



SUPERINTENDENT OF PUBLIC INSTRUCTION

Chris Reykdal Old Capitol Building · PO BOX 47200 · Olympia, WA 98504-7200 · <http://www.k12.wa.us>

Attachment 34

WASHINGTON STATE CHARTER SCHOOL PROGRAM STATEMENT OF ASSURANCES

The Board President and Board-Appointed Authorized Representative must sign below to indicate their approval of the contents of the application, and the receipt of program funds.

On ____ (date) ____, the Board of ____ (Charter School Applicant) ____ (the Board) hereby applies for and, if awarded, accepts the federal program funds requested in this application. In consideration of the receipt of these grant funds, the Board agrees that the General Assurances form for all federal funds and the terms therein are specifically incorporated by reference in this application. The Board also certifies that all program and pertinent administrative requirements will be met. These include the Education Department General Administrative Regulations (EDGAR), the Office of Management and Budget Accounting Circulars, and the U.S. Department of Education's General Education Provisions Act (GEPA) requirement.

Charter schools that accept funding through the Washington State Charter School Program Grant agree to the following assurances:

The authorized representative possesses the legal authority to apply for this grant and agrees to the following terms:

1. The applicant will annually, for the life of the grant, provide the U.S. Secretary of Education and the Washington State Office of Superintendent of Public Instruction (OSPI) such information as may be required to determine if the charter school is making satisfactory progress toward achieving the funded activities. This includes participation in any federal or state funded charter school evaluations or studies.
2. The applicant will fully cooperate with the U.S. Secretary of Education and OSPI in evaluating the program being funded by the grant.
3. The charter school will 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.
4. The charter 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)), is not a sectarian or religious organization, meets all of the requirements for a public benefit nonprofit corporation before receiving any funding under RCW 28A.710.220, is governed by an independent governing board, and will be operated according to the terms of a charter contract executed with an approved Washington State charter school authorizer.

5. The charter school understands acknowledges the administrative power and duties of charter school authorizers as outlined in Chapter 28A.710.100 RCW

6. The charter school functions as a local education agency under applicable federal laws and regulations, is responsible for meeting, and will 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, as amended (ESEA, 20 U.S.C. Sec. 6301 *et seq.*), 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 provisions regarding assessments;
- 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 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. Compliance with McKinney-Vento Homeless Assistance Act of 1987 (42 U.S.C. Sec. 11431 *et seq.*

7. The charter school hires, manages, and discharges any charter school employee in accordance with the terms of Chapter 28A.710 RCW and the charter school's charter contract;

8. The charter school will receive and disburse funds solely in accordance with the purposes of the charter school;

9. 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 charter school will do so to the same extent as other non-charter public schools, as long as the charter school's board maintains oversight authority over the charter school;

10. The charter school will not enter into any contracts for management operation of the charter school except with nonprofit organizations;

11. To the extent it enters into contracts with other entities regarding real property, the charter school will 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;

12. 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 charter school will not pledge, assign, or encumber any public funds received or to be received pursuant to RCW 28A.710.220 or under this grant;

13. The charter school ensures that no debt incurred by the charter school is a general, special, or moral obligation of the state or any other political subdivision or agency of the state;
14. The charter school will 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;
15. 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 charter school will not solicit, accept, and administer any such gifts, grants or donations from sectarian or religious organizations and will not accept any gifts or donations the conditions of which violate Chapter 28A.710 RCW or any other state laws;
16. The charter school will 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;
17. The charter school will not levy taxes or issue tax-backed bonds and will not acquire or attempt to acquire property by eminent domain;
18. The charter school will operate according to the terms of its charter contract and the provisions of Chapter 28A.710 RCW;
19. The charter school will comply with local, state, and federal health, safety, parents' rights, civil rights, and nondiscrimination laws applicable to Washington State 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);
20. The charter school will provide basic education, as provided in RCW 28A.150.210, including instruction in the essential academic learning requirements and will 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;
21. The charter school will employ certificated instructional staff as required in RCW 28A.410.025, provided that the charter schools may hire non-certificated instructional staff of unusual competence and in exceptional cases as specified in RCW 28A.150.203 (7);
22. The charter school will comply with the employee record check requirements in RCW 28A.400.303;
- 23.. The charter school will 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;
24. The charter school will comply with the annual performance report under RCW 28A.655.110;
25. The charter school will be subject to the performance improvement goals adopted by the Washington State Board of Education under RCW 28A.305.130;

