Washington State Charter School Commission

2021 CHARTER SCHOOL CONTRACT

Issue Date: April X, 2021

CHARTER SCHOOL CONTRACT

FOR THE OPERATION OF SCHOOL NAME

PARTIES:

WASHINGTON STATE CHARTER SCHOOL COMMISSION

NON-PROFIT NAME

UBI NUMBER

EIN NUMBER

CONTRACT CSC-21-XX

CONTENTS

PARTIES 7

RECITALS 8

ARTICLE I: PURPOSE, TERM AND CONDITIONS PRECEDENT 9

Section 1.1 Purpose 9

Section 1.2 Term of Contract 9

ARTICLE II: DEFINITIONS 10

ARTICLE III: SCHOOL'S MISSION 13

Section 3.1 Mission 13

ARTICLE IV: GOVERNANCE 14

Section 4.1 Governance 14

Section 4.2 Governance Documents 14

Section 4.3 Non-Profit Status 14

Section 4.4 Organizational Structure and Plan 14

Section 4.5 Composition 14

Section 4.6 Change in Status or Governance Documents 14

Section 4.7 Affiliation 15

Section 4.8 Conflicts of Interest 15

Section 4.9 Open Meetings 15

Section 4.10 Public Disclosure Filing 15

ARTICLE V: GENERAL OPERATIONAL REQUIREMENTS 16

Section 5.1 General Compliance 16

Section 5.2 Public School Status 16

Section 5.3 Nonsectarian Status 16

Section 5.4 Access to Individuals and Documents 16

Section 5.5 Ethics 16

Section 5.6 Public Records 17

Section 5.7 Record Keeping 17

Section 5.8 Non-Discrimination 17

Section 5.9 Inventories 18

Section 5.10 Administrative Records 18

Section 5.11 Student Welfare and Safety 18
Section 5.12 Transportation 18
Section 5.13 Staff Qualifications 18
Section 5.14 Staff Training 19
Section 5.15 Student Conduct and Discipline 19
Section 5.16 Transactions with Affiliates 19
Section 5.17 Contracting for Services 19
Section 5.18 School Authorized as Part of a Charter Management Organization 20
Section 5.19 Third-Party Education Service Provider Contracts 20
Section 5.20 Complaints 20
Section 5.21 Immediate Notification to Commission 20
Section 5.22 School Calendar 21
Section 5.23 Litigation and Constitutional Challenges. 21
Section 5.24 Multiple School Applicants and Operators 21
Section 5.25 Whistleblower Protection 21
Section 5.26 Annual Evaluations of School Leader/CEO and Teachers 22
ARTICLE VI: ENROLLMENT 23
Section 6.1 Enrollment Policy 23
Section 6.2 Maximum Enrollment 23
Section 6.3 Annual Enrollment Review 23
Section 6.4 Decrease in Enrollment 23
Section 6.5 Student Transfers and Exits 23
Section 6.6 Right to Remain 23
ARTICLE VII: TUITION AND FEES 24
Section 7.1 Tuition Fees 24
ARTICLE VIII: EDUCATIONAL PROGRAM/ACADEMIC ACCOUNTABILITY 25
Section 8.1 Educational Program Terms and Design Elements 25
Section 8.2 Material Revisions to the Educational Program Terms and Design Elements 25
Section 8.3 Content Standards 25
Section 8.4 Assessments 25
Section 8.5 Graduation Requirements for High Schools 25
Section 8.6 English Language Learners 26

