

Washington State Charter School Commission

2020 IMPACT | TACOMA CHARTER CONTRACT

Issue Date: June, 2020

**CHARTER SCHOOL CONTRACT
FOR THE OPERATION OF IMPACT | TACOMA**

PARTIES:

WASHINGTON STATE CHARTER SCHOOL COMMISSION

IMPACT PUBLIC SCHOOLS

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CONTRACT NO. CSC-20-04

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PARTIES

This agreement is executed on this 10th day of September 2020 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 Impact Public Schools, 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 February 28, 2020, Impact Public Schools non-profit corporation submitted an Application to open and operate a charter school referred to as Impact | Tacoma; and

WHEREAS, on June 25, 2020, the Commission approved the Application subject to conditions outlined in Resolution 20-04A; and

WHEREAS, on September 2, 2020, the State Board of Education certified that approval of the Application is in compliance with the maximum limit on the number of charter schools allowed under RCW 28A.710.150.

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 Impact Public Schools establishment and operation of Impact | Tacoma, a public school. The Impact Public Schools and the Impact | Tacoma must comply with all of the terms and provisions of this Charter School Contract (“Contract”) and all applicable rules, regulations and laws.

Section 1.2 Term of Contract

This Contract is effective August 23, 2021 and will remain in full force and effect through August 23, 2026, unless sooner revoked or terminated as provided herein. Funding under this agreement shall not commence until the Pre-Opening Conditions (Attachment 1: Pre-Opening Process and Conditions) have been completed to the satisfaction of the Commission, and the school begins to operate.

Section 1.3 Pre-Opening Conditions

The Impact Public Schools and the Impact | Tacoma shall meet all of the Pre-Opening Conditions identified in Attachment 1: Pre-Opening Process and Conditions by the dates specified. Satisfaction of all Pre-Opening Conditions is a condition precedent to the formation of a contract. The Commission may waive or modify the conditions contained in the Pre-Opening Conditions or may grant the Impact Public Schools and the Impact | Tacoma an additional planning year upon good cause shown. If the Impact Public Schools and the Impact | Tacoma requires a delay of more than one year, it must request an extension from the Commission in writing by July 1, 2021. The “Pre-Opening Conditions” identified in Attachment 1 include ongoing obligations that the Impact Public Schools and the Impact | Tacoma are required to meet after the School opens.

ARTICLE II: DEFINITIONS

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

“Applicant” means, in addition to the definition set forth in the Charter Schools Act, the qualified non-profit corporation that submitted the Application that was approved by the Commission and is subject to this Contract.

“Application” means the Application and supporting documentation submitted by the Applicant to the Commission seeking to open and operate a charter school in response to the Commission’s solicitation.

“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: Pre-Opening Process and Conditions; Attachment 2: Governance Documents; Attachment 3: Board Roster and Disclosures; Attachment 4: Educational Program Terms and Design Elements; Attachment 5: Conflict of Interest Policy; Attachment 6: Education Service Provider (ESP) Contract Guidelines; Attachment 7: Student Transportation Plan; Attachment 8: Physical Plant; Attachment 9: Statement of Assurances; Attachment 10: Identification of Documentation Required for Annual Performance Report; Attachment 11: Enrollment Policy; Attachment 12: Annual Evaluation for School Leader and Teachers; Attachment 13: Request for Proposals. 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 4) 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 4), 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 4. The Organizational Plan also includes the organizational chart and documents contained in Attachment 2.

“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/>.

“School” means the school that [NON-PROFIT 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: To prepare a diverse student population to impact communities as equity-driven, innovative leaders.

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 4) 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 2: 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 2: 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 3: 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 By-laws, in no event shall the Board, at any time, be composed of voting members of whom a majority are directors, officers, employees, agents or otherwise affiliated with any single entity (with the exception of the School itself or of another charter school), regardless of whether said entity is affiliated or otherwise partnered with the School. For the purposes of this paragraph, "single entity" shall mean any individual entity, as well as any and all related entities to such entity such as parents, subsidiaries, affiliates and partners. The Commission may, at its sole discretion, waive this restriction upon a written request from the School.

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

Section 4.8 Conflicts of Interest

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

Section 4.9 Open Meetings

Starting from 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 consistent with the plan proposed in the approved Application and incorporated into this contract as Attachment 7: 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 4: Educational Program Terms and Design Elements.

Section 5.15 Student Conduct and Discipline

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

In its Application, School was identified as a new school to be operated by Impact Public Schools, a non-profit charter management organization (CMO). As such, School's relationship with Impact Public Schools, is not subject to the procedures outlined in "Section 5.19 Third-Party Education Service Provider Contracts." School is otherwise subject to "Section 5.19 Third-Party Education Service Provider Contracts" and, in all other instances, School and Impact Public Schools are bound by the terms of this agreement and all applicable laws.

Section 5.19 Third-Party Education Service Provider Contracts

- a. Limit to Scope of ESP Contracting.** The School shall not, without written approval of the Commission, contract with an ESP to provide substantial educational services, management services, or both on behalf of the School. Substantial is defined as the assumption of responsibility for all or most of the educational, governance, or managerial components of a School's operations.
- b. Proposed ESP Contract.** At least 90 days before the proposed effective date of an ESP contract, the ESP and the School shall enter into a legally binding and enforceable contract that is subject to approval of the Commission and the requirements of this Contract. Attachment 6: Education Service Provider (ESP) Contract Guidelines contains Education Service Provider Agreement Guidelines that the School must observe. Within 24 hours of entering into the proposed contract, the School shall forward the proposed ESP contract to the Commission for review.
- c. Required ESP Contract Terms.** The proposed ESP contract shall set forth with particularity, 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. Any changes that cause the calendar to differ materially from the calendar proposed and approved in the School's charter application are subject to Commission approval.

Section 5.23 Litigation and Constitutional Challenges.

The Board shall, through web site postings and written notice with receipt acknowledged by signature of the recipient, advise families of new, ongoing, and prospective students of any ongoing litigation challenging the constitutionality of charter schools or that may require 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 the School's Application (Application Section 21 Attachment 22), and included in this Contract as Attachment 12: 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 11: Enrollment Policy.

Section 6.2 Maximum Enrollment

The maximum number of students who may be enrolled in the first year of operation of the School shall be **180** students, with an ability to exceed this amount by no more than 25 students, to the extent that the School's facility and staffing can accommodate such a number and maintain compliance with Applicable Law and the Contract. If the School wishes to enroll more than the maximum number of students listed above, it shall, before exceeding this number, provide evidence satisfactory to the Commission that it has the capacity to serve the larger population. The maximum enrollment shall not exceed the capacity of the School facility.

Section 6.3 Annual Enrollment Review

As necessary, the maximum enrollment of the School will be adjusted annually by the Board in consultation with the Commission and with consideration of the School's ability to facilitate the academic success of its students, achieve the objectives specified in the Contract, and assure that its student enrollment does not exceed the capacity of its facility.

Section 6.4 Decrease in Enrollment

The School shall immediately report a decrease in enrollment of 20%, or more, to the Commission. 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 4: 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 4: 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 4: Educational Program Terms and Design Elements.

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

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

Section 8.3 Content Standards

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

- a. Basic education, as defined in RCW 28A.150.200, .210 and .220;
- b. Instruction in the essential academic learning requirements (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 4: Educational Program Terms and Design Elements. The School shall comply with all assessment protocols and requirements as established by the OSPI and the State Board of Education, maintain test security, and administer the tests consistent with all relevant state and Commission requirements. The School shall follow OSPI's administration and security requirements associated with those tests being administered.

Section 8.5 Graduation Requirements for High Schools

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

Section 8.6 English Language Learners

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

Section 8.7 Students with Disabilities

The School shall provide services and accommodations to students with disabilities 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. Be balanced with expenditures, inter-fund transfers, or reserves not in excess of available revenues and beginning fund balances; and
- i. Reconcile beginning fund balance on a budgetary basis. Schools with under 1,000 full-time equivalent students for the preceding fiscal year may make a uniform election to be on the cash basis of revenue and expenditure recognition, except for Debt Service Funds. All other schools shall be on the modified accrual basis for budgeting, accounting, and financial reporting. The School's reconciliation shall include but need not be limited to the liability for accrued salaries and related benefits. The reconciliation shall be included with the final version of the amended budget and the annual audited financial statements.

Section 9.14.3 School Funding

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

ARTICLE X: AUDITS

Section 10.1 Audits

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

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

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

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

ARTICLE XI: SCHOOL FACILITIES

Section 11.1 Accessibility

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

Section 11.2 Health and Safety

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

Section 11.3 Location

The School shall provide evidence that it has secured a location that is acceptable to the Commission by March 15, 2021. 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 4 and acceptable to the Commission. Attachment 8: 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 through amendment.
- b. The School shall annually Meet Standards or Exceed Standards on the Commission’s Charter School Performance Framework set out in chapter 108-30 WAC, the requirements contained in chapter 28A.710 RCW, and 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 10: Identification of Documentation Required for Annual Performance Report by the deadlines identified in the Master Calendar.

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

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

Section 14.3 “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.

Updated: September 2, 2020

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:

Jen Davis Wickens
3438 S. 148th Street
Tukwila, WA 98168
jwickens@impactps.org
(206) 747-0599

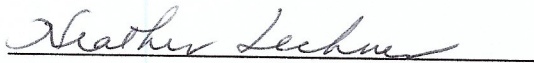
Executive Director
Washington Charter School Commission
PO Box 40996
Olympia, WA 98504-0996
charterschoolinfo@k12.wa.us
(360) 725-5511

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 August 23, 2021.

APPROVED BY A QUORUM OF THE COMMISSION ON September 10, 2020:



Heather Lechner, Chair
Washington State Charter School Commission

THE CHARTER SCHOOL BOARD:

DocuSigned by:

30F495D93158436

Sara Morris, President
Impact | Tacoma Charter School Board

APPENDICES

Attachment 1: Pre-Opening Process and Conditions

Attachment 2: Governance Documents

Attachment 3: Board Roster and Disclosures

Attachment 4: Educational Program Terms and Design Elements

Attachment 5: Conflict of Interest Policy

Attachment 6: Education Service Provider (ESP) Contract Guidelines

Attachment 7: Student Transportation Plan

Attachment 8: Physical Plant

Attachment 9: Statement of Assurances

Attachment 10: Identification of Documentation Required for Annual Performance Report

Attachment 11: Enrollment Policy

Attachment 12: Annual Evaluation Tools for School Leader and Teachers

Attachment 13: Request for Proposals

Attachment 1: Pre-Opening Process and Conditions

TASK	DUE DATE
School Facility/Physical Plant:	
Provide the proposed location of the School; identify any repairs/ renovations that need to be completed by school opening, the cost of these repairs, the source of funding for the repairs, and a timeline for completion.	3/15
Written, signed copy of facility lease, purchase agreement and/or other facility agreements for primary and ancillary facilities as are necessary for School to operate for one year or more.	3/31
School possesses appropriate documents that the School is of sufficient size and with a sufficient number of classrooms to serve the projected enrollment. Copies of documents are on file with the Commission.	5/31
The School facilities have met all applicable Department of Health requirements to serve food. Food Safety Permit is on file with the Commission.	8/1
The School possesses all permits and licenses required to legally operate in the School Facility. Certificate of Occupancy is on file with the Commission.	8/1
School Operations:	
The School's student application form is on file and approved for use by the Commission.	1/1
If the School wishes to offer a weighted enrollment preference for at-risk students or to children of full-time employees of the school if the employees' children reside within the state, the admissions policy must be approved by the Commission.	2/15
The School has provided evidence of a uniform system of double-entry bookkeeping that is consistent with generally accepted accounting principles Generally Accepted Accounting Principles (GAAP).	4/14
Provide evidence that students representing 50% of the projected fall membership have enrolled, including name, address, grade and prior school attended.	4/30
Copy of Employee Handbook and related employee communication which includes at a minimum, expectations for employee performance and behavior, compensation and benefit information, emergency response information, annual calendar, hours and length of employment, supervisory obligations, and a description of both informal and formal complaint procedures that employees may pursue In the event of disagreements.	6/15
The School has provided evidence of a student handbook. Student Handbook must contain at a minimum the following: School's mission statement, School's Contact Information, School Calendar, School Attendance Policy, Student Discipline Policy and Student Rights and Responsibilities.	6/30

An annual school calendar approved by the Board of Directors for the first year of the School's operation is on file with the Commission. School calendar must meet the compulsory school attendance requirements of state law, financial guidelines, and state regulations. Calendar must include dates for state and interim norm referenced or criterion referenced assessments.	6/30
Scope and sequence and detailed unit/project lesson plans for the first ½ of the school year in all grade levels served	7/1
Defined multi-tiered system of supports plan <ul style="list-style-type: none"> • Defined and detailed behavior management plan • Defined and detailed student social-emotional support plan • Defined and detailed academic support plan 	7/1
Provide evidence that students representing 80% of the projected fall membership have enrolled, including name, address, grade and prior school attended.	7/1
The School has established a process for resolving public complaints, including complaints regarding curriculum. The process includes an opportunity for complainants to be heard. School's process is on file with the Commission.	7/1
The required Safe School Plan consistent with the school mapping information system pursuant to RCW 28A.320.125; RCW 36.28A.060, is on file with the Commission. For more information on a Safe School Plan, please visit: https://www.k12.wa.us/safetycenter/Planning/Manual.aspx	7/1
PRE-OPENING SITE VISIT Prior to a School opening, Commission staff will conduct a site visit to verify that that school has completed or is on track to complete each pre-opening condition and confirm the School is ready to open.	7/15
State assessment schedule is on file with the Commission.	7/15
Evidence of submission of Board approved (with signature page and date) special education policies and procedures (2161 and 2161P to OSPI.	7/15
An employee roster and proof of background check clearance for members of the Board, all staff, and contractors who will have unsupervised access to children is on file with the Commission.	8/1
The School has written rules regarding pupil conduct, discipline, and rights including, but not limited to short-term suspensions, students with disabilities and a re-engagement plan.	8/1
The school has policy and procedures for requesting, maintaining, securing and forwarding student records.	8/1

The School has provided evidence of a working system for the maintenance of a proper audit trail and archiving of grade book/attendance (i.e. attendance logs).	8/1
The School has provided evidence of an adequate staff configuration to meet the educational program terms outlined in the charter, its legal obligations, and the needs of all enrolled students (% of staff positions filled) and/or a plan for filling open positions.	8/1
Evidence that instructional staff, employees, and volunteers possess all applicable qualifications as required by state and federal law.	8/1
The School has provided evidence that the Civil Rights Compliance Coordinator, the Section 504 Coordinator, the Title IX Officer and the Harassment, Intimidation, Bullying (HIB) Compliance Officer, and State Assessment Coordinator have been named and submitted to OSPI and the Commission.	8/1
Provide evidence that all employees have completed training on child abuse and neglect reporting or has comparable experience.	8/15
School Governance:	
Within two weeks of contract execution, Board members must submit a Personal Financial Affairs Statement to the Public Disclosure Commission. The Commission will confirm that each Board member has submitted their Statement with the Public Disclosure Commission.	Within 2 weeks of execution of contract
Annual board meeting schedule including date, time, and location submitted to the Commission and the meetings are posted on School's website.	1/1
Evidence that membership on the Board of Directors is complete and complies with the School's board bylaws (i.e. board roster with contact information for all board members, identification of officers, and term of service).	3/31
Resume of each board member is on file with the Commission.	3/31
Board Disclosure forms are complete and on file with the Commission.	3/31
For School's whose 501c3 status was pending at the time of submission of the School's application, the School must submit to the Commission verification of its 501c3 status once it has been approved by the Internal Revenue Service (IRS).	3/31
Submit emergency contact information for the Chief Executive Officer (CEO) and other members of the management team.	5/31
Budget:	

<p>The School has provided evidence of an authorization process that identifies 1) individual(s) authorized to expend School funds and issue checks; 2) safeguards designed to preclude access to funds by unauthorized personnel and/or misappropriation of funds; and 3) individual(s) responsible for review and monitoring of monthly budget reports.</p>	<p>7/1</p>
<p>A copy of the annual budget (using the Commission budget template) adopted by the Board is on file with the Commission.</p> <p><i>*Note:</i> Schools should populate Column L: Details of Tab 8: Yearly Budget of the Commission budget template.</p>	<p>7/10</p>
<p>Evidence that the School has obtained and maintains insurance in the coverage areas and minimum amounts set forth in the charter contract.</p>	<p>8/1</p>

Note:

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

Attachment 2: Governance Documents

UNITED STATES OF AMERICA

The State of Washington

Secretary of State

I, KIM WYMAN, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF INCORPORATION


to

IMPACT PUBLIC SCHOOLS

a/an WA Non-Profit Corporation. Charter documents are effective on the date indicated below.

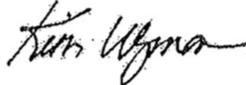
Date: 10/4/2016

UBI Number: 604-043-956



THE SEAL OF THE STATE OF WASHINGTON
1889

Given under my hand and the Seal of the State of Washington at Olympia, the State Capital



Kim Wyman, Secretary of State

Date Issued: 10/6/2016

Impact Public Schools
EIN: 81-4086218

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
IMPACT PUBLIC SCHOOLS

FILED

OCT 12 2016

WA SECRETARY OF STATE

UBI: 604-043-956

Pursuant to RCW 24.03.170, Impact Public Schools hereby adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the corporation is "Impact Public Schools".
2. The Articles of Incorporation of the corporation are deleted in their entirety and replaced with the following articles:

ARTICLE 1. NAME

The name of the corporation is Impact Public Schools.

ARTICLE 2. DURATION

The duration of the corporation shall be perpetual.

ARTICLE 3. PURPOSES AND POWERS

3.1 Purposes

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

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

3.2 Powers

3.2.1 In general, and subject to such limitations and conditions as are or may be prescribed by law, in the Articles, or the corporation's bylaws (the "Bylaws"), the corporation shall have all powers which now or hereafter are conferred by law upon a corporation organized for the purpose set forth above, or are necessary or incidental to the powers so conferred, or are conducive to the attainment of the corporation's purpose.

3.3 Limitations

3.3.1 Nonprofit Status

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

3.3.2 Distributions; Dissolution

No Director or officer of the corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the corporation or the winding up of its affairs. Upon such dissolution or winding up, after paying or making adequate provision for the payment of all the liabilities of the corporation, the remaining assets shall be distributed as follows: (1) return the public school funds of the charter school that have been provided pursuant to RCW 28A.710.220 to the state or local account from which the public funds originated as set forth in RCW 28A.710.210(2); and (2) any remaining assets of the corporation shall be distributed by the Directors of the corporation (the "*Board of Directors*"), for a purpose or purposes similar to those set forth in Section 3.1 of these Articles, to any other organization that then qualifies for exemption under the provisions of Code Section 501(c)(3), and any such assets not so disposed of shall be disposed of by the Superior Court of King County, Washington, exclusively for a Code Section 501(c)(3) purpose or purposes similar to those set forth in Section 3.1 of these Articles, or to such organization or organizations, as said court shall determine, that are organized and operated for similar Code Section 501(c)(3) purposes.

