof applied as if the committees were acting as the Boards. Subject to the foregoing, the Board or, if the Board does not act, the committees shall establish rules and regulations for meetings of the committees, and the committees shall meet on such dates and at such times as are deemed necessary by the Board or, if the Board does not act, by the committees. Committees shall keep regular minutes of proceedings and report the same to the Board from time to time as the Board may require.

#### **5.1.2 Standing and Special Committee**

The standing committees of the Board shall consist of an Audit Committee and such other standing committees as the Board may authorize from time to time. Special committees may also be authorized by action of the Board. Any committee composed of persons one or more of whom are not Directors may act solely in an advisory capacity to the Board.

#### **5.1.3 Audit Committee**

The Audit Committee may include persons who are not members of the Board, but the member or members of the Audit Committee shall not include any members of the staff of the corporation, including the President and Treasurer. If the corporation has a Finance Committee, members of the Finance Committee shall constitute less than one-half of the Audit Committee, and the chair of the Audit Committee may not be a member of the Finance Committee. Members of the Audit Committee shall not receive any compensation from the corporation and shall not have a material financial interest in any entity doing business with the corporation. Subject to the supervision of the Board, the

Audit Committee shall be responsible for recommending to the Board the retention and termination of the independent auditor and may negotiate the independent auditor's compensation, on behalf of the Board. The Audit Committee shall confer with the auditor to satisfy its members that the financial affairs of the corporation are in order, shall review and determine whether to accept the audit, shall assure that any nonaudit services performed by the auditing firm conform with standards for auditor independence, and shall approve performance of nonaudit services by the auditing firm.

#### **5.1.4 Quorum and Voting**

A majority of the members of a committee shall constitute a quorum and any transactions of a committee shall require a majority vote of the members of the committee at a meeting at which a quorum is present.

#### **5.2 Appointment**

The members of a committee shall be appointed by a majority vote of the Directors then in office upon the recommendation of the Board's Chair.

#### **5.3 Term of Office**

Each member of a standing committee shall serve until the next annual meeting of the Board and until his or her successor is appointed, or until such committee is sooner terminated, or until he or she is removed, resigns, or otherwise ceases to qualify as a member of the committee.

#### **5.4 Vacancies**

Vacancies on any committee may be filled for the unexpired portion of the term in accordance with Article 5.2 above.

#### **5.5 Resignation**

Any member of any committee may resign at any time by delivering written notice thereof to the President, the Secretary or the chairperson of such committee, or by giving oral or written notice at any meeting of such committee. Any such resignation shall take effect at the time specified therein or, if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

#### **5.6 Removal of Committee Member**

The Board may remove by a majority vote of the Directors then in office any member on any committee with or without cause.

### **5.7 Compensation**

The Directors, including any Director that also serves as an officer of the corporation, shall serve without compensation from the corporation; provided however, that the Directors may receive reimbursement of expenses actually incurred in connection with attending Board of Directors meetings and in accordance with policies adopted by the Board.

## **ARTICLE 6. OFFICERS**

### **6.1 Number and Title of Officers**

The officers of the corporation shall be a Chair, Vice Chair, a President, a Secretary, a Treasurer, and such other officers, with such titles and duties as shall be determined by the Board. Any number of offices may be held by the same person, except that no person serving as the Secretary or the Treasurer may serve concurrently as the Chair, the Vice-Chair, or the President.

### **6.2 Election of Officers**

The officers of the corporation shall be chosen by and serve at the pleasure of the Board, subject to the rights, if any, of an officer under any contract of employment. Officers need not be Directors except that the Chair and the Vice-Chair each must be a Director. Each officer shall hold office until removed or replaced. Officers shall be eligible for re-election without limitation on the numbers of terms they may serve.

### **6.3 Subordinate Officers**

The Board may appoint such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.

### **6.4 Removal and Resignation of Officers**

Any officer may be removed at any time, with or without cause, by the affirmative vote of majority of the Directors then in office.

Any officer may resign (without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party) at any the time by giving notice to the corporation. Any resignation shall take effect on the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of any resignation shall not be necessary to make it effective.

#### **6.5 Vacancies in Offices**

A vacancy in any office created by the death, resignation, removal, disqualification, creation of a new office, or any other cause may be filled by these Bylaws for regular election or appointment to that office.

#### **6.6 Chair**

The Chair shall be selected from the Directors and shall, if present, preside at all meetings of the Board. The Chair shall exercise and perform such other powers and duties as may from time to time be assigned to him or her by the Board or prescribed by these Bylaws.

#### **6.7 Vice-Chair**

The Vice-Chair shall be selected from the Directors and shall perform the duties and exercise the authority of the Chair in the event of the Chair's absence. The Vice-Chair shall also perform such other duties as are assigned by the Board.

#### **6.8 President**

Subject to the control of the Board, the President shall be the executive director of the corporation and shall have general supervision, direction and control over the business and officers of the corporation. He or she shall have the general power and duties of management usually vested in the office of chief executive officer of a corporation and shall have such other powers or duties as may be prescribed by the Board or these Bylaws. Subject to such limitations as may be imposed by the Boards, any powers or duties vested in the President may be delegated by him or her to such subordinates as he or she may choose.

#### **6.9 Absence or Disability of the President**

In the absence or disability of the President, the President's designee shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Such designee shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board.

#### **6.10 Secretary**

The Secretary shall keep or cause to be kept at the principal executive office or at such other place as the Board may direct, a book of minutes of all the meetings and actions of the Board and committees of Directors, with the time and place of holding,

whether regular or special, and, if special, how authorized, the notice given, the names of those present at Director's meetings or committee meetings and the proceedings.

The Secretary shall give, or cause to be given, notice of all meetings of the Board required by these Bylaws or by law to be given. He or she shall have such other powers and perform such other duties as may be prescribed by the Board or by these Bylaws.

#### **6.11 Treasurer**

The Treasurer shall keep and maintain, or cause to be maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts or disbursements. The books of account shall at all reasonable times be open to inspection by any Directors.

The Treasurer shall deposit or cause to be deposited all monies or other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the Board and shall have the authority to execute and affix the endorsement of the corporation upon any negotiable instruments for the purpose of making any such deposit. He or she shall render to the Board, whenever it requests it, an account of all of his or her transactions as Treasurer and of the financial condition of the corporation and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

#### **6.12 Approval of Compensation**

The Board or an authorized committee of the Board shall review and approve the compensation, including benefits, of the President and the Treasurer to assure that it is just and reasonable. The review and approval shall occur initially upon the hiring of the officer, whenever the term of employment if any, of the officer is renewed or extended, and whenever the officer's compensation is modified. Separate review and approval shall not be required if a modification of compensation extends to substantially all employees.

The Board may review and approve the compensation, including benefits, of all officers of the corporation and other persons to ensure that no taxes are imposed under Section 4958 of the Internal Revenue Code of 1986, as amended.

### **ARTICLE 7. CORPORATE RECORDS AND REPORTS**

#### **7.1 Public Records Requirements**

The corporation shall comply with the Public Records Act as set forth in RCW 42.56.

## **7.2 Corporate Records**

The corporation shall keep adequate and correct records of accounts and minutes of the proceedings of its Board and committees of the Board. The minutes shall be kept in written form. Other books and records shall be kept in either written form or in any other form capable of being converted into written form.

## **7.3 Inspection**

Each Director shall have the absolute right to inspect at any reasonable time all books, records and documents of every kind and the physical properties of the corporation and each of its subsidiary corporations. Any inspection by a Director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extras of documents

## **7.4 Annual Report**

The Board shall cause an annual report to be sent to each Director not later than one hundred twenty (120) days after the close of the corporation's fiscal year. That report shall contain in appropriate detail the following:

- (1) the assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- (2) the principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (3) the revenue or receipt of the corporation, both unrestricted and restricted to particular purposes, for the fiscal year; and
- (4) the expenses or disbursement of the corporation for both general and restricted purposes, during the fiscal year.

The annual report shall be accompanied by any report thereon of independent accountants or, if there is no such report, by the certificate of an authorized officer or the corporation that such statements were prepared without audit from the books and records of the corporation

This requirement of an annual report shall not apply if the corporation receives less than \$25,000 in gross revenues or receipts during the fiscal year; provided, however, that a report with the information required for the inclusion in an annual report must be furnished annually to all Directors.

## **ARTICLE 8. INTERESTS OF DIRECTORS AND OFFICERS**

### **8.1 Compensation**

Directors who receive any compensation for services in any capacity, directly or indirectly, from the corporation may not vote on matters pertaining to that Director's compensation.

### **8.2 Conflict of Interest**

Directors and officers shall disclose to the Board any financial interest which the Director or officer directly or indirectly has in any person or entity which is a party to a transaction under consideration by the Board. The interested Director or officer shall abstain from voting on the transaction.

### **8.3 Review of Certain Transactions**

Prior to entering into any compensation agreement, contract for goods or services, or any other transaction with any person who is in a position to exercise influence over the affairs of the corporation, the Board shall establish that the proposed transaction is reasonable when compared with a similarly-situated organization for functionally comparable positions, goods or services rendered.

## **ARTICLE 9. ADMINISTRATIVE AND FINANCIAL PROVISIONS**

### **9.1 Loans**

No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances. In addition, the corporation may not pledge, assign, or encumber any public funds received or to be received pursuant to RCW 28A.710.220.

### **9.2 Loans or Extensions of Credit to Officers and Directors**

No loans shall be made and no credit shall be extended by the corporation to its officers or Directors.

### **9.3 Checks, Drafts, Etc.**

All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed by such

officer or officers, or agent or agents, of the corporation and in such manner as is from time to time determined by resolution of the Board.

#### **9.4 Accounting Year**

Unless a different accounting year is at any time selected by the Board, the accounting year of the corporation shall be on the last day of August in each year.

#### **9.5 Rules of Procedure**

The rules of procedure at meetings of the Board and committees of the Board shall be rules contained in Roberts' Rules of Order on Parliamentary Procedure, Newly Revised, so far as applicable and when not inconsistent with these Bylaws, the Articles of Incorporation or any resolution of the Board.

#### **9.6 Distribution of Assets Upon Dissolution of this Corporation**

All the property and assets of this corporation are irrevocably dedicated to the charitable and educational purposes described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). Upon dissolution, winding up or abandonment of the corporation, its assets remaining after payment, or provisions for payment, of all debts and liabilities shall be distributed to one or more organizations each of which is then described in Section 501(c)(3) of the Code.

Notwithstanding the foregoing, any public school funds of the corporation that have been provided pursuant to RCW 28A.710.220 must be returned to the state or local account from which the public funds originated. In addition, assets, if any, which are not subject to attachment, execution or sale for the corporation's debt and liabilities may be distributed pursuant to the following provisions even though all debts and liabilities have not been paid or adequately provided for:

- (1) Assets held upon a valid condition requiring return, transfer, or conveyance, which condition has occurred or will occur by reason of the dissolution, shall be returned, transferred, or conveyed in accordance with the condition.
- (2) Except as provided in subsection (1) above, assets held under a trust shall be disposed of in compliance with the provisions of the trust.

### **ARTICLE 10. AMENDMENTS**

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by the Board, but only with the written consent of GDPSN. During any period that the corporation is operating a charter school pursuant to a charter petition approved by a school district, these Bylaws may not be amended in a manner that materially alters

the charter, without the consent of the authorizing school district or other Washington legislative body, if such consent is required under the charter.

**ARTICLE 11. DISSOLUTION OR SUSPENSION OF GDPSN**

If GDPSN is dissolved or if GDPSN is suspended and such suspension continues for more than one year, thereafter all rights and powers of GDPSN under these Bylaws shall be exercised by the Board, and any action that would otherwise require approval of GDPSN shall require only approval of the Board.

**Certificate of Secretary**

The undersigned Secretary of Green Dot Public Schools Washington State (“Corporation”), a Washington non-profit corporation, certifies that the foregoing Bylaws were duly adopted by a majority vote of the members of the Board then in office at a meeting of the Board duly called and held on **June 12, 2014** in compliance with the Bylaws of the Corporation at which a quorum of the Board was present and acting throughout the meeting.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Board Secretary

**RESOLUTIONS OF THE BOARD OF DIRECTORS  
OF GREEN DOT PUBLIC SCHOOLS WASHINGTON STATE  
REGARDING ORGANIZATIONAL MATTERS**

The following resolutions are presented to the Board of Directors ("Board") of **GREEN DOT PUBLIC SCHOOLS WASHINGTON STATE** ("Corporation"), a Washington State nonprofit corporation, at a regular meeting on June 12, 2014.

WHEREAS, the Board hereby consents to and adopts, as of the date set forth above, the following resolutions:

ACTIONS OF INCORPORATOR

RESOLVED, that all actions taken by the incorporator of the Corporation be hereby approved, adopted, ratified and confirmed as the valid and binding actions of the Corporation and that the Corporation shall indemnify and hold the incorporator harmless from any liability incurred by her on behalf of the Corporation.

RESOLVED, that the resignation of the incorporator of the Corporation is hereby accepted.

ARTICLES OF INCORPORATION

RESOLVED, that the Articles of Incorporation of the Corporation having been filed in the office of the State of Washington Secretary of State on November 14, 2013, are hereby approved.

AGENT FOR SERVICE OF PROCESS

RESOLVED, that the Executive Director, Brianna Dusseault, whose principal address is Washington State Charter Schools Association, McKinstry Innovations Center, 201 S. Hudson St., Seattle, WA 98134, is hereby confirmed as the Corporation's initial Agent for Service of Process.

BYLAWS

RESOLVED, that the Restated Bylaws of Green Dot Public Schools Washington State ("Bylaws") in the form presented to the Board and attached hereto are adopted and approved as the bylaws of the Corporation until amended or repealed.

BOARD MEMBER TERMS

WHEREAS, the Board desires to stagger the terms of its members.

RESOLVED, that, contingent upon formal approval from Green Dot Public Schools National, a California nonprofit public benefit corporation, the Board hereby confirms the membership of the Board and sets the following Board member terms:

<u>Name of Director</u>	<u>Term Ending</u>
Kaaren Andrews	December 31, 2014
Andrew Buhayar	December 31, 2015
Marguerite Kondracke	December 31, 2014
Kimberly Mitchell	December 31, 2015

ELECTION OF OFFICERS

WHEREAS, on November 20, 2013, the Board resolved to appoint, for a period of one year or until their successors are appointed and qualify: (1) Kimberly Mitchell as Chair; (2) Megan Quaille as Executive Director (President); and (3) Andrew Buhayar as Secretary.

RESOLVED, that the following persons are elected to the offices indicated to serve at the pleasure of the Board and in accordance with the Bylaws of the Corporation and shall hold their respective offices until their resignation, removal or other disqualification from service or until their respective successors shall be elected and qualified:

Kimberly Mitchell	Chair
Marguerite Kondracke	Vice Chair
Andrew Buhayar	Secretary
Kaaren Andrews	Treasurer

RESOLVED, that Megan Quaille is elected to the office of President (and Executive Director) to serve at the pleasure of the Board and in accordance with the Bylaws of the Corporation and shall hold this office until either of the following occurs first: (1) June 30, 2014; or (2) her resignation, removal or other disqualification from service or until her respective successors shall be elected and qualified.

RESOLVED, that Brianna Dusseault is elected to the office of President (and Executive Director) to serve at the pleasure of the Board and in accordance with the Bylaws of the Corporation and shall hold this office from July 1, 2014 until her resignation, removal or other disqualification from service or until her respective successors shall be elected and qualified.

LOCATION OF PRINCIPAL OFFICE

RESOLVED, that Washington State Charter Schools Association, McKinstry Innovations Center, 201 S. Hudson St., Seattle, WA 98134 is hereby designated and fixed as the principal office of the Corporation.

BANK AND BROKERAGE FIRM RESOLUTIONS

RESOLVED, that the Corporation establish in its name one or more bank deposit accounts and that the President or Treasurer of the Corporation be and is hereby authorized to establish such an account or accounts on terms and conditions agreed on with such bank;

RESOLVED FURTHER, that the President or Treasurer of the Corporation be and is hereby authorized to designate as depositories of the Corporation's funds one or more other banks, trust companies or other financial institutions, and to open, keep and close general and special accounts in such depository;

RESOLVED FURTHER, that the President or Treasurer be and is hereby authorized to endorse checks, drafts or other evidences of indebtedness made payable to the Corporation, for the purpose of deposit, and may sign on the Corporation's behalf all checks, drafts, and other instruments of the Corporation to pay money, including instruments payable to the President; and

RESOLVED FURTHER, that the President or Treasurer of the Corporation be and is hereby authorized to execute, on behalf of the Corporation, all standard form resolutions required by all banks, trust companies and financial institutions.