Section 8.7 Students with Disabilities....26
ARTICLE IX: FINANCIAL ACCOUNTABILITY.... 27
Section 9.1 Legal and Accounting Compliance....27
Section 9.2 Governance, Managerial and Financial Controls....27
Section 9.3 Non-Commingling....27
Section 9.4 Encumbrances....27
Section 9.5 Bank Accounts....28
Section 9.6 Quarterly Reports....28
Section 9.7 Accounting Methods and Records....28
Section 9.8 State Accounting Requirements....28
Section 9.9 Financial Records and Separate Accounting....28
Section 9.10 Location and Access....28
Section 9.11 Filing and Notice....29
Section 9.12 Disbursement Procedures....29
Section 9.13 Compliance with Finance Requirements....29
Section 9.14 Budget....29
Section 9.14.1 Annual Budget Statement....29
Section 9.14.2 Annual Budgets....29
Section 9.14.3 School Funding....30
ARTICLE X: AUDITS.... 31
Section 10.1 Audits....31
ARTICLE XI: SCHOOL FACILITIES.... 32
Section 11.1 Accessibility....32
Section 11.2 Health and Safety....32
Section 11.3 Location....32
Section 11.4 Construction/Renovation and Maintenance of Facilities....32
Section 11.5 Use of the Facility by the School....32
Section 11.6 Inspections....32
Section 11.7 Impracticability of Use....32
ARTICLE XII: EMPLOYMENT.... 33
Section 12.1 No Employee or Agency Relationship....33
Section 12.2 Retirement Plan....33

Section 12.3 Teacher Membership in Professional Organizations 33
Section 12.4 Background Checks 33
ARTICLE XIII: INSURANCE AND LEGAL LIABILITIES 34
Section 13.1 Insurance 34
Section 13.2 Insurance Certification 34
Section 13.3 Risk Management 34
Section 13.4 Limitation of Liabilities 35
Section 13.5 Faith and/or Credit Contracts with Third Parties 35
Section 13.6 Indemnification 35
ARTICLE XIV: OVERSIGHT AND ACCOUNTABILITY 36
Section 14.1 School Performance Framework 36
Section 14.2 Performance Audits and Evaluation 36
Section 14.2.1 Annual Performance Review 36
Section 14.2.2 Data and Reports 37
Section 14. “Charter Management Organization and/or Existing Operator” Oversight 37
ARTICLE XV: COMMISSION’S RIGHTS AND RESPONSIBILITIES 38
Section 15.1 Oversight and Enforcement 38
Section 15.2 Right to Review 38
Section 15.3 Inquiries and Investigations 38
Section 15.4 Notification of Perceived Problems 38
Section 15.5 Other Legal Obligations 38
Section 15.6 Oversight Fee 38
ARTICLE XVI: BREACH OF CONTRACT, TERMINATION, AND DISSOLUTION 39
Section 16.1 Breach by the School 39
Section 16.2 Termination by the Commission 39
Section 16.3 Other Remedies 39
Section 16.4 Termination by the School 40
Section 16.5 Invalid Provisions 40
Section 16.6 Termination for Withdrawal of Authority 40
Section 16.7 Termination for Non-Allocation of Funds 40
Section 16.8 Termination for Conflict of Interest 40
Section 16.9 Dissolution 40

Section 16.10 Disposition of Assets upon Termination or Dissolution 41
ARTICLE XVII: MISCELLANEOUS PROVISIONS 42
Section 17.1 Merger 42
Section 17.2 Amendments 42
Section 17.3 Governing Law and Enforceability 42
Section 17.4 Severability 42
Section 17.5 No Waiver 42
Section 17.6 No Third-Party Beneficiary 42
Section 17.7 Non-Assignment 42
Section 17.8 Records Retention 42
Section 17.9 Confidential Information 42
Section 17.10 Order of Precedence 43
Section 17.11 Taxes 44
Section 17.12 Waiver 44
Section 17.13 Captions 44
Section 17.14 Gender and Number 44
ARTICLE XVIII: NOTICE 45
Section 18.1 Notice 45
Attachment 1: Governance Documents 47
Attachment 2: Board Roster and Disclosures 48
Attachment 3: Educational Program Terms and Design Elements 52
Attachment 4: Conflict of Interest Policy 53
Attachment 5: Education Service Provider (ESP) Contract Guidelines 54
Attachment 6: Student Transportation Plan 56
Attachment 7: Physical Plant 57
Attachment 8: Statement of Assurances 60
Attachment 9: Identification of Documentation Required for Annual Performance Report 64
Attachment 10: Enrollment Policy 65
Attachment 12: Annual Evaluation Tools for School Leader and Teachers 66
Attachment 13: Renewal Application 67

PARTIES

This agreement is executed on this 15th day of April 2021 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 NON PROFIT NAME 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 public charter schools in the state of Washington.