3.3.3 Prohibited Activity

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

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

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

3.4 Powers

In general, and subject to such limitations and conditions as are or may be prescribed by law, by these Articles, or by the Bylaws, the corporation shall have the authority to: (a) engage in any and all such activities as are incidental or conducive to the attainment of the purposes of the corporation

set forth in Section 3.1 of these Articles; and (b) exercise any and all powers authorized or permitted under any laws that are now, or hereafter may be, applicable or available to the corporation.

ARTICLE 4. DIRECTORS

4.1 Number

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

4.2 Initial Director

The number of Directors constituting the initial Board of Directors shall be one (1). The name and address of the person who is to serve as the initial Director is as follows:

Tony Byrd
210 S. Hudson St.
Seattle, WA 98134

ARTICLE 5. MEMBERS

The corporation shall have no members.

ARTICLE 6. LIMITATION OF DIRECTOR LIABILITY

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

ARTICLE 7. INDEMNIFICATION

7.1 Right to Indemnification

The corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "*Proceeding*"), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a Director or officer of the corporation or, while a Director or officer of the corporation, is or was serving at the request of the corporation as a Director, officer, partner, trustee, employee or agent of another corporation, or of a foundation, partnership, joint venture, limited liability company, trust, enterprise or other nonprofit entity, including service with respect to employee benefit plans (each such other entity, "*Another Enterprise*") (such person, an "*Indemnified Person*"), against all liability and loss suffered and expenses (including attorneys' fees) actually and reasonably incurred by such Indemnified Person in connection with such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section 7.4 of this Article 7, the corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part of such Proceeding) commenced by

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such Indemnified Person only if the commencement of such Proceeding or part of such Proceeding) by the Indemnified Person was authorized in advance by the Board of Directors.

7.2 Restrictions on Indemnification

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

7.3 Expenses Payable in Advance

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

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

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

7.5 Procedures Exclusive

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

procedures required by Section 23B.08.550 or any successor provision of the Washington Business Corporation Act.

7.6 Nonexclusivity of Rights

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

7.7 Insurance, Contracts and Funding

The corporation may maintain insurance, at its expense, to protect itself and any Director, officer, partner, trustee, employee or agent of the corporation or Another Enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Washington Business Corporation Act. The corporation may enter into contracts with any Director, officer, partner, trustee, employee or agent of the corporation in furtherance of the provisions of this Article 7 and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification and Advanced Expenses as provided in this Article 7.

7.8 Indemnification of Employees and Agents of the corporation

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

7.9 Persons Serving Other Entities

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

ARTICLE 8. REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office of the corporation is 5108 NE 42nd Street, Seattle, Washington 98105, and the name of its initial registered agent at such address is Jennic Wickens.

ARTICLE 9. AMENDMENT TO ARTICLES OF INCORPORATION

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

3. The foregoing amendments were approved and adopted by the sole director on October 12, 2016 pursuant to the provisions of RCW 24.03.165(2).

Dated: October 12, 2016

IMPACT PUBLIC SCHOOLS

Jennie Wickens

By: _____
Jennie Wickens, President

(03189925.DOCX,3)

RESTATED
ARTICLES OF INCORPORATION
OF
IMPACT PUBLIC SCHOOLS

FILED
OCT 12 2016
WA SECRETARY OF STATE

The undersigned hereby submits the following Restated Articles of Incorporation (these "Articles") pursuant to Chapter 24.03.183 of the Revised Code of Washington. These Articles correctly set forth without change the provisions of the Articles of Incorporation, as amended, and supersede the original Articles of Incorporation and all amendments and restatements thereto.

ARTICLE 1. NAME

The name of the corporation is Impact Public Schools.

ARTICLE 2. DURATION

The duration of the corporation shall be perpetual.

ARTICLE 3. PURPOSES AND POWERS

3.1 Purposes

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

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

3.2 Powers

3.2.1 In general, and subject to such limitations and conditions as are or may be prescribed by law, in the Articles, or the corporation's bylaws (the "Bylaws"), the corporation shall have all powers which now or hereafter are conferred by law upon a corporation organized for the purpose set forth above, or are necessary or incidental to the powers so conferred, or are conducive to the attainment of the corporation's purpose.

3.3 Limitations

3.3.1 Nonprofit Status

The corporation shall not have or issue shares of stock. The corporation is not organized for profit, and no part of its net earnings shall inure to the benefit of any director of the corporation (a "Director") or officer of the corporation, or any private individual, except that the corporation shall

be authorized and empowered to pay reasonable compensation to its Directors or officers for services rendered, and to make payments and distributions in furtherance of the purposes of the corporation and subject to the limitations of Sections 3.3.2 and 3.3.3.

3.3.2 Distributions; Dissolution

No Director or officer of the corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the corporation or the winding up of its affairs. Upon such dissolution or winding up, after paying or making adequate provision for the payment of all the liabilities of the corporation, the remaining assets shall be distributed as follows: (1) return the public school funds of the charter school that have been provided pursuant to RCW 28A.710.220 to the state or local account from which the public funds originated as set forth in RCW 28A.710.210(2); and (2) any remaining assets of the corporation shall be distributed by the Directors of the corporation (the "*Board of Directors*"), for a purpose or purposes similar to those set forth in Section 3.1 of these Articles, to any other organization that then qualifies for exemption under the provisions of Code Section 501(c)(3), and any such assets not so disposed of shall be disposed of by the Superior Court of King County, Washington, exclusively for a Code Section 501(c)(3) purpose or purposes similar to those set forth in Section 3.1 of these Articles, or to such organization or organizations, as said court shall determine, that are organized and operated for similar Code Section 501(c)(3) purposes.

3.3.3 Prohibited Activity

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

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

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

3.4 Powers

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

ARTICLE 4. DIRECTORS

4.1 Number

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

4.2 Initial Director

The number of Directors constituting the initial Board of Directors shall be one (1). The name and address of the person who is to serve as the initial Director is as follows:

Tony Byrd
210 S. Hudson St.
Seattle, WA 98134

ARTICLE 5. MEMBERS

The corporation shall have no members.

ARTICLE 6. LIMITATION OF DIRECTOR LIABILITY

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

ARTICLE 7. INDEMNIFICATION

7.1 Right to Indemnification

The corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "*Proceeding*"), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a Director or officer of the corporation or, while a Director or officer of the corporation, is or was serving at the request of the corporation as a Director, officer, partner, trustee, employee or agent of another corporation, or of a foundation, partnership, joint venture, limited liability company, trust, enterprise or other nonprofit entity, including service with respect to employee benefit plans (each such other entity, "*Another Enterprise*") (such person, an "*Indemnified Person*"), against all liability and loss suffered and expenses (including attorneys' fees) actually and reasonably incurred by such Indemnified Person in connection with such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section 7.4 of this Article 7, the corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part of such Proceeding) commenced by such Indemnified Person only if the commencement of such Proceeding or part of such Proceeding) by the Indemnified Person was authorized in advance by the Board of Directors.

7.2 Restrictions on Indemnification

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

7.3 Expenses Payable in Advance

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

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

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

7.5 Procedures Exclusive

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

7.6 Nonexclusivity of Rights

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

7.7 Insurance, Contracts and Funding

The corporation may maintain insurance, at its expense, to protect itself and any Director, officer, partner, trustee, employee or agent of the corporation or Another Enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Washington Business Corporation Act. The corporation may enter into contracts with any Director, officer, partner, trustee, employee or agent of the corporation in furtherance of the provisions of this Article 7 and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification and Advanced Expenses as provided in this Article 7.

7.8 Indemnification of Employees and Agents of the corporation

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

7.9 Persons Serving Other Entities

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

ARTICLE 8. REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office of the corporation is 5108 NE 42nd Street, Seattle, Washington 98105, and the name of its initial registered agent at such address is Jennic Wickens.

ARTICLE 9. AMENDMENT TO ARTICLES OF INCORPORATION

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

Dated: October 12, 2016

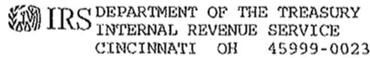
Jennie Wickens

By: _____
Jennie Wickens, President

{03191006.DOCX;1}

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Impact Public Schools
EIN: 81-4086218



Date of this notice: 10-11-2016

Employer Identification Number:
81-4086218

Form: SS-4

Number of this notice: CP 575 E

IMPACT PUBLIC SCHOOLS
IPS
% JEN WICKENS
5108 NE 42ND ST
SEATTLE, WA 98105

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-4086218. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your Organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status under Internal Revenue Code Section 501(c)(3), organizations must complete a Form 1023-series application for recognition. All other entities should file Form 1024 if they want to request recognition under Section 501(a).

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

Unless a filing exception applies to you (search www.irs.gov for Annual Exempt Organization Return: Who Must File), you will lose your tax-exempt status if you fail to file a required return or notice for three consecutive years. We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter.

For the most current information on your filing requirements and other important information, visit www.irs.gov/charities.

Impact Public Schools
EIN: 81-4086218

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

DEPARTMENT OF THE TREASURY

Date: JAN 24 2017

IMPACT PUBLIC SCHOOLS
C/O JOHN GREGORY
524 SECOND AVE STE 500
SEATTLE, WA 98104

Employer Identification Number:
81-4086218
DLN:
17053294319016
Contact Person:
MITCHELL P STEELE ID# 31360
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(ii)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
October 4, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

You're not subject to the specific publishing requirements of Revenue Procedure 75-50, 1975-2 C.B., page 587, as long as you operate under a contract with the local government. If your method of operation changes to the extent that your charter is not approved, terminated, cancelled or not renewed, you should notify us. You'll also be required to comply with Revenue Procedure 75-50.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt

Letter 947

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IMPACT PUBLIC SCHOOLS

organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Letter 947

**FIRST AMENDED AND RESTATED
BYLAWS
OF
IMPACT PUBLIC SCHOOLS**

(A Washington Nonprofit Corporation)

**Article I
NAME**

Section 1. NAME. The name of this corporation is Impact Public Schools (the "Corporation").

**Article II
PRINCIPAL OFFICE OF THE CORPORATION**

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of the Corporation shall be at such location within the State of Washington as the Corporation's board of directors (the "Board") shall from time to time designate. The Board may change the location of the principal office by resolution.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board may at any time establish branch or subordinate offices at any place or places where this Corporation is qualified to conduct its activities.

**Article III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS; NON-DISCRIMINATORY
POLICY**

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of this Corporation is to manage, operate, guide, direct and promote one or more Washington public charter schools. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of powers that do not further the purposes of the Corporation.

The Corporation shall not carry any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in

(including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Section 2. NON-DISCRIMINATORY POLICY. At no time shall the Corporation discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained guide dog or service animal by persons with a disability. The Corporation shall provide equal access to appropriate programs or activities to the Boy Scouts and other designated youth groups. As required by law to ensure that there is equal opportunity for all students, the Corporation will provide annual notice of the Corporation's discrimination complaint procedures to students, parents, and employees. The Corporation will also conduct annual athletic evaluations and a student athletic interest survey at least once every three (3) years to ensure that equal athletic opportunities are provided for male and female students.

Article IV CONSTRUCTION AND DEFINITIONS

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the Washington Nonprofit Corporation Act shall govern the construction of these First Amended and Restated Bylaws (these "*Bylaws*"). Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term "*person*" includes both a legal entity and a natural person.

Article V DEDICATION OF ASSETS

Section 1. DEDICATION OF ASSETS. This Corporation's assets are irrevocably dedicated to the purposes in Article III, Section 1 of these Bylaws. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any member of the Board (a "*Director*") or officer of the Corporation. Upon liquidation or dissolution of the Corporation, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed as follows: (1) the public school funds of the charter school that have been provided pursuant to RCW 28A.710.220 shall be returned to the state and local account from which the public funds originated as set forth in RCW 28A.710.210(2); and (2) any remaining assets of the Corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes similar to the Corporation's charitable purposes, and that has established its exempt status under Code section 501(c)(3). Any such assets not so disposed of shall be disposed of by the Superior Court of King County, Washington, exclusively for a Code Section 501(c)(3) purpose or purposes similar to those set forth in Article III, Section 1, of these Bylaws, or to such organization or organizations, as said court shall determine, that are organized and operated for similar Code Section 501(c)(3) purposes.

**Article VI
MEMBERSHIP**

Section 1. NO MEMBERS. The Corporation shall have no members.

**Article VII
BOARD OF DIRECTORS**

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the Washington Nonprofit Corporation Act and any other applicable laws, and subject to any limitations described within the Corporation's articles of incorporation (the "*Articles*") or these Bylaws, the Corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board. The Board may delegate the management of the Corporation's activities to any persons, nonprofit management company or committees, however composed, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Article VII, Section 1, of these Bylaws, but subject to the same limitations, the Board shall have the power to:

- a. Appoint and remove all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the *Articles*, and these Bylaws; fix their compensation; and require from them security for faithful service.
- b. Borrow money and incur indebtedness on the Corporation's behalf and cause to be executed and delivered for the Corporation's purposes, in the Corporation's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities that do not exceed the amount of Two Hundred and Fifty Thousand Dollars (\$250,000).
- c. Adopt and use a corporate seal and alter the forms of the seal and certificates.

Section 3. DESIGNATED DIRECTORS. The number of Directors shall be no less than three (3) and no more than thirteen (13), unless changed by amendment to these Bylaws. Directors shall be designated by a majority of the members of the Board.

Section 4. DIRECTORS' TERM. Unless a Director dies, resigns or is removed, the term of each Director will be three (3) years or until his or her successor is elected, whichever is later, or such other term approved by the Board. Directors may serve consecutive terms, subject to Board approval. The Chief Executive Officer, who shall serve as an ex-officio non-voting member of the Board, shall not be subject to the term limits outlined in this Section 4.

Section 5. RESERVED.

Section 6. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board shall occur in the event of: (a) the death, resignation, or removal of any Director; (b) the declaration by resolution of the Board of a vacancy in the office of a Director due to removal of a Director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under RCW 24.03.127; or (c) removal pursuant to Section 9 of this Article VII.

Section 7. RESIGNATION OF DIRECTORS. Except as provided below, any Director may resign by giving written notice to the President, if any, or to the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a Director's resignation is effective at a later time, the majority of the remaining Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 8. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. No Director may resign if, after such resignation, the Corporation would be left without a duly elected Director in charge of its affairs.

Section 9. REMOVAL OF DIRECTORS. A Director shall automatically be removed from the Board for Cause (as defined herein). "Cause" means: (a) a Director's failure or refusal to substantially perform his or her duties, where such failure is not corrected within ten (10) days of written notice being delivered to the Director by the Corporation's President, as determined by the Corporation's President in good faith; (b) if a Director engages in gross negligence, misconduct, fraud, theft, embezzlement, acts of dishonesty, or conflicts of interest relating to the affairs of the Corporation, as determined by the Corporation's President in good faith; (c) if, in the performance of his or her duties as a Director, a Director conducts himself or herself in an unprofessional, unethical, or immoral manner or breaches applicable laws, as determined by the Corporation's President in good faith; or (d) a Director's conviction (including a guilty or *nolo contendere* plea) for any misdemeanor relating to the affairs of the Corporation or any felony.

Section 10. VACANCIES FILLED BY BOARD. Vacancies on the Board shall be filled by a majority of the remaining Directors. In the event there are no remaining Directors, the Corporation's Chief Executive Officer shall appoint a new Director.

Section 11. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of Directors shall not result in any Directors being removed before his or her term of office expires.

Section 12. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings of the Board shall be held at the principal office of the Corporation. Alternatively, the Board may designate that a meeting be held at any place within the State of Washington that has been designated by resolution of the Board or is otherwise stated in the notice of the meeting.

Section 13. MEETINGS; OPEN PUBLIC MEETINGS ACT. All meetings of the Board shall be called, noticed and held in compliance with the provisions of the Open Public Meetings Act set forth in RCW 42.30, as amended. Except as otherwise permitted by the Open Public Meetings Act, all meetings of the Board shall be open and public, and all personnel shall be permitted to attend any meeting of the Board. The Board shall not vote by secret ballot at any meeting required to be open to the public. Any vote taken in violation of this Section 13 shall be null and void.

Section 14. ANNUAL MEETINGS. The Board shall meet annually for the purpose of organizing and transacting of such other business as may properly be brought before the meeting. This annual meeting shall be held at a time, date, and place as may be specified and noticed by resolution of the Board.

Section 15. REGULAR MEETINGS. Regular meetings of the Board shall be held on such dates and at such times as shall be determined from time to time by resolution of the Board. If at any time any regular meeting falls on a holiday, such regular meeting shall be held on the next business day. At least twenty-four (24) hours before a regular meeting, the Board or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session unless the Corporation is not required to post a special meeting notice on its web site if it (i) does not have a web site; or (ii) employs fewer than ten (10) full-time equivalent employees. The meeting agenda shall specify the time and location for the regular meeting and shall be posted in a location that is freely accessible to members of the public, or on the Corporation's internet web site, if the Corporation has a web site, and at the site of each charter school operated by the Corporation. The agenda shall include information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services may be made by a person with a disability who requires modification or accommodation in order to participate in the public meeting. The agenda shall provide an opportunity for members of the public to directly address the Board on any item of interest to the public before or during the Board's consideration of the item. Except as otherwise permitted by the Open Public Meetings Act, no action or discussion shall be undertaken on any item not appearing on the posted agenda.

Section 16. SPECIAL MEETINGS. Special meetings of the Board for any purpose may be called at any time by the President, if there is such an officer, or a majority of the members of the Board. If a President has not been elected then the Secretary is authorized to call a special meeting in place of the President. The party calling a special meeting shall determine the place, date, and time thereof.

- (1) A special meeting may be called at any time by the President or by a majority of the members of the Board by delivering written notice personally, by mail, by fax, or by electronic mail to each member of the Board. Written notice shall be deemed waived in the following circumstances:

- (a) A Director submits a written waiver of notice with the Secretary at or prior to the time the meeting convenes. A written waiver may be given by fax, or electronic mail; or
 - (b) A Director is actually present at the time the meeting convenes, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and the Director voices such objection at the meeting.
- (2) Notice of a special meeting called under this Section 16 shall be:
- (a) Delivered to each local newspaper of general circulation and local radio or television station that has on file with the Board a written request to be notified of such special meeting or of all special meetings;
 - (b) Posted on the Corporation's web site. The Corporation is not required to post a special meeting notice on its web site if it (i) does not have a web site; (ii) employs fewer than ten (10) full-time equivalent employees; or (iii) does not employ personnel whose duty, as defined by a job description or existing contract, is to maintain or update the web site; and
 - (c) Prominently displayed at the main entrance of the Corporation's principal location and the meeting site if it is not held at the Corporation's principal location.

Such notice must be delivered or posted, as applicable, at least twenty-four (24) hours before the time of such meeting as specified in the notice.

- (3) The call and notices required under subsections (1) and (2) of this Section 16 shall specify the time and place of the special meeting and the business to be transacted. The Board shall not take final action on any matter other than those outlined in the notices issued pursuant to the preceding Sub-Sections 1 and 2 of this Section 16.
- (4) The notices provided in this Section 16 may be dispensed with in the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage.

Section 17. EMERGENCY MEETINGS. In the event of an emergency, as provided by RCW 42.30.070, and there is a need for expedited action by the Board to meet the emergency,

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the President may provide for a meeting site other than the regular meeting site and the notice requirements of RCW 42.30 shall be suspended during such emergency.