SIGNATORIES

WHEREAS, the Board deems it to be in the best interest of GDPSWS to designate persons who shall have the authority to execute legal and financial documents specifically including, but not limited to, checks or other withdrawal instruments, deeds, contracts, purchase orders, mortgages, bonds, indemnity bonds, loan agreements, leases, security agreements, notes, financing statements, union collective bargaining agreements, employment agreements, partnership agreements, joint venture agreements, pleadings, and all other agreements, contracts, assignments, consents, waivers, certificates, guarantees, directions,

instruments, and other documents (collectively the "Legal and Financial Documents") for and in the name of GDPSWS.

WHEREAS, on November 20, 2013, the Board approved its Bylaws that authorize GDPSWS's Executive Director and Treasurer, acting alone, to execute any and all legal and financial documents for and in the name of GDPSWS.

RESOLVED, that Kimberly Mitchell, in her capacity as Chair, Brianna Dusseault, in her capacity as Executive Director, and Kaaren Andrews in her capacity as Treasurer, shall also have the specific authority, acting alone, to execute any and all legal and financial documents for and in the name of GDPSWS.

RESOLVED FURTHER, that only the three (3) persons named in this Resolution shall have the authority, acting with the Board, to execute a legal and financial document for and in the name of GDPSWS.

#### FISCAL YEAR

RESOLVED, that the fiscal year of the Corporation shall end on August 31st of each year.

#### CONFLICT OF INTEREST POLICY

RESOLVED, that the Conflict of Interest Policy in the form presented to the Board and attached hereto are adopted and approved as the conflict of interest policy of the Corporation until amended or repealed.

#### REQUIRED FILINGS

RESOLVED, that each of the officers of the Corporation is authorized and directed to make such filings and applications, to fulfill such legal requirements as are applicable to the Corporation or its business or to complete the organization of the Corporation and to file tax exemption applications with the State of Washington.

#### GENERAL AUTHORIZING RESOLUTION

RESOLVED, that the officers of the Corporation, and each of them, are hereby authorized and empowered, for and on behalf of the Corporation, to execute and deliver any and all documents, instruments and agreements, and to perform or cause to be performed any and all acts as may, in their judgment, be necessary or desirable to accomplish the purposes of the foregoing resolutions and the transactions contemplated thereby and by the agreements therein approved,

and any such documents, instrument or agreements so executed and delivered or actions taken by them or any of them shall be conclusive evidence of their authority in so doing.

ADOPTED by the Board of Directors of Green Dot Public Schools Washington State during a regular meeting duly held on June 12, 2014, at which a quorum was present.

AYES:	<u>3</u>
NOES:	<u>0</u>
ABSENT:	<u>1</u>
ABSTAIN:	<u>0</u>

CERTIFIED AS A TRUE AND CORRECT COPY:

CERTIFIED:   
Board Chairperson

Date: 6/14/14

ATTEST: \_\_\_\_\_  
Board Secretary

Date: \_\_\_\_\_

and any such documents, instrument or agreements so executed and delivered or actions taken by them or any of them shall be conclusive evidence of their authority in so doing.

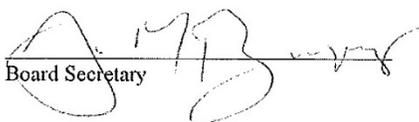
ADOPTED by the Board of Directors of Green Dot Public Schools Washington State during a regular meeting duly held on June 12, 2014, at which a quorum was present.

AYES:	<u>3</u>
NOES:	<u>0</u>
ABSENT:	<u>1</u>
ABSTAIN:	<u>0</u>

CERTIFIED AS A TRUE AND CORRECT COPY:

CERTIFIED: \_\_\_\_\_  
Board Chairperson

Date: \_\_\_\_\_

ATTEST:   
Board Secretary

Date: 6/12/2014

### Attachment 3: Board Roster and Disclosures

<b>Green Dot Public Schools Washington Board Roster</b>						
Board Position	Full Name	Address	Phone	Email	Term Start	Term End
Co-Chair	Marguerite Kondracke	6234 Eagle Harbor Drive NE, Bainbridge Island, WA 98110	202-285-1405	Mwk56@outlook.com	11/17/13	12/31/18
Secretary	Melannie Denise Cunningham	9041 Edgewater DR SW Lakewood, WA 98499	253-682-9264	cunninmd@plu.edu	3/9/15	12/31/17
Board Member	Joe Hailey	9230 2 <sup>nd</sup> Ave SW Apt 625C Seattle, WA 98106	206.461-8454	jilhailey@msn.com	6/3/15	12/31/18

**Public Charter School  
Board Member Disclosure Form**

Note: The purpose of this document is to provide disclosure. The Public Charter School (“the School”) Board operates according to its own bylaws and applicable law in regard to conflicts of interest. This form is a public document and will be available at the School for inspection by other board members, the staff, or the community. In addition, a copy of the form will be sent to the Commission.

**Background**

1. Full legal name:

2. I affirm that I am at least 18 years of age by the date of appointment to the Public Charter School Board.

Yes, I affirm.

3. Indicate whether you have ever been convicted or pled “no contest” of one or more of the following:

a. a misdemeanor related to honesty or trustworthiness, or

b. a felony.

Does not apply to me.

Yes

If the answer to this question is yes, please provide details of the offense, the date, disposition, etc., in the space below.

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4. Indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. attorney general or the attorney general of any state, a U.S. or Commission attorney or any other law enforcement or regulatory body concerning the discharge of your duties as a board member of a for-profit or non-for profit entity or as an executive of such entity. If the answer to this question is yes, please provide details of the agreement.

Does not apply to me.

Yes

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### Board Member Disclosure Form (continued)

#### Conflicts

1. Indicate whether you, your spouse, or anyone in your immediate family meets either of the following conditions:

- is doing or plans to do business with the School (whether as an individual or as a director, officer, employee or agent of any entity).
- any entity in which one of the above-identified individuals has an interest is doing business or plans to do business with the School.

If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the School.

- I/we do not know of any such persons.
  - Yes
- 
- 

2. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the School or a contractor who is conducting business with the School. If so, please indicate the precise nature of the business that is being or will be conducted.

- I/we do not anticipate conducting any such business.
- Yes

Indicate any potential ethical or legal conflicts of interest that would (or are likely to) exist for you as a member of the School Board or another School or non-profit board. [Note that being a parent of a School student, serving on another Contract School's board or being employed by the School are conflicts for certain issues that should be disclosed.]

- None
  - Yes. If yes, please provide additional information.
- 
- 

#### Disclosures for Schools Contracting with an Educational Service Provider

1. Indicate whether you, your spouse, or any immediate family member knows (i.e., beyond a casual or professional acquaintance) any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, describe any such relationship.

- I/we do not know of any such persons.
  - Yes
- 
-

**Board Member Disclosure Form (continued)**

**Conflicts for Schools Contracting with an Educational Service Provider**

1. Indicate whether you, your spouse or other immediate family members have, anticipate in the future, or have been offered a direct or indirect ownership, employment, contractual or management interest in the provider. For any interested indicated, please provide a detailed description.

- I/we have no such interest.
  - Yes
- 
- 

2. Indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.

- I/we do not anticipate conducting any such business.
  - Yes
- 
- 

**Other**

I affirm that I have read the Contract school's bylaws and conflict of interest policies.

I, \_\_\_\_\_, certify to the best of my knowledge and ability that the information I am providing to the Washington Charter School Commission in regard to my application to serve as a member of the board of directors of the XX Charter Public School is true and correct in every respect.

---

Signature

Date

### Attachment 4: Educational Program Terms and Design Elements

<b>School Name:</b>	Excel Public Charter School
<b>Mission:</b>	Excel Public Charter School (Excel) will provide all students with academically rigorous, STEM-focused, college preparatory program that will help students achieve both academic and personal success in college and career. Further, Excel will empower students to become agents of change in their communities through character development and culturally-responsive pedagogy. Excel’s aspiration is to see thousands of our students graduate from the colleges of their choice and return to play an integral role in the economic sustainability and cultural viability of the Kent, Washington area.
<b>Vision:</b>	
<b>Objectives:</b>	Objective 1: Provide additional learning time to enhance student learning. Objective 2: Provide for additional instruction in Literacy, Mathematics, and Science disciplines. Objective 3: Provide learning opportunities in computer science. Objective 4: Develop students’ non-cognitive skills. Objective 5: Provide teachers with additional professional support and development. Objective 6: Develop strong parent and family ties with school.
<b>Goals:</b>	GOAL 1: Students develop into proficient readers, speakers and writers. GOAL 2: Students demonstrate proficiency in the understanding and application of mathematical computation and problem solving. GOAL 3: Students demonstrate proficiency and improvement of skills and content knowledge in science. GOAL 4: Students demonstrate proficiency and improvement of skills and content knowledge in social studies. GOAL 5: Students demonstrate college readiness in academic content, key cognitive strategies, and contextual college awareness. GOAL 6: Student attendance and retention is strong and consistent, promoting student learning. GOAL 7: Parents are satisfied with the academic rigor, level of structure, and communication offered by the school.
<b>Education Program Term #1:</b>	All middle school students will be enrolled in a technology focused course. All high school students will have access to technology- and computer science focused courses.
<b>Education Program Term #2:</b>	Students will experience effective teaching aligned to our teaching framework and multiple assessments to measure growth and inform instruction. Students will access the academic intervention, counseling and clinical services as necessary to break down the barriers to learning.
<b>Education Program Term #3:</b>	All teachers will receive high quality professional development that includes focus on teaching and instruction, creating a college-going culture, eliminating barriers to learning, and promoting leadership and life skills.
<b>Education Program Term #4:</b>	
<b>Education Program Term #5:</b>	

<b>Geographic Area Served:</b>	Kent School District
<b>Location:</b>	19300 108 <sup>th</sup> Ave. SE, Kent, WA 98031
<b>Grades Served 2018-2019:</b>	6 <sup>th</sup> and 7 <sup>th</sup>
<b>Grades Served at Capacity:</b>	6 <sup>th</sup> through 12 <sup>th</sup>
<b>Projected Enrollment 2018-2019:</b>	150-176
<b>Projected Enrollment at Capacity:</b>	525-616
<b>Virtual Program or Online Provider:</b>	N/A
<b>Educational Service Provider:</b>	N/A

**Note:** The Education Terms are different from *school-specific measures* that you may develop as a part of your Academic Performance Framework because they focus on *process* rather than student *outcomes*. In other words, the school-specific academic performance measures focus on what students will *achieve*. By contrast, the Education Terms should capture the essentials of what students will *experience*.

## Attachment 5: Conflict of Interest Policy

### CONFLICTS OF INTEREST POLICY

#### GREEN DOT PUBLIC SCHOOLS WASHINGTON STATE

##### Article I Purpose

The purpose of the conflict of interest policy is to protect Green Dot Public Schools Washington State's ("GDPSWA") interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the GDPSWA or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

##### Article II Definitions

###### 1. Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person. If a person is an interested person with respect to any entity in which the organization is a part, he or she is an interested person with respect to all entities.

###### 2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the GDPSWA has a transaction or arrangement,
- b. A compensation arrangement with the GDPSWA or with any entity or individual with which the GDPSWA has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the GDPSWA is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

### **Article III Procedures**

#### **1. Duty to Disclose**

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

#### **2. Determining Whether a Conflict of Interest Exists**

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

#### **3. Procedures for Addressing the Conflict of Interest**

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether GDPSWA can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in GDPSWA's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

#### **4. Violations of the Conflicts of Interest Policy**

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee

determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

#### **Article IV Records of Proceedings**

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

#### **Article V Compensation**

- a. A voting member of the governing board who receives compensation, directly or indirectly, from GDPSWA for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from GDPSWA for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from GDPSWA, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

#### **Article VI Annual Statements**

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and

- d. Understands that GDPSWA is non-profit and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

**Article VII  
Periodic Reviews**

To ensure that GDPSWA operates in a manner consistent with its charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to GDPSWA's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

**Article VIII  
Use of Outside Experts**

When conducting the periodic reviews as provided for in Article VII, GDPSWA may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

## **Attachment 6: Education Service Provider (ESP) Contract Guidelines**

1. The maximum term of an ESP agreement must not exceed the term of the Contract. After the second year that the ESP agreement has been in effect, the school must have the option of terminating the contract without cause or a financial penalty.
2. ESP agreements must be negotiated at 'arms-length.' The Contract school's board and ESP must have independent legal counsel to represent their interests in reaching a mutually acceptable management agreement.
3. No provision of the ESP agreement shall interfere with the Contract school board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the Contract school. No provision of the ESP agreement shall prohibit the Contract school board from acting as an independent, self-governing public body, or allow decisions to be made other than in compliance with the Washington Sunshine Law.
4. An ESP agreement shall not restrict the Contract school board from waiving its governmental immunity or require a Contract school board to assert, waive or not waive its governmental immunity.
5. No provision of an ESP agreement shall alter the Contract school board's treasurer's legal obligation to direct that the deposit of all funds received by the Contract school be placed in the Contract school's account.
6. ESP agreements must contain at least one of the following methods for paying fees or expenses: 1) the Contract school board may pay or reimburse the ESP for approved fees or expenses upon properly presented documentation and approval by the Contract board; or 2) the Contract board may advance funds to the ESP for the fees or expenses associated with the Contract school's operation provided that documentation for the fees and expenses are provided for Contract school board ratification.
7. ESP agreements shall provide that the financial, educational and student records pertaining to the Contract school are Contract school property and that such records are subject to the provisions of the Washington Open Records Act. All Contract school records shall be physically or electronically available, upon request, at the Contract school's physical facilities. Except as permitted under the Contract and applicable law, no ESP agreement shall restrict the Commission's access to the Contract school's records.
8. ESP agreements must contain a provision that all finance and other records of the ESP related to the Contract school will be made available to the Contract school's independent auditor.
9. The ESP agreement must not permit the ESP to select and retain the independent auditor for the Contract school.
10. If an ESP purchases equipment, materials and supplies on behalf of or as the agent of the Contract school, the ESP agreement shall provide that such equipment, materials and supplies shall be and remain the property of the Contract school.
11. ESP agreements shall contain a provision that if the ESP procures equipment, materials and supplies at the request of or on behalf of the Contract school, the ESP shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.

12. ESP agreements must contain a provision that clearly allocates the respective proprietary rights of the Contract school board and the ESP to curriculum or educational materials. At a minimum, ESP agreements shall provide that the Contract school owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the Contract school; or (ii) were developed by the ESP at the direction of the Contract school governing board with Contract school funds dedicated for the specific purpose of developing such curriculum or materials. ESP agreements may also include a provision that restricts the Contract school's proprietary rights over curriculum or educational materials that are developed by the ESP from funds from the Contract school or that are not otherwise dedicated for the specific purpose of developing Contract school curriculum or educational materials. All ESP agreements shall recognize that the ESP's educational materials and teaching techniques used by the Contract school are subject to state disclosure laws and the Open Records Act.

13. ESP agreements involving employees must be clear about which persons or positions are employees of the ESP, and which persons or positions are employees of the Contract school. If the ESP leases employees to the Contract school, the ESP agreement must provide that the leasing company accepts full liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to the Contract school or working on Contract school operations. If the Contract school is staffed through an employee leasing agreement, legal confirmation must be provided to the Contract school board that the employment structure qualifies as employee leasing.

14. ESP agreements must contain insurance and indemnification provisions outlining the coverage the ESP will obtain. The ESP's insurance is separate from and in addition to the insurance for the Contract school board that is required according to the Contract. Insurance coverage must take into account whether or not staff at the school are employees of the ESP or the school.

15. Marketing and development costs paid by or charged to the Contract school shall be limited to those costs specific to the Contract school program, and shall not include any costs for the marketing and development of the ESP.

16. If the Contract school intends to enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationships with the ESP, then such agreements must be separately documented and not be a part of or incorporated into the ESP agreement. Such agreements must be consistent with the school's authority to terminate the ESP agreement and continue operation of the school.

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## **Attachment 7: Physical Plant**

Pursuant to Applicable Law and the Terms and Conditions of this Contract, the School is authorized to operate at the physical facility or facilities outlined in this schedule. The School shall not occupy or use any facility until approved by the Commission and facility has been approved for occupancy by the appropriate state, county and city departments.