WHEREAS, on August 16, 2016, the original five year charter contract term began for NON PROFIT NAME; and

WHEREAS, on September 4, 2020, the Commission received a renewal application from NON PROFIT NAME to renew their charter school contract for an additional five year term; and

WHEREAS, on January 23, 2021, the Commission approved the Renewal Application subject to conditions outlined in Resolution 21-03A; 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 NON PROFIT NAME establishment and operation of SCHOOL NAME, a public school. The NON PROFIT NAME and the SCHOOL NAME 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 [FIRST DAY OF SCHOOL] and will remain in full force and effect through [FIVE-YEARS AFTER FIRST DAY OF SCHOOL], unless sooner revoked or terminated as provided herein.

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 Renewal Application that was approved by the Commission and is subject to this Contract.

"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 those laws apply.

"Articles and Bylaws" means the School's articles of incorporation and bylaws as defined in Chapter 24.03 RCW.

"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: Governance Documents; Attachment 2: Board Roster and Disclosures; Attachment 3: Educational Program Terms and Design Elements; Attachment 4: Conflict of Interest Policy; Attachment 5: Education Service Provider (ESP) Contract Guidelines; Attachment 6: Student Transportation Plan; 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: Annual Evaluation for School Leader and Teachers; Attachment 12: Charter Renewal Application. Also see the Performance Framework documents incorporated by reference and posted at https://charterschool.wa.gov/operating/performance-framework/.

"Charter Management Organization" and/or **"Existing Operator"** means the non-profit that operates one or more public charter school.

"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 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 the School complies with its obligations in operating 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 School.

"Education Service Provider" (ESP) means an individual, partnership, or corporation that is paid $10,000 or more to provide 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 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 School, then failure to act in accordance with those legal responsibilities or obligations may be considered a material and/or substantial violation and/or breach of this Contract.

"Master Calendar" means the compliance calendar annually issued by the Commission.

"Material" refers to a matter that relates to any component of the educational program that the School contracted to provide (including, but not limited to, Attachment 3) and/or a matter that is central to the educational program, organization structure, or financial viability of the School. What is material is determined solely by the Commission. A change to any matter that is material under this contract can only occur as provided in this contract. In all instances, a material change must be approved in writing by the Commission. A failure to obtain approval from the Commission for a material change may be a material breach. A material breach is grounds for revocation, corrective action and/or other action or remedy under the Contract and/or Applicable Law. Additional examples of material breach includes, but are not limited to, failure of the School to comply with its legal obligations, failure to deliver any component of the educational program that the School contracted to provide (Attachment 3), failing to meet standard or falling below standard on the Commission's Performance Framework incorporated by reference and posted at https://charterschool.wa.gov/operating/performance-framework/. These are examples only and should not be interpreted as an exclusive list.

"Organizational Plan" means a detailed description of how the School will be structured to comply with its articles of incorporation, bylaws, and possess the capacity to operate the school with fidelity to the Educational Program Terms and Design Elements as described in Attachment 3. The Organizational Plan also includes the organizational chart and documents contained in Attachment 1.

"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); https://sao.wa.gov/performance-audits/about-performance-audits/, RCW 28A.710.030(2) (and any revisions and/or amendments to same).

"Performance Framework" means the academic, financial and organizational frameworks, including indicators, measures and ratings, that the Commission uses to ensure the highest standards of accountability and oversight for the schools it oversees, and which schools are required to comply with. The Performance Framework is defined in chapter 108-30 WAC, chapter 28A.710 RCW, and the implementing documents incorporated by reference and posted at https://charterschool.wa.gov/operating/performance-framework/.

"Renewal Application" means the Application and supporting documentation submitted by the Applicant to the Commission seeking to renew and existing charter contract in order to continue to operate a charter school in response to the Commission's renewal application.