Section 18. QUORUM. A majority of the Directors then in office shall constitute a quorum. The Chief Executive Officer, as an ex-officio non-voting member of the Board, will not be counted towards the establishment of a quorum. In the event the Board consists of less than three (3) Directors, the presence of any remaining Director(s) shall constitute a quorum for the purposes of designating additional Directors, even though such number of Directors shall be below the requirement number of Directors as fixed pursuant to these Bylaws. All acts or decisions of the Board will be by majority vote of a quorum unless otherwise required by these Bylaws or the Washington Nonprofit Corporation Act. Should there be less than a majority of the Directors appointed pursuant to these Bylaws present at any meeting, the meeting shall be adjourned except as otherwise provided herein. Directors may not vote by proxy.

Section 19. TELECONFERENCE MEETINGS. Directors may participate in a meeting of the Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means will constitute presence in person at a meeting, so long as all of the Open Public Meetings Act requirements are also satisfied.

Section 20. DISTURBANCE OF MEETINGS. In the event that any meeting is interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are interrupting the meeting, the members of the Board conducting the meeting may order the meeting room cleared and continue in session or may adjourn the meeting and reconvene at another location selected by the Board. In such a session, final disposition may be taken only on matters appearing on the agenda. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this Section 20. Nothing in this Section 20 shall prohibit the Board from establishing a procedure for readmitting to the meeting an individual or individuals not responsible for disturbing the orderly conduct of said meeting.

Section 21. ADJOURNMENT. The Board may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all members of the Board are absent from any regular or adjourned regular meeting the Secretary may declare the meeting adjourned to a stated time and place. He or she shall cause a written notice of the adjournment to be given in the same manner as provided in Article VII, Section 16, of these Bylaws for special meetings, unless such notice is waived as provided for special meetings. Whenever any meeting is adjourned, a copy of the order or notice of adjournment shall be conspicuously posted immediately after the time of the adjournment on or near the door of the place where the regular, adjourned regular, special, or adjourned special meeting was held. When a regular or adjourned regular meeting is adjourned as provided this Section 21, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state

the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings by resolution.

Section 22. COMPENSATION AND REIMBURSEMENT. Directors shall not receive compensation for their services as Directors or officers, but by resolution of the Board, Directors may receive reimbursement for reasonable expenditures incurred on behalf of the Corporation to the extent allowed by applicable expense reimbursement policy of the Corporation. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving reasonable compensation for such services, provided that any compensation arrangement shall be approved in accordance with the Corporation's Conflict of Interest Policy, as may be amended.

Section 23. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the Directors then in office, may create one or more committees, each consisting of two or more Directors and no one who is not a Director, to serve at the pleasure of the Board. Appointments to committees of the Board shall be by majority vote of the authorized number of Directors. The Board may appoint one or more Directors as alternate members of any such committee, who may replace any absent member at any committee meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board resolution whereby the committee was formed, except that no committee may:

- a. Take any final action on any matter that, under the Washington Nonprofit Corporation Act, also requires approval of the Board;
- b. Fill vacancies on the Board or any committee of the Board;
- c. Fix compensation of the Directors for serving on the Board or on any committee;
- d. Amend or repeal the Articles or adopt new articles of incorporation;
- e. Amend or repeal these Bylaws or adopt new bylaws;
- f. Amend or repeal any resolution of the Board that by its express terms is not so amendable or subject to repeal;
- g. Create any other committees of the Board or appoint the members of committees of the Board;
- h. Adopt a plan of merger or consolidation of the Corporation with any other entity;
- i. Authorize the sale, lease, or exchange of all or substantially all the property and assets of the Corporation not in the ordinary course of business;
- j. Authorize the voluntary dissolution of the Corporation or revoke proceedings therefore;

- k. Adopt a plan for the distribution of the assets of the Corporation;
- l. Expend corporate funds to support a nominee for Director if more people have been nominated for Director than can be elected; or
- m. Approve any contract or transaction to which the Corporation is a party and in which one or more of its Directors has a material financial interest.

Section 24. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board shall be governed by, held, and taken under the provisions of these Bylaws concerning meetings, other Board actions, and the Open Public Meetings Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board resolution or, if the Board does not so establish, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the Corporation's records. The Board may adopt rules for the governance of any committee as long as the rules are consistent with the Washington Nonprofit Corporation Act and these Bylaws. If the Board has not adopted such committee governance rules, the committee may do so, subject to subsequent amendment by the Board.

Section 25. NON-LIABILITY OF DIRECTORS. No Director shall be personally liable for the debts, liabilities, or other obligations of the Corporation.

Section 26. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Corporation and the Board shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

Article VIII OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of this Corporation shall be a Chief Executive Officer, a President, a Secretary, and a Treasurer. The Corporation shall also have one or more Vice-Presidents, and, at the Board's direction, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed under Article VIII, Section 4, of these Bylaws. The officers in addition to the corporate duties set forth in this Article VIII shall also have administrative duties as may be set forth in any applicable contract for employment or job specification.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that the same person cannot serve concurrently as the President and the Secretary.

Section 3. ELECTION OF OFFICERS. The officers of this Corporation shall be chosen by the Board and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

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Section 4. APPOINTMENT OF OTHER OFFICERS. The Board may appoint and authorize any other officers that the Corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in these Bylaws or established by the Board.

Section 5. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board may remove any officer with or without cause. An officer who was not chosen by the Board may be removed by any other officer on whom the Board confers the power of removal.

Section 6. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the Corporation under any contract to which the officer is a party.

Section 7. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for normal appointment to that office, provided, however, that vacancies may be filled on an interim basis.

Section 8. PRESIDENT. The President shall preside at the Board meetings and shall exercise and perform such other powers and duties as the Board may assign from time to time. President shall act as liaison from and spokesperson for the Board.

Section 9. CHIEF EXECUTIVE OFFICER. The Board may appoint a Chief Executive Officer of the Corporation. If appointed, the Chief Executive Officer shall be an ex officio, non-voting member of the Board and will be responsible for implementing the policies and goals of the Corporation as stated by the Board and will have general supervisory responsibility and authority over the affairs of the corporation, subject to the Board's authority. In the absence of the President or to the extent requested by the President, the Chief Executive Officer shall preside over meetings of the Board. In addition, the Chief Executive Officer may, in his or her sole discretion, facilitate, lead, or otherwise guide discussions that occur during Board meetings. The Chief Executive Officer may sign deeds, mortgages, bonds, contracts or other instruments, except when the signing and execution thereof have been expressly delegated by the Board or by these Bylaws to some other officer or agent of the corporation or are required by law to be otherwise signed or executed by some other officer or in some other manner.

The Chief Executive Officer may, in his or her sole discretion and solely in furtherance of the Corporation's purposes, form subsidiary entities of the Corporation. The Chief Executive Office shall have authority to act on behalf of the Corporation as the Corporation's equity holder representative in all Corporation subsidiaries. As representative of the Corporation, the Chief Executive Officer shall be authorized to manage, or delegate management of, any subsidiary of the Corporation. Such subsidiary management rights may include signing deeds, mortgages, bonds, contracts, or other instruments, unless such management rights are delegated to another officer or otherwise restricted by the Board. The

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Chief Executive Officer shall have such other powers and perform all duties as the Board, his or her employment contract, job specification, or these Bylaws may require.

Section 10. SECRETARY. The Secretary shall keep, or cause to be kept, at the Corporation's principal office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board and Board committees. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, in the case of special emergency, how authorized; the notice given; and the names of the Directors present at Board and Board committee meetings.

The Secretary shall keep or cause to be kept, at the principal office, a copy of the Articles and Bylaws, as amended.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of Board committees that these Bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such duties as the Board, his or her employment contract, job specification, or these Bylaws may require.

Section 11. TREASURER. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and transactions. The Treasurer shall send or cause to be given to Directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the Board. The books of account shall be open to inspection by any Director at all reasonable times.

The Treasurer shall: (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate; (b) disburse the Corporation's funds as the Board may order; (c) render to the President, Chief Executive Officer, and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the Corporation; and (d) have such other powers and perform such other duties as the Board, contract, job specification, or the Bylaws may require.

If required by the Board, the Treasurer shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of the office and for restoration to the Corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Treasurer on his or her death, resignation, retirement, or removal from office.

Section 12. VICE PRESIDENT. A Vice President will have such responsibilities and authority as may be prescribed by the Board or as may be delegated by the Chief Executive Officer or the President to such Vice President. If at any time there is more than one Vice President, the Board may designate the order of seniority or the areas of responsibility of such Vice Presidents.

**Article IX
CONTRACTS WITH DIRECTORS AND OFFICERS**

Section 1. **CONTRACTS WITH DIRECTORS AND OFFICERS.** The Corporation shall not enter into a contract or transaction in which a Director or officer directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of this Corporation's Directors or officers are directors or officers or have a material financial interest) unless all of the requirements in the Corporation's Conflict of Interest Policy, as amended, have been fulfilled.

**Article X
CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES**

Section 1. **CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES.** The Corporation shall not enter into a contract or transaction in which a non-director designated employee, such as executives and other key decision-making employees, directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of this Corporation's non-Director designated employees are directors or officers or have a material financial interest) unless all of the requirements in the Corporation's Conflict of Interest Policy, as amended, have been fulfilled.

**Article XI
LOANS**

Section 1. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in the Corporation's name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances. In addition, the Corporation may not pledge, assign, or encumber any public funds received or to be received pursuant to RCW 28A.710.220.

Section 2. **LOANS OR EXTENSIONS OF CREDIT TO OFFICERS OR DIRECTORS.** No loans shall be made and no credit shall be extended by the Corporation to its officers or Directors.

**Article XII
INDEMNIFICATION**

Section 1. **RIGHT TO INDEMNIFICATION.** The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "*Proceeding*"), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a Director or officer of the Corporation or, while a Director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another corporation, or of a foundation, partnership, joint venture, limited liability company, trust, enterprise or other nonprofit entity,

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including service with respect to employee benefit plans (each such other entity, “*Another Enterprise*”) (such person, an “*Indemnified Person*”), against all liability and loss suffered and expenses (including attorneys’ fees) actually and reasonably incurred by such Indemnified Person in connection with such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Article XII, Section 4, of these Bylaws, the Corporation shall be required to indemnify an Indemnified Person in connection with Proceeding, or part of such Proceeding, commenced by such Indemnified Person only if the commencement of such Proceeding, or part of such Proceeding, by the Indemnified Person was authorized in advance by the Board.

Section 2. RESTRICTION ON INDEMNIFICATION. The Corporation may not indemnify any Indemnified Person for: (a) acts or omissions of the Indemnified Person finally adjudged to be intentional misconduct or a knowing violation of law; (b) conduct of the Indemnified Person finally adjudged to be in violation of violation of RCW 24.03.043 in reference to RCW 23B.17.030, et al; or (c) any transaction with respect to which it was finally adjudged that such Indemnified Person personally received a benefit in money, property or services to which the Indemnified Person was not legally entitled or if the Corporation is otherwise prohibited by applicable law from paying such indemnification; provided, however, that if RCW 24.03.043 or, as applicable, referenced statutes or any successor provision of the Washington Nonprofit Corporation Act or Washington Business Corporation Act, as applicable, is hereafter amended, the restrictions on indemnification set forth in this Section 2 of this Article XII shall be as set forth in such amended statutory provision.

Section 3. EXPENSES PAYABLE IN ADVANCE. The Corporation shall pay the reasonable expense, (including attorneys’ fees) incurred by an Indemnified Person in defending any Proceeding in advance of such Proceeding’s final disposition (such expenses, “*Advanced Expenses*”), provided, however, that, to the extent required by law, such payment of Advanced Expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all Advanced Expenses if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article XII or otherwise. Notwithstanding any of the foregoing in this Section 3, the Corporation shall not be required to pay any Advanced Expenses to a person against whom the Corporation directly brings a claim alleging that the Corporation is not required to indemnify such person under Section 2 of this Article XII.

Section 4. WRITTEN STATEMENT REQUIRED AND RIGHT OF INDEMNIFIED PERSON TO BRING SUIT. An Indemnified Person seeking indemnification pursuant to Section 1 of this Article XII or Advanced Expenses pursuant to Section 3 of this Article XII must first submit to the Board a sworn written statement requesting indemnification or Advanced Expenses, as the case may be, and reasonable evidence of all such amounts requested by such Indemnified Person (such statement, a “*Claim*”). If (a) a Claim pursuant to Section 1 of this Article XII is not paid in full by the Corporation within sixty (60) days after such Claim has been received by the Corporation, or (b) a Claim pursuant to Section 3 of this Article XII is not paid in full by the Corporation within thirty (30) days after such Claim has been received by the Corporation, then the Indemnified Person may at any time after the expiration of the applicable period bring suit against the Corporation to recover the unpaid

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amount of such Claim. If an Indemnified Person succeeds in whole or in part in any such suit or in a suit brought by the Corporation to recover Advanced Expenses pursuant to the terms of an undertaking, then such Indemnified Person is also entitled to receive reimbursement from the Corporation for the expense of prosecuting or defending such suit. The Indemnified Person shall be presumed to be entitled to indemnification under this Article XII upon proper submission of a Claim (and, in an action brought to enforce a Claim for Advance Expenses, where the required undertaking has been delivered to the Corporation), and, thereafter, the Corporation shall have the burden of proof to overcome the presumption that the Indemnified Person is so entitled.

Section 5. PROCEDURES EXCLUSIVE. Pursuant to RCW 24.03.043 of the Washington Nonprofit Corporation Act in reference to RCW 23B.17.030 or any successor provision of the Washington Business Corporation Act, the procedures for indemnification and Advanced Expenses set forth in this Article XII are in lieu of the procedures required by RCW 24.03.043 of the Washington Nonprofit Corporation Act in reference to RCW 23B.17.030 or any successor provision of the Washington Business Corporation Act.

Section 6. NONEXCLUSIVITY OF RIGHTS. The right to indemnification and Advanced Expenses conferred by this Article XII shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, provision of the Articles, these Bylaws, by general or specific action of the Board, by contract or, otherwise.

Article XIII INSURANCE

Section 1. INSURANCE. This Corporation shall have the right to purchase and maintain insurance in the full extent permitted by law on behalf of its Directors, officers, employees, and other agents, to cover any liability asserted against or incurred by any Director, officer, employee, or agent in such capacity or arising from the Director's, officer's, employee's, or agent's status as such.

Article XIV MAINTENANCE OF CORPORATE RECORDS

Section 1. MAINTENANCE OF CORPORATE RECORDS. This Corporation shall keep:

- a. Adequate and correct books and records of account;
- b. Written minutes of the proceedings of the Board and Board committees; and
- c. The Corporation shall comply with the Public Records Act as set forth in RCW 42.56.

Article XV INSPECTION RIGHTS

Section 1. **RIGHT TO INSPECT.** Each Director shall have the right at any reasonable time to inspect the Corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by applicable Washington and federal law. The inspection may be made by the Director in person or through the Director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by Washington and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with applicable Washington or federal law pertaining to access to books, records, and documents, including restrictions on the release of educational records under FERPA.

Section 2. **ACCOUNTING RECORDS AND MINUTES.** On written demand to the Corporation, any Director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board and Board committees at any reasonable time for a purpose reasonably related to a Director's interest as a Director. Any such inspection and copying may be made in person or by the Director's agent or attorney. This right of inspection extends to the records of any subsidiary of the Corporation.

Section 3. **MAINTENANCE AND INSPECTION OF ARTICLES OF INCORPORATION AND BYLAWS.** This Corporation shall keep at its principal office the original or a copy of the Articles of Incorporation and Bylaws, as amended to the current date, which shall be open to inspection by the Directors at all reasonable times during office hours. If the Corporation has no principal office, the Secretary shall, on the written request of any Director, furnish to that Director a copy of the Articles and Bylaws, as amended to the current date.

Article XVI REQUIRED REPORTS

Section 1. **ANNUAL REPORTS.** The Board shall create an annual report within one hundred and twenty (120) days after the end of the Corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- a. The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds;
- c. The Corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- d. The Corporation's expenses or disbursement for both general and restricted purposes;
- e. Any information required under these Bylaws; and

- f. An independent accountant's report or, if none, the certification by an authorized officer of the Corporation that such statements were prepared without audit from the Corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report, or as a separate document if no annual report is issued, the Corporation shall, within one hundred and twenty (120) days after the end of the Corporation's fiscal year, annually prepare and mail or deliver to each Director and furnish to each Director a statement of any transaction or indemnification of the following kind:

- a. Any transaction (i) in which the Corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" (as defined herein) had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is any Director or officer of the Corporation, its parent, or subsidiary (but more common directorship shall not be considered such an interest). The annual statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the Corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

Article XVII BYLAWS

Section 1. BYLAW AMENDMENTS. The Board has the exclusive authority to adopt, amend or repeal any of these Bylaws, except that no amendment shall make any provisions of these Bylaws inconsistent with the Corporation's Articles, or any applicable laws.

Section 2. BYLAWS EFFECTIVE. These Bylaws shall not be effective until approved by the Board.

Article XVIII ADMINISTRATIVE AND FINANCIAL PROVISIONS

Section 1. FISCAL YEAR OF THE CORPORATION. Unless a different accounting year is at any time selected by the Board, the accounting year of the corporation shall be the twelve (12) month period from September 1 to August 31.

Section 2. RULES OF PROCEDURE. The rules of procedure at meetings of the Board and Board committees shall be rules contained in Roberts' Rules of Order on Parliamentary Procedure, Newly Revised, so far as applicable and when no inconsistent with these Bylaws, the Articles or any resolution of the Board.

Section 3. CHECKS, DRAFTS, ETC. All Checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the


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

Section 4. DEPOSITS. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board may select.

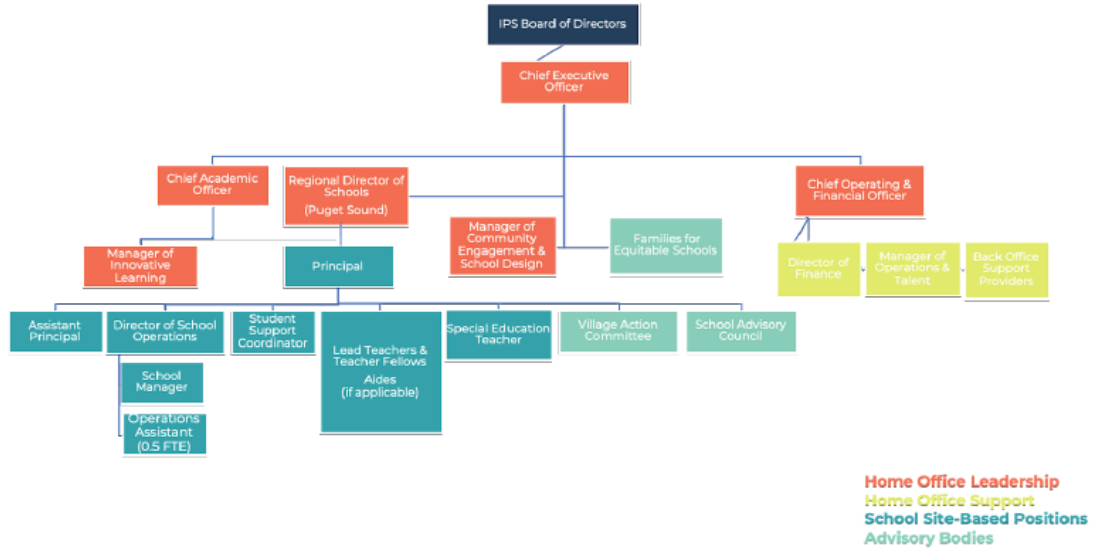
IMPACT PUBLIC SCHOOLS
CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of Impact Public Schools, a Washington nonprofit corporation; that these First Amended and Restated Bylaws were read, approved, and duly adopted by the Board of Impact Public Schools on 4/27, 2018, superseding the previously adopted Bylaws adopted by the Board on October 12, 2016; that these Bylaws have not been amended or modified since 4/27, 2018; and I am, as Secretary, empowered to authenticate such First Amended and Restated Bylaws by my signature below.