Physical Plan Description

Site Plans

Floor Plans

Lease Agreement

Certificate of Use and Occupancy

## Charter School

### Physical Plan Description

1. The address and a description of the site and physical plant (the “Site”) of Excel Public charter school (the “School”) is as follows:

Address: 19300 108<sup>th</sup> Ave. SE, Kent WA 98031

Description: Church

Configuration of Grade Levels: 6-8

Term of Use: Term of Contract 5 years

2. The following information about this site is provided on the following pages, or must be provided to the satisfaction of the Commission or its designee, before the School may operate as a public school in Washington State.
  - a. Narrative description of physical plant
  - b. Size of building
  - c. Scaled floor plan
  - d. Copy of executed lease or purchase agreement
3. In addition, the School and the Commission or its designee hereby acknowledge and agree that the School shall not conduct classes or operate as a charter public school in this state until it has obtained the necessary fire, health and safety approvals for the above described facilities. These approvals must be provided by the School to the Commission’s Executive Director in advance of any such occupancy and must be acceptable to the Commission or its designee, in his/her sole discretion, prior to the School operating as a charter public school.
4. If the Site described above is not used as the physical plant for the School, this Attachment of this contract between the School and the Commission must be amended pursuant to the Terms and Conditions of Contract, to designate, describe, and agree upon the School’s physical plant. The School must submit to the Commission or its designee complete information about the new site or facilities. This information includes that described in paragraphs 1, 2 and 3 of this Attachment. The School shall not conduct classes as a charter public school in this state until it has submitted all the information described above to the satisfaction of the Commission by way of a request to amend this Contract and the amendment regarding the new site has been executed by the Commission or its designee.
5. The School agrees to comply with the single site restrictions contained in this Attachment for the configuration of grade levels identified at the Site, except as may be permitted with the express permission of the Commission or its designee. Any changes in the configuration of grade levels at

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the Site requires an amendment to this Attachment pursuant to the Terms and Conditions of the Contract set forth above.

## Attachment 8: Statement of Assurances



Updated: February 11, 2015

### STATEMENT OF ASSURANCES

This Statement of Assurances must be signed by a duly authorized representative of the charter school applicant and submitted with the application for a charter school.

As the duly authorized representative of the applicant group (the school), I hereby certify under the penalty of perjury that all information and statements submitted for or on behalf of Excel Public Charter School are accurate and true to the best of my knowledge and belief; and further, I certify and assure that, if awarded a charter:

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.);

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- 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 No Child Left Behind Act, 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 Compliance with Title II of the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101).
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 noncertificated 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 the School is a conversion charter school, it shall provide sufficient capacity to enroll all students who wish to remain enrolled in the school after its conversion to a charter school, and may not displace students enrolled before the chartering process;
31. 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;

**32.** 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;

**33.** 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;

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

**35.** The School shall, within ninety days of approval of its charter application, execute a charter contract with the Commission, containing the terms set forth by the Commission and the terms required by Chapter 28A.710 RCW and Chapters 108-10, 108-20 and 108-30 WAC, as well as future rules adopted by the Commission;

**36.** The School shall meet any reasonable preopening 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;

**37.** 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;

**38.** The School shall comply with any corrective actions or sanctions imposed upon it by the Commission pursuant to Chapter 28A.710 RCW;

**39.** 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;

**40.** The School shall comply with any nonrenewal or termination actions imposed by the Commission pursuant to Chapter 28A.710 RCW and duly adopted rules of the Commission;

**41.** 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;

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

43. If a new charter school, the School shall not seek or be eligible for local levy moneys approved by the voters unless expressly authorized by law;

44. If a conversation charter school, the School shall be responsible for routine maintenance of the facility it is using including, but not limited to, cleaning, painting, gardening, and landscaping;

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

46. 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;

47. The School's governing body has adopted a resolution or motion that authorizes the submission of the School's Charter School Application, including all understandings and assurances contained herein, directing and authorizing the School's designated representative to act in connection with the application and to provide such additional information as may be required by the Commission;

48. 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.

49. The School understands that the Commission will not reimburse the School for any costs incurred in the preparation of this application. All applications and associated materials become the property of the Commission, and the School claims no proprietary right to the ideas, writings, items, or samples, unless so stated in the application.

50. The School agrees that submission of the application constitutes acceptance of the solicitation contents and the attached sample contract. If there are any exceptions to these terms, the School has described those exceptions in detail on a page attached to this document. The School understands that the Commission is not bound by any of the changes that the School has proposed to the sample contract and that if our application is approved the specific terms and provisions of the contract will be negotiated.

51. The School grants the Commission, or its representatives, the right to contact references and

others, who may have pertinent information regarding the ability of the School, its board members, proposed management and lead staff to perform the services contemplated by this RFP.

52. The School grants the Commission, or its representatives, the right to conduct criminal background checks as part of the evaluation process. Signed consent forms from each of the impacted individuals are attached.

53. The School is submitting proposed Contract exceptions or changes: Yes  No  If Contract exceptions are being submitted, the School has attached them to this form.

54. 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.

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

Excel Public Charter School

NAME OF SCHOOL

Marguerite W. Kondracke

SIGNATURE OF DULY AUTHORIZED REPRESENTATIVE

04.11.2017

DATE

Marguerite Kondracke

NAME OF DULY AUTHORIZED REPRESENTATIVE

## **Attachment 9: Identification of Documentation Required for Annual Performance Report**

The Commission will require submission of, or access to materials or data from the school for oversight and accountability of the school.

Pursuant to RCW 28A.710.040(2)(f), the school shall publish annually for delivery to the Commission and each parent with children enrolled in the school a school performance report in model form under RCW 28A.655.110. The school performance report shall include, but is not limited to:

- A brief statement of the mission of the school and the school district;
- Enrollment statistics including student demographics;
- Expenditures per pupil for the school year;
- A summary of student scores on all mandated tests and interim assessment measures;
- A concise annual budget report;
- Student attendance, graduation, and dropout rates;
- Information regarding the use and condition of the school building or buildings;
- A brief description of the learning improvement plans for the school;
- A summary of the feedback from parents and community members obtained under RCW [28A.655.115](#); and an invitation to all parents and citizens to participate in school activities.

### **Performance Review and Ongoing Oversight**

The school must also provide any documents, data or information that the Commission deems necessary for ongoing oversight, accountability, and compliance monitoring.

## Attachment 10: Enrollment Policy

### Enrollment Policy

#### Nondiscrimination Statement

Green Dot Public Schools Washington State (GDPSWS) does not discriminate in any programs or activities, including enrollment, on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal and provides equal access to the Boy Scouts and other designated youth groups.

#### Enrollment Process

##### **Admissions for Independent Charters**

GDPSWS operates independent charter schools in Washington State.

An “Independent Charter School”, as defined by this policy, is one that operates independently of the school district in almost all respects and has the greatest degree of flexibility to design and implement the goals and procedures described in their charter petition.

Independent charters are open to all students. Students must fill out a lottery form and meet all deadlines for the application process. If the number of completed lottery forms exceeds the grade-level capacity, a random, public lottery will determine enrollment.

##### **Lottery Forms**

All students, including siblings, need to turn their lottery form in prior to the lottery deadline to be eligible for enrollment. Existing students will be exempt from the public random lottery. Preference will be provided to students with siblings currently attending a GDPSWS school.

Lottery forms received after the lottery deadline will **be** placed on the waitlist in the order they were received.

##### **Sibling Preference**

Sibling Preference is defined as:

- Siblings of a currently enrolled student at any grade level are eligible to receive admissions preference to the same GDPSWS
- Siblings must share at least one biological parent or legal guardian.

#### Recommended Lottery Process

At the lottery, a presentation will be made in English, with translation services made available in other languages as needed, to all interested parties about the lottery process and rules. The school may choose to conduct the lottery using an automated online system to ensure that the process is fair and equitable for all participants. If the school uses a manual system, it will follow these procedures:

- Each applicant’s name and birthdate will be put on a card. Each card will be identical in size, shape and weight.
- The cards will be put into a container or lottery device that will mix them.
- The cards will be drawn from the container randomly.

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- Two separate observers will collect lottery cards and enter the results into an electronic database. The database will be double checked to the physical cards to ensure accuracy.

In both the automated online and manual lotteries, applicants will be admitted to the school in the order they are drawn, up to the grade level capacity.

- The school reserves the right to select more than the applicable 6th grade or 9<sup>th</sup> grade capacity for admission to ensure the school's overall enrollment is stable as long as the increase would not require a material revision to the charter (more than 20% or 100 students, whichever is less, above the enrollment capacity).
- Should the Principal elect to enroll more students than the grade level capacity, an announcement will be made at the lottery and additional students will be enrolled based on the lottery and the methods described.
- All lottery cards and databases will be kept on file by the school or GDPSWS.
- Results will be mailed to applicants (notify them of acceptance or waitlist status)
- Follow-up phone calls will also be made.

After the acceptance list is set, a waitlist will be created and maintained. Should vacancies occur, admission will be offered to applicants on the waitlist in the order their names appear. Lottery preferences may no longer be extended to applicants applying post-lottery. Applicants applying after the lottery will be added to the bottom of the waitlist.

If we have not received confirmation within two weeks, the student will be dropped and a student on the waitlist will be offered placement.

#### Waitlist Management

All students that do not receive a placement during the random, public lottery will be placed on a waitlist to enroll should space become available. Waitlist ranking will be assigned in the order selected. Should vacancies occur, admission will be offered to applicants on the waitlist in the order their names appear. A student is allowed to be on multiple waitlists, and must be offered a placement should space become available, even if the student is enrolled in another GDPSWS school.

If vacancies should arise during the school year, the school will notify parents/guardians of applicants on the waitlist. Typically, multiple phone calls on different days are made, with accompanying documentation made available to the parents/guardians. If parents/guardians of applicants do not respond within ten calendar days, the next applicant's parents/guardians will be contacted and the previously contacted applicant may be removed from the waitlist.

#### Required Enrollment Documents

GDPSW requests the following document to secure enrollment:

- **Completed New Student Enrollment Packet**
- **Photo ID of Parent/Guardian**
- **Proof of Birth** (*documented by one of the following*):
  - Birth Certificate
  - Passport/Visa
  - Affidavit
- **Immunization Records**

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- **Records from Previous School**
- **OSPI Home Language Survey**
- **Individualized Education Plan (IEP) *(If Applicable)***
- **Section 504 Plan *(If Applicable)***

GDPSW may require students or their parents to provide proof of residence within the state of Washington, such as copies of phone and water bills or lease agreements. GDPSWS will not require proof of residency or any other information regarding an address for any student who is eligible by reason of age for GDPSWS services if the student does not have a legal residence. GDPSWS will not inquire into a student's citizenship or immigration status or that of his/her parents or guardians.

**Attachment 11: New School Application**

**WASHINGTON STATE CHARTER  
SCHOOL COMMISSION:  
REQUEST FOR PROPOSALS**

Issue Date: September 22, 2013  
Due Date: November 22, 2013 5:00PM PST

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## Introduction

The Washington State Charter School Commission (the Commission) was created in 2013, after the approval of Initiative 1240, to serve as a statewide charter school authorizer. The nine-member commission is tasked with running a process to approve new charter schools and effectively monitoring the schools it authorizes through ongoing oversight. Per the Charter Schools Act, the Commission has established its strategic vision for authorizing to guide its work:

*The Washington State Charter School Commission seeks to authorize high quality schools that will significantly improve student outcomes, particularly for at-risk students. The Commission will hold schools accountable for student learning using multiple measures of student achievement.*

*The Commission seeks to build a diverse portfolio of school delivery models that expands the authority of teachers and school leaders and encourages and accelerates the identification and use of best practices in teaching and learning. It also seeks to develop, test, and document innovative new ideas that can be replicated in other Washington schools.*

*The Commission expects schools to have authentic and sustainable connections to the communities they serve. These connections are evidenced by strong commitments from community and business stakeholders, systems for ensuring cultural sensitivity, and responsiveness to all students and their families, and effective, engaged governance boards.*

The Charter Schools Act requires the Commission to annually issue a Request for Proposals (RFP) to open new charter schools. Through the issuance of this RFP the Commission seeks proposals to open new high-quality charter schools that are aligned with its strategic vision throughout the state of Washington. To that end, the Commission has worked closely with a national third-party, the National Association of Charter School Authorizers (NACSA), to develop a rigorous, thorough, and transparent application and review process.

### **Eligibility**

By law, only non-profit organizations may operate charter schools in the state of Washington. An applicant must be 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)). The nonprofit corporation may not be a sectarian or religious organization and must meet all of the requirements for a public benefit nonprofit corporation before receiving any funding under RCW 28A.710.220. Additionally, contracts for management operation of a charter school may only be with nonprofit organizations.

## Administrative Requirements

### Reservation of Rights

The Commission reserves the right to reject any and all Responses bids for any reason, reissue the solicitation, or cancel the solicitation, as deemed appropriate by the Commission.

### RFP Coordinator (Proper Communication)

Upon release of this RFP, all Applicant communications concerning this solicitation must be directed to the RFP Coordinator listed below. Unauthorized contact regarding this solicitation with other state employees or representatives involved with the solicitation may result in disqualification. All oral communications will be considered unofficial and non-binding on the State. Applicants should rely only on written statements issued by the RFP Coordinator.

RaShelle Davis, RFP Coordinator  
Washington Charter School Commission  
Governor's Policy Office  
PO Box 43113  
Olympia, WA 98504-3113

Telephone: 360.902.0551  
E-mail: [RaShelle.Davis@gov.wa.gov](mailto:RaShelle.Davis@gov.wa.gov)

### Applicant Questions

Applicant questions regarding this RFP will be allowed consistent with the respective dates and times specified in the *Timeline*. All Applicant questions must be submitted in writing (e-mail acceptable) to the RFP Coordinator. Official written Commission responses will be provided for Applicant questions received by the respective deadlines. Written responses to Applicant questions will be posted on the Commission website at <http://www.governor.wa.gov/issues/education/commission/>

Key Contacts	
For questions regarding the Commission, its policies and authorizing practices, Washington State Charter Law and other local concerns:	Rashelle Davis, <a href="mailto:rashelle.davis@gov.wa.gov">rashelle.davis@gov.wa.gov</a>
For questions regarding application submission (including the online portal, template documents, etc.):	Kristen Vandawalker, <a href="mailto:kristenv@qualitycharters.org">kristenv@qualitycharters.org</a> (copy Carly Bolger, <a href="mailto:carlyb@qualitycharters.org">carlyb@qualitycharters.org</a> )
For questions regarding the application process, timeline, and RFP content:	Carly Bolger, <a href="mailto:carlyb@qualitycharters.org">carlyb@qualitycharters.org</a>

The Applicant that submitted the questions will not be identified. Verbal responses to questions will be considered unofficial and non-binding. Only written responses posted to the Commission web site listed above will be considered official and binding.

### Applicant Comments Invited

Applicants are encouraged to review the requirements of this RFP carefully, and submit any comments and recommendations to the RFP Coordinator. Where requirements appear to prohibit or restrict your firm's participation, an explanation of the issue with suggested alternative language should be submitted in writing to the RFP Coordinator by the deadline for Applicant Questions and Comments in the *Timeline*.

### Applicant Questions or Complaints Regarding Requirements and Specifications

Applicants are expected to raise any questions, exceptions, or requested additions they have concerning the RFP requirements early in the RFP process. Applicants may submit specific complaints to the RFP Coordinator if the Applicant believes the RFP contains inadequate or improper criteria or that the solicitation evaluation process unnecessarily restricts competition is flawed or unfair.

The complaint must be made in writing to the RFP Coordinator before the Applicant Complaints due date set forth in the *Timeline*. The Complaint should clearly articulate the basis for the complaint and include a proposed remedy. Complaints already raised may not be raised again during the protest period.

The solicitation process will continue while complaints are being reviewed and responses are occurring.

Should an Applicant complaint identify a change that would be in the best interest of the State to make, the Commission may modify this RFP accordingly. The modification to the RFP will be in writing and made in the form of an amendment to the RFP.

The Commission decision on a complaint is final and no further administrative appeal is available.

### Delivery of Responses

The Response, in its entirety, must be received by Commission no later than the time indicated in the *Timeline*. All Responses must be submitted using the Review Room platform, with hard copies mailed to the RFP Coordinator. Submissions and time stamped when the submissions are uploaded to Review Room. No submissions will be accepted after the deadline.

**Applicants should allow sufficient time to ensure timely receipt of the proposal by the RFP Coordinator. Late Responses will not be accepted and will be automatically disqualified from further consideration.**

Commission assumes no responsibility for delays caused by Applicant's technical difficulties, network problems or any other party.

**All proposals and any accompanying documentation become the property of Commission and will not be returned.**

**Responses may not be transmitted using facsimile transmission.**

### **Response Contents**

The Response must contain information responding to all requirements in the RFP. Applicant Certification and Assurances with Applicant's exceptions and/or proposed revisions to the Proposed Master Contract must be attached, if applicable, and must include the signature (or electronic verification) of an authorized Applicant representative on all required documents.

Failure to provide any requested information may result in disqualification of the Applicant.

### **Proposal Format and Organization**

Proposals must be written in English and submitted using the Review Room platform.

Signatures – Documents requiring signatures must be signed by a representative authorized to bind the Applicant to their proposal. After documents that require signatures are completed and signed the document should be scanned into a separate file, in *.bmp*, *.jpg*, *.tiff*, or PDF format.

Response/answers should be clearly linked to the RFP sections to which they pertain. Applicants should follow the numbering scheme used in the RFP.