"School" means the school that SCHOOL NAME was authorized to establish, that was approved by the Commission, is subject to this Contract, and is governed by the Board. For purposes of this Contract the School, School Board, Charter School Board, Board, and the Non-Profit that was authorized to establish the School 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, legal obligations, and this Contract. For purposes of this Contract the School, School Board, Charter School Board, and Board, 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, Video Cameras (home type), and any other technology or assets that cost more than $300 and are particularly at risk or vulnerable to loss.

ARTICLE III: SCHOOL'S MISSION

Section 3.1 Mission

The mission of the School is as follows: INSERT SCHOOL'S MISSION

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 compliant 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, Washington State Auditor's Office Accountability Audit, Office of Superintendent of Public Instruction Washington Integrated System of Monitoring and Consolidated Program Review, fidelity to Educational Program Terms and Design Elements (as described in Attachment 3) and the policies that are attached to this Contract and/or described in any attachments to this Contract. This includes the exercise of continuing oversight over the School's operations.

Section 4.2 Governance Documents

The School and Board shall maintain legal status and operate in accordance with the terms of the attached Governance Documents, Attachment 1: Governance Documents.

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 and Board shall implement and follow the organizational plan as defined above, and as described in Attachment 1: Governance Documents.

Section 4.5 Composition

The composition of the Board shall at all times be determined by and consistent with the Articles and Bylaws and Applicable Law. In carrying out their responsibilities, the law imposes on Board members the fiduciary duties of care, loyalty and obedience to the law. The roster of the Board and each member's disclosure form are attached to this Contract as Attachment 2: Board Roster and Disclosures (initially or as amended, the "Board Roster and Disclosures").

Section 4.6 Change in Status or Governance Documents

The Board shall not alter its legal status, restructure or reorganize without first obtaining written authorization from the Commission. Any other material change in the Bylaws requires written authorization from the Commission.

The Board shall notify the Commission of any minor, non-material, modification of the School's Bylaws within five (5) business days of approval by the Board

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, or the Articles and Bylaws, 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 Conflicts of Interest Policy is attached to this agreement as Attachment 4: Conflict of Interest Policy and shall at all times comply with its provisions. Any amendment to Attachment 4: 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 January in the calendar year in which the School intends to open, 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. If a School takes additional planning year(s), this requirement shall apply starting January in the calendar year in which the School opens.

Section 4.10 Public Disclosure Filing

Board members must file personal financial affairs statements with the public disclosure commission between January 1st and April 15th 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, and Section 5.5 Ethics of this Contract, 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, Commission policies, and Commission issued guidance, as the same may be amended from time to time. Failure to follow Commission issued guidance creates a presumption that the Charter School Board is out of compliance with its legal obligations and can provide a basis for corrective action.

Section 5.2 Public School Status

The School is a public school, and local education agency, subject to all local, state, and federal health, safety, parents' rights, civil rights, homeless assistance, public records laws, student assessment, assessment administration, data collection, reporting, remediation requirements and nondiscrimination laws applicable to school districts and to the same extent as school districts, as the same may be amended from time to time.

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 is a material and substantial breach of the Contract.

If the School requires any employee to adhere to a non-disclosure agreement (including, but not limited to, written and/or verbal, agreements, language, statements and/or requirements), such non-disclosure agreement must not require or suggest in any way that the employee is prevented from or discouraged from providing information to the Commission, whether on their own initiative or in response to an inquiry from the Commission. Similarly, any non-disclosure requirement should not impede or impair an employee's ability to exercise their legal rights as an employee, or the employee's reporting of and/or participation in investigations and/or legal actions relating to the school.

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 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 School 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 School 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 School 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 School 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. Public assets will be disposed of in accordance with RCW 43.19.1919.

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 codes, regulations, or laws governing the occupancy and operation of school facilities.

Section 5.12 Transportation

The School shall be responsible for providing students transportation in accordance with legal obligations and incorporated into this contract as Attachment 6: Student Transportation Plan.