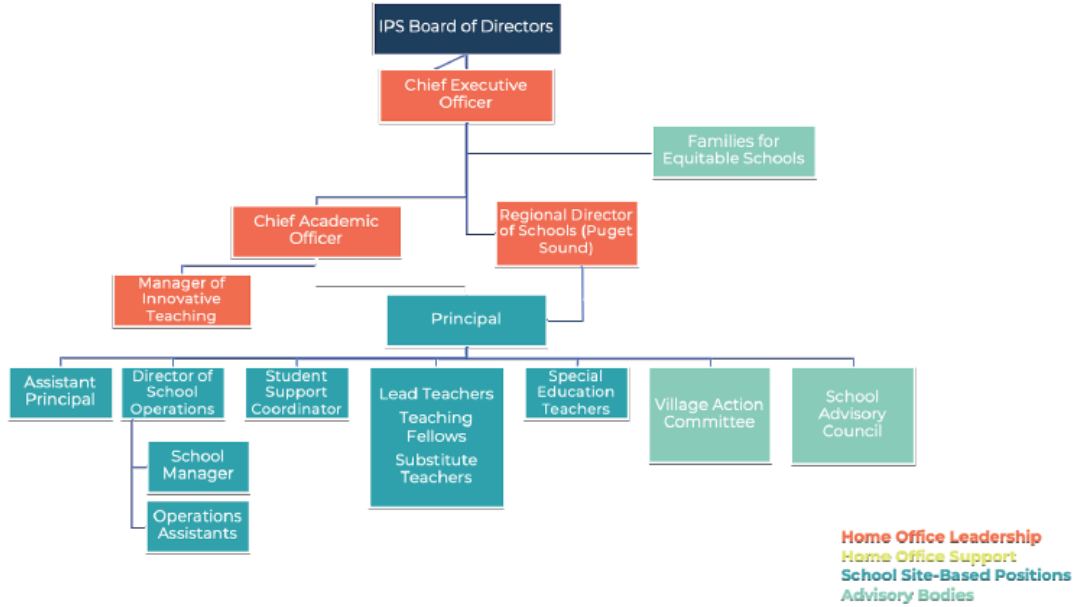
Executed on 4/27, 2018 at Seattle, Washington.


_____, Secretary

Organization Chart: Year 1 – First Year of Operation SY2021 - 2022



Organization Chart: Year 5 - End of Charter Term and School at Full Capacity – 2025-2026 (Impact | Tacoma structure only)



Attachment 3: Board Roster and Disclosures

Board Roster				
Board Position	Full Name	Email	Term Start	Term End
President	Sara Morris	Saramo808@yahoo.com	April 2020	March 2023
Secretary	Tatiana Epanchin-Troyan	tepanchin@gmail.com	April 2020	March 2023
Board Selection Committee Member	Micaela Razo	quantumed@micaelarazo.com	April 2020	March 2023
Treasurer, Finance Committee Member, Facility Committee Member, Board Selection Committee Chair	Noah Wepman	nwepman@gmail.com	April 2018 -	March 2021
Finance Committee Chair	Patrick Methvin	Patrick.methvin@outlook.com	October 2017	September 2020
Facility Committee Chair	Todd Meldahl	tmeldahl@hotmail.com	April 2018	March 2021
Board Selection Committee Member	Daniel Zavala	danielnzavala@gmail.com	January 2018	December 2020
Board Member	Tung Le	tle@impactps.org	April 2020	March 2023
Board Member	Cecily Croskey	cecilycroskey@gmail.com	May 2020	April 2023

**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.

- 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 4: Educational Program Terms and Design Elements

School Name:	Impact Tacoma
Mission:	To prepare a diverse student population to succeed in college and impact communities as the next generation of equity-driven, innovative leaders.
Vision:	Impact Tacoma graduates will be problem-solvers, innovators, and change agents of tomorrow. Students will live full, connected, and purposeful lives. IPS' diverse group of scholars will solve our future's greatest challenges; together, we will eliminate the opportunity gap in our community. Impact Tacoma will offer a rigorous, personalized curriculum within a vibrant school community that balances high expectations with joy.
Goals:	
Education Program Term #1:	<p>School-Based Mentor Groups School-based Mentor Groups are the foundational design element of the school. Research suggests providing academically at-risk students with support through relationships is critical to long-term success. Mentors play a valuable role in helping students monitor their progress while reinforcing school values. Inclusion of the families in the mentor program helps bring diverse cultural perspectives and languages into the classroom.</p> <p>Mentor Groups at IPS IPS begins the year with a mentor home visit to every new family. Students begin and end each day in Mentor Groups. Mentor Groups are their home base at IPS. To nurture strong relationships, most students stay with their mentor for the full academic year. Mentor groups are led by a Lead Teacher or Teaching Fellow in their assigned classroom. Activities in mentor groups include goal-setting, progress-monitoring, team-building, social emotional learning (SEL) instruction rooted in the IPS Compass, Circle, and more. Mentors are trained to serve as the primary contact for both families and teachers in connection to each child. Culturally-responsive mentoring, achieved through ongoing communication with families and DEI PD opportunities, provides faculty with a unique opportunity to address the diverse needs of the target population. IPS believes the inherent connection between mentors, mentees, and academics will help students develop positive attitudes about school, increase self-confidence, and receive the support needed to feel valued and essential to the success of the program.</p> <p>Research Base for Mentor Groups The benefits of high-quality, advisory-style programs include increased academic achievement, attendance, student engagement, self-confidence and agency, as well as reduced dropout rates. In addition, research suggests that strong mentor relationships result in altered long-term outcomes for students. Research by the National Mentoring Partnership suggests that young adults who were at risk but who had a mentor are 55% more likely to enroll in college, and 130% more likely to hold leadership positions.</p> <p>Observable Criteria</p>

	<p>All students participate in five Mentor Group sessions each week. Mentor Group attendance is recorded in the IPS Student Information System (SIS) and available for review. Development of SEL skills will be measured through SELWeb, the Compass tool and applicable formal and informal skill assessments (i.e. WaKIDS for students who have transitioned from IPS TK to K).</p> <p>Equity, Agency and Cultural-Responsiveness Mentor Groups are inherently structured to build student independence and agency over time through development of key SEL and diversity, equity and inclusion skills. Mentors actively integrate students’ home cultures into the group through the Circle protocol, particularly through student sharing and resonations. Mentor groups facilitate culturally-responsive relationships that release responsibility over time to students, developing them from active participants in younger grades, to engaged citizens and, ultimately, liberated activists who act with agency. At the core of the IPS Mentor Group and entire SEL structure is the need to address systemic cultural and social inequities for historically marginalized students, building agency in our students to become equity-driven leaders.</p>
<p>Education Program Term #2:</p>	<p>Personalized Learning Pathways At IPS, personalized learning means giving students what they need, in a way that motivates them, when they need it. Students take ownership over learning, and their daily experience adjusts dynamically according to their skills, curiosity, and standards-based goals. With support from teachers as mentors, students’ cultural assets are capitalized, placing them on a pathway that maximizes their opportunities to gain proficiency.</p> <p>Personalized Learning at IPS At IPS, personalized learning occurs primarily during the Math and Literacy Studio when students complete a combination of rigorous self-directed and teacher-directed learning in small groups:</p> <p><i>Self-Directed Learning</i> In 3rd-5th grade, students direct their own learning based on their personal interests and data-informed goals. Students work together with mentors and teachers to plan what they will do in each core skill domain for the day and week. With support, students choose options from a teacher-curated set of tasks, and experience gradual release from a high degree of support in creating their schedules in grade 3 to greater independence by grade 5. When choosing the sequence of tasks, students reflect on how they can best reach their goals, and what keeps them motivated as learners. Examples of tasks include using targeted adaptive software, reading independently, and interacting with math manipulatives based on teacher-identified needs. All tasks are selected in response to data and designed to maximize student progress toward meeting and exceeding goals in reading and math. Each task is closely aligned with Common Core State Standards and designed to show mastery within the task, followed by formal assessment to show mastery upon completion.</p> <p><i>Teacher-Directed Learning in Small Groups: Guided Reading and Guided Math</i></p>

	<p>Each student’s learning plan includes regular small-group instruction in reading and math. Groups of 5-to-7 students are created based on needs identified through real-time assessment data and student work.</p> <p>Research Base for Personalized Learning Personalization is a student-driven approach aimed to address opportunity gaps. It is grounded in the belief that all students excel academically when their individual abilities, culture, language, and experiences are valued and used to facilitate learning and development. At Impact Tacoma, personalization ensures that all children, including highly capable, students with IEPs or 504 plans, English Language Learner (ELL) students, and children significantly behind, work at their instructional level and make accelerated academic progress. Research by RAND shows that “...compared to peers, students in schools using personalized learning practices are making greater progress over the course of two school years, and that those students who started out behind are catching up to perform at or above national averages.” The IPS approach to personalization builds on design elements from this study, including data-driven decision making, individual goal-setting with students based on data, student decision-making about learning pace and path, and a flexible approach to space and time in response to student needs.</p> <p>Leaders in personalized learning nationwide are demonstrating that personalized learning is rigorous, engaging, and effective for similar student populations. At Summit Public Schools, where nearly half of students qualify for free or reduced-price lunch, students drive their own learning using a digital tool called the Personalized Learning Plan (PLP). As result, 99% of Summit graduates are accepted into at least one four-year college and 55% go on to complete college (compared with a 28% national average). The IPS Data Dashboard is inspired by Summit’s PLP (which currently serves grades 6-12).</p> <p>When the Lindsay Unified School District (LUSD) in Central California transitioned to a district-wide approach of using personal student learning paths, the district graduation rate soared from 76% to 87%.²²(In the LUSD, 52% of students are ELL students and 100% qualify for free or reduced-price lunch.)Additionally, targeted small-group instruction is cited as one of the highest leverage strategies for at-risk student subgroups, including English Language Learners.</p> <p>Observable Criteria Each student completes individualized learning tasks in reading and math during Math and Literacy Studio each day. Student schedules, goals, and proficiency data from Studio are recorded on the Data Dashboard and available for faculty review. Performance on formative (grades K+) and state assessments (grades 3+) will indicate growth in reading, math and science.</p> <p>Equity, Agency and Cultural-Responsiveness Personalized learning allows students to take control over their own education, learning how to identify their strengths and areas of development, while</p>
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	<p>seeking out learning opportunities with the support of a trusted adult. Ultimately, students will learn how to advocate for their needs, building agency and the drive to seek out ways to meet those needs in a way that works for them. Small group and targeted instruction allows for the growth of every student, no matter what level they enter on. While students need support from adults to build self-directed learning skills, the release of responsibility over time empowers them to become drivers of their own lifelong learning process. Teachers utilize strong mentor relationships to incorporate culturally-relevant learning opportunities (see Part 3 -Project-Based Learning for additional details) into each personalized learning pathway. Personalized learning culminates in the application of academic and SEL skills in 5th grade through the completion of the final Capstone Rite of Passage: identifying and implementing a solution to one or more community problem(s). With this goal in mind, teachers help students identify inequities, build agency and leverage cultural understandings to empower them to reach this milestone at the completion of the IPS program.</p>
<p>Education Program Term #3:</p>	<p>Project-Based Learning (PBL) In order to grow as innovative leaders, IPS students apply their skills through rigorous, authentic projects starting in kindergarten. IPS defines PBL as “a teaching method in which students gain knowledge and skills by working for an extended period of time to investigate and respond to an authentic, engaging, and complex question, problem, or challenge.” This PBL approach explicitly supports cultural responsiveness through projects that foster cultural awareness, promote teamwork, and practice communication skills.</p> <p>PBL at IPS PBL occurs during a 75-minute block four days per week. Each project follows a 6-to-8-week arc with three stages: explore, create, and showcase. Projects at IPS are designed to support mastery of science and social studies standards and Deeper Learning Skills, while developing Compass Habits required to thrive in the 21st century culture and workplace, including skills in cultural competence. IPS projects culminate in a product that students compile in portfolios; portfolios are shared with the school community through Rites of Passage at the end of each academic year.</p> <p>Research Base for PBL PBL is currently being implemented by more than 1,000 schools nationwide. A review of the research on its effectiveness concludes that the approach yields “improved content learning, higher levels of engagement, and more positive perceptions of the subject matter.” PBL has positive effects on “...student academic achievement, mastery of 21st century competencies such as problem-solving and critical thinking, addressing the needs of diverse learners and closing achievement gaps, and increasing students' motivation to learn.” Iterating on best practice, the IPS PBL model is being developed in partnership with PBL leaders including Summit Public Schools, High Tech High, Big Picture Learning, Expeditionary Learning, Brightworks and others.</p> <p>Observable Criteria</p>

	<p>Students complete project work with integrated science and social studies elements four times per week. Evidence and assessment of student projects are recorded in the IPS Data Dashboard and are available for review. Performance on formative (grades K+) and state assessments (grades 3+) will indicate growth in reading, math and science.</p> <p>Equity, Agency and Cultural-Responsiveness IPS' project-based learning curriculum is designed to shift the dominant perspective and highlight voices, stories, and information that has not been emphasized in how students traditionally learn history. IPS projects lift up the indigenous perspective and work to breakdown institutional racism many systems perpetuate. All scholars deserve to see themselves and their experiences reflected in their classroom to provide an equitable, culturally-responsive lens. All students should be exposed to writers, artists, historians, community heroes and leaders who share their background and identity. In order for curriculum to be liberating, it must be rooted in the communities we serve. IPS' liberated PBL model is replicable through the use of a rigorous and relevant base curriculum that includes assessment tools, lesson plans and exemplars. IPS provide systems, structures (including community/parent design experiences) and PD for teams to ensure the projects are contextualized and community-rooted. Coupled with personalized learning, the PBL structure develops agency in students who see themselves reflected in relevant, meaningful academic content.</p>
Instructional Hours and Days	1,151.5 Instructional Hours 183 Instructional Days
Nationally Recognized Norm Referenced or Criterion Referenced Assessments Administered	Smarter Balanced Assessment Consortium (SBAC) in reading and math (3-5) Measurements of Student Progress in science (5) WaKIDS (K) ELPA21 (ELL students) NWEA Measures of Academic Progress (MAP) (all grades)
Geographic Area Served:	Tacoma
School Location:	Tacoma
Grades Served in 1st Year:	K-1
Grades Served at Capacity:	K-5
1st Year Projected Enrollment:	180
Projected Enrollment at Capacity:	522
Educational Service Provider:	N/A

Note: The Education Terms are different from *school-specific measures* that you may develop as a part of your Academic Performance Framework because they focus on *process* rather than student *outcomes*. In

other words, the school-specific academic performance measures focus on what students will *achieve*. By contrast, the Education Terms should capture the essentials of what students will *experience*.

Attachment 5: Conflict of Interest Policy

CONFLICT OF INTEREST POLICY OF IMPACT PUBLIC SCHOOLS

ARTICLE I PURPOSE

The purpose of this conflict of interest policy (this “*Policy*”) is to protect the interest of Impact Public Schools, a Washington nonprofit corporation (“*IPS*”), when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of IPS or might result in a possible excess benefit transaction. This Policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

ARTICLE II DEFINITIONS

1. Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect Financial Interest (as defined below), is an “*Interested Person*.”

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family (each, a “*Financial Interest*”):

- a. An ownership or investment interest in any entity with which IPS has a transaction or arrangement;
- b. A compensation arrangement with IPS or with any entity or individual with which IPS has a transaction or arrangement; or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which IPS is negotiating a transaction or arrangement.

As used herein, “compensation” includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A Financial Interest is not necessarily a Conflict of Interest (as defined below). Under Article III, Section 2, a person who has a Financial Interest may have a Conflict of Interest only if the appropriate governing board or committee decides that a Conflict of Interest exists.

ARTICLE III PROCEDURES

1. Duty to Disclose

In connection with any actual or possible Conflict of Interest, an Interested Person must disclose the existence of the Financial Interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the Financial Interest and all material facts related thereto, and after any discussion with the Interested Person, he/she shall leave the governing board or committee meeting while the determination of a Conflict of Interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists (a “*Conflict of Interest*”).

3. Procedures for Addressing the Conflict of Interest

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

4. Violations of the Conflicts of Interest Policy

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible Conflicts of Interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member’s response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible Conflict of Interest, it shall take appropriate disciplinary and corrective action.

**ARTICLE IV
RECORDS OF PROCEEDINGS**

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

- a. The names of the Interested Persons who disclosed or otherwise were found to have a Financial Interest in connection with an actual or possible Conflict of Interest, the nature of the Financial Interest, any action taken to determine whether a Conflict of Interest was present, and the governing board’s or committee’s decision as to whether a Conflict of Interest in fact existed.

- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

ARTICLE V COMPENSATION

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

ARTICLE VI ACKNOWLEDGMENT

1. Each director, principal officer and member of a committee with governing board delegated powers shall sign a statement in substantially the form attached hereto as **Exhibit A** (the "**Acknowledgment**"), which affirms that such person:
 - a. Has received a copy of the Policy,
 - b. Has read and understands the Policy,
 - c. Has agreed to comply with the Policy, and
 - d. Understands that IPS is nonprofit corporation and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

ARTICLE VII PERIODIC REVIEWS

1. To ensure that IPS operates in a manner consistent with its charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
 - a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
 - b. Whether partnerships, joint ventures, and arrangements with management organizations conform to IPS's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable

purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

**ARTICLE VIII
USE OF OUTSIDE EXPERTS**

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

(Signature page to Acknowledgment follows)

**ACKNOWLEDGMENT
OF
CONFLICT OF INTEREST POLICY**

I, the undersigned, hereby acknowledge and agree that: (a) I have received a copy of the Impact Public Schools Conflict of Interest Policy (the "*Policy*"); (b) I have read the Policy and understand its contents; (c) I shall be bound by and comply with the Policy's terms and conditions; and (d) IPS is a nonprofit corporation and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Dated this 12th day of October, 2016.