### **Cost of Response Preparation**

Commission will not reimburse Applicants for any costs associated with preparing or presenting a Response to this RFP.

### **Response Property of Commission**

All materials submitted in response to this solicitation become the property of Commission. Commission has the right to use any of the ideas presented in any material offered. Selection or rejection of a Response does not affect this right.

### **Proprietary or Confidential Information**

Any information in the proposal that the Applicant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. Each page containing the information claimed to be exempt from disclosure must be identified by the words "Proprietary Information" printed on the lower right hand corner of the page. **Marking the entire Response as proprietary, confidential, or exempt from disclosure will not be honored.** Applicants must state clearly in their response whether their Response contains any proprietary or confidential information.

To the extent consistent with chapter 42.56 RCW, the Public Disclosure Act, Commission shall maintain the confidentiality of Applicant's information marked confidential or proprietary. If a request is made to view Applicant's proprietary information, Commission will notify the Applicant of the request and of the date that the records will be released to the requester unless Applicant obtains a court order enjoining that disclosure. If Applicant fails to obtain the court order enjoining disclosure, Commission will release the requested information on the date specified.

The State's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Applicant of any request(s) for disclosure for so long as Commission retains Applicant's information in Commission records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Applicant of any claim that such materials are exempt from disclosure.

### **Waiver of Minor Administrative Irregularities**

Commission reserves the right to waive minor administrative irregularities contained in any Response.

### **Errors in Response**

Applicants are liable for all errors or omissions contained in their Responses. Applicants will not be allowed to alter Response documents after the deadline for Response submission. Commission is not liable for any errors in Responses. Commission reserves the right to contact Applicant for clarification of Response contents; this may occur through the interview process. Information provided during the interview process will be considered in conjunction with the written Response to evaluate the Applicant's proposal.

### **Amendments and Revisions**

Commission reserves the right to revise the Schedule or other portions of this RFP at any time. Commission may correct errors in the solicitation document identified by Commission or an Applicant. Any changes or corrections will be by one or more written amendment(s), dated, and posted with this solicitation document on the Commission website at <http://www.governor.wa.gov/issues/education/commission/>

**Applicants are responsible for checking this site for changes and should do so frequently.** Commission will not be responsible for notifying Applicants of changes in any other manner. All changes must be authorized and issued in writing by the RFP Coordinator. If there is any conflict between amendments, or between an amendment and the RFP, whichever document was issued last in time shall be controlling.

### **Incorporation of Documents into Contract**

This solicitation document, including any amendments or revisions, and the Response will be incorporated into any resulting Contract, unless otherwise indicated in the contract.

### **No Obligation to Contract**

Commission reserves the right to refrain from selecting or contracting with any and all Applicants.

### **Withdrawal of Response**

Applicants may withdraw a Response that has been submitted at any time up to the Response due date and time (identified on the *Timeline*). To accomplish Response withdrawal, a written request signed by an authorized representative of Applicant must be submitted to the RFP Coordinator. After withdrawing a previously submitted Response, Applicant may submit another Response at any time up to the Response submission deadline.

### Optional Applicant Debriefing

Only Applicants who submit a Response may request an optional debriefing conference to discuss the evaluation of their Response. The requested debriefing conference must occur within the date range specified in the *Timeline*. The request must be in writing (e-mail acceptable) and addressed to the RFP Coordinator.

The optional debriefing will not include any comparison between the Response and any other Responses submitted. However, Commission, or its representative, will discuss the factors considered in the evaluation of the requesting the Response and address questions and concerns about Applicant's performance with regard to the solicitation requirements.

### Protest Procedures

Only Applicants who have submitted a Response to this solicitation and have had a debriefing conference may make protests. Upon completion of the debriefing conference, a Applicant is allowed five (5) Business Days to file a formal protest of the solicitation with the RFP Coordinator.

Protests must be received by the RFP Coordinator no later than 4:30 PM, local time, in Olympia, Washington on the fifth business day following the debriefing. Protests may be submitted by e-mail but must be followed by the document with an original signature.

**Applicants submitting protests shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Applicants under this procurement.**

**All protests must be in writing, addressed to the RFP Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the RFP number, the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.**

**Only protests stipulating an issue of fact concerning the following subjects shall be considered:**

- **A matter of bias, discrimination or conflict of interest on the part of an evaluator;**
- **Errors in computing the score;**
- **Non-compliance with procedures described in the procurement document or Commission policy.**

Protests not based on procedural matters will not be considered. Protests must clearly articulate the basis for the complaint and should include a proposed remedy.

Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) Commission's assessment of its own and/or other agencies or communities' needs or requirements.

**Upon receipt of a protest, a protest review will be held by the Commission. A person who was not involved in the procurement will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.**

In the event a protest may affect the interest of another Applicant that also submitted a proposal, such Applicant will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

**The final determination of the protest shall:**

- Find the protest lacking in merit and uphold the Commission's action; or
- Find only technical or harmless errors in the Commission's acquisition process and determine the Commission to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the Commission options which may include:
  - Correct the errors and re-evaluate all proposals, and/or
  - Reissue the solicitation document and begin a new process, or
  - Make other findings and determine other courses of action as appropriate.

If the Commission determines that the protest is without merit, the Commission will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

### Notification of Approval of Application

All Applicants responding to this solicitation will be notified by e-mail after a decision has been made to approve and Application. The date of notification will be the date the e-mail is sent.

### Electronic Availability

The contents of this RFP and any amendments or revisions and written answers to questions will be available at <http://www.governor.wa.gov/issues/education/commission/>. Applicants are responsible for checking this site for notices and changes and should do so frequently.

### Revisions to the RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided via e-mail to all individuals, who have made the RFP Coordinator aware of their interest. Addenda will also be published on <http://www.governor.wa.gov/issues/education/commission/>. For this purpose, the published questions and answers and any other pertinent information shall be provided as an addendum to the RFP and will be placed on the website.

If you downloaded this RFP from the Agency website located at: <http://www.governor.wa.gov/issues/education/commission/> you are responsible for sending your name, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP addenda.

The Commission also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

### Minority & Women-Owned Business Participation

In accordance with chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by organizations certified by the Office of Minority and Women's Business Enterprises

(OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis.

### **Terms and Provision of the Sample Contract**

Submission of an Application constitutes acceptance of the solicitation contents and the attached sample contract constitutes acceptance of all terms and requirements stated therein. The sample contract, which is incorporated by reference, is located on the Commission's website and on the Review Room portal.

## Guidelines for Submission

Opening a new charter school that is prepared to be successful on day one requires investment in a thoughtful process to address the requirements to ensure a highly effective charter school. This Request for Proposals (RFP) requires information that will allow the Commission to consider and determine if the proposal presents a school that is sufficiently well planned and researched – and that it not only has a compelling and rigorous academic model but that it is fiscally and operationally sound, as well. The RFP also seeks information that will allow the Commission to assess the capacity of the founding team to successfully implement the proposed plan.

In order for a thorough and rigorous review to occur, all applicants must respond to all questions and requests for information contained in this RFP. Failure to address all questions may result in the application being deemed incomplete and ineligible for review. Additionally, applicants are encouraged to reference the Evaluation Rubric when preparing their proposals to ensure that the responses address all of the evaluation criteria. For information on how approved schools will be evaluated once they have opened, applicants should reference the Commission’s performance framework (Chapter 108-30 WAC) which is available on the website, and incorporated by reference. All applicants must submit a letter of intent, using the template provided in Fluid Review, no later than 5:00PM PST on October 22, 2013. All application materials must be submitted no later than **5:00pm PST on November 22, 2013**. Commission rules governing the RFP application and approval process (Chapters 108-10 and 108-20 WAC) are incorporated by reference and available on the Commission’s website. All applicants must initially submit their proposals electronically. For the 2013 RFP all electronic submission must be uploaded to the online application portal, hosted by Fluid Review at <http://wscsc-charterapp.fluidreview.com>, by the deadline. Orientation sessions covering the application process and online submission process will be conducted via webinar on September 30 and October 7, 2013. It is *strongly* encouraged that all prospective applicants attend one of these sessions to ensure that all submissions are made correctly, completely, and on time.

### Online Submission Instructions

1. **Develop your application materials using the Fluid Review templates. The online application portal, with template documents and instructions, will be available no later than September 30, 2013.** In the interim, you may begin developing application content in standard MS Word format. Any such content can subsequently be pasted into the template documents and uploaded via the standard process. You will upload each element of the application (cover sheet, narrative, attachments, etc.) separately.
2. Upload each of your documents to the online application system at <http://wscsc-charterapp.fluidreview.com>. **Be sure to upload the documents in the file format specified.** An overview of how to use Fluid Review will be included in the orientation sessions for applicants.
3. You may **SUBMIT** your application after you have uploaded all required documents. Fluid Review will not allow you to **SUBMIT** your application until you have met these requirements.
4. Once the system has accepted your **SUBMIT** command, your application will be both submitted and locked. You will not be able to make additional revisions.

5. **Fluid Review will automatically shut down access to all applications at 5:00PM PST on November 22, 2013.** Applications not SUBMITTED, including applications that are partially uploaded, will not be accepted.

Once the electronic submission is received and a completeness determination has been issued, all eligible applicants must submit **10 complete hard copies, prepared following the guidance provided by the Commission, to:**

Rashelle Davis  
Governor's Policy Office  
PO Box 43113  
Olympia, WA 98504-3113

## Specifications

- Applicants **MUST** submit applications electronically through the Fluid Review platform and must use the following templates:
  - Proposal Coversheet and Enrollment Projection Template-ALL APPLICANTS (MS Word Document)
  - Proposal Narrative Template-ALL APPLICANTS (MS Word Document)
  - Staffing Chart Template-ALL APPLICANTS (MS Word Document)
  - Charter School Board Member Information Sheet Template-ALL APPLICANTS (MS Word Document)
  - Financial Plan Workbook-ALL APPLICANTS (MS Excel Document)
  - Portfolio Summary Template-EXISTING OPERATORS ONLY (MS Excel Document)
- Observe all page limits. Although page limits are not mandatory, they should be adhered to as closely as possible. Page limits do **NOT** include attachments.
- All elements of the proposal must be typed with 1-inch page margins and 12-point font, single-spaced, in the designated spaces in the templates.
- Each major section of the proposal (Executive Summary, Education Program, etc.) must begin on a separate page, as indicated in the template document.
- If a particular question does not apply to your team or proposal, respond "Not Applicable," **AND** state the reason this question is not applicable to your team or proposal.
- All required attachments should be uploaded in the file format specified.
- The following is a list of attachments to accompany the application. Note that not all attachments will be mandatory for all applicants. It is the responsibility of the applicant to ensure they submit all relevant attachments:
  1. Background check authorization
  2. Course scope and sequence
  3. Curriculum development plan
  4. Exit standards for graduation
  5. School calendar & schedule
  6. Enrollment policy
  7. Discipline policy
  8. Conversion support petitions
  9. Evidence of community support
  10. School leader resume and/or job description

11. Leadership team job descriptions and/or resumes
12. Governance documents
13. Organizational charts
14. Board member documents
15. Code of ethics and conflict of interest policy
16. ESP contract term sheet
17. Staffing chart
18. Leadership evaluation tools
19. Teacher evaluation tools
20. Facility documents
21. Start-up plan
22. Insurance coverage
23. Financial plan workbook
24. Budget narrative
25. Portfolio Summary Template

- When submitting resumes and biographies, label each document with the individual's affiliation with the proposed school (board member, principal, teacher, etc.).
- Review all elements of your application for completeness before submitting.
- Late or incorrectly formatted submissions will not be accepted.
- All applications will be reviewed for completeness before they are accepted and distributed to evaluation teams. If an application is found to be incomplete or incorrectly formatted, the applicant will have 24 hours to satisfactorily rectify the identified issues and resubmit their application. Applicants failing to rectify the issue within the allotted time will not continue in the 2013 application process; all applicants are welcome to reapply in future years.

## Timeline

Below represents the timeline for the 2013 RFP process. The deadlines and due dates are mandatory and non negotiable. *Failure to meet the RFP submission deadline will result in disqualification from participation.* All times are Pacific Standard Time. The Commission reserves the right to revise the schedule; in the event of a change, it will be posted on the Commission’s website and all applicants will receive email notification.

Date	Activity
September 22, 2013	RFP Released
September 30, 2013	Online application portal launch. Applications will only be accepted via upload to the Fluid Review online application submission platform: <a href="http://wscsc-charterapp.fluidreview.com/">http://wscsc-charterapp.fluidreview.com/</a>
September 30 and October 7, 2013	Webinar orientation sessions. The sessions will provide information about the RFP content and process, including a demonstration of the online application upload process. Applicants will have the opportunity to ask questions during these orientations.
October 7, 2013	Applicant questions and comments due
October 21, 2013	Commission’s written answers to questions issued
October 22, 2013 <b>by 5:00PM PST</b>	Letter of Intent due via Fluid Review. Requirements for the letter of intent can be found on the Commission website.
October 23, 2013	Applicant Complaints due
October 28, 2013	Commission’s written response to Complaints issued
November 22, 2013 <b>5:00 PM PST</b>	Deadline for online application submissions
November 26, 2013	Completeness findings distributed.
November 27, 2013 <b>5:00 PM PST</b>	Deadline for corrections, only accepted via upload to <a href="http://wscsc-charterapp.fluidreview.com/">http://wscsc-charterapp.fluidreview.com/</a> .
December 2, 2013	Final completeness determinations distributed.
December 11, 2013	Deadline for eligible applicants to deliver hard copies of applications
Dates and locations to be determined	Public Forums
Dates and locations to be determined	Capacity Interviews
February 24, 2014/2015	Commission makes final decision to approve or deny new charter schools

Updated: May 11, 2017

February 27, 2014	Applicant request for optional debriefing due
March 3 and 4, 2014	Optional applicant debriefings
Five Business Days after Debriefing	Decision on Complaint
May 24, 2014	Deadline for final contracts to be signed.

## Cover Sheet & Enrollment Projection

**Name of non-profit applicant entity:** \_\_\_\_\_

**Primary contact person:** \_\_\_\_\_  
**Mailing address:** \_\_\_\_\_

**Street/PO Box:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Phone Number:**            *day* \_\_\_\_\_ *evening* \_\_\_\_\_

**Fax Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Names, roles, and current employment of all persons on applicant team (add lines as needed):**

Full Name	Current Job Title and Employer	Position with Proposed School

**Does this applicant team have charter school applications under consideration by any other authorizer(s) in the United States?**     Yes     No

If yes, complete the table below, adding lines as needed.

State	Authorizer	Proposed School Name	Application Due Date	Decision Date

**Does this applicant team have new schools scheduled to open elsewhere in the United States in the 2014-15 school year?**     Yes     No

If yes, complete the table below, adding lines as needed.

Proposed School Name	City	State	Opening Date

**Does this applicant team have new schools approved but scheduled to open in years beyond 2014-15?**

Yes     No

If yes, complete the table below, adding lines as needed.

Authorizer	# of Schools	City	State	Opening Years

Proposed School Name	Opening Year	Geographic Community	Grades year 1	Grades at capacity

*Identification of Geographic Community may be as specific as a neighborhood or as general as a county targeted for school location; it must also include identification of the district in which the school is located.*

Does the school intend to contract or partner with a non-profit education service provider (ESP) or other organization to provide school management services?  Yes  No

If yes, identify the ESP: \_\_\_\_\_

Does the school intend to partner or be affiliated with an existing or planned non-profit charter management organization (CMO) through which a single governing board governs or will govern multiple schools?  Yes  No

If yes, identify the CMO/Partner: \_\_\_\_\_

**Proposed Principal/Head of School Information:**

*Provide the following information, if known*

Name of proposed principal candidate: \_\_\_\_\_

Current employment: \_\_\_\_\_

Phone Number: Day \_\_\_\_\_ Evening \_\_\_\_\_

Email: \_\_\_\_\_

**School Enrollment Projections**

Academic Year	Planned # of Students	Maximum # of Students	Grade Levels Served
Year 1 (specify)			
Year 2			
Year 3			
Year 4			
Year 5			
At Capacity (specify year)			

## Executive Summary (2 pages)

The Executive Summary should provide a concise summary of the following:

- The proposed plan for the school;
- The geographic and population considerations of the school environment;
- The challenges particular to those considerations; and
- The applicant team's capacity to successfully open and operate a high quality school given the above considerations.

1. **Mission and Vision.** State the mission and vision of the proposed school. The mission is a statement of the fundamental purpose of the school, describing why it exists. The vision statement outlines how the school will operate and what it will achieve in the long term. The mission and vision statement provide the foundation for the entire proposal.

The mission and vision statements, taken together, should:

- Identify the students and community to be served;
- Articulate the goals for the school;
- Illustrate what success will look like; and
- Align with the purposes of the Washington charter school law and the Commission's stated priorities for new schools.