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) have 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 3: 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.165.035, 28A.320.211, 28A.600.015, 28A.600.020 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 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

[Intentionally Omitted]

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 5: 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, among other things, (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 an attorney who is representing the School, and licensed to practice in Washington, 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. The process shall be posted to the School's website and contained within the School's student and/or family handbook.

Section 5.21 Immediate Notification to Commission

The School shall immediately notify the Commission of any of the following:

1. The discipline of employees at the School that:
    - **i.** Results in suspension or termination;

ii. Resignation in lieu of discipline;
iii. 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;
iv. Results in administrative leave; or
v. Is based on serious or repeated violations of law.

2. Any complaints filed, or action taken, against the School by any governmental agency.

3. Known conditions that may cause it to vary from the terms of this Contract, applicable Commission requirements, federal, and/or state law;

4. Non-compliance with the School's legal obligations or Contract provisions;

5. 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;

6. Criminal allegations against, or 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;

7. Misappropriation of school funds;

8. A known default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more; or

9. 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

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 the school itself or charter schools as a whole to cease operations.

Section 5.24 Multiple School Applicants and Operators

A Charter Management Organization and/or Existing Operator 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.

Section 5.25 Whistleblower Protection

The School shall adopt a whistleblower policy that protects an employee who makes a good faith report of alleged improper action by the School. Alleged improper action does not include personnel actions. The policy must be approved by the Commission, and must include, but is not limited to: option for employees to report alleged improper action directly to the Commission; ability to make anonymous reports;

protection against retaliation; prohibition against any direct or indirect intimidation, interference, or coercion of the employee in disclosing alleged improper action by the School. The policy must be provided to each employee at the time they are hired, and thereafter annually to all employees.

Section 5.26 Annual Evaluations of School Leader/CEO and Teachers

The School will complete annual evaluations of the School Leader/CEO and annual evaluations of the teachers. The annual evaluation must include the evaluation tools identified by the School including, but not limited to, the tools included in this Contract as Attachment 11: Annual Evaluation Tools for School Leader and Teachers.

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

If the School wishes to enroll more than the maximum number of students listed in Attachment 3: Educational Program Terms, 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. The enrollment benchmark is based on the School's annual budget that is annually submitted to the Commission by July 10th.

Section 6.5 Student Transfers and Exits

Any student exiting 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. If the School is unable to obtain a signed form from the student's parent or guardian, the School shall complete the form with the information available. 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 and education program terms described in Attachment 3: Educational Program Terms and Design Elements.

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 Attachment 3: Educational Program Terms and Design Elements. Design elements include, but are not limited to, the mission, vision, objectives and goals, and the educational program terms identified in Attachment 3: 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 (learning standards) 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 3: 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 required by Applicable Law and 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 requirements contained in chapter 28A.710 RCW, and the implementing documents incorporated by reference and posted at https://charterschool.wa.gov/operating/performance-framework/, as well as the terms set out in this Contract. 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. Pledge, assign or 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. The Commission may modify or waive the School's quarterly financial reporting requirements based on the School's performance.

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. 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 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 Attachment 3 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 1st 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 school-specific educational and organizational goals, applicable federal, state, and Commission expectations. Once agreed upon, those performance targets shall be incorporated into the contract though 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 the implementing documents incorporated by reference and posted at https://charterschool.wa.gov/operating/performance-framework/, as well as the terms 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.

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 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. "Charter Management Organization and/or Existing Operator" Oversight

Once a Charter Management Organization and/or Existing Operator is operating more than one school, the Commission may require the Charter Management Organization and/or Existing Operator 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 Charter Management Organization and/or Existing Operator bears the burden of rebutting the presumption.

ARTICLE XV: COMMISSION'S RIGHTS AND RESPONSIBILITIES

Section 15.1 Oversight and Enforcement

The Commission will monitor the performance and legal compliance of the School. 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 provision of this contract may, in the discretion of the Commission, be deemed material 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.

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 School 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 Washington School Improvement Framework.

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. 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 the School. No penalty shall accrue to the Commission in the event this section shall be exercised.