26. The charter school will comply with the Open Public Meetings Act in chapter 42.30 RCW and public records requirements in chapter 42.56 RCW;
27. The charter school will be subject to and comply with all legislation governing the operation and management of charter schools;
28. The charter school will comply with all state statutes and rules made applicable to the charter school in the charter school's charter contract;
29. The charter school will not engage in any sectarian practices in its education program, admissions or employment policies, or operations;
30. The charter school will 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;
31. The charter school will 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 will be open to any student regardless of his or her location of residence;
32. The charter school will 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;
33. If capacity is insufficient to enroll all students who apply to the charter school, the charter school will select students through a lottery to ensure fairness.
34. The charter school will give an enrollment preference to siblings of already enrolled students;
35. The Board will annually determine the capacity of the charter school in consultation with the charter school's authorizer, with consideration of the charter 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;
36. The charter school will comply with all federal, state, county, region, or community health and safety laws, rules, or regulations that may apply to its facilities and property;
37. The charter school has disclosed any real, potential or perceived conflicts of interest that could impact the approval or operation of the charter school;
38. If applicable, the charter school will meet any preopening and/or reopening requirements or conditions imposed by its authorizer, including but not limited to requirements or conditions to monitor the start-up progress of the charter school and to ensure that the charter school is prepared to open smoothly on the date agreed, and to ensure that the charter school meets all building, health, safety, insurance, and other legal requirements for school opening;

39. The charter school will comply with, and fully participate in, any activity by its authorizer that the authorizer deems necessary for it to monitor, engage in oversight, or engage in corrective action pursuant to RCW 28A.710.180;
40. The charter school will comply with any corrective actions or sanctions imposed upon it by its authorizer pursuant to Chapter 28A.710 RCW;
41. The charter school will comply with all renewal and nonrenewal actions required of it by its authorizer or by law, including but not limited to the requirements imposed by RCW 28A.710.190 and .200;
42. The charter school will comply with any nonrenewal of termination actions imposed by its authorizer pursuant to Chapter 28A.710 RCW and duly adopted rules of the authorizer;
43. The charter school will 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;
44. The charter school will comply with applicable reporting requirements to receive state or federal funding that is allocated based on student characteristics;
45. The charter school will, at all times, maintain all necessary and appropriate insurance coverage;
46. The charter school will indemnify and hold harmless the authorizer 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 charter school or its operation;
47. If there are exceptions to these assurances, the charter school has described them in full detail on a separate page attached to this document.
48. The Board's members will complete the financial affairs statement disclosures as required by law and address any conflicts identified by such disclosure.
49. The applicant will provide such other information and assurances as the U.S. Secretary of Education and OSPI and SEA may require.
50. All of the information submitted in the application is true, correct, complete, and in compliance with state and federal law.
51. These assurances are made by the Board through its duly authorized representative.

The Board has reviewed and discussed these assurances and passed a motion affirming current and future compliance with these assurances.

It is the responsibility of each local charter school that receives funds under this grant to comply with all required federal assurances. Funded sites will be expected to cooperate with the Department in the development and submission of certain reports to meet certain state and federal guidelines and requirements. All grantees are required to provide requested data to OSPI. In addition, funded projects

will be required to maintain appropriate fiscal and program records. Fiscal audits of funds under this program are to be conducted by the recipient agencies annually as a part of their regular audit. Auditors should be aware of the Federal audit requirements contained in the Single Audit Act of 1984.

IF ANY FINDINGS OF MISUSE OF FUNDS ARE DISCOVERED, PROJECT FUNDS MUST BE RETURNED TO THE WASHINGTON OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION. OSPI may terminate a grant award upon thirty (30) days' notice if it is deemed by OSPI that the applicant is not fulfilling the funded program as specified in the approved project application.

Grant recipients will be required to keep and maintain all equipment purchased with grant funds in accordance with the requirements of federal law and regulation. Should the charter school close or be terminated by the sponsor, the charter school will work with OSPI and the school's authorizer regarding distribution of assets purchased with this grant.

The governing body of the charter school applicant has authorized the filing of this application and the undersigned representative has been duly authorized to file this application and act as the authorized representative of the applicant in connection with this application.

I do hereby certify that all facts, figures, and representations made in this application are true and are correct and are consistent with the statement of certifications. Furthermore, all applicable statutes, regulations, and procedures for program and fiscal control and for records maintenance will be implemented to ensure proper accountability of funds distributed for this project. All records necessary to substantiate these items will be available for review by state and federal monitoring staff. All progress reports and the final report requested through this grant program will be filed on time. I further certify that all disbursements will be obligated after the grant has been awarded and the revised budget (if applicable) is approved and prior to the termination date; all disbursements have not been previously reported; and disbursements were not used for matching funds on this or any special project.

Name of Applicant: _____

Charter School Leader/Principal (Printed Name): _____

Charter School Leader/Principal Signature: _____

Date Signed: _____

Charter School Board President/Chair (Printed Name): _____

Charter School Board President/Chair Signature: _____

Date Signed: _____