2. **Educational Need and Target and Anticipated Student Populations.** Describe the anticipated student population, students' anticipated educational needs, and non-academic challenges the school is likely to encounter. Describe the rationale for selecting the location and student body. Identify any enrollment priorities on which the program is based consistent with applicable restrictions on enrollment eligibility and selection.
3. **Education Plan/School Design.** Provide an overview of the education program of the proposed school, including major instructional methods and assessment strategies and non-negotiables of the school model. Describe the evidence that demonstrates the school model will be successful in improving academic achievement for the targeted student population. Summarize what the proposed school would do more effectively than the schools that are now serving the targeted population and how the school would achieve its goals.
4. **Community Engagement.** Describe the relationships that you have established to generate community engagement in and support for the proposed school and how you have assessed demand and/or solicited support for the school. Briefly describe these activities and summarize their results.
5. **Leadership and Governance.** List the members of the school's proposed leadership team and governing board, including their roles with the school and their current professional affiliation (add lines to this table as needed). A complete application requires the Applicant to submit a signed Certification and Authorization Form for A Criminal History Background Check (Criminal History Authorization Form) for each of the school's proposed leadership team and governing board. The Criminal History Authorization Form, which is incorporated by reference, is located at the Commission's website and on the Review Room portal. Provide, as **Attachment 1**, the required criminal background check authorization for each of the individuals listed below.

Full Name	Current Job Title and Employer	Position with Proposed School

**Enrollment Summary**

Complete the following table, removing any rows for grades the school will not serve during the term of the charter. Number of students must include the minimum and maximum planned enrollment per grade per year.

**6.**

Grade Level	Number of Students					
	Year 1 20__	Year 2	Year 3	Year 4	Year 5	At Capacity 20__
Pre-K						
K						
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

Describe the rationale for the number of students and grade levels served in year one and the basis for the growth plan illustrated above.

## Section 1. Educational Program Design and Capacity (25 pages)

### Program Overview

Summarize the education program, including primary instructional methods and assessment strategies, and any non-negotiable elements of the school model. Briefly describe the evidence that promises success for this program with the anticipated student population. Highlight the culturally responsive aspects of the program.

### Curriculum and Instructional Design

Propose a framework for instructional design that both reflects the needs of the anticipated population and ensures all students will meet or exceed the state standard.

1. Describe the basic learning environment (e.g., classroom-based, independent study), including class size and structure.
2. Provide an overview of the planned curriculum, including, as **Attachment 2**, a sample course scope and sequence for one subject for each division (elementary, middle, high school) the school will serve. In addition, identify course outcomes and demonstrate alignment with applicable state standards.
3. Evidence that the educational program or key elements of the program are based on proven methods; evidence that the proposed educational program has a sound base in research, theory, and/or experience, and has been or is likely to be rigorous, engaging, and effective for the anticipated student population.
4. If the curriculum is fully developed, summarize curricular choices such as textbook selection, by subject, and the rationale for each. Describe the evidence that these curricula will be appropriate and effective for the targeted students.
5. If the curriculum is not already developed, provide, as **Attachment 3**, a plan for how the curriculum will be developed between approval of the application and the opening of the school, including who will be responsible and when key stages will be completed.
6. Describe the primary instructional strategies that the school will expect teachers to use and why they are well-suited for the anticipated student population. Describe the methods and systems teachers will have for providing differentiated instruction to meet the needs of all students.

### Student Performance Standards

Responses to the following items regarding the proposed school's student performance standards must be consistent with state standards.

1. Describe the student performance standards for the school as a whole.
2. Provide the school's plan for using internal and external assessments to measure and report student progress.

3. If the applicant plans to adopt or develop additional academic standards beyond the state standards, provide an explanation of the types of standards (content areas, grade levels). Be sure to highlight how the proposed standards exceed the state standards.
4. Explain the policies and standards for promoting students from one grade to the next. Discuss how and when promotion and graduation criteria will be communicated to parents/guardians and students.
5. Provide, as **Attachment 4** the school's exit standards for graduating students. These should clearly set forth what students in the last grade served will know and be able to do.

### **High School Graduation Requirements (High Schools Only)**

High schools will be expected to meet the state graduation standards.

1. Describe how the school will meet these requirements. Explain how students will earn credit hours, how grade-point averages will be calculated, what information will be on transcripts, and what elective courses will be offered. If graduation requirements for the school will exceed state standards, explain the additional requirements.
2. Explain how the graduation requirements will ensure student readiness for college or other postsecondary opportunities (e.g. trade school, military service, or entering the workforce).
3. Explain the systems and structures the school will implement for students at risk of dropping out and/or not meeting the proposed graduation requirements.

### **School Calendar and Schedule**

1. Discuss the annual academic schedule for the school. Explain how the calendar reflects the needs of the educational program. In **Attachment 5**, provide the school's proposed calendar for the first year of operation, including total number of days/hours of instruction at a minimum of 180 days.
2. Describe the structure of the school day and week. Include the number of instructional hours/minutes in a day for core subjects such as language arts, mathematics, science, and social studies. Note the length of the school day, including start and dismissal times. Explain why the school's daily and weekly schedule will be optimal for student learning. Provide the minimum number of hours/minutes per day and week that the school will devote to academic instruction in each grade. Provide, also in **Attachment 5**, a sample daily and weekly schedule for each division of the school.

### **School Culture**

1. Describe the culture of the proposed school. Explain how it will promote a positive academic environment and reinforce student intellectual and social development.
2. Explain how you will create and implement this culture for students, teachers, administrators, and parents/guardians starting from the first day of school. Describe the plan for enculturating students who enter the school mid-year.

3. Explain how the school culture will take account of and serve students with special needs, including students receiving special education services, English Language learners, and any students at risk of academic failure.
4. Describe a typical school day from the perspective of a student in a grade that will be served in your first year of operation.
5. Describe a typical day for a teacher in a grade that will be served in your first year of operation.

### **Supplemental Programming**

1. If after-school or summer school will be offered, describe the program(s). Explain the schedule and length of the program including the number of hours and weeks. Discuss the anticipated participants including number of students and the methods used to identify them. What are the anticipated resource and staffing needs for these programs?
2. Describe the extra- or co-curricular activities or programming the school will offer; how often they will occur; and how they will be delivered and funded.
3. Describe the programs or strategies to address student mental, emotional, and social development and health.
4. If applicable, describe any other student-focused activities and programs that are integral to the educational and student-development plans.

### **Special Populations and At-Risk Students**

Schools are responsible for hiring licensed and endorsed special educators pursuant to law. School personnel shall participate in developing Individualized Education Programs (IEPs); identify and refer students for assessment of special education needs; maintain records; and cooperate in the delivery of special education instruction and services, as appropriate. All responses should indicate how the school will comply with applicable laws and regulations governing service to these student populations.

1. Describe the overall plan to serve students with special needs, including but not limited to students with Individualized Education Programs or Section 504 plans; English Language learners; students identified as intellectually gifted; and students at risk of academic failure or dropping out. The plan should address how the school will meet students' needs in the least restrictive environment.
2. Identify the special populations and at-risk groups that the school expects to serve, whether through data related to the targeted district or neighborhood or more generalized analysis of the population to be served. Discuss how the course scope and sequence, daily schedule, staffing plans, and support strategies and resources will meet or be adjusted for the diverse needs of students.
3. Explain more specifically how you will identify and meet the learning needs of students with mild, moderate, and severe disabilities in the least restrictive environment possible. Specify the programs, strategies, and supports you will provide, including the following:

- a. Methods for identifying students with special education needs (and avoiding misidentification);
  - b. Specific instructional programs, practices, and strategies the school will employ to provide a continuum of services; ensure students' access to the general education curriculum; and ensure academic success for students with special education needs;
  - c. Plans for monitoring and evaluating the progress and success of special education students with mild, moderate, and severe needs to ensure the attainment of each student's goals as set forth in the Individualized Education Program (IEP);
  - d. Plans for promoting graduation for students with special education needs (high school only); and
  - e. Plans for qualified staffing adequate for the anticipated special needs population.
4. Explain how the school will meet the needs of English Language Learner (ELL) students, including the following:
    - a. Methods for identifying ELL students (and avoiding misidentification);
    - b. Specific instructional programs, practices, and strategies the school will employ to ensure academic success and equitable access to the academic program for these students;
    - c. Plans for monitoring and evaluating the progress and success of ELL students, including exiting students from ELL services;
    - d. Means for providing qualified staffing for ELL students.
  5. Explain how the school will identify and meet the learning needs of at-risk students as defined in RCW 28A.710.010(2). *"At-risk student" means a student who has an academic or economic disadvantage that requires assistance or special services to succeed in educational programs. The term includes, but is not limited to, students who do not meeting minimum standards of academic proficiency, students who are at risk of dropping out of high school, students in chronically low-performing schools, students with higher than average disciplinary sanctions, students with lower participation rates in advanced or gifted programs, students who are limited in English proficiency, students who are members of economically disadvantaged families, and students who are identified as having special educational needs.*
  6. Explain how the school will identify and meet the needs of highly capable students, including the following:
    - a. Specific research-based instructional programs, practices, strategies, and opportunities the school will employ or provide to enhance their abilities;
    - b. Plans for monitoring and evaluating the progress and success of intellectually gifted students; and
    - c. Means for providing qualified staffing for intellectually gifted students.

### **Student Recruitment and Enrollment**

1. Explain the plan for student recruitment and marketing that is culturally inclusive and will provide equal access to interested students and families. Specifically describe the plan for outreach to at-risk students.
2. Provide, as **Attachment 6** the school's Enrollment Policy, which should be culturally inclusive and include the following:

- a. Tentative dates for application period; and enrollment deadlines and procedures, including explanation of how the school will receive and process Intent to Enroll forms;
- b. A timeline and plan for student recruitment/engagement and enrollment;
- c. The lottery procedures that will be used should student interest exceed capacity;
- d. Policies and procedures for student waiting lists, withdrawals, re-enrollment, and transfers; and
- e. Explanation of the purpose of any pre-admission activities for students or parents.

### **Student Discipline**

Describe in detail the school's approach to student discipline. Provide as **Attachment 7** the school's proposed discipline policy. The proposed policy must be culturally responsive and comply with any applicable state laws and Commission policies. The plan should provide evidence that it is based on research, theory, experience, or best practice. The description of the school's approach and the proposed policy should address each of the following:

1. Equitable and fair practices the school will use to promote good discipline, including both penalties for infractions and incentives for positive behavior;
2. A list and definitions of the offenses for which students in the school must (where non-discretionary) and may (where discretionary) be suspended or expelled, respectively;
3. An explanation of how the school will take into account the rights of students with disabilities in disciplinary actions and proceedings; and
4. Procedures for due process when a student is suspended or expelled as a result of a code of conduct violation, including a description of the appeal process that the school will employ for students facing expulsion and a plan for providing services to students who are expelled or out of school for more than ten days.
5. Discuss how students and parents/guardians will be informed of the school's Discipline Policy.

### **Conversion Schools**

Proposed conversion schools must provide a detailed plan for how they intend to engage the entire school community and any information regarding steps already taken.

1. Provide a detailed plan that demonstrates that the conversion school will have sufficient capacity to enroll all students who wish to remain enrolled in the school after conversion.
2. Provide, as **Attachment 8** evidence of demonstrated support for the proposed conversion in the form of a petition signed by a majority of teachers assigned to the school and/or a petition signed by a majority of parents of students in the school.

3. Provide evidence of the organization's prior experience in taking over or turning around an under-performing school and the ways in which the group will engage and transform the existing school culture.

### **Family and Community Involvement**

1. Describe the role to date of any parents/guardians and community members involved in developing the proposed school. Include other evidence of parent/guardian and community support for the proposed charter school.
2. Describe what you have done to assess and build parent/guardian and community demand for your school and how you will engage families and community members from the time that the school is approved through opening.
3. Describe how you will engage parents/guardians in the life of the school (in addition to any proposed governance roles described in Section 2 below). Explain the plan for building family-school partnerships that strengthen support for learning and encourage parental involvement. Describe any commitments or volunteer activities the school will seek from, offer to, or require of parents/guardians.
4. Discuss the community resources that will be available to students and families. Describe any partnerships the school will have with community organizations, businesses, or other educational institutions. Specify the nature, purposes, terms, and scope of services of any such partnerships including any fee-based or in-kind commitments from community organizations or individuals that will enrich student learning opportunities. Include, as **Attachment 9** existing evidence of support from intended community partners such as letters of intent/commitment, memoranda of understanding, and/or contracts.

### **Educational Program Capacity**

1. Identify the key members of the school's leadership team. Identify *only* individuals who will play a substantial and ongoing role in school development, governance and/or management, and will thus share responsibility for the school's educational success. These may include current or proposed governing board members, school leadership/management, and any essential partners who will play an important ongoing role in the school's development and operation.

Describe the team's individual and collective qualifications for implementing the school design successfully, including capacity in areas such as:

- a. School leadership, administration, and governance;
- b. Curriculum, instruction, and assessment;
- c. Performance management; and
- d. Family and community engagement.

Describe the group's ties to and/or knowledge of the target community.

2. Identify any organizations, agencies, or consultants that are partners in planning and establishing the school, along with a brief description of their current and planned role and any resources they have contributed or plan to contribute to the school's development.

3. Identify the principal/head of school candidate and explain why this individual is well-qualified to lead the proposed school in achieving its mission. Summarize the proposed leader's academic and organizational leadership record. Provide specific evidence that demonstrates capacity to design, launch, and manage a high-performing charter school. If the proposed leader has never run a school, describe any leadership training programs that (s)he has completed or is currently participating in.
4. Provide, as **Attachment 10**, the qualifications, resume, and professional biography for this individual. Discuss the evidence of the leader's ability to effectively serve the anticipated population.

--OR--

If no candidate has been identified, provide as **Attachment 10** the job description or qualifications, and discuss the timeline, criteria, and recruiting and selection process for hiring the school leader.

5. Describe the responsibilities and qualifications of the school's leadership/management team beyond the principal/head of school. If known, identify the individuals who will fill these positions and provide, as **Attachment 11**, the qualifications, resumes, and professional biographies for these individuals. If these positions are not yet filled, explain the timeline, criteria, and process for recruitment and hiring, and provide job descriptions as **Attachment 11**.
6. Explain who will work on a full-time or nearly full-time basis following assignment of a location to lead development of the school and the plan to compensate these individuals.

## Section 2. Operations Plan and Capacity (25 pages)

### Governance

#### Legal Status and Governing Documents

Describe the proposed school's legal status, including non-profit status and federal tax-exempt status. Submit, as **Attachment 12** the Articles of Incorporation, proof of non-profit status and tax exempt status (or copies of filings for the preceding items), a completed and signed Statement of Assurances, bylaws, and any other governing documents already adopted, such as board policies.

#### Organization Charts

Submit, as **Attachment 13**, organization charts that show the school governance, management, and staffing plan and structure in: a) Year 1; and b) at capacity.

The organization charts should clearly delineate the roles and responsibilities of – and lines of authority and reporting among – the governing board, staff, any related bodies (such as advisory bodies or parent/teacher councils), and any external organizations that will play a role in managing the school. The organization charts should also document clear lines of authority and reporting within the school.

#### Governing Board

1. Explain the governance philosophy that will guide the board, including the nature and extent of involvement by key stakeholder groups.
2. Describe the governance structure of the proposed school, including the primary roles of the governing board and how it will interact with the principal/head of school and any advisory bodies. Describe the size, current and desired composition, powers, and duties of the governing board. Identify key skills, areas of expertise, and constituencies that will be represented on the governing board. Explain how this governance structure and composition will help ensure that a) the school will be an educational and operational success; b) the board will evaluate the success of the school and school leader; and c) there will be active and effective representation of key stakeholders, including parents.
3. Identify all current and prospective board members and their intended roles. Summarize members' interests in and qualifications for serving on the school's board. In **Attachment 14** provide a completed and signed board Member Information Sheet, resume, and professional biography for each board member.
4. If the current applicant team does not include the initial governing board, explain how and when the transition to the formal governing board will take place.
5. If this application is being submitted by an existing non-profit organization respond to the following:
  - a. Will the existing non-profit board govern the new school, or has the school formed a new non-profit corporation governed by a separate board?

- b. If the non-profit's current board will govern the charter school, what steps have been taken to transform its board membership, mission, and bylaws to assume its new duties? Describe the plan and timeline for completing the transition and orienting the board to its new duties.
  - c. If a new board has been formed, describe what, if anything, its ongoing relationship to the existing non-profit's board will be.
6. Explain the procedure by which board members have been and will be selected. How often will the board meet? Discuss the plans for any committee structure.
7. Describe the board's ethical standards and procedures for identifying and addressing conflicts of interest. Provide, as **Attachment 15**, the board's proposed Code of Ethics and Conflict of Interest policy. Identify any existing relationships that could pose actual or perceived conflicts if the application is approved; discuss specific steps that the board will take to avoid any actual conflicts and to mitigate perceived conflicts.
8. Describe plans for increasing the capacity of the governing board. How will the board expand and develop over time? How will new members be recruited and added, and how will vacancies be filled? What are the priorities for recruitment of any additional board members? What kinds of orientation or training will new board members receive, and what kinds of ongoing development will existing board members receive? The plan for training and development should include a timetable, specific topics to be addressed, and requirements for participation.