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 the School 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, including but not limited to RCW 43.19.1919. 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 Contract, and all Attachments, exhibits, and amendments thereto, contains all the terms and conditions agreed upon by the parties. 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.

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:

Charter School Point of Contact
1234 Main Street
Hill Valley, WA 12345

Executive Director
Washington Charter School Commission
PO Box 40996
Olympia, WA 98504-0996
charterschoolinfo@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 [FIRST DAY OF CLASSES].

APPROVED BY A QUORUM OF THE COMMISSION ON APRIL 15, 2021:

_____
Dr. Heather Lechner, Chair
Washington State Charter School Commission

THE CHARTER SCHOOL BOARD:

_____
BOARD CHAIR NAME, BOARD TITLE (CHAIR, PRESIDENT, ETC.)
NON PROFIT NAME Charter School Board

APPENDICES

Attachment 1: Governance Documents

Attachment 2: Board Roster and Disclosures

Attachment 3: Educational Program Terms and Design Elements

Attachment 4: Conflict of Interest Policy

Attachment 5: Education Service Provider (ESP) Contract Guidelines

Attachment 6: Student Transportation Plan

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: Annual Evaluation Tools for School Leader and Teachers

Attachment 12: Charter Renewal Application

Attachment 1: Governance Documents

Certificate of Incorporation

Articles of Incorporation

Bylaws

501c3 information

Organizational Chart

Attachment 2: Board Roster and Disclosures

Board Roster						
Board Position	Full Name	Address	Phone	Email	Term Start	Term End

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. In carrying out their responsibilities, the law imposes on Board members the fiduciary duties of care, loyalty and obedience to the law.

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

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 Charter 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 3: Educational Program Terms and Design Elements

School Name:	
Mission:	
Objectives:	
Goals:	
Education Program Term #1:	
Education Program Term #2:	
Education Program Term #3:	
Instructional Hours and Days	
Nationally Recognized Norm Referenced or Criterion Referenced Assessments Administered	
Geographic Area Served:	
School Location:	
Grades Served at Capacity:	
Enrollment at Capacity:	
Virtual Program or Online Provider:	
Educational Service Provider:	

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 4: Conflict of Interest Policy

Attachment 5: 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 charter 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 charter school board from waiving its governmental immunity or require a Contract charter school board to assert, waive or not waive its governmental immunity.

5. No provision of an ESP agreement shall alter the Contract charter school board's treasurer's legal obligation to direct that the deposit of all funds received by the Contract charter school be placed in the Contract charter school's account.

6. ESP agreements must contain at least one of the following methods for paying fees or expenses: 1) the Contract charter 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 charter 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 charter 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 charter 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 charter 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.

Attachment 6: Student Transportation Plan

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 SCHOOL NAME (the "School") is as follows:

Address:

Description:

Configuration of Grade Levels:

Term of Use: Term of Contract

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 – 2 story brick building
    b. Size of building- 21,000 square feet
    c. Scaled floor plan – See Below
    d. Copy of executed lease or purchase agreement – See Below

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

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

STATEMENT OF ASSURANCES

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

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

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

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

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

   a. Compliance with the individuals with disabilities education improvement act (IDEA, 20 U.S.C. Sec. 1401 et seq.);

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

   c. Compliance with the elementary and secondary education act (ESEA, 20 U.S.C. Sec. 6301 et seq.);

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

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

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

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

   h. Compliance with Title II of the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. The School shall comply with the employee record check requirements in RCW 28A.400.303;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37. The School shall comply with all renewal and nonrenewal actions required of it by the Commission or by law, including but not limited to the requirements imposed by RCW 28A.710.190 and .200;

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

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

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

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

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

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

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

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

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

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

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

_____

NAME OF SCHOOL

_____ _____

SIGNATURE OF DULY AUTHORIZED REPRESENTATIVE DATE

_____

NAME OF DULY AUTHORIZED REPRESENTATIVE

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)(g), 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;
- 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

Attachment 12: Annual Evaluation Tools for School Leader and Teachers

Attachment 13: Renewal Application