Name: Jennie Wickens

Position: CEO, President, VP, Treasurer

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Impact Public Schools
EIN: 81-4086218

Attachment 6: Education Service Provider (ESP) Contract Guidelines

1. The maximum term of an ESP agreement must not exceed the term of the Contract. After the second year that the ESP agreement has been in effect, the school must have the option of terminating the contract without cause or a financial penalty.
2. ESP agreements must be negotiated at 'arms-length.' The Contract school's board and ESP must have independent legal counsel to represent their interests in reaching a mutually acceptable management agreement.
3. No provision of the ESP agreement shall interfere with the Contract 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 7: Student Transportation Plan

Attachment 8: 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 Impact | Tacoma charter school (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
 - b. Size of building
 - c. Scaled floor plan
 - d. Copy of executed lease or purchase agreement
3. In addition, the School and the Commission or its designee hereby acknowledge and agree that the School shall not conduct classes or operate as a charter public school in this state until it has obtained the necessary fire, health and safety approvals for the above described facilities. These approvals must be provided by the School to the Commission’s Executive Director in advance of any such occupancy and must be acceptable to the Commission or its designee, in his/her sole discretion, prior to the School operating as a charter public school.
4. If the Site described above is not used as the physical plant for the School, this Attachment of this contract between the School and the Commission must be amended pursuant to the Terms and Conditions of Contract, to designate, describe, and agree upon the School’s physical plant. The School must submit to the Commission or its designee complete information about the new site or facilities. This information includes that described in paragraphs 1, 2 and 3 of this Attachment. The School shall not conduct classes as a charter public school in this state until it has submitted all the information described above to the satisfaction of the Commission by way of a request to amend this Contract and the amendment regarding the new site has been executed by the Commission or its designee.
5. The School agrees to comply with the single site restrictions contained in this Attachment for the configuration of grade levels identified at the Site, except as may be permitted with the express permission of the Commission or its designee. Any changes in the configuration of grade levels at

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

Attachment 9: Statement of Assurances



NEW CHARTER SCHOOL APPLICATION 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 Impact | Renton 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 NCLB provisions remain active, including but not limited to, provisions on school prayer, the Boy Scouts of America Equal Access Act, the Armed Forces Recruiter Access to Students and Student Recruiting Information, the Unsafe School Choice Option and assessments;
 - f. Compliance with Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681);
 - g. Compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); and
 - h. Compliance with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101).

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

4. The School shall hire, manage, and discharge any charter school employee in accordance with the terms of Chapter 28A.710 RCW and the school's charter contract;
5. The School shall receive and disburse funds solely in accordance with the purposes of the charter school;
6. To the extent it enters into contracts with any school district, educational service district, or other public or private entity for the provision of real property, equipment, goods, supplies, and services, including educational instructional services and including for the management and operation of the charter school, the School shall do so to the same extent as other non-charter public schools, as long as the School's board maintains oversight authority over the charter school;
7. The School shall not enter into any contracts for management operation of the charter school except with nonprofit organizations;
8. To the extent it enters into contracts with other entities regarding real property, the School shall include provisions regarding the disposition of the property if the charter school fails to open as planned or closes, or if the charter contract is revoked or not renewed;
9. To the extent it issues secured and unsecured debt, including pledging, assigning, or encumbering its assets to be used as collateral for loans or extensions of credit to manage cash flow, improve operations, or finance the acquisition of real property or equipment, the School shall not pledge, assign, or encumber any public funds received or to be received pursuant to RCW 28A.710.220;
10. The School shall ensure that no debt incurred by the School is a general, special, or moral obligation of the state or any other political subdivision or agency of the state;
11. The School shall not pledge either the full faith and credit or the taxing power of the state or any political subdivision or agency of the state for the payment of the debt;
12. To the extent it solicits, accepts, and administers for the benefit of the charter school and its students, gifts, grants, and donations from individuals or public or private entities, the School shall not solicit, accept, and administer any such gifts, grants or donations from sectarian or religious organizations and shall not accept any gifts or donations the conditions of which violate Chapter 28A.710 RCW or any other state laws;
13. The School shall issue diplomas to students who meet state high school graduation requirements established under RCW 28A.230.090 even though the charter school board may establish additional graduation requirements;
14. The School shall not levy taxes or issue tax-backed bonds and shall not acquire or attempt to acquire property by eminent domain;
15. The School shall operate according to the terms of its charter contract and the provisions of Chapter 28A.710 RCW;
16. The School shall comply with local, state, and federal health, safety, parents' rights, civil rights, and nondiscrimination laws applicable to school districts and to the same extent as school districts, including but not limited to chapter 28A.642 RCW (discrimination prohibition), chapter 28A.640 RCW (sexual equality), RCW 28A.605.030 (student education records, RCW 28A.320.125 (safe school plans), and chapter 28A.210 RCW (health and screening requirements);
17. The School shall provide basic education, as provided in RCW 28A.150.210, including instruction in the essential academic learning requirements and shall participate in the statewide student assessment system as developed under RCW 28A.655.070 and in accordance with the requirements of chapter 28A.710 RCW;

18. The School shall employ certificated instructional staff as required in RCW 28A.410.025, provided that the Schools may hire non-certificated instructional staff of unusual competence and in exceptional cases as specified in RCW 28A.150.203 (7);
19. The School shall comply with the employee record check requirements in RCW 28A.400.303;
20. The School shall adhere to generally accepted accounting principles and be subject to financial examinations and audits as determined by the state auditor, including annual audits for legal and fiscal compliance;
21. The School shall comply with the annual performance report under RCW 28A.655.110;
22. The School shall be subject to the performance improvement goals adopted by the state board of education under RCW 28A.305.130;
23. The School shall comply with the open public meetings act in chapter 42.30 RCW and public records requirements in chapter 42.56 RCW;
24. The School shall be subject to and comply with all legislation governing the operation and management of charter schools;
25. The School shall comply with all state statutes and rules made applicable to the charter school in the school's charter contract;
26. The School shall not engage in any sectarian practices in its education program, admissions or employment policies, or operations;
27. The School shall be subject to the supervision of the superintendent of public instruction and the state board of education, including accountability measures, to the same extent as other public schools, except as otherwise expressly provided by law;
28. The School shall not limit admission on any basis other than age group, grade level, or capacity and must enroll all students who apply within these bases and shall be open to any student regardless of his or her location of residence;
29. The School shall not charge tuition, but may charge fees for participation in optional extracurricular events and activities in the same manner and to the same extent as do other public schools;
30. If capacity is insufficient to enroll all students who apply to the charter school, the School must select students through a lottery to ensure fairness, however, the School must give an enrollment preference to siblings of already enrolled students;
31. The School's Board shall annually determine the capacity of the School in consultation with the Commission and with consideration of the School's ability to facilitate the academic success of its students, achieve the objectives specified in the charter contract, and assure that its student enrollment does not exceed the capacity of its facility;
32. The School shall comply with all health and safety laws, rules and regulations of the federal, state, county, region, or community that may apply to its facilities and property;
33. The School has disclosed any real, potential or perceived conflicts of interest that could impact the approval or operation of the School;
34. The School shall meet any reasonable preopening and/or reopening requirements or conditions imposed by the Commission, including but not limited to requirements or conditions to monitor the start-

up progress of the School and to ensure that the School is prepared to open smoothly on the date agreed, and to ensure that the School meets all building, health, safety, insurance, and other legal requirements for school opening;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Impact | Tacoma

NAME OF SCHOOL



SIGNATURE OF DULY AUTHORIZED REPRESENTATIVE

1/31/20

DATE

Sara Morris

NAME OF DULY AUTHORIZED REPRESENTATIVE

Attachment 10: 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 11: Enrollment Policy

Attachment 4: IPS Student Enrollment Policy

The IPS Board of Directors, with the advice of IPS leadership, shall determine all policies, processes, and procedures governing application, admission, and enrollment at Impact | Renton. All students attending Impact | Renton must follow the application, admission, and enrollment policies of IPS. Below is the board-approved Enrollment policy (#3120) for all IPS schools.

Policy: 3120
Section: 3000 - Students

Approved by the IPS Board on April 26, 2018

Impact Public School (IPS) shall be open to all students at the appropriate age groups and grade levels who wish to attend. IPS shall be open to all students without regard for the location of residence of students within Washington. If capacity is insufficient to enroll all students who apply to IPS, admission, except for existing students, shall be determined by lottery. There shall be no admission testing or other evaluation required of any applicant.

The CEO will develop procedures for enrolling students, recording attendance behavior, and counseling and correcting students with attendance problems. When enrolling a student who has attended school in another school district, the parent and student will be required to briefly indicate in writing whether or not the student has:

- A. Any history of placement in a special education program;
- B. Any past, current or pending disciplinary actions;
- C. Any history of violent behavior or convictions;
- D. Adjudications or diversion agreements related to a violent offense, a sex offense, inhaling toxic fumes, a drug offense, a liquor violation, assault, kidnapping, harassment, stalking or arson;
- E. Any unpaid fines or fees from other schools; and
- F. Any health conditions affecting the student's educational needs.

If Impact Public Schools (IPS) receives information that a student has a history of disciplinary actions, criminal or violent behavior, or other behavior that indicates the student could be a threat to the safety of staff or students, the student's teachers and building security personnel will be informed.

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

Since accurate enrollment and attendance records are essential both to obtain state financial reimbursement and to fulfill IPS's responsibilities under the attendance laws, IPS will be diligent in maintaining such records.

The application packet for admission to Impact | Renton shall include information that allows students and parents to be informed about Impact | Renton's operation as a charter school, its educational programs, the academic and behavioral expectations of students, and the rights and responsibilities of students and parents who wish to become part of Impact | Renton.

The IPS Board shall have the sole authority to determine the size and grade-level breakdown of the student body at Impact | Renton. The determination of school capacity shall be based on, among other things, consideration of Impact | Renton'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 physical capacity of the facility.

Admission Criteria

Impact | Renton shall be open to all students at the appropriate age groups and grade levels who wish to attend. Impact | Renton shall be open to all students without regard for the location of residence of students within Washington. If capacity is insufficient to enroll all students who apply, admission to Impact | Renton, except for existing students, shall be determined by lottery in accordance with the enrollment preferences given in the next section.

The only admission requirement is that students wishing to attend must follow Impact | Renton's admission procedures and deadlines with respect to completing applications, and submit enrollment forms and documents by the announced deadlines. Open application deadlines, which will normally be in the winter for admission the following August, shall be coordinated with local public schools to give students and their parents the opportunity to consider the full range of educational opportunities available to them. Late applications for admission shall result in loss of opportunity for enrollment preferences as listed below, and may result in loss of opportunity for admission, but will be reserved in the case that the waiting list is completely exhausted in a given year. Late return of enrollment packets following notification of admission shall result in loss of admission, and placement at the end of the admission priority list, described below. Impact | Renton will provide extensive support to families - including home visits - to ensure all paperwork is received on time.

There shall be no admission testing or other evaluation required of any applicant. Impact | Renton shall not charge tuition.

Lottery and Enrollment Preferences

Applications will be accepted during a publicly advertised open application period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than capacity. If capacity is insufficient to enroll all students, enrollment, except for existing students, shall be determined by lottery. Impact | Renton will grant an enrollment preference to siblings of currently enrolled students, with any remaining enrollments allocated through a lottery (RCW 28A.710.050(3)). When Impact | Renton conducts the lottery, the school may work with the Commission to legally grant a weighted enrollment preference to children of full-time employees of IPS, as well as to at-risk students.

At the conclusion of the lottery, all students who were not granted admission due to capacity shall be given the option to put their name on a wait list according to their draw in the lottery. This wait list, also called an admission priority list, will allow students the option of enrollment in the case of an opening during the current school year. In no circumstance will a waitlist carry over to the following school year. The order of admission of students at any time during the year shall be determined solely by the order of applicants on the admission priority list. Impact | Renton shall maintain a list of students interested in transferring to Impact | Renton. After the admission priority list has been exhausted, Impact | Renton will advertise if a space has become available and applications are being accepted in another open enrollment period.

Lottery rules, deadlines, dates and times for the lottery will be communicated in the admission applications and on Impact | Renton's website. Public notice for the date and time of any lottery will also be posted once the application deadline has passed. IPS will also inform parents of all applicants and all interested parties of the rules to be followed during the lottery process, location, date, and time via mail or email at least two weeks prior to the lottery date.

Tentative dates for the application and enrollment period for Impact | Renton are as follows:

- **July 2020***: Impact | Renton applications are made available, pending authorization
- **January 2021**: Impact | Renton applications are due
- **February 2021**: Impact | Renton lottery is held, notifications of acceptance and/or waitlist status are available
- **March - July 2021**: Enrollment period begins for accepted students through the lottery
- **March 2021 - Ongoing**: Waitlist students are enrolled as needed, based on enrollment matriculation for accepted students

* Community engagement and recruitment begins after authorization in 2020.

Conditions of Enrollment

Impact | Renton shall have the following requirements that must be met by each student and his or her family before enrollment is complete at Impact | Renton:

- Complete enrollment/registration forms including student data sheet, emergency information cards and other required documents.
- Provide records documenting immunizations required by public schools.

Admission tests will not be required; however, assessments will be administered following enrollment to determine individual instructional programs. These tests will serve as diagnostics of students' reading, writing and math skills.

Re-enrollment, Withdrawals and Transfers

Students are assumed to be returning to the school each fall unless the school is informed otherwise. To withdraw a student, the parent/guardian informs the school in writing that the student is transferring and indicates the school to which they are transferring.

Attachment 12: Annual Evaluation Tools for School Leader and Teachers



IPS SCHOOL LEADER SKILLS RUBRIC

The following rubric identifies critical competencies for successfully leading an Impact school. The rubric is comprised of seven elements, each broken down into specific skills with descriptors to capture a range of mastery. Below is an overview of each element. Elements are not listed in order of importance: an effective school leader will develop their skill set across elements and indicators.

Element	When executed successfully
Build and Maintain Excellent Scholar Culture	Impact schools are defined by safe, productive, and inclusive learning environments. Routines are clearly understood by teachers and scholars, classrooms are focused and joyful, and relationships between scholars are kind and supportive. Scholars are celebrated and take ownership of their growth.
Build and Maintain Excellent Adult Culture	Impact faculty have clearly defined roles and embrace a culture of high expectations. Faculty are supportive of one another, push each other to improve, and proactively resolve conflict. Faculty are coached in developing their own leadership and everyone is working together in pursuit of a common mission.
Develop Clear Priorities, Measures, and Metrics	Goals are data driven, equity focused, and accompanied by strategic action plans that are monitored and adjusted to ensure that priorities are met. All faculty are invested in and execute on priorities.
Implement Effective Professional Learning	All teachers consistently improve and feel challenged, supported, and celebrated through consistent coaching and rigorous professional development.
Engage Professionally	Leaders model professionalism through an acute understanding of stance and tone and consistently display Impact core values.
Successfully Partner with Families	Leaders and faculty have productive and trusting relationships with families. Leaders successfully drive the Village Action Committee to support school priorities. Info



	sessions are well facilitated and lead to increased family interest.
Lead for Equity	Impact schools embrace diversity, are inclusive of all community members, and every faculty member is an advocate for equity and justice.

Element 1: Build and Maintain Excellent Scholar Culture				
	Very Impactful	Impactful	Limited Impact	Negative Impact
Supportive Learning Environment and High Expectations	There are clear, age appropriate, school and grade level expectations, restorative steps, procedures, and incentives that are consistently modeled and reinforced and promote a culture of high expectations. All faculty effectively execute school-wide systems and there is a clear hierarchy for responding to behaviors that is followed, tracked, and communicated to stakeholders. Leader is proactive in addressing matters of school culture. Discipline data is analyzed to ensure equitable application of behavior systems.	There are clear, age appropriate, school and grade level expectations, restorative steps, procedures, and incentives that are consistently modeled and reinforced and promote a culture of high expectations. All faculty consistently attempt to execute systems and follow hierarchy. Leader consistently attempts to be proactive in addressing matters of school culture. Discipline is tracked and communicated to stakeholders. Leader attempts to ensure discipline practices are equitable.	There are clear, age appropriate, school and grade level expectations, restorative steps, procedures, and incentives that are modeled and reinforced. Leader attempts to hold all stakeholders to a culture of high expectations. Leader is reactive in addressing matters of school culture. Leader does not have an eye on equity in discipline.	Expectations and restorative steps are inconsistently messaged, reinforced, and/or tracked. Leader is reactive or non-responsive in addressing matters of school culture.



Scholar empowerment	All scholars can name their goals and plans to improve because every teacher engages scholars in goal setting, provides regular feedback, and posts data visibly in the classroom. Scholars consistently take on leadership roles across classrooms.	Most scholars can name their goals and plans to improve because most teachers engage students in goal setting, provide regular feedback, and post data visibly in the classroom. Scholars consistently take on leadership roles in some classrooms.	Some scholars can name their goals and plans to improve because a limited number of teachers engage students in goal setting, provide regular feedback, and post data visibly in the classroom.	Scholars across the school cannot name their goals and plans to improve.
Relationships	The school is always a place of trusting and caring relationships. Relationships are kind and supportive amongst scholars and between scholars and faculty.	The school is mostly a place of trusting and caring relationships. Relationships are kind and supportive amongst scholars and between scholars and faculty.	The school is sometimes a place of trusting and caring relationships. Relationships are usually kind and supportive amongst scholars and between scholars and faculty.	Many scholars do not have trusting and caring relationships with each other or with faculty.
Element 1 Cont'd	Very Impactful	Impactful	Limited Impact	Negative Impact
Joy and "Play Big"	There are consistent practices, both in the classroom and school-wide, that celebrate scholars for growth, accomplishments, and commitment to Impact core values.	Practices are established and semi-consistently followed to celebrate student growth, accomplishments, and commitment to Impact core values.	Scholars are occasionally celebrated, though this is not routinized.	Scholars are rarely celebrated.

Element 2: Build and Maintain Excellent Adult Culture



	Very Impactful	Impactful	Limited Impact	Negative Impact
Roles and Responsibilities	Roles and responsibilities for all faculty are clearly defined and faculty are held accountable for executing their job duties. All faculty believe it is their job to create and maintain a safe, productive, and joyful learning environment.	Roles and responsibilities for all faculty are clearly defined. Faculty are mostly held accountable for executing their job duties. All faculty believe it is their job to create and maintain a safe, productive, and joyful learning environment.	Roles and responsibilities are clearly defined for all faculty and leader inconsistently holds faculty accountable for executing their job duties.	Roles and responsibilities are not clearly defined for all faculty and/or faculty are not held accountable for executing their job duties.
High Expectations	Leader always demands that faculty strive to be excellent and pairs this expectation with concrete supports to help faculty thrive.	Leader mostly demands that faculty strive to be excellent and pairs this expectation with concrete supports to help faculty thrive.	Leader sometimes demands that faculty strive to be excellent and pairs this expectation with concrete supports to help faculty thrive.	Leader does not demand excellence and/or does not provide supports to help faculty thrive.
Faculty Leadership	Systems are routinely executed to support faculty members in their own leadership development. Leader effectively models and provides feedback to teacher leaders on meeting and PD facilitation.	Faculty are often supported in their own leadership development though this is not fully systematized. Leader effectively models and provides feedback to teacher leaders on meeting and PD facilitation.	Faculty members are only sometimes supported in their own leadership development and this is rarely systematized.	Faculty members are not supported in developing their own leadership.
Element 2 Cont'd	Very Impactful	Impactful	Limited Impact	Negative Impact
Circles	Leader always ensures that faculty members are prepared for circle, models excellent circle facilitation, and adheres to a	Leader mostly ensures that faculty members are prepared for circle, models excellent circle facilitation, and adheres	Leader sometimes ensures that faculty members are prepared for circle	Leader rarely ensures that faculty members are prepared for circle and/or rarely



	regular circle schedule.	to a regular circle schedule.	and/or sometimes models excellent circle facilitation and/or sometimes adheres to a regular circle schedule.	models excellent circle facilitation and/or rarely adheres to a regular circle schedule.
Relationships	Relationships between colleagues are supportive and colleagues push one another to improve. Leader is able to swiftly address conflict and coach faculty toward successful resolution.	Relationships between colleagues are supportive and colleagues push one another to improve. Leader always addresses conflict and is usually able to coach faculty toward successful resolution.	Relationships between colleagues are mostly supportive and/or colleagues only sometimes push one another to improve. Leader is inconsistent in response to conflict.	Relationships between colleagues are not supportive and/or colleagues do not push one another to improve. Leader does not address conflict.