### **Advisory Bodies**

Describe any advisory bodies or councils to be formed, including the roles and duties of that body. Describe the planned composition of the advisory body; the strategy for achieving that composition; the role of parents/guardians, students, and teachers (if applicable); and the reporting structure as it relates to the school's governing body and leadership.

### **Grievance Process**

Explain the process that the school will follow should a parent or student have an objection to a governing board policy or decision, administrative procedure, or practice at the school.

### **District Partnerships**

Explain any proposed partnership agreement between the charter school and the school district or Education Service District (ESD) where the school is proposed to be located. Include the terms of that agreement.

### **Education Service Providers (ESP) and Other Partnerships**

Describe any other proposed partnerships or contractual relationships that will be central to the school's operations or mission.

If the school intends to contract with an ESP for the management of the school or substantial educational services, address the following:

1. Provide evidence of the non-profit ESP's success in serving student populations that are similar to the targeted population, including demonstrated academic achievement as well as successful management of nonacademic school functions, if applicable.
2. As **Attachment 16** provide a term sheet that includes:
  - a. Proposed duration of the service contract;
  - b. Roles and responsibilities of the governing board, school staff, and ESP;
  - c. Scope of services and resources to be provided by the ESP;
  - d. Performance evaluations measures and timelines;
  - e. Compensations structure, including clear identification of all fees to be paid to the ESP;
  - f. Methods of contract oversight and enforcement;
  - g. Investment disclosure; and
  - h. Conditions for renewal and termination of the contract
3. Disclose and explain any existing or potential conflicts of interest between the charter school board and proposed service provider or any affiliated business entities.

## Staffing

### Staff Structure

1. Provide, as **Attachment 17**, a complete staffing chart for the school. The staffing chart and accompanying notes or roster should identify the following:
  - a. Year 1 positions, as well as positions to be added during the first charter term;
  - b. Administrative, instructional, and non-instructional personnel;
  - c. The number of classroom teachers, paraprofessionals, and specialty teachers; and
  - d. Operational and support staff.
2. Explain how the relationship between the school's senior administrative team and the rest of the staff will be managed, including plans for performance management. Note the teacher-student ratio, as well as the ratio of total adults to students for the school.

### Staffing Plans, Hiring, Management, and Evaluation

1. Explain the relationship that will exist between the proposed charter school and its employees, including whether the employees will be at-will and whether the school will use employment contracts. If the school will use contracts, explain the nature and purpose of the contracts.
2. Outline the proposed school's salary ranges and employment benefits for all employees, as well as any incentives or reward structures that may be part of the compensation system. Explain the school's strategy for retaining high-performing teachers.
3. Describe your strategy, plans, and timeline for recruiting and hiring the teaching staff, in accordance with the state accountability plan. Explain other key selection criteria and any special considerations relevant to your school design.
4. Outline the school's procedures for hiring and dismissing school personnel, including conducting criminal background checks.

5. Explain how the school leader will be supported, developed, and evaluated each school year. Provide, as **Attachment 18**, any leadership evaluation tool(s) that you have identified or developed already.
6. Explain how teachers will be supported, developed, and evaluated each school year in accordance with the state accountability plan. Provide, as **Attachment 19**, any teacher evaluation tool(s) that already exist for the school, or state if the school intends to follow the state teacher evaluation plan.

### **Professional Development**

Describe the school's professional development expectations and opportunities, including the following:

1. Identify the person, position, or organization responsible for professional development.
2. Discuss the core components of professional development and how these components will support effective implementation of the educational program. Discuss the extent to which professional development will be conducted internally or externally and will be individualized or uniform.
3. Provide a schedule and explanation of professional development that will take place prior to school opening. Explain what will be addressed during this induction period and how teachers will be prepared to deliver any unique or particularly challenging aspects of the curriculum and instructional methods.
4. Describe the expected number of days/hours for professional development throughout the school year, and explain how the school's calendar, daily schedule, and staffing structure accommodate this plan. Include time scheduled for common planning or collaboration and how such time will typically be used.

### **Performance Management**

The Commission will evaluate the performance of every charter school and transformation partner annually and for renewal purposes according to a set of academic, financial, and organizational performance standards that will be incorporated into the charter agreement. The academic performance standards will consider status, growth, and comparative performance based on federal, state, and school-specific measures. The financial performance standards will be based on standard accounting and industry standards for sound financial operation. The organizational performance standards will be based primarily on compliance with legal obligations, including fulfillment of the governing board's fiduciary obligations related to sound governance.

Applicants may propose to supplement the Commission's performance standards with school-specific academic or organizational goals.

1. Describe any mission-specific educational goals and targets that the school will have. State goals clearly in terms of the measures or assessments you plan to use.
2. Describe any mission-specific organizational goals and targets that the school will have. State goals clearly in terms of the measures or assessments you plan to use.

3. In addition to all mandatory assessments, identify the primary interim assessments the school will use to assess student learning needs and progress throughout the year. Explain how these interim assessments align with the school's curriculum, performance goals, and state standards.
4. Explain how the school will measure and evaluate academic progress – of individual students, student cohorts, and the school as a whole – throughout the school year, at the end of each academic year, and for the term of the charter contract. Explain how the school will collect and analyze student academic achievement data, use the data to refine and improve instruction, and report the data to the school community. Identify the person(s), position(s), and/or entities that will be responsible and involved in the collection and analysis of assessment data.
5. Who will be responsible for managing the data, interpreting it for classroom teachers, and leading or coordinating professional development to improve student achievement?
6. Explain the training and support that school leadership and teachers will receive in analyzing, interpreting, and using performance data to improve student learning.

## Facilities

Describe the process for identifying and securing a facility, including any brokers or consultants you are employing to navigate the real estate market, plans for renovations, timelines, financing, etc. If you currently hold a facility or have an MOU or other proof of intent to secure a specific facility, provide proof of the commitment as **Attachment 20**. Briefly describe the facility including location, size, and amenities. You may also provide, in **Attachment 20** up to 10 pages of supporting documents providing details about the facility. Charter school facilities must comply with applicable state and local health and safety requirements. In addition, charter school applicants must be prepared to follow applicable city planning review procedures.

## Start-Up and Ongoing Operations

1. Provide, as **Attachment 21**, a detailed start-up plan for the school, specifying tasks, timelines, and responsible individuals. This plan should align with the Start-Up (Year 0) Budget in the Financial Plan Workbook (explained in Section 3).
2. Describe the transportation arrangements for prospective students. In addition to daily transportation needs, describe how the school plans to meet transportation needs for field trips and athletic events.
3. Provide the school plan for safety and security for students, the facility, and property. Explain the types of security personnel, technology, equipment, and policies that the school will employ.
4. Provide the school plan for food service and other significant operational or ancillary services.
5. Provide, as **Attachment 22**, a list of the types of insurance coverage the school will secure, including a description of the levels of coverage. Types of insurance should include workers' compensation, liability, property, indemnity, directors and officers, automobile, and other.

## Operations Capacity

1. Describe the applicant team’s individual and collective qualifications for implementing the Operations Plan successfully, including capacity in areas such as the following:
  - a. Staffing;
  - b. Professional development;
  - c. Performance management;
  - d. General operations; and
  - e. Facilities management.
2. Describe the organization’s capacity and experience in facilities acquisition and management, including managing build-out and/or renovations, as applicable.

## Section 3. Financial Plan and Capacity (15 pages)

### Financial Plan

1. Describe the systems, policies, and processes the school will use for financial planning, accounting, purchasing, and payroll, including a description of how it will establish and maintain strong internal controls and ensure compliance with all financial reporting requirements.
2. Describe the roles and responsibilities of the school's administration and governing board for school finances and distinguish between each.
3. Describe the school's plans and procedures for conducting an annual audit of the financial and administrative operations of the school.
4. Describe how the school will ensure financial transparency to the Commission and the public, including its plans for public adoption of its budget and public dissemination of its annual audit and an annual financial report.
5. Describe any services to be contracted, such as business services, payroll, and auditing services, including the anticipated costs and criteria for selecting such services.
6. Describe the school's plans for liability insurance to indemnify the school, its board, staff, and teachers against tort claims.
7. Submit a completed Financial Plan Workbook as **Attachment 23**. Be sure to complete all sheets in the Workbook. In developing your budget, please use the per-pupil revenue guidance provided by the Commission.
8. Budget Narrative: As **Attachment 24**, present a detailed description of assumptions and revenue estimates, including but not limited to the basis for revenue projections, staffing levels, and costs. The narrative should specifically address the degree to which the school budget will rely on variable income (e.g. grants, donations, fundraising).
  - a. Per-Pupil Revenue. Use the figures provided by the Commission to develop your budget assumptions.
  - b. Anticipated Funding Sources. Indicate the amount and sources of funds, property or other resources expected to be available through banks, lending institutions, corporations, foundations, grants, etc. Include evidence of commitment for any funds on which the school's core operation depends in **Attachment 24**.
  - c. Discuss the school's contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated.
  - d. Explain the year one cash flow contingency, in the event that revenue projections are not met in advance of opening.

### Financial Management Capacity

1. Describe the applicant team's individual and collective qualifications for implementing the Financial Plan successfully, including capacity in areas such as the following:
  - a. Financial management;
  - b. Fundraising and development; and
  - c. Accounting and internal controls.

## Section 4. Existing Operators (8 pages)

For applicants who already operate one or more schools, including charter management organizations (CMOs), and educational management organizations (EMOs), please respond to the following questions:

1. Provide a detailed description of the organization's growth plans and capacity to successfully support and execute that plan including business plans to support anticipated growth.
2. Using the *Portfolio Summary Template*, complete all requested information for each of the organization's schools and provide as **Attachment 25**.
3. Please disclose schools that have been closed or non-renewed or charters that have been revoked.



February 3, 2017

Dear Bree,

I am writing as a follow up to the discussions you, Jessica de Barros, chair of Excel Public Charter School (Excel), and I have been having regarding the potential transfer of Excel's charter contract to Green Dot Public Schools Washington State (Green Dot). During the discussions, you have asked the Commission to recommend the contract transfer to the State Board of Education (SBE). In order to determine whether the Commission can make such a recommendation, it must assess the extent to which a charter contract transfer is in the best interest of a charter school's students and the extent to which the non-profit organization that the charter contract would transfer to (Green Dot) has the financial and organizational capacity to successfully perform the legal and contractual obligations that it seeks to assume.

Under the Charter School Act (RCW 28A.710.210(3)), a charter contract may not be transferred from one authorizer to another or from one charter school to another before the expiration of the charter contract term except by petition to the SBE by the charter school or its authorizer. The SBE must review such petitions on a case-by-case basis and may grant transfer requests in response to special circumstances and evidence that such a transfer would serve the best interests of the charter school's students.

This document identifies the areas that the Commission needs you to address with information and documentation so that we can ascertain whether a charter contract transfer is in the best interest of the students currently enrolled at Excel. Given our discussions, I anticipate that you and your team have already pulled together much of the requested information and documentation.

Please provide the information and documentation by 5pm, Tuesday, February 7, 2017, so that the Commission can assess the extent to which a proposed charter contract transfer is in the best interest of the students currently attending Excel Public Charter School and decide how to proceed at its February 16, 2017, meeting.

If you have any questions or concerns, please contact me directly.

Be well,  
Joshua Halsey  
Executive Director  
Washington State Charter School Commission

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1068 Washington Street SE | Olympia, WA 98504 | (360) 725-5511 | [charterschoolinfo@k12.wa.us](mailto:charterschoolinfo@k12.wa.us)

[WWW.CHARTERSCHOOL.WA.GOV](http://WWW.CHARTERSCHOOL.WA.GOV)

**REQUESTED DOCUMENTS AND INFORMATION TO ASSESS CHARTER CONTRACT TRANSFER**

Listed below is a set of documents and information we are requesting in order for the Commission to assess the extent to which the charter contract transfer from Excel to Green Dot is in the best interest of students currently enrolled at Excel. I have categorized the documents and information to align to the areas of oversight the Commission provides all charter schools with the addition of information regarding the parent/guardian outreach efforts that have been conducted regarding this potential transition. As you review the list, please contact me with any questions.

**Outreach Efforts and Results**

1. Please provide evidence of the outreach that Green Dot and Excel have done to inform parents/guardians of currently enrolled Excel students of the charter contract transfer. Include a complete and accurate summary of the feedback the school has received from both parents and students regarding the charter contract transfer.

**Educational Model and Capacity**

1. The Commission authorized Excel as a charter school based, in large part, on the education program they designed and contracted to provide. Please provide a signed letter of assurance, signed by Green Dot’s board chair(s), that states that Excel’s Educational Program Terms and Design Elements as contained within Excel’s charter contract (Attachment 4) will be implemented for the duration of the charter contract. If Green Dot is unable to sign such an assurance, describe the extent to which Green Dot intends to remain faithful to Excel’s education program and identify which Terms and Elements are no longer feasible. Explain the rationale for any proposed change.

**Organizational Capacity**

1. Please describe Green Dot’s experience in taking over a charter school that already exists. The Commission has researched Green Dot’s history and success regarding “school turnaround”; therefore, what have you learned from your school turnaround history that is applicable to this charter contract transfer?
2. If the charter contract transfer is approved, Green Dot will move from overseeing and supporting one school in one community to three schools in three different communities. Therefore, provide an updated board roster and describe how the current composition of Green Dot’s board is sufficient to oversee three public charter schools. If Green Dot plans to increase the capacity of its governance board, please provide detailed information regarding its expansion and development.
3. Describe the governance structure of Green Dot, including the primary roles of the governing board and how it will interact with the principals/heads of schools and any advisory bodies.
  - a. Explain how this governance structure and composition will help ensure that:
    - i. All three schools will be an educational, financial and operational success;

- ii. The board will evaluate the success of the schools and school leaders;
  - iii. There will be active and effective representation of key stakeholders, including parents; and
  - iv. The schools will be culturally responsive to the students they serve.
4. Provide an updated organizational chart that clearly delineates the roles, responsibilities, and lines of authority and reporting among the governing board, school leaders, management team, staff, any related bodies (such as advisory bodies or parent/teacher councils), and any external organizations that will play a role in managing the schools. The organizational charts should also document clear lines of authority and reporting within the schools.

**Financial Information and Capacity**

1. Provide a four-year budget for Excel. The budget must contain details that enable the Commission to assess the extent to which Green Dot has secured the private revenues listed and the extent to which expenses have shifted and changed in comparison to Excel's current budget. Evidence that private revenues are secure may come in the form of award letters or emails from the grantor or funder. The award letter or email must contain the contact information of the grantor or funder, if available, the amount of the award, date of when funds become available for Green Dot's use, and any restrictions associated with how the funds are spent. Finally, the Commission expects Green Dot's financial information to show that Excel will end each school year with both a positive net income and positive cash flow.

**Attachment 12: Charter Public School Application**



February 7, 2017

Chair Sundquist and Members of the Washington State Charter Commission,

After eight months of partnership and joint work with Excel Public Charter School's board and staff, Green Dot Public Schools Washington is honored that Excel has asked to join our network of public charter schools. Excel is a remarkable school serving an academically underserved community with an effective and innovative academic program. After many months of stakeholder engagement, due diligence analysis, and collaboration with our staff members and boards we believe that Excel would be a positive addition to the Green Dot Washington network and that this arrangement would benefit all involved. In this memo, we outline our work and preparation to receive Excel's public charter agreement, should the Commission and State Board of Education approve its transfer to Green Dot Washington.

**I. Outreach Efforts and Results**

An absolute priority guiding this year's partnership model between Green Dot Washington and Excel has been stakeholder guidance and input. Both organizations continuously seek feedback from families, staff and the Board in various forms, including large group meetings, small group and individual meetings, electronic and paper surveys, written and electronic communications. This engagement process has helped ensure a Green Dot-Excel partnership is values-aligned and serving Excel's needs. This process helped surface Excel families' and staff's priorities and questions, which then informed our own approach and priorities for building a collaborative partnership together.

*Feedback process*

Green Dot staff and board members met with parents to discuss the initial relationship arranged between Excel and Green Dot – an Educational Service Provider agreement – and to discuss the possibility of evolving this relationship to eventually include Excel formally in the Green Dot Public Schools Washington network. We worked with Excel to administer an electronic survey to gauge parent response as well.

When approached in June 2016 with the possibility of providing an Educational Service Partnership, together we worked thoughtfully to listen and engage with our stakeholders.

- Green Dot's Executive Director and Excel's Board Director shared the possibility of forming an educational service partnership at Excel's monthly parent meeting, "Morning Cup of Joe." During this time, Green Dot staff answered initial questions from families and shared plans for serving Excel through the partnership. Parents provided input into what they hoped would remain at Excel, and what it would look like if Excel joined Green Dot's network. Parents had questions in regards to the bell

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schedule, uniforms, and program offerings. Green Dot supported the Excel Board in communicating about the partnership via written letters to parents as well.

- Green Dot leadership met with founding Excel parent leaders to discuss Green Dot's values as well as new supports to Excel over the summer staff transition.
- Green Dot facilitated parent and student interviews of the finalist Excel Executive Director candidate and supported the Excel Board in integrating their feedback into their hiring process.
- Green Dot staff and a board member met parents, students, and community supporters of the school at its end of year celebration and orchestra performance.
- Green Dot leadership met with all Excel staff to solicit interest in and feedback on priorities for an Educational Service Partnership, including priorities for supporting the school over the summer and upcoming school year.
- Green Dot staff held 1:1 conversations with all staff (returning and leaving) to discuss Excel and Green Dot's mission, values and model and solicit feedback.
- Over the summer, Green Dot leadership and staff held ongoing meetings with returning operations and academic staff teams to engage in joint work and share resources. These meetings included discussion of Green Dot's mission, values and model; alignment to Excel's model; and generation of supports over the upcoming school year. These meetings were weekly to biweekly from June through the start of the new school year.
- Green Dot leadership attended Excel board meetings and worked in collaboration to develop a joint Educational Service Provider partnership agreement.

As our Educational Service Provider agreement solidified and both organizations collaborated on academic and professional development services provided to the school, Green Dot supported the Excel Board in exploring the possibility of joining the Green Dot network.

- The Excel Board conducted a parent survey and shared results for follow up with Green Dot.
- Both Excel and Green Dot Board chairs and Excel's Executive Director, along with Green Dot Home Office staff attended a 'Morning Cup of Joe' where Excel parents gather monthly to hear announcements and offer feedback. During the October Morning Cup of Joe, parents shared what they enjoyed most about Excel, what they wanted to change, and any questions they had about joining Green Dot's network.
- Excel and Green Dot leadership met with staff in October to facilitate a conversation to capture what they enjoyed most about Excel, what they wanted to change, and any questions they had about joining Green Dot's network.
- Green Dot leadership met with parents again in a special meeting in November to receive feedback on the school answer questions about Green Dot Washington
- Green Dot leadership met again with staff twice in January to discuss specific questions around personnel practices and HR policies. This included a review of Green Dot's employee resource system, salary scale, benefits, evaluation system, employee handbook, and leadership roles. The meeting allowed teachers and staff to

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ask questions about employment at Green Dot and what adjustments would be made to their current employment situation.

- Green Dot asked facilitated a deep dive interview with an Excel teacher who went through a similar process at his former school, which was a standalone charter school that merged with another charter. He shared the challenges encountered, the positive impacts it had on the school culture, and how the process was communicated to the school and gave advice on lessons learned for Green Dot Washington and Excel.

*Feedback Results*

The following feedback and themes emerged from our conversations and meetings. Thorough and consistent engagement and communication with key stakeholders was and continues to be incredibly important to both Green Dot and Excel in the process, and we will continue to engage in this level of dialogue and feedback for the remainder of the school year.

Excel Board	Excel Staff	Excel Families
<ul style="list-style-type: none"> <li>• The Board agrees that our missions and values are aligned</li> <li>• The Board is passionate about serving an economically and academically impacted population</li> <li>• They prioritize keeping a middle/high school focus on STEAM and college readiness</li> </ul>	<ul style="list-style-type: none"> <li>• Access to a bigger facility is a key priority</li> <li>• Teachers would like to know that they can maintain flexibility in adjusting curriculum and whole-school supports</li> <li>• They would like to prioritize keeping their current Computational Thinking approach and STEAM focus</li> </ul>	<ul style="list-style-type: none"> <li>• Parents are deeply invested in Excel’s success</li> <li>• Specifically, parents are impressed by the high academic and behavior expectations asked of their students</li> <li>• Parents expressed interest in providing more robust arts program and foreign languages</li> <li>• Parents had questions about autonomy and facility location, if Green Dot partnership were to move forward</li> </ul>

**II. Educational Model and Capacity**

After providing services to support and learn from Excel’s current academic model for the past eight months, we feel aligned in our philosophies of serving all students

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with a rigorous, college ready program that includes interventions as well as accelerations. Excel’s focus on STEAM is aligned with our electives priorities as well – all schools provide elective offerings in technology, the arts, and physical movement. Also, our emphasis on supporting, growing and retaining teachers very much mirrors Excel’s stated and practiced commitment to its teachers’ growth. We would like to propose the following adjustments to Excel’s Educational Program Terms after a review of its components.

Education Program Term Component Suggested Adjustments

Component	Current language	Suggestion
Mission	Excel Public Charter School (Excel) will provide all students with academically rigorous, STEAM-focused, college preparatory program that will help students achieve both academic and personal success in college and career. Further, Excel will empower students to become agents of change in their communities through character development and culturally-responsive pedagogy. Excel’s aspiration is to see thousands of our students graduate from the colleges of their choice and return to play an integral role in the economic sustainability and cultural viability of the Kent, Washington area.	Keep
Objectives	Objective 1: Provide additional learning time to enhance student learning. Objective 2: Provide for additional instruction in Literacy, Mathematics, and Science disciplines. Objective 3: Provide learning opportunities in computer science. Objective 4: Develop students’ non-cognitive skills. Objective 5: Provide teachers with additional professional support and development. Objective 6: Develop strong parent and family ties with school	Keep
Goals	GOAL 1: Students develop into proficient readers, speakers and writers. GOAL 2: Students demonstrate proficiency in the understanding and application of mathematical computation and problem solving. GOAL 3: Students demonstrate proficiency and improvement of skills and content knowledge in science.	Keep

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	<p>GOAL 4: Students demonstrate proficiency and improvement of skills and content knowledge in social studies.</p> <p>GOAL 5: Students demonstrate college readiness in academic content, key cognitive strategies, and contextual college awareness.</p> <p>GOAL 6: Student attendance and retention is strong and consistent, promoting student learning.</p> <p>GOAL 7: Parents are satisfied with the academic rigor, level of structure, and communication offered by the school</p>	
Education Term 1	Beginning in 7th grade, all students will be enrolled in a computer science-focused course.	Change to: All middle school students will be enrolled in a technology-focused course. All high school students will have access to technology- and computer science-focused courses.
Education Term 2	All students will be enrolled in additional math, science, and ELA coursework, totaling approximately 100 minutes per day.	Change to: Students will experience effective teaching aligned to our teaching framework and multiple assessments to measure growth and inform instruction. Students will access the academic intervention, counseling and clinical services as necessary to break down the barriers to learning.
Education Term 3	All teachers will receive more professional development than the local school district, as evidenced by the number of scheduled professional development days.	Change to: All teachers will receive high quality professional development that includes focus on teaching and instruction, creating a college-going culture, eliminating barriers to learning, and promoting leadership and life skills.

In keeping with Excel’s mission, objectives and goals, we believe we are strengthening the core philosophy, sentiment, and values of the school while bringing it into the Green Dot network. We suggest the following changes to the education term language.

Education Term 1 Rationale: This supports Excel and Green Dot’s focus on serving *all* students by giving Excel leadership the flexibility to serve high school students who may enter significantly behind (which can include up to 8 grade levels behind and/or missing significant credits) and still need to be on track to graduate high school prepared for college. This gives flexibility for students to receive appropriate coursework to prepare them to be successful in a STEAM curriculum. This allows a leader to offer, for example, a blended intervention/technology course or specific intervention/credit recovery courses that support a student to graduate on time.

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Education Term 2 Rationale: As part of a regional network that prioritizes significant “extra” time in core classes, we are confident, and will monitor to ensure, that Excel will continue to provide students access to more instructional time aligned to college readiness. We believe this adjusted language provides a more comprehensive overview of the responsibilities of the school to serve the whole child. It allows students to receive additional minutes of coursework (achieved through an extended school day and year) in alignment with their needs.

Education Term 3 Rationale: As part of a regional network that also prioritizes significant “extra” time for teacher professional development (3 hours/week ongoing PD and 23 full PD days/year), we would suggest adjusting this term to focus on the quality of professional development rather than just the quantity.

### III. Organizational Capacity: Green Dot’s History and Success in School Turnarounds

Green Dot Public Schools has led numerous school transformations/turnarounds, through which GD developed a holistic school transformation model. Typically, a turnaround is a transformation of a failing school that doesn’t have a college-focused culture; in this case, Excel has a high-performance culture, so Green Dot’s approach to each of the steps outlined below is slightly different.

Green Dot’s turnaround-transformation model applies the core Green Dot approach and philosophies, intensified through a set of eight transformation-specific principles, to achieve Green Dot’s impact goals. This intensified Green Dot model supports the school in achieving its ultimate impact: all students graduate prepared for college, leadership, and life. In addition, the transformation model achieves the goal of creating a process that can be replicated to eliminate chronically underperforming schools.

Specifically, Green Dot’s core values: effective teaching, strong leadership, college-preparatory curriculum, comprehensive supports, community engagement and replicability are amplified through a set of eight transformation specific principles:

- Step 1 – Transitioning a school successfully using key community and district partners
- Step 2 – Establishing an effective early presence with students and the community
- Step 3 – Developing a high performing team dedicated to the transformation
- Step 4 – Splitting a large high school into a cluster of smaller schools
- Step 5 – Creating a dramatically different new school climate on day one
- Step 6 – Implementing a portfolio of interventions for high-needs students
- Step 7 – Measuring success holistically through retention, rigor and results
- Step 8 – Ensuring effective budgeting preparation and policies

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Because Excel has a strong culture and is a high-performing school, this transformation model will be applied without the expectations or critical nature of a turnaround. Specifically, Green Dot will customize this turnaround model for the circumstances surrounding the merger with Excel in the following ways:

- For step 1 – Transitioning a school successfully using key community and district partners – Green Dot and Excel leadership are engaging community and district partners to manage the transition. Green Dot is working with the Washington State Charter Commission and the State Board of Education to ensure the successful transition of the essential elements of Excel’s model and their approved charter.
- For step 2 – Establishing an effective early presence with students and the community – To engage students and families, Green Dot and Excel leadership have worked together to set up forums to speak with parents, teachers, staff as well as both Boards of Directors on this process. Green Dot and Excel leadership have hosted formal and informal interactions with staff and families through presentations and Q&A at staff meetings as well as a set of Morning Joe coffees and informal focus groups with parents. Through these processes the Green Dot team has learned that teachers would like to know that they can maintain flexibility in adjusting curriculum and whole-school supports and teachers prioritize keeping their current Computational Thinking approach and STEAM focus. Green Dot Washington has also learned that parents are deeply invested in Excel’s success. Specifically, parents are impressed with the high academic and behavior expectations for their students. Parents expressed interest in providing more robust arts program and foreign languages.
- For step 3 – Developing a high performing team dedicated to the transformation – Green Dot’s Educational Service Provider partnership with Excel for the 2016-17 school year has already helped us develop a team dedicated to collaboration and service to Excel’s students and families. After the transition of Excel’s founding leader, Green Dot Washington assisted Excel’s board with hiring staff members and their new Executive Director over the summer. As a result, Excel has a high-performing team who are aware of the challenges Excel faces and dedicated to the school’s successful integration into the Green Dot network.
  - It should be noted that Green Dot’s priority is to retain all Excel staff interested in returning and would rehire Excel’s current Executive Director upon transfer of the contract. Green Dot would then expect the Executive Director to make final hiring decisions on rehiring Excel staff, which is the typical process for a Green Dot school (where the school leader is the hiring manager for all school employees). This is a different process from our typical transformation team building, and is a reflection of the high performing team in place at Excel.
- For step 4 - Splitting a large high school into a cluster of smaller schools – Given that Excel is not a large high school, figuring out the right grade configuration / grade size to be a financially sustainable school within the Green Dot model was the question Green Dot and Excel jointly tackled. The Excel school intends to evolve from a 6-12<sup>th</sup> to a 7-12<sup>th</sup> grade school. This is not a typical grade configuration within the Green Dot schools network but appears, based on feedback conversations

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and assessment of Excel's priorities, to be the right configuration for the community served by Excel and will be the expected model for Excel going forward. This grade configuration with 100 students per grade will also allow the Excel school to achieve the scale that creates efficiency and sustainability.

- For step 5 – Creating a dramatically different new school climate on day one - It is not the intent of Green Dot to dramatically change the climate at the Excel school since it is positive and supportive of student's needs. It is also very aligned in practice already with Green Dot's culture and practices. We do expect that the school climate will evolve so that it is even more integrated culturally with the Green Dot model. We would work with Excel to contribute to and adapt to Green Dot Washington's framework around student behavior, including their use of Safe and Civil (a Positive Behavior Intervention Systems (PBIS) approach similar in design to Excel's current practices), incorporating "The Road to College Starts Here" signage at the school (some signage already exists), ensuring teachers receive professional development similar to other Green Dot Washington teachers on shared curricular and pedagogical practices, etc.
- For step 6 – Implementing a portfolio of interventions for high-needs students - Green Dot will adjust Excel's schedule to build in more time for intervention within the school day, but also work to maintain the robust programming that is currently offered. Green Dot is already in conversation with Excel school leadership about next year's approach to student interventions and will work collaboratively with the Excel school leader and other Green Dot school leaders to set intervention best practices for the school. Additionally, by joining the Green Dot Washington network, special education support will be integrated into Excel as a cohesive function and will be serviced with on-site intervention and special education program delivery supports similar to other Green Dot schools.
- For step 7 – Measuring success holistically through retention, rigor and results - Green Dot has well established methods and tools to monitor success through rigorous and holistic measures. Green Dot will use the same oversight and performance management processes for ECPS as is used for all Green Dot schools, which is monitored by the Green Dot Washington home office and Board, and ultimately by state officials. We believe the Excel leadership team will benefit from access to more formal measurement and reporting capabilities. Some of these measurement tools are described below.
  - Academic Performance: all schools administer quarterly interim assessments, which staff then analyze on network-wide "data days" with peers and home office staff. School teams track and review progress on formative assessment data in collaborative planning time and grade level teams. School-based Response to Intervention (RTI) and Student Support (SST) teams review student intervention data on a consistent schedule.
  - Attendance and Retention: All schools convene a Student Attendance Review Team (SART) on a weekly basis to assess student attendance and retention data and tiered responses and supports.
  - Student Discipline: Schools track merit/demerit, office referral, and suspension data is reviewed and applied in supporting all students to success academically and socially.

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- Instruction: Administrators and teacher leaders attend monthly “school reviews,” which review instructional performance through observation and analysis of classroom pedagogy, student interviews, and quantitative student performance data.
- School Culture: Administrators and teacher leaders attend the monthly “school reviews,” which review school culture performance through observation and analysis of classroom instruction, school transitions, student interviews, and quantitative student culture data.
- For step 8 – Ensuring effective budgeting preparation and policies - The Green Dot team has worked closely with Excel leadership to develop a budget that can be sustainable in the long-term. As a result, adjustments to programming are under consideration, including finding efficiencies in shared vendor contracts and Green Dot-provided services and aligning the Excel teaching schedule to Green Dot standard practices. Given the clarity that we expect to gain in the 2017 legislative session around state funding sources, we would continue to work with Excel to make programmatic enhancements where funding allows and find necessary efficiencies where funding is not available, similar to all schools statewide. We also have secured philanthropic funding from the Bill & Melinda Gates Foundation to support the development of a long-term facility for Excel, which is a significant financial driver in their current model.

#### IV. Organizational Capacity: Green Dot Washington Board Roster and Capacity for Supporting Expansion

If the charter agreement transfer is approved, Green Dot will expand from overseeing two schools in Washington State – Green Dot Seattle Middle School in Seattle and Destiny Middle School in Tacoma – to include Excel Public Charter School in Kent, thus overseeing three schools in three communities. We also recognize that with this addition we are serving students and families in a new, unique community. Building authentic connections to our communities, and making sure they inform the model we provide, is a priority principle of all Green Dot schools. We have been working with intentionality to build schools that both are consistent in quality and opportunities for students and customized to the needs of their own environment and stakeholders.

We believe that the below governance and advisory structures, and anticipated adjustments to our Board roster, will allow us to operate and ensure three high quality schools in three communities.

##### School-Based Advisory Structures

Each school runs a School Advisory Council (SAC), which is comprised of school leadership, parents, students, and community members. It follows a set of specific advisory processes which include reviewing and providing feedback about the school budget, discipline/school culture, and reviewing academic data with school administration. The SACs represent each school in the region to advise and provide input to the regional board. The Green Dot Washington Board will meet annually

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with SAC chairs to connect both entities around feedback, transparency, and joint priorities.