Element 3: Develop Clear Priorities, Measures and Metrics				
	Very Impactful	Impactful	Limited Impact	Negative Impact
Data Driven Goals and Priorities	Leader consistently uses quantitative and observational data to set and monitor goals and address problems. Goals are broken down into long-term and short-term priorities. Specific action plans are developed, monitored, and adjusted to achieve priorities.	Leader often uses quantitative and observational data to set and monitor goals and address problems. Goals are usually broken down into short and long term priorities. Action plans are often developed and are tracked/monitored 75% of the time.	Leader attempts to generate goals and action plans, though it is not always clear what data was consulted. Plans often lack specificity, making tracking and follow up difficult.	Leader rarely generates data driven action plans to tackle priorities.



Commitment to Model	Leader champions Impact model and advocates for the use of Impact best practices. Leader ties priorities to Impact core values and draws on Impact's instructional, behavioral, and cultural practices to achieve goal outcomes. Leader works with HO team to strengthen model with innovative ideas rooted in research and best practice.	Leader believes in the Impact model and considers Impact strategies when generating action plans. Leader strives to ensure that action plans are aligned to Impact core values.	Leader's action plans occasionally draw on Impact model and practices. Leader implements solutions disconnected from Impact core values, often "reinventing the wheel."	Leader's action plans rarely draw on the Impact model and/or leader blames Impact model for challenges.
Student Groups and Goals/Action Plans	Goals and action plans always include student group analysis (race, language, SES, scholars with IEPs) and draw on inclusion strategies to close the opportunity gap.	Goals and action plans usually include student group analysis (race, language, SES, scholars with IEPs) and draw on inclusion strategies to close the opportunity gap.	Goals and action plans sometimes include student group analysis and/or sometimes draw on inclusion strategies to close the opportunity gap.	Goals and action plans fail to address student groups and/or involve use of inclusion strategies.
Faculty Participation	All faculty execute on priorities because the leader strategically utilizes teacher voice, effectively frames goals, and consistently follows through on action plans.	Faculty usually execute on priorities, leader attempts to utilize teacher voice, frame goals, and follow through on action plans.	Faculty inconsistently execute on priorities.	Faculty rarely execute on priorities.

Element 4: Implement Effective Professional Learning				
	Very Impactful	Impactful	Limited Impact	Negative Impact
Walk Throughs	Leader always spends 2-3 hours each week conducting walk-through observations. During	Leader usually spends 2-3 hours each week conducting walk-throughs, rarely	Leader attempts to spend 2-3 hours each week conducting walk-throughs though has difficulty	Leader regularly misses walk-throughs and does not real time coach or document walk-through



	walk-throughs, leader uses best practices in real-time coaching and always documents walk-through data. Leader consistently shares walk-through data with faculty in email blasts and PD.	having weeks where walk-throughs occur less frequently. During walk-throughs, leader uses best practices in real-time coaching and usually documents walk-through data. Leader consistently shares walk-through data with faculty in email blasts and PD.	maintaining this cadence. Leader inconsistently uses real-time coaching strategies and inconsistently documents walk-through notes. Leader struggles to find opportunities to communicate walk-through data with faculty.	data.
Coaching Meetings: Cadence and Documentation	Leader always facilitates 35 minute coaching meeting with each teacher at least bi-weekly. Coaching meeting notes are always documented.	Leader usually facilitates 35 minute coaching meeting with each teacher at least bi-weekly. Coaching meetings notes are usually documented.	Leader attempts to facilitate bi-weekly coaching meetings but often cancels due to competing priorities and/or leader inconsistently documents coaching meeting notes.	Leader regularly cancels or does not attend coaching meetings and/or rarely documents coaching meeting notes.
Coaching Meetings: Best Practices	Teachers are always able to state their precise progress on goals and key action plans to improve scholar mastery. Leader consistently uses a combination of strategies, including questioning and role play, to actively engage the teacher in meetings.	Teachers are usually able to state their precise progress on goals and key action plans to improve scholar mastery. Leader consistently uses a combination of strategies, including questioning and role play, to actively engage the teacher in meetings.	Teachers are sometimes able to state their precise progress on goals and key action plans to improve scholar mastery. Leader inconsistently uses a combination of strategies, including questioning and role play, to actively engage the teacher in meetings.	Teachers are rarely able to state their precise progress on goals and/or action plans to improve scholar mastery. Leader rarely uses strategies to actively engage the teacher in meetings.
Element 4 Cont'd	Very Impactful	Impactful	Limited Impact	Negative Impact



<p>PD Preparedness</p>	<p>PD agendas, objectives, and key resources are shared with faculty 24 hours in advance. Each component of the PD session is explicitly planned, connected to objectives, and appropriately timed. Leader regularly involves others in owning elements of PD and always ensures that facilitators are ready to execute best practices in adult learning.</p>	<p>PDs always have an agenda with objectives, where each component of the session is planned and tied to objectives. PD agendas are usually shared with faculty 24 hours in advance. Leader sometimes involves others in owning elements of PD and always ensures that facilitators are ready to execute best practices in adult learning.</p>	<p>PDs always have an agenda, some components of the agenda are not explicitly planned for leader and faculty actions. Agendas are sometimes shared in advance. Leader sometimes involves others in owning elements of PD and/or sometimes ensures PD facilitators are ready to execute best practices in adult learning.</p>	<p>PD is rarely planned in advance.</p>
<p>Adult Learning Strategies</p>	<p>PD facilitators provides key context, framing and modeling. PD models the instructional excellence expected in classrooms. Participants do the majority of talking and processing during PD sessions. Participants have the opportunity to practice and receive actionable feedback.</p>	<p>PD facilitators provide key context, framing and modeling. PD participants and facilitators engage in an even mix of talk and processing time, most PDs provide participants with the opportunity to practice and receive actionable feedback.</p>	<p>PD facilitators do the majority of talking with limited processing loops, participants sometimes have the opportunity to practice and receive feedback.</p>	<p>PD facilitators do the majority of the talking and rarely build in time for processing or practice and feedback.</p>



PD Follow Up	PD sessions always end with a clear next step for teachers that is tied to the objectives. Participants reflect and connect PD goals and next steps to their own professional practice goals.	PD sessions often end with a clear next step, and participants are encouraged to connect PD goals to own professional growth goals through reflection.	PD sessions only occasionally have next steps and opportunities for participants to connect to their own practice.	PD sessions do not have next steps and/or opportunities for faculty to connect to their own practice.
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Element 5: Engage Professionally: Presence, Relationships, Mindset				
	Very Impactful	Impactful	Limited Impact	Negative Impact
Preparedness : Meetings	Leader attends all meetings on time having completed any necessary pre-work. Leader strategizes on session goals and talking points in advance and socialized ideas with key faculty when appropriate. If a crisis situation emerges leader swiftly reschedules meetings.	Leader attends all meetings on time having completed any necessary pre-work. Leader rarely cancels a meeting. Leader usually takes initiative to reschedule if a crisis situation emerges.	Leader attempts to honor commitments and show up to meetings regularly, on time, and prepared. Leader misses 25% of meetings, stating other priorities interfere.	Leader regularly cancels meetings or shows up unprepared. Leader may blame crisis situations, other priorities, or unsustainable nature of job.
Preparedness: Requests	Leader always makes concrete plans for special events and activities, anticipating how these impact others and making requests in advance.	Leader usually makes concrete plans for special events and activities, anticipating how these impact others and making requests in advance.	Leader sometimes makes concrete plans for special events and activities, anticipating how these impact others and making requests in advance.	Leader never makes concrete plans for special events and activities, anticipating how these impact others and making requests in advance.



Stance and Tone	Leader adjusts stance and tone appropriately for audience and is mindful of how to communicate information. Leader displays a positive attitude, believing challenges can be addressed effectively and overcome. Pushes colleagues by sharing perspectives proactively.	Leader adjusts stance and tone appropriately for audience and is mindful of how to communicate information. Leader displays a positive attitude, believing challenges can be addressed and overcome. Usually pushes colleagues by sharing perspectives proactively.	Leader sometimes attempts to adjust stance and tone for the audience. At times veers from a positive stance with colleagues and team. Sometimes accepts the current state, failing to push others through sharing ideas and perspectives.	Leader does not adjust stance and tone for the audience and has a negative affect with team and colleagues.
Professional Growth	Leader always models a learner stance by accepting and swiftly acting on feedback, seeking out support, and finding resources.	Leader usually models a learner stance by being receptive to feedback, seeking out support, and finding resources.	Leader attempts to maintain a learner stance though at times is unreceptive or defensive in response to support, resources, and feedback.	Leader does not embrace a learner stance, is unreceptive to feedback and/or places blame externally.
Element 5 Cont'd	Very Impactful	Impactful	Limited Impact	Negative Impact
Crisis Situations	In moments of crisis the leader is always calm and in charge. Leader makes appropriate decisions and consults others when appropriate. Actions taken are always well communicated to critical stakeholders in a timely manner.	In moments of crisis the leader always remains calm and in charge. Leader makes appropriate decisions and consults others when appropriate. Actions taken are usually well communicated to critical stakeholders in a timely manner.	In moments of crisis the leader is sometimes calm and in charge. Leader does not consult others and/or at times struggles to execute on or make appropriate decisions. Leader sometimes struggles to communicate actions to stakeholders.	In moments of crisis the leader does not remain calm and/or does not make appropriate decisions. Leader does not consult others and fails to communicate follow up with critical stakeholders.
Home Office Partnership	Leader is a champion of Team Impact and always presents as a united front	Leader is a champion of Team Impact and always presents as a united front	Leader believes in Team Impact and strives to present as a united front	Leader is not a champion of Team Impact and/or outwardly blames the



	to faculty. Leader always looks to strengthen the organization and follows the appropriate channels to provide constructive, actionable feedback at the network level.	to faculty. Leader often looks to strengthen the organization and follows the appropriate channels to provide constructive, actionable feedback to the network level.	to faculty with limited success. Leader does not think about organization beyond individual school site, rarely providing constructive and actionable feedback to the network level.	network or model for a school's challenges.
Community Partnership	Leader always strengthens relationships with partner organizations, pushing partners to collaborate and provide excellent services in pursuit of a common mission.	Leader often strengthens relationships with partner organizations, pushing partners to collaborate and provide excellent services in pursuit of a common mission.	Leader sometimes strengthens relationships with partner organizations, pushing partners to collaborate and provide excellent services in pursuit of a common mission.	Leader rarely strengthens relationships with partner organizations, pushing partners to collaborate and provide excellent services in pursuit of a common mission.
Mission 2	Leader always embraces the opportunity to support the broader field and successfully mobilizes their school community to engage in advocacy work and attend critical sector-wide events.	Leader often embraces the opportunity to support the broader field and successfully mobilizes their school community to engage in advocacy work and attend critical sector-wide events.	Leader sometimes embraces the opportunity to support the broader field and successfully mobilizes their school community to engage in advocacy work and attend critical sector-wide events.	Leader rarely embraces the opportunity to support the broader field and successfully mobilizes their school community to engage in advocacy work and attend critical sector-wide events.
Element 5 Cont'd	Very Impactful	Impactful	Limited Impact	Negative Impact
Content Knowledge	Leader is competent in all content areas that are part of the onboarding process.	Leader is competent in most content areas that are part of the onboarding process	Leader is competent in some content areas that are part of the onboarding process	Leader lacks content knowledge across key onboarding information



Element 6: Successfully Partner with Families				
	Very Impactful	Impactful	Limited Impact	Negative Impact
Family Engagement	Leader effectively models and provides feedback resulting in all faculty using best practices when communicating with families. Family communication includes phone calls, home visits, conferences, holdover conversations and difficult conversations.	Leader effectively models and provides feedback resulting in most faculty using best practices when communicating with families. Family communication includes phone calls, home visits, conferences, holdover conversations and difficult conversations.	Leader attempts to model and provide feedback to faculty on family engagement strategies. This happens inconsistently or is reactive. Some faculty do not use best practices when communicating with families.	Leader does not model and provide feedback on family engagement strategies. There are faculty members who consistently fail to use best practices in communicating with families.
Village Action Committee (VAC)	Leader always executes VAC effectively. Leader uses strategies to ensure that VAC goals are aligned with the school and VAC always works in support of school priorities.	Leader usually executes VAC effectively. Leader uses strategies attempting to ensure VAC goals are aligned with the school. VAC mostly works in support of school priorities.	Leader inconsistently plans for VAC. Leader generally attempts to align VAC with school priorities, though at times VAC appears out of concert with school goals.	Leader does not plan for VAC and/or VAC does not work in support of school priorities.
Response to Families	Leader always responds within 24 hours. When addressing a family concern, leader always seeks to understand and strives to find a resolution. Leader always holds firm on upholding Impact core values and school norms.	Leader mostly responds within 24 hours and never exceeds 48 hours. When addressing a family concern, leader always seeks to understand and strives to find a resolution. Leader always holds firm on upholding Impact core values and school norms.	Leader strives to respond quickly though sometimes exceeds 48 hours. Leader seeks to understand family concerns and strives to find a resolution though sometimes struggles to do so without compromising on Impact core values and school norms.	Leader regularly takes more than 48 hours to respond to families and/or leader does not seek to understand family concerns and/or compromises on Impact core values when seeking a resolution.



Element 6 Cont'd	Very Impactful	Impactful	Limited Impact	Negative Impact
Information Sessions	Leader is always prepared for information sessions, uses clear and concise language in presentations, and appears both positive and approachable. Leader succinctly answers questions with accuracy while highlighting school strengths. Info sessions always lead to families indicating an intent to enroll.	Leader is always prepared for information sessions, uses clear and concise language in presentations, and appears both positive and approachable. Leader succinctly answers questions with accuracy while highlighting school strengths. Info sessions usually lead to families indicating an intent to enroll.	Leader prepares for info sessions, though is not always clear and concise and/or struggles to answer questions succinctly. Info sessions sometimes lead to families indicating an intent to enroll.	Leader is not always prepared for info sessions and/or struggles with clarity in delivering presentations or responding to questions. Info sessions rarely lead to families indicating an intent to enroll.
Accountability	Systems and processes are established and consistently executed to support families in ensuring their child is on time and at school every day, homework is completed, and families respond to the school in a timely manner.	Systems and processes are established and usually executed to support families in ensuring their child is on time and at school every day, homework is completed, and families respond to the school in a timely manner.	Systems and processes are established and sometimes executed to support families in ensuring their child is on time and at school every day, homework is completed, and families respond to the school in a timely manner.	Systems and processes for family accountability are not established and used. School consistently struggles to support families in ensuring their child is on time and at school every day, homework is completed, and families respond to the school in a timely manner.

Element 7: Lead for Equity				
	Very Impactful	Impactful	Limited Impact	Negative Impact



Equity Data	Leader consistently analyzes student data, teacher practices, and school systems to identify equity traps in academic performance, discipline, school culture and beyond. Leader routinely engages stakeholders in language and systems thinking related to equity. Action plans explicitly identify equity traps and solutions are tied to closing gaps.	Leader regularly attempts to analyze student data, teacher practices, and school systems to identify equity traps in academic performance, discipline, school culture and beyond. Leader attempts to engage stakeholders in language and systems thinking related to equity. Attempts to implement gap closing action plans.	Leader only occasionally analyzes data for equity traps. Leader rarely engages stakeholders in language and systems thinking related to equity. Action plans inconsistently address equity traps and gap closing strategies.	Leader does not analyze data with an equity lens, does not engage stakeholders in language and systems thinking related to equity, action plans are not gap closing.
Expectations and Support	Leader holds high expectations for all stakeholders and provides varying levels of support to ensure everyone has an equitable opportunity to succeed.	Leader hold high expectations for all stakeholders but sometimes struggles to provide the appropriate level of support either due to time management, prioritization or skill.	Leader sometimes varies expectations and support for stakeholders.	Leader alters expectations and support for some stakeholders
Allyship and Advocacy	Leader devotes time to learning and reflecting on critical concepts related to race, power, and identity. Leader values and successfully develops relationships across lines of difference. Commitment to equity drives and guides decisions.	Leader devotes time to learning and reflecting on race, power, and identity. Leader values and works hard to develop relationships across lines of difference. Leader often makes decisions driven by commitment to equity.	Leader has spent some time learning and reflecting on race, power, and identity. Leader sometimes strives to develop relationships across lines of difference. Leaders sometimes make decisions driven by a commitment to equity.	Leader is unaware of gaps in their knowledge about race, power, and identity and is unwilling to prioritize developing this knowledge. Leader rarely strives to develop relationships across lines of difference and does not make decisions with a commitment to equity.



Element 7 Cont'd	Very Impactful	Impactful	Limited Impact	Negative Impact
Response to Offensive comments and microaggressions	Leader consistently addresses offensive comments and microaggressions. Leader cultivates a faculty culture where all team members monitor words and actions for microaggressions.	Leader notices and mostly addresses offensive comments and microaggressions. Leader attempts to cultivate a faculty culture where all team members monitor words and actions for microaggressions.	Leader sometimes notices offensive comments and microaggressions. The leader mostly addresses these acts with varying levels of effectiveness.	Leader rarely notices or responds to microaggressions
Facilitates faculty DEI conversations	Leader displays strong skills to facilitate DEI conversations: 1) Understand your racial/cultural identity 2) Acknowledge and be open to admitting racial biases 3) Validate and facilitate discussion of feelings 4) Control the process, not the content, of race talk 5) Validate, encourage and express admiration and appreciation to participants who speak when it feels unsafe	Leader is learning strategies to facilitate DEI conversations: 1) Understand your racial/cultural identity 2) Acknowledge and be open to admitting racial biases 3) Validate and facilitate discussion of feelings 4) Control the process, not the content, of race talk 5) Validate, encourage and express admiration and appreciation to participants who speak when it feels unsafe	Leader has the right knowledge and mindset to facilitate DEI conversations but is lacking practice and skill.	Leader has not done enough identity/bias work to develop the right mindset to be ready to effectively facilitate DEI conversations.



EVERYONE GROWS RUBRIC - CLASSROOM INSTRUCTORS

Classroom Instructor's Name:
Date:

Coach's Name:

Grade Level:

IPS Mission

We prepare a diverse population to succeed in college and impact communities as the next generation of innovative, equity-driven leaders.

Purpose

This document defines excellent teaching at Impact Public Schools. In order to meet our mission for students, all educators at IPS will work towards advanced performance every day. In line with our core value, Everyone Grows, IPS provides pathways of growth for educators of different experience levels beginning with the most novice entering as Teaching Fellows, progressing to Teacher, and the most experienced serving as Lead Teacher. This rubric meets our educators in their differing points of experience as they will each typically meet or exceed the following points in the rubric: Teacher Fellows at or beyond "Working Towards"; Teachers at or beyond "Proficient", and Lead Teachers at "Proficient" or "Advanced". This tool, in conjunction with student performance data, defines when educators move to the next phase.

Context

This document is broken into six sections with room for comments and reflection at the end of each section. Click on each heading within the Table of Contents below to efficiently get to each section.

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ASSESSMENT 4



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INSTRUCTION	Advanced	Proficient	Working Towards	Needs Improvement
<p>Establishing Learning Expectations and Student Engagement</p>	<ul style="list-style-type: none"> Serves as a model in establishing learning expectations, demands high expectations for student learning, behavior, and quality of work in a variety of ways, including: "Right is Right", "No Opt Out", and "Cold Call". Has developed a classroom culture where 95-100% of the students are engaged in the learning activity, as demonstrated by their attentiveness and participation. 	<ul style="list-style-type: none"> Establishes learning expectations, communicates, and demands high expectations for student learning, behavior, and quality of work in a variety of ways, including: "Right is Right", "No Opt Out", and "Cold Call". Has developed a classroom culture where 90% of the students are engaged in the learning activity. 	<ul style="list-style-type: none"> Inconsistently establishes learning expectations, communicates, and demands high expectations for student learning, behavior, and quality of work, and inconsistently uses "Right is Right", "No Opt Out", and "Cold Call", or uses them at inappropriate times. Has developed a classroom culture where 80% of the students are engaged in the learning activity. 	<ul style="list-style-type: none"> Does not succeed in establishing learning expectations, communicating, and/or demanding high expectations for student learning, behavior, and quality of work and does not use "Right is Right", "No Opt Out", and "Cold Call" to establish expectations. Less than 80% of students are engaged in the learning activity.



<p>Use of Instructional Strategies</p>	<ul style="list-style-type: none"> • Uses a wide variety of instructional strategies and activities that are academically rigorous and highly engaging. • Studio: Always ensures student learning through modeling, guided practice, and independent practice. • Workshop: Always guides student learning through inquiry-based best practices. • Actively seeks and implements new instructional strategies. 	<ul style="list-style-type: none"> • Uses a sufficient variety of instructional strategies and activities that are academically rigorous and highly engaging. • Studio: Consistently ensures student learning through modeling, guided practice, and independent practice. • Workshop: Consistently guides student learning through inquiry-based best practices. • Seeks and implements new instructional strategies. 	<ul style="list-style-type: none"> • Limited in the variety of instructional strategies and/or not all activities are academically rigorous and highly engaging. • Studio: Inconsistently uses modeling, guided practice, and independent practice. • Workshop: Inconsistently guides learning through inquiry-based practices. 	<ul style="list-style-type: none"> • May inappropriately rely on only one or two instructional strategies and activities, which are either not academically rigorous or engaging for students. • Studio: Does not use modeling, guided practice, and independent practice with any regularity. • Workshop: Does not guide learning through inquiry-based practices.
<p>Reaching the Range of Learners in a Classroom</p>	<ul style="list-style-type: none"> • Has established a consistent system of classroom procedures and assignments to reach a range of learners. • Constantly reflects on student learning to seek new ways to support all students, including students on both ends of the learning spectrum. 	<ul style="list-style-type: none"> • Regularly uses a system of classroom procedures and assignments to reach a range of learners. • Reflects on student learning to support all students, including students who have difficulties in the subject area. 	<ul style="list-style-type: none"> • Occasionally uses a system of classroom procedures and assignments to reach a range of learners, but most of the time, the teacher targets the average learner in the classroom. • Rarely reflects on student learning and sometimes supports students on either end of the learning spectrum. 	<ul style="list-style-type: none"> • Does not use a system of classroom procedures and assignments to target different learners, and the teacher only targets the average learner in the classroom. • Does not reflect on student learning and does not support students on either end of the learning spectrum.



<p>Pace of Instruction</p>	<ul style="list-style-type: none"> • Pace of instruction is always highly efficient, engaging, and urgent. • Adjusts the pace of instruction according to the needs of the activity, appropriately varying the pace throughout the lesson. • Classroom time is considered sacred and is used in a highly efficient manner. 	<ul style="list-style-type: none"> • Pace of instruction is usually efficient, engaging, and urgent. • Usually adjusts the pace of instruction according to the needs of the activity, appropriately varying the pace throughout the lesson. • Classroom time is clearly for teaching and learning. 	<ul style="list-style-type: none"> • Pace of instruction is inconsistently efficient, engaging, or urgent. • Only occasionally adjusts the pace of instruction and does not appropriately vary the pace throughout the lesson. • Most classroom time is for teaching and learning, but some time is lost in casual behavior. 	<ul style="list-style-type: none"> • Pace of instruction is not efficient, engaging, or urgent. • Does not adjust the pace of instruction according to the needs of the activity and does not vary the pace throughout the lesson. • Classroom time is not always for teaching and learning.
<p>Classroom Environment</p>	<ul style="list-style-type: none"> • Creates and frequently updates attractive bulletin boards and instructional and inspirational signage that supports student learning, including the Blackboard Configuration. • Quality and updated student work is posted inside. The classroom is well organized, neat and free of clutter. Project Plan Descriptions are consistently well maintained. • Models a high level of diversity, equity and inclusion in student interactions and instructional delivery. 	<ul style="list-style-type: none"> • Creates and regularly updates bulletin board boards and visual displays to support student learning, including the Blackboard Configuration. • The classroom is organized and free of clutter. • Demonstrates a consistent focus on diversity, equity and inclusion in student interactions and instructional delivery. 	<ul style="list-style-type: none"> • Has bulletin boards and visual displays that may be out of date or simply decorative, but the Blackboard Configuration is present. • The classroom is somewhat disorganized or cluttered. • Doesn't demonstrate a consistent focus on diversity, equity and inclusion in student interactions and instructional delivery. 	<ul style="list-style-type: none"> • Does not use bulletin boards and visual displays to support student learning, and/or the Blackboard Configuration is inadequate. • The classroom is disorganized and/or cluttered. • Not a positive learning environment • Doesn't demonstrate a focus on diversity, equity and inclusion in student interactions and instructional delivery.

COMMENTS ON INSTRUCTION



Strengths:

Areas for Growth and Action Plans:

ASSESSMENT	Advanced	Proficient	Working Towards	Needs Improvement
Checking for Understanding and Responsiveness to Daily Student Learning	<ul style="list-style-type: none"> Adeptly, efficiently and frequently uses a variety of checking for understanding techniques to constantly monitor student learning. Frequently and consistently uses higher order thinking questions to push student thinking Always uses real-time data to adjust instruction. Unrelentingly focuses on student mastery of specific, personalized objectives 	<ul style="list-style-type: none"> Consistently uses a sampling of checking for understanding techniques to constantly monitor student learning. Often uses higher order thinking questions to push student thinking Usually uses real-time data to adjust instruction. Usually focuses on student mastery of specific, personalized objectives 	<ul style="list-style-type: none"> Occasionally uses a few checking for understanding techniques to monitor student learning. Sometimes, but not consistently, uses higher order thinking questions to push student thinking Sometimes uses real-time data to adjust instruction. Inconsistently focuses on student mastery of objectives 	<ul style="list-style-type: none"> Does not employ techniques to check for understanding and plows ahead without monitoring student understanding. Does not use higher order thinking questions to push student thinking Does not use real-time data to adjust instruction. Does not focus on student mastery of objectives



<p>Ability to Analyze Assessment Results</p>	<ul style="list-style-type: none"> Analyzes classroom and school assessment results in ways that are highly effective in the understanding of student learning needs. Thoroughly plans with detail to address learning needs. Always implements the plans, incorporating them seamlessly into daily lesson plans and adjusting them as necessary. 	<ul style="list-style-type: none"> Analyzes classroom and school assessment results in ways that are often effective in the understanding of student learning needs. Thoroughly plans to address learning needs post-assessment. Implements that plan as written and ensures that re-teaching a spiraling happens. 	<ul style="list-style-type: none"> Does not thoroughly analyze assessment results to understand student progress and learning needs. Only puts in minimal effort in developing plans to address learning needs post assessment. Lacks detail and thoughtful analysis Inconsistent in implementing that plan as written so that re-teaching and spiraling does not always happen. 	<ul style="list-style-type: none"> Little evidence that teacher uses assessment results to understand student progress and learning needs. Does not plan to address learning needs post-assessment, or the plan is inadequate. Does not follow through on plan.
<p>ASSESSMENT</p>	<p>Advanced</p>	<p>Proficient</p>	<p>Working Towards</p>	<p>Needs Improvement</p>
<p>Appropriateness of Response to Assessment Results</p>	<ul style="list-style-type: none"> Provides fair, accurate, and constructive feedback to students on their progress, especially after a major assessment. Graded work is returned quickly. Always takes full responsibility for student failure and constantly works to respond to the students' learning needs. Uses small group and 1:1 support strategically to address student learning needs. 	<ul style="list-style-type: none"> Usually provides fair, accurate, and constructive feedback to students on their progress, especially after a major assessment. Graded work is returned within a reasonable amount of time. Takes full responsibility for student failure and works to respond to the students' learning needs. Uses small group and 1:1 support as a way to address needs. 	<ul style="list-style-type: none"> Inconsistently provides fair, accurate, and/or constructive feedback to students on their progress. Graded work is returned to students late. Does not always take full responsibility for student failure, allowing large numbers of students to fail. Does not use small group and 1:1 support strategically. 	<ul style="list-style-type: none"> Does not provide timely, fair, accurate, and constructive feedback to students on their progress. Graded work is returned very late or not at all, and the teacher does not grade an adequate number of assignments. Does not always take full responsibility for student failure, allowing large numbers of students to fail and/or lowering expectations to let student



				pass too easily. Blames students for failure.
Students' Level of Growth	• 80% or more of students meet growth targets on NWEA MAP assessment.	• 75% of students meet growth targets on NWEA MAP assessment.	• 65% of students meet growth targets on NWEA MAP assessment.	• Less than 65% of students meet growth targets on NWEA MAP assessment.

COMMENTS ON ADAPTING INSTRUCTION AND ASSESSMENT

Strengths:

Areas for Growth and Action Plans:

CURRICULUM	Advanced	Proficient	Working Towards/Fair	Needs Improvement
Intellectual Prep	Serves as model/leader for other teachers in GLT meetings	Actively participates in GLT meetings	Inconsistent engagement in GLT meetings	Isn't fully engaged in GLT meetings
Lesson Prep	<ul style="list-style-type: none"> Lessons are clearly aligned with the objectives that are outlined in the curriculum. All objectives are student centered, measurable, attainable, and challenging. Lessons are highly detailed, with scripted questions, anticipated challenges, and interspersed checking for understanding. 	<ul style="list-style-type: none"> Lessons are aligned with the content and skill objectives that are outlined in the curriculum. Most objectives meet all of the following criteria: student centered, measurable, attainable, and challenging. Lessons are detailed, with some scripted questions, and interspersed checking for understanding. 	<ul style="list-style-type: none"> Lessons are inconsistently aligned with the content and skill objectives that are outlined in the curriculum. Objectives consistently fail to meet one of the following criteria: student-centered, measurable, attainable, and challenging. Lessons have a basic outline of activities with no scripted questions or 	<ul style="list-style-type: none"> Lessons are regularly not aligned with the content and skill objectives that are outlined in the curriculum. Objectives consistently fail to meet one of the following criteria: student-centered, measurable, attainable, and challenging. Lessons are superficial and incomplete. Goals and objectives are not being satisfied



	<ul style="list-style-type: none"> Goals and objectives are always being satisfied through the lesson's activities. All activities and objectives are well aligned 	<ul style="list-style-type: none"> Goals and objectives are frequently being satisfied through the lesson's activities. Activities and objectives are well aligned 	<ul style="list-style-type: none"> interspersed checking for understanding. Goals and objectives are inconsistently being satisfied through the lesson's activities. Activities are not always aligned with objectives 	<ul style="list-style-type: none"> through the lesson's activities. Activities and objectives are not aligned
Lesson Materials	<ul style="list-style-type: none"> All student materials are always rigorous, attractive, error-free, and conducive to high-quality work. 	<ul style="list-style-type: none"> Most student materials are rigorous, attractive, error-free, and conducive to high-quality work. 	<ul style="list-style-type: none"> Student materials are inconsistently rigorous, attractive, error-free, and conducive to high-quality work. 	<ul style="list-style-type: none"> Student materials consistently fail to meet more than one of the following criteria: rigor, attractiveness, error free, and conducive to high-quality work.
Modification of Material for Students with Special Needs	<ul style="list-style-type: none"> Always makes necessary curriculum modifications for students with special needs, communicating frequently with the learning specialist(s). Assumes full responsibility for student achievement and seeks innovative ways to support them. 	<ul style="list-style-type: none"> Usually makes necessary curriculum modifications for students with special needs, communicating regularly with the learning specialist(s). Assumes full responsibility for supporting all students. 	<ul style="list-style-type: none"> Inconsistently makes curriculum modifications for students with special needs and inconsistently communicates with the learning specialist(s). Does not always assume full responsibility for supporting all students. 	<ul style="list-style-type: none"> Does not make necessary curriculum modifications for students with special needs and/or does not communicate with the learning specialist(s). Fails to assume full responsibility for supporting all students.

COMMENTS ON CURRICULUM

Strengths:

Areas for Growth and Action Plans:



CLASSROOM MANAGEMENT	Advanced	Proficient	Working Towards	Needs Improvement
<p>Classroom Tone: Strong Voice and Positive Framing</p>	<ul style="list-style-type: none"> The tone of classroom is always efficient, respectful, joyful and positive, creating a "Warm/Strict" environment. Frequently implements "Positive Framing" by narrating positive student behaviors (rather than calling out the negative) and using praise, challenge and talking aspiration to motivate the students instead of narrating what not to do. Ratio of positive comments to redirection exceeds 7:1. Always builds ownership with "Strong Voice" using economy of language, quiet power, do not talk over, square up/stand still, and nonverbal authority. 	<ul style="list-style-type: none"> The general tone of the classroom is efficient, respectful, joyful and positive, creating a generally "Warm/Strict" environment. Implements "Positive Framing" by narrating positive student behaviors (rather than calling out the negative) and using praise, challenge and talking aspiration to motivate the students instead of narrating what not to do. Ratio of positive comments to redirection averages 7:1. Often builds ownership with "Strong Voice" using economy of language, quiet power, do not talk over, square up/stand still, and nonverbal authority. 	<ul style="list-style-type: none"> The general tone of the classroom is inconsistent in efficiency, respectfulness, joyfulness and positivity. Sometimes narrates negative student behaviors OR inconsistently uses praise, challenge or aspiration to motivate students instead of narrating what not to do. Ratio of positive comments to redirection is less than 7:1. Rarely builds ownership with "Strong Voice" using economy of language, quiet power, do not talk over, square up/stand still, and nonverbal authority. 	<ul style="list-style-type: none"> The general tone of classroom is inefficient, disrespectful, blaming and/or negative. Does not use "Positive Framing", and does not work to motivate students Redirection exceeds number of positive comments. Does not use h "Strong Voice", economy of language, quiet power, do not talk over, square up/stand still, and nonverbal authority.



<p>Alignment with School Culture</p>	<ul style="list-style-type: none"> • School Agreements, IPS Core Values, and expectations for behavior are clearly enforced and emphasized. • Implements a multitude of management strategies so well that students are empowered to effectively drive their own learning. 	<ul style="list-style-type: none"> • School Agreements, IPS Core Values, and expectations for behavior are mostly enforced and emphasized. • Implements several management strategies well so that the students are beginning to drive their own learning. 	<ul style="list-style-type: none"> • School Agreements, IPS Core Values, and expectations for behavior are enforced and emphasized but with mixed effectiveness. • Implements management strategies but with mixed effectiveness. Student behaviors can distract learning. 	<ul style="list-style-type: none"> • Does not enforce or emphasize School Agreements, IPS Core Values, and expectations for behavior • Management strategies are generally not employed or employed ineffectively & classroom learning suffers from a lack of management.
<p>Classroom Procedures and "What to Do"</p>	<ul style="list-style-type: none"> • There is always a prompt start, smooth finish to class. • The classroom runs like clockwork, and students seem routinized to all procedures. • Hallway transitions are a model of respect and efficiency. • Gives "What to Do" directions that are specific, concrete, sequential, and observable. 	<ul style="list-style-type: none"> • There is usually a prompt start, a smooth finish to class. • The classroom runs efficiently, and students seem routinized to all procedures. • Hallway transitions are smooth, respectful and efficient. • Gives "What to Do" directions that are specific, concrete, sequential, and observable, but sometimes the directions need to be rephrased. 	<ul style="list-style-type: none"> • The class may not have a prompt start or a smooth finish. • Some classroom routines are efficient, while others are not, causing a lack of flow in the classroom. • Hallway transitions are not consistently smooth, respectful and efficient. • Sometimes gives directions that are not specific, concrete, sequential and/or observable. . 	<ul style="list-style-type: none"> • The classroom does not have a prompt start or a smooth finish. • There are no clear routines OR routines are poorly executed, causing a lack of flow in the class. • Hallway transitions are inefficient, disrespectful and/or noisy. • Gives directions that are vague and difficult to follow/understand.



<p>Level of On Task Behavior and 100%</p>	<ul style="list-style-type: none"> In a lesson, all students are on task at all times, and there are no side conversations. The teacher always notices and addresses off-task behavior. If a student moves off task, teacher immediately addresses the student always using the least invasive form of intervention and without major adjustments to the pace of instruction. 	<ul style="list-style-type: none"> In a lesson, nearly all students are on task at all times, and there are few, if any side conversations. The teacher usually notices and addresses off-task behavior. If a student moves off task, teacher immediately addresses the student frequently using the least invasive form of intervention. 	<ul style="list-style-type: none"> In a lesson, 80% of students are consistently on task. The teacher does not always notice AND/OR address off-task behavior The teacher does not consistently use the least invasive form of intervention. 	<ul style="list-style-type: none"> In a lesson, fewer than 80% of students are on task. The teacher usually does not notice off-task behavior AND/OR address off task behavior. The teacher does not use the least invasive form of intervention, and much class time is wasted with efforts to refocus the class.
<p>Ability to Refocus a Class and "Do It Again"</p>	<ul style="list-style-type: none"> Always recognizes the need to refocus a class. Successfully uses "Do It Again" when appropriate, and moments of "Do It Again" are always positive and end in success. There is little recognizable need for "Do It Again" because there is 100% student ownership. 	<ul style="list-style-type: none"> Usually recognizes the need to refocus a class. Successfully uses "Do It Again" when appropriate, and moments of "Do It Again" are usually positive and end in success. There is only an occasional need for "Do it Again" because student ownership is developing consistently. 	<ul style="list-style-type: none"> Inconsistently recognizes the need to refocus a class and may allow problems to escalate. Does not always use "Do It Again" when appropriate, and/or moments of "Do It Again" do not always end in success. 	<ul style="list-style-type: none"> Demonstrates an inability to recognize when a class needs to be refocused and/or lets problems escalate. Use of "Do It Again" escalates problems rather than refocuses students.



<p>Dealing with Challenging Situations and Students</p>	<ul style="list-style-type: none"> Always deals appropriately with challenging situations and students without derailing the learning process. Deftly applies elements of "Strong Voice" to address challenges. Does not ever engage in student excuses/distractions during redirection of student misbehavior. Always follows up with student at an appropriate time. Students nearly always respond respectfully to redirection as a sign of a strong relationship built on trust and mutual respect. Always knows when and how to diffuse situations with students and/or when to involve school leaders. 	<ul style="list-style-type: none"> Normally deals in an appropriate way with challenging situations and students. Applies elements of "Strong Voice" to address challenges. Rarely engages student excuses/distractions during correction of student misbehavior. Usually follows up with student at an appropriate time. Students usually respond respectfully to redirection as a sign of a strong relationship built on trust and mutual respect. Usually knows when and how to diffuse these situations and/or when to involve school leaders. 	<ul style="list-style-type: none"> Does not consistently deal in an appropriate way with challenging situations and students. Inconsistently applies elements of "Strong Voice" and students do not comply. Sometimes engages in student excuses/distractions during correction of student behavior. Sometimes follows up with student at an appropriate time. Students inconsistently respond respectfully. Does not always know when and how to diffuse these situations, sometimes escalating problems. The teacher may be too reliant on or does not utilize school leaders. 	<ul style="list-style-type: none"> Has difficulty dealing with challenging situations and students AND/OR does not deal with them appropriately. Does not apply elements of "Strong Voice" and students do not respond respectfully and/or do not comply. Often engages in student excuses/distractions during correction of student behavior. Rarely follows up with student. Students do not respond respectfully to redirection, resulting in escalated problems which cause an unsafe or off-task learning environment. Over-reliant on or does not involve school leaders at appropriate times.
<p>CLASSROOM MANAGEMENT</p>	<p>Advanced</p>	<p>Proficient</p>	<p>Working Towards</p>	<p>Needs Improvement</p>



<p>Relationships with Students</p>	<ul style="list-style-type: none"> Creates a climate of caring in the classroom by addressing students in a respectful and positive manner. Positive relationships with students support learning in the classroom. Demonstrates open concern and develops a sense of responsibility for students' academic and personal growth. Teacher demonstrates that s/he will not give up on students. 	<ul style="list-style-type: none"> Addresses students in a respectful and professional manner. Positive relationships with students usually support learning in the classroom. Willing to go above and beyond to help students. 	<ul style="list-style-type: none"> Does not consistently address students in a professional manner Fails to establish positive relationships with students that support learning. 	<ul style="list-style-type: none"> Does not address students in a professional manner. Relationships with students are inappropriate. Explanation:
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COMMENTS ON CLASSROOM MANAGEMENT

Strengths:

Areas for Growth and Action Plans:



PROFESSIONALISM	Advanced	Proficient	Working Towards	Needs Improvement
Relationships with Families	<ul style="list-style-type: none"> Communicates regularly and often with families to inform them of the instructional program, as well as shares observations about the emotional and social development of the students. Makes frequent, usually proactive phone calls, keeping parents informed of successes and struggles. Ratio is two positive calls for every concern call. Returns all phone calls from families within 24 hours. 	<ul style="list-style-type: none"> Communicates frequently with families to inform them of the instructional program and student progress. Makes regular, sometimes pro-active phone calls, keeping parents informed of successes and struggles. Ratio is one positive phone call for each concern call. Returns most phone calls from families within 24 hours. 	<ul style="list-style-type: none"> Communicates sporadically with families to inform parents of the instructional program and student progress. Makes infrequent phone calls, keeping parents informed of successes and struggles OR phone calls are usually reactive. Infrequently makes positive calls. Does not consistently return phone calls from families within 24 hours. 	<ul style="list-style-type: none"> Makes little or no attempt to inform families of student progress. Rarely makes phone calls to parents. Only makes concern calls. Does not regularly return phone calls to parents.
Relationships with Colleagues/ School	<ul style="list-style-type: none"> Relationships with colleagues are extremely positive, collaborative, and generous. Assumes leadership among colleagues, often supporting them and engaging in professional exchange. Exerts a positive influence on the entire faculty. 	<ul style="list-style-type: none"> Relationships with colleagues are positive and collaborative. Regularly engages in professional exchange with colleagues. Upbeat, positive and does not complain often. Often models IPS Core Values. 	<ul style="list-style-type: none"> Relationships with colleagues are uneven, and collaboration is not consistently evident. Occasionally engages in professional exchange with colleagues. Can be negative and or complain about school, job, and kids. Frequently models IPS Core Values. 	<ul style="list-style-type: none"> Relationships with colleagues negatively affect the working environment, and collaboration is not evident. Rarely engages in professional exchange with colleagues. Complains frequently and is negative about the school/job/kids.



	<ul style="list-style-type: none"> Models all IPS Core Values regularly. 			<ul style="list-style-type: none"> Doesn't model IPS Core Values.
<p>Additional Contributions and Responsibilities</p>	<ul style="list-style-type: none"> Puts in an extraordinary amount of time and effort to contribute to student and school success. Independently assumes additional responsibilities when necessary and demonstrates leadership. Always willing to lead and/or pitch in with events or other school needs. 	<ul style="list-style-type: none"> Puts in extra time and effort to contribute to student and school success. Often assumes additional responsibilities when necessary, especially when asked. Willing to pitch in and help with events or school needs. 	<ul style="list-style-type: none"> Puts in sufficient time and effort to contribute to student and/or school success. Occasionally assumes additional responsibilities. 	<ul style="list-style-type: none"> Puts in minimal time and effort to contribute to student and school success. Does not assume additional responsibilities.
<p>Timeliness (School Day, Classes, Meetings)</p>	<ul style="list-style-type: none"> Always punctual for the school day, scheduled classes/pick-up times, and/or meetings. 	<ul style="list-style-type: none"> Usually punctual for the school day, scheduled classes/pick-up times, and/or meetings. 	<ul style="list-style-type: none"> Inconsistently punctual for the school day, scheduled classes/pickup times, and/or meetings. 	<ul style="list-style-type: none"> Rarely on time for the school day, scheduled classes/pick-up times, and/or meetings.
<p>Urgency</p>	<ul style="list-style-type: none"> Always communicates a tangible, calm sense of urgency in tone, movement, intensity, enthusiasm and preparation. 	<ul style="list-style-type: none"> Mostly communicates a calm sense of urgency (tone, movement, intensity, enthusiasm and preparation). 	<ul style="list-style-type: none"> Inconsistently communicates a calm sense of urgency (tone, movement, intensity, enthusiasm and preparation). 	<ul style="list-style-type: none"> Fails to communicate a calm sense of urgency (tone, movement, intensity, enthusiasm and preparation).
<p>Ability to Meet Deadlines</p>	<ul style="list-style-type: none"> Always meets deadlines for attendance, lesson plans, progress reports, and/or report cards, as well as assessment analysis/reflections. 	<ul style="list-style-type: none"> Usually meets deadlines for attendance, lesson plans, progress reports, and/or report cards as well as assessment analysis/reflections. 	<ul style="list-style-type: none"> Inconsistently meets deadlines for attendance, lesson plans, progress reports, and/or report cards, as well as assessment analysis/reflections. 	<ul style="list-style-type: none"> Consistently does not make deadlines for attendance, lesson plans, progress reports, and/or report cards as well as assessment analysis/reflections.



<p>Organization</p>	<ul style="list-style-type: none"> Always ensures google drive folder is organized, up-to-date and replicable Always ensures faculty webpage is current, relevant, and professional. 	<ul style="list-style-type: none"> Usually ensures google drive folder is organized, up-to-date and replicable Usually ensures faculty webpage is current, relevant, and professional. 	<ul style="list-style-type: none"> Inconsistently ensures google drive folder is organized, up-to-date and replicable Inconsistently ensures faculty webpage is current, relevant, and professional. 	<ul style="list-style-type: none"> Doesn't ensure google drive folder is organized, up-to-date and replicable Doesn't ensure faculty webpage is current, relevant, and professional.
<p>Professional Stance</p>	<ul style="list-style-type: none"> Dress always models professional attire. Attitude is optimistic and respectful of students, families, colleagues, and school leaders. Always optimistic during faculty meetings and participates actively. Never uses cell phone during sacred class, professional development time or when responsible for student supervision (except in the case of an emergency). 	<ul style="list-style-type: none"> Dress is professional. Attitude is respectful of students, families, colleagues, and school leaders. Professional during faculty meetings and participates often. Never uses cell phone during sacred class, professional development time or when responsible for student supervision (except in the case of an emergency). 	<ul style="list-style-type: none"> Dress is mostly professional. Attitude is inconsistently professional with students, families, colleagues, and/or school leaders. Sometimes disengaged in faculty meetings and/or participates infrequently. Sometimes uses cell phone during sacred class, professional development time or when responsible for student supervision. 	<ul style="list-style-type: none"> Dress is not professional. Attitude is negative, inappropriate, and/or disrespectful to students, families, colleagues, and school leaders. Usually disengaged in faculty meetings and does not participate frequently. Uses cell phone during inappropriate times.

COMMENTS ON PROFESSIONALISM

Strengths:

Areas for Growth and Action Plans:



PROFESSIONAL DEVELOPMENT	Advanced	Proficient	Working Towards	Needs Improvement
Professional Development Participation and Implementation	<ul style="list-style-type: none"> • Has a leadership presence in professional development workshops. • Actively seeks out and implements professional development strategies in his/her classroom. • Successfully and quickly implements strategies presented in PD in plans and classroom practice. • Actively supports other teachers in their developed expertise. 	<ul style="list-style-type: none"> • Actively participates in professional development workshops. • Actively seeks out and implements professional development strategies in his/her classroom. • Successfully implements strategies presented in PD in plans and classroom practice. 	<ul style="list-style-type: none"> • Sometimes participates actively in professional development workshops. • Occasionally seeks out and implements professional development strategies in his/her classroom. • Sometimes implements strategies presented in PD, but does so inconsistently in plans. 	<ul style="list-style-type: none"> • Not an active participant in professional development workshops. • Does not take steps to seek out or utilize professional development strategies. • Rarely implements new strategies presented in PD.
Openness to Feedback	<ul style="list-style-type: none"> • Consistently seeks leader's and other faculty members' support at appropriate times. • Eagerly reflects upon and responds to feedback with openness and a commitment to continuous improvement. 	<ul style="list-style-type: none"> • Frequently seeks leader's and other faculty members' support at appropriate times. • Reflects upon and responds to feedback with openness. • Implements feedback from school leaders. 	<ul style="list-style-type: none"> • Seeks leader's and other faculty member' support infrequently, or not at appropriate times • Inconsistently reflects upon and responds to feedback OR does not always have an open attitude. 	<ul style="list-style-type: none"> • Does not seek leader's or faculty members' support at necessary times. • Does not reflect upon or respond to feedback AND does not accept feedback with openness.



	<ul style="list-style-type: none"> • Immediately implements feedback from school leaders. • Actively contributes thoughtful, constructive, solutions-oriented, values-aligned feedback to school leaders and colleagues to ensure we meet our collective mission. 	<ul style="list-style-type: none"> • Frequently contributes thoughtful, constructive, solutions-oriented, values-aligned feedback to school leaders and colleagues to ensure we meet our collective mission. 	<ul style="list-style-type: none"> • Does not implement feedback from school leaders in a timely or consistent manner. • Inconsistently contributes feedback to school leaders and colleagues or contributes feedback that isn't always thoughtful, constructive, solutions-oriented or values-aligned. 	<ul style="list-style-type: none"> • Does not implement feedback from school leaders. • Doesn't provide feedback and/or doesn't provide feedback that is thoughtful, constructive, solutions-oriented or values-aligned.
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COMMENTS ON PROFESSIONAL DEVELOPMENT

Strengths:

Areas for Growth and Action Plans:

Classroom Instructor Reflection Form

After reflecting on my evaluation...

I am pleased about:

I plan to work on the following goals:

I have questions about or could use assistance with:

Attachment 13: New School Application



NEW CHARTER SCHOOL APPLICATION

For Schools Opening in the 2021-2022 School Year

Issue Date: September 03, 2019

Updated: January 15, 2020

Due Date: 5:00 p.m. PT February 28, 2020

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For more information about the contents of this document, please contact:

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Attn: Executive Director
PO Box 40996, Olympia, WA 98504-0996
charterschoolinfo@k12.wa.us
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INTRODUCTION

The Washington State Charter School Commission (Commission) was created in 2013, after the approval of Initiative 1240, and ratified when Engrossed Second Substitute Senate Bill 6194 became law in April 2016, to serve as a statewide charter school authorizer. The 11-member Commission is tasked with running a process to approve new charter schools, and effectively monitor the schools it authorizes through ongoing oversight. Per the Charter School Act, the Commission has established its strategic vision for authorizing to guide its work:

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

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

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

Note: at-risk students are defined in RCW 28A.710.010(2):

“At-risk student” means a student who has an academic or economic disadvantage that requires assistance or special services to succeed in educational programs. The term includes, but is not limited to, students who do not meet minimum standards of academic proficiency, students who are at risk of dropping out of high school, students in chronically low-performing schools, students with higher than average disciplinary sanctions, students with lower participation rates in advanced or gifted programs, students who are limited in English proficiency, students who are members of economically disadvantaged families, and students who are identified as having special educational needs.

The Commission is an agency that is guided by its mission, strives to achieve its vision, and aspires to operate in alignment with a set of core values.

Mission

To authorize high-quality charter public schools and provide effective oversight and transparent accountability to improve educational outcomes for at-risk students.

Vision

Foster innovation and ensure excellence so that every student has access to and thrives in a high-quality public school.

Values

- Accountability/Responsibility*
- Transparency*
- Innovation*
- High Expectations*

The Charter School Act requires the Commission to issue a solicitation for applications (New Charter School Application) to open new charter schools annually. Through the issuance of this New Charter School Application, the Commission seeks applicants to open new high-quality charter schools throughout the State of Washington that are aligned with its strategic vision. Since its inception, the Commission has worked to develop and refine a rigorous, thorough, and transparent new school solicitation process.

DEFINITIONS

The Commission is committed to authorizing schools that are culturally responsive. The Commission requires applicants to demonstrate how they will implement the following concepts throughout their application:

Agency (Student, Teacher, Family)

The Commission understands "agency" to be a recognition that every person has inherent assets shaped by their own unique life experience and should be encouraged and empowered to make choices about and take an active role in shaping their own education. Outcomes improve when people have agency in their education. Therefore, effective schools promote agency in their students, teachers, and the students' families.

Educational Equity

The Washington State Charter School Commission (Commission) is committed to fostering innovation and ensuring excellence so that every student has access to and thrives in a high-quality public school.

As the state's only non-district and statewide charter school authorizer, the Commission's mission is to authorize high-quality charter public schools, especially schools designed to expand opportunities for students who have been underserved, and to ensure the highest standards of accountability and oversight for these schools.

The Commission is committed to closing opportunity gaps between the state’s most and least privileged groups of students within the educational system. It has a moral and legal obligation to cultivate charter schools where socio-economic status and protected groups status such as race, gender, language, sexual orientation, national origin, and disability cease to be a predictor of academic and life outcomes. Educational equity benefits all students and our entire community.

The Commission will align its practices, policies and procedures and support the charter schools it authorizes and oversees to achieve and maintain educational equity.

Inclusion

Inclusion involves bringing together and harnessing diverse forces and resources in a way that is beneficial to all. Inclusion puts the concept and practice of diversity into action by creating an environment of involvement, respect, and connection — where the richness of ideas, backgrounds, and perspectives are harnessed to create value. Organizations need diversity, equity, and inclusion to be successful.¹

Culturally Responsive Pedagogy

Culturally-responsive pedagogy is the use of cultural knowledge, prior experiences, frames of reference, and performance styles of ethnically diverse students to make learning encounters more relevant to, and effective for, them.²

Cultural Competence

Cultural competence is based on integrating the awareness and learned skills needed to effectively and sensitively educate, work with, and serve people from diverse backgrounds and social identities. These skills enable the educator to build on the cultural and language assets and qualities that young people bring to the classroom rather than viewing them as deficits.³

Cultural competence allows educators to ask questions about their instructional practice in order to successfully teach students who come from different cultural backgrounds.

Developing skills in cultural competence is like learning a language, a sport, or an instrument. The learner must learn, relearn, continuously practice, and develop in an environment of constant change. Cultures and individuals are dynamic – they constantly adapt and evolve.

¹ The Equity Lab, “Glossary of Commonly-Used Words and Ideas” www.equitylab.org

² Geneva Gay: https://www.cwu.edu/teaching-learning/sites/cts.cwu.edu/teaching-learning/files/documents/CulturallyResponsiveTeaching_TheoryResearchandPractice,%20Geneva%20Gay.PDF

³ Leadscape, National Institute for Urban School Improvement. (2010) Culturally Responsive Coaching for Inclusive Schools. (p. 4) Tempe, AZ: Mulligan, E. M., Kozleski, E. M.

Cultural competence is:

1. Knowing the community where the school is located,
2. Understanding all people have a unique world view,
3. Using curriculum and implementing an educational program that is respectful of and relevant to the cultures represented in its student body,
4. Being alert to the ways that culture affects who we are,
5. Places the focus of responsibility on the professional and the institution,
6. Examining the negative and disproportionate impact of systems, structures, policies and practices on all students and families particularly those who come from different cultures and background.

ADMINISTRATIVE INFORMATION AND REQUIREMENTS

ELIGIBILITY

This New Charter School Application process seeks applications for schools that plan to open and serve students in the 2021-2022 school year. Applicants may request an additional planning year (school to open in 2022-2023), but the school must provide good cause for delaying the proposed school's opening. This delay, if granted by the Commission, will count as an extension of the school's one year planning delay under RCW 28A.710.160. All applications will be reviewed for the same standards regardless of their intended opening date.

By law, only nonprofit organizations may operate charter schools in the state of Washington. An applicant must be either a public benefit nonprofit corporation as defined in RCW 24.03.490, or a nonprofit corporation as defined in RCW 24.03.005 that has applied for tax exempt status under section 501(c)(3) of the Internal Revenue Code of 1986 (26 U.S.C. Sec. 501(c)(3)). The nonprofit corporation may not be a sectarian or religious organization and must meet all of the requirements for a public benefit nonprofit corporation before receiving any funding under RCW 28A.710.220.

Additionally, contracts for management operation of a charter school may only be with nonprofit organizations. Contracts with education service providers for substantial educational services, management services, or both, must also be with a nonprofit organization. Proof of nonprofit corporation status of such contractors must be provided.

Applications will be reviewed for satisfaction of the eligibility requirements (see Completeness Review). If these eligibility requirements are not met, the application may be summarily rejected.

Please note that the terms "application" and "proposal" are used interchangeably throughout this document.

RESERVATION OF RIGHTS

The Commission reserves the right to reject any and all applications for any reason, reissue the New Charter School Application, or cancel the New Charter School Application, as deemed appropriate by the Commission. **Applicants are expected to review this New Charter School Application closely and monitor any revisions made to the process or content.**

PROPER COMMUNICATION

Upon release of this New Charter School Application, all applicant communications must be directed to the New Charter School Application Coordinator. Unauthorized contact with other state employees or representatives may result in disqualification. All oral communications will be considered unofficial and non-binding. Applicants should rely only on written statements issued by the New Charter School Application Coordinator.