New schools, such as our Seattle Middle School, have a Community Advisory Team (CAT), comprised of community leaders and parents representing different diverse voices and perspectives. The CAT meets regularly to review the founding school’s priorities and participate in vision-setting, academic model feedback, and student recruitment activities. In the case of our Seattle Middle School, our CAT has been meeting for approximately two years. They have taken trips to visit our Tacoma school throughout its formation and running, and they have taken a trip to observe and react to our model at Green Dot schools in Los Angeles. We have also hired a school leader who resides, and has been an administrator at schools, in Southeast Seattle. Due to this ongoing collaboration and staffing, we consider our relationship with the Southeast Seattle community to be in progress and relatively developed.

GDPSW Governance Structure

Green Dot Public Schools Washington is currently governed by a 4-person board. Its role is to provide oversight over management and performance of schools and hold fiduciary and legal responsibility of its schools. Green Dot Public Schools Washington has developed its Board with significant expertise in education, community, governance and philanthropy. The current Green Dot Washington Board has provided oversight for the successful start-up of its first two schools in academically underserved communities of Western Washington.

Member	Role	Expertise
Andrew Buhayar	Co-Chair	<ul style="list-style-type: none"> <li>Organizational strategy and performance</li> <li>Philanthropy</li> <li>Seattle resident</li> </ul>
Marguerite Kondracke	Co-Chair	<ul style="list-style-type: none"> <li>Organizational strategy and performance</li> <li>National and local advocacy</li> </ul>
Melannie Denise-Cunningham	Secretary	<ul style="list-style-type: none"> <li>Higher education</li> <li>Communications and marketing</li> <li>Diversity, inclusion and equity practices</li> <li>Tacoma resident</li> </ul>
Joe Hailey	Member	<ul style="list-style-type: none"> <li>Organizational strategy and performance</li> <li>Philanthropy</li> <li>Seattle resident</li> </ul>

GDPSW National Governance Structure

While the Washington Boards provides oversight over management of schools and has fiduciary responsibility for its schools, the Green Dot National Board provides an additional layer of progress monitoring, experience, and advice. Ultimately, all of

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our schools are accountable to state officials and our authorizer through ongoing oversight.

#### Planned Adjustments to Green Dot Washington's Governance Structure

If the charter transfer is approved, Green Dot will expand its Washington Board to incorporate 2-3 current Excel board members. Selecting Excel board members will be a collaborative process with the Excel Board based on members' interest in continuing to serve on the Green Dot Board, complementary skills relative to Board needs, and ability to build the Board's capacity to serve each school and community.

The expanded Green Dot Washington board will guide the Excel school integration and ensure a smooth transition according to an integration plan that we are developing with our Joint Committee. We expect that Excel board members who join the Green Dot Washington Board will initially focus on a smooth Excel integration, building capacity and connection across the new Board. Over time, the Excel board members would become in both name and approach Green Dot board members with a fiduciary duty to the entire Green Dot network, and all the students and families served.

In addition to adding 2-3 Excel Board members, Green Dot intends to continue to grow its regional board in the following areas:

- Expanding representation of Seattle community leaders on the board on track with the opening of our new middle school
- Continue expanding expertise in managing performance of schools and leading schools in underperforming areas
- Continue in work around diversity, inclusion, and equity in alignment with practices in progress at our current schools
- Strengthening connections between School Advisory Committees and the Board to further connect schools and organizational governance, as mentioned above

#### **V. Organizational Capacity: Green Dot Washington Governance and Advisory Structures**

Green Dot Public Schools has a well-developed governance structure to coordinate and integrate school leadership with Board-level governance. As described above, roles across and between governing bodies are clearly defined and systems are well established to manage information and decision making authority.

As Section IV outlines the basic structures for school, organizational, and national governance, the GDPSW Board is responsible for major strategic and policy decisions related to GDPSW schools as well as ensuring school financial sustainability. Key tenets of the Board's philosophy are: students-first decision-making, mission orientation, effective governance, transparency and collaborative relationships with key stakeholders. The role of the governing Board is to:

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1. Monitor academic, financial and operational performance of GDPSW and each school campus
  - a. Review priority academic, operational and financial data at Board meetings once available
  - b. Support and oversee the Washington State Executive Director
  - c. Collaborate and share best practices with GDPSN and other Green Dot Public Schools organizations
2. Ensure financial sustainability of GDPSW by approving the organizational budget and each campus budget
3. Provide consultation in areas of expertise – legal, real estate, finance, public and media relations, education, community engagement, legislation and government relations
  - a. Communicate community priorities and needs
  - b. Guide advocacy and engagement priorities
  - c. Act as an ambassador for Green Dot by promoting the organization and its successes to community leaders, funders and influencers
  - d. Support and help in fundraising efforts
4. Approve major school policies
  - a. Set the strategic direction of GDPSW

#### Evaluating success of the schools and school leaders

The Board of Directors primarily interacts with the Washington Executive Director, who in turn will oversee performance and coaching of school leaders and lead the Washington home office. The Washington Executive Director will ensure oversight and evaluation of each school principal using Green Dot's school leader evaluation framework. She will evaluate the success and progress of each school through an annual strategic planning process, where each school sets measurable goals in alignment with organizational goals, and through ongoing progress monitoring via school reviews, data analysis and reporting to the Board, and ongoing school leader professional development and coaching.

#### Ensuring active and effective representation of key stakeholders, including parents

The SAC's perspectives and expertise are sought in solving school-wide issues and developing policies and recommendations. The SAC monitors the school's plan on curricula, instructional strategies and instructional services for high-needs students and professional development for teachers. The SAC provides input into allocation of school stipends, the calendar for the academic year and the school budget. In addition, students are encouraged to help design and assist in the administration of school programs including the disciplinary process, student recruitment, and whole school meetings. The administration can elevate any critical issues raised by the SAC to the Executive Director so she can work with the GDPSW Board of Directors to address these concerns.

Through the SAC there is active and effective representation of key stakeholders, including parents. Key stakeholders represented on the SAC include teachers and

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school staff members, as well as parents and other community members. The SAC provides a formal channel for key school community members to support the school leadership to raise awareness, escalate issues and focus services and resources where the impact will be the greatest.

Ensuring schools are culturally responsive to the students they serve

Green Dot schools will be culturally responsive to the students they serve through commitments that span the length of the organization. The board has set two board goals aligned to this objective as part of its 2016-17 priorities: increasing staff ethnic diversity to 50% and ensuring that 100% of GDPSW staff participate in professional development on equity/cultural competence.

Some of the strategies taken to date toward these objectives are listed below.

Culturally Relevant Curriculum

- English Language Arts courses' novel-based curricula includes diverse geographic, racial, ethnic, and socio-economic perspectives
- Social Studies courses layer critical thinking around historical bias and perspective on historical content knowledge
- Science courses prioritize student-centered discourse and inquiry
- Staff use daily, weekly, and quarterly data systems to track students and provide personally tailored interventions

PBIS and Restorative Justice Practices

- Discipline policy prioritizes in-school and restorative supports to students who do not immediately succeed in our Positive Behavior Intervention Systems (PBIS) program
- Student consequences focus on restorative conversations and mediation circles
- Student-teacher / Student-student / Student-family counseling and mediation takes place on weekly basis

Hiring and Retention

- Outreach to community advisory team, parents, and community leaders (Community Based Organization heads, local clergy, etc.) to source local hiring leads reflecting the diversity of our students
- Support from Teach for America Washington to source teacher leads who reflect the local diversity of our students
- Retention strategies aimed at retaining, growing, and supporting our current educators

School Advisory Committee and Community Advisory Team Structure

- Opportunity for community leaders, parents, and staff to provide feedback and input for new and existing school sites based on their priorities and values

External Professional Development

- Dr. Sharokky Hollie, The Center for Culturally Responsive Teaching and Learning: school leader and teacher professional development on Culturally and Linguistically

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Responsive Teaching, Responsive Classroom Management, Language and Situational Appropriateness

- Michelle Molitor, DC Equity Lab: racial equity, parent voice, and decision-making for school leaders and school parents
- National Equity Project: Year-long PD series with national Green Dot leadership team and school leaders
- *Every Day Anti-Racism*, Mica Pollock: Book study at Washington home office and Seattle Community Advisory Team to review essays on addressing race in schools

**VI. Updated GDPSW Organizational Chart, Roles, and Responsibilities**

Green Dot Washington has the infrastructure and capacity to support adding Excel into our network. We also have clear lines of reporting, responsibility, oversight, and feedback loops that connect our schools, home office, and board. Please see the attached proposed organizational chart for 2017-18 staffing and outline of responsibilities and supervision below.

GDPSW Organizational Responsibilities and Lines of Authority

This chart delineates the following roles, responsibilities, lines of authority, and reporting structures within the GDPSW home office organization.

Role	Responsibility	Supervisor
Executive Director	School and organizational performance and management	GDPSW Board
Director of Finance and Operations (DFO)	Financial and legal compliance	Executive Director
Human Capital and HR Manager	Hiring and HR personnel support	Executive Director
Director of Academics	Academic program and delivery	Executive Director
Special Education Program Administration	Supports for special populations (students with special needs, English Language Learners, gifted/talented)	Executive Director
Special Projects Associate	Student recruitment, parent engagement, and other special projects	Executive Director
Development Officer	Fundraising and advocacy that promotes equitable funding	Executive Director
IT Manager	Technology and infrastructure management	DFO

GDPSW School Responsibilities and Lines of Authority

This chart delineates the following roles, responsibilities, lines of authority, and reporting structures within the GDPSW school organization.

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Role	Responsibility	Supervisor
Executive Director	School and organizational performance and management	GDPSW Board
Principal	Instructional leadership, site and staff management	Executive Director
Assistant Principal	Instructional leadership, site and staff management	Principal
Director of School Operations (DSO)	Operational oversight and management, student recruitment oversight	Principal
Dean of Students	Student culture and discipline	Principal
Counselor	Student mental health and college readiness	Principal
Parent Engagement Coordinator	Parent and family engagement and advocacy coordination	DSO
Office Coordinator	Front office, attendance	DSO
Gen Ed Teacher	Instruction and family engagement	Principal/Asst Principal
Sped Teacher	Instruction, family engagement and case management	Principal/Asst Principal
Instructional Aide	Student-specific classroom support	Principal/Asst Principal

**GDPSW Advisory Councils and Lines of Reporting**

Our site-based councils advise and provide critical lines of feedback to our leadership structures.

Role	Responsibility	Advises
School Advisory Council	Feedback on school budget, discipline/school culture, academic data	<ul style="list-style-type: none"> <li>GDPSW Board (feedback and priorities)</li> <li>Principal (policy recommendations)</li> <li>DFO (budget recommendations)</li> </ul>
Community Advisory Team	Feedback on founding school priorities, vision, academic model, student recruitment	Principal (priorities and recommendations)

**VII. Financial Information and Capacity**

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Attached please find our projected 5-year budget for Excel, should it join the Green Dot network. We have secured funding to support the school's operations through 2018-19 as evidenced by the attached Supplementary Agreement from the Bill & Melinda Gates Foundation, and we are in progress of finalizing the remaining funding for the following years. We have received verbal confirmation of funding for a long-term Excel facility and projected per-pupil funding gaps from the Bill & Melinda Gates Foundation for this time period; but this will not be finalized in writing until we have updated information on state funding revenues adjustments via the McCleary legislative decision expected to arrive during this 2017 legislative session.

Thank you for considering this request. Green Dot would be honored to serve the students and families of Kent and we believe this is in the best interest of Excel's students. We hope to work together with current Excel leadership, families and staff to ensure Excel students have a rigorous, college preparatory program with strong access to science, technology, engineering, arts and math.

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**Summary P&L**

Excel Public Charter School

426 EXL  
ACCT Account

		5-Year Forecast						
		FY16A	FY17B	FY18B	FY19B	FY20B	FY21B	FY22B
<b>ADM</b>		0	0	250	370	500	600	600
<b>REVENUES</b>								
	Local Taxes	-	-	-	-	-	-	-
	Local Support Non-Tax	-	-	1,614,449	1,655,762	2,312,547	1,768,512	1,759,947
	State Revenue—General Purpose	-	-	1,579,480	2,383,647	3,284,563	4,019,088	4,098,240
	State Revenue—Special Purpose	-	-	438,843	655,982	895,327	1,085,137	1,095,988
	Federal Revenue—General Purpose	-	-	-	-	-	-	-
	Federal Revenue—Special Purpose	-	-	805,362	586,841	489,432	593,191	599,123
	Other School Districts	-	-	-	-	-	-	-
	Other Entities	-	-	-	-	-	-	-
	<b>Total Revenues</b>	-	-	4,438,134	5,282,234	6,981,869	7,465,928	7,553,298
<b>EXPENDITURES</b>								
	Certificated Salaries	-	-	1,290,271	1,658,534	2,294,543	2,464,889	2,511,030
	Classified Salaries	-	-	233,174	274,046	316,461	322,795	329,254
	Benefits: Other	-	-	-	-	-	-	-
	Benefits: Social Security	-	-	94,454	119,820	161,882	172,836	176,098
	Benefits: Medicare	-	-	22,090	28,022	37,860	40,421	41,184
	Benefits: State Unemployment	-	-	25,892	32,882	44,274	46,346	46,346
	Benefits: Worker's Compensation Insurance	-	-	36,928	47,314	64,563	69,621	71,644
	Benefits: Health Insurance	-	-	275,319	377,628	533,882	586,802	616,142
	Benefits: Dental Insurance	-	-	-	-	-	-	-
	Benefits: Vision Insurance	-	-	-	-	-	-	-
	Benefits: Life Insurance	-	-	-	-	-	-	-
	Benefits: Retirement Contribution	-	-	192,064	248,517	342,473	372,960	387,598
	<b>Total Personnel Costs</b>	-	-	2,170,192	2,786,764	3,795,939	4,076,671	4,179,296
	Instructional Materials & Services	-	-	236,520	96,795	116,319	125,140	110,656
	Student Related	-	-	16,037	24,209	33,369	40,844	41,661
	Student Recruitment	-	-	22,000	8,554	11,791	14,432	14,721
	Student Services	-	-	317,754	474,638	647,590	784,780	792,685
	Special Education	-	-	500	1,500	2,000	2,000	2,000
	Extracurricular	-	-	-	-	-	-	-
	Office Supplies	-	-	45,099	11,159	14,794	17,238	17,247
	Staff Related	-	-	49,038	59,185	70,967	72,847	73,884
	Technology & Equipment	-	-	137,665	171,123	204,780	177,336	128,559
	Travel	-	-	4,831	6,258	8,595	9,177	9,360
	Contracted Services	-	-	174,178	262,561	361,393	441,720	449,924
	Facilities	-	-	747,678	692,278	836,301	845,857	860,634
	Postage & Delivery	-	-	5,154	6,478	7,870	9,006	9,130
	Dues & Membership	-	-	708	1,069	1,474	1,804	1,840
	Non-Discretionary	-	-	196,447	206,512	218,377	53,361	54,400
	Intercompany	-	-	314,334	473,150	650,310	793,715	807,301
	<b>Total Operating Costs</b>	-	-	2,267,942	2,495,470	3,185,930	3,389,257	3,374,002
	<b>Net Income</b>	-	-	-	-	-	-	0
<b>ENROLLMENT RATIO</b>								
		FY16A	FY17B	FY18B	FY19B	FY20B	FY21B	FY22B
	6	-	-	-	-	-	-	-
	7	-	-	50	100	100	100	100
	8	-	-	100	70	100	100	100
	9	-	-	100	100	100	100	100
	10	-	-	-	100	100	100	100
	11	-	-	-	-	100	100	100
	12	-	-	-	-	-	100	100
	<b>Total Enrollment</b>	-	-	250	370	500	600	600
	<i>Average Enrollment Growth %</i>		0%	0%	48%	35%	20%	0%
<b>PERSONNEL RATIO</b>								
		FY16A	FY17B	FY18B	FY19B	FY20B	FY21B	FY22B
1100	Teacher	-	-	15	21	29	31	31
1200	Counselor	-	-	1	1	2	2	2
1300	Admin	-	-	3	3	4	4	4
1900	Mental Health	-	-	1	1	1	1	1
2200	SOM	-	-	1	1	1	1	1
2200	OA	-	-	1	1	1	1	1
2200	PC	-	-	1	1	1	1	1
2100	SPED Aide	-	-	2	3	4	4	4
2900	Campus Aide	-	-	-	-	-	-	-
2400	Other	-	-	0	0	0	0	0
1300	HO Admin	-	-	-	-	-	-	-
1300	HO Ed	-	-	-	-	-	-	-
2300	HO Ops	-	-	-	-	-	-	-
	<b>Total</b>	-	-	25	32	43	45	45
	<i>Average FTE Growth %</i>		0%	0%	27%	35%	5%	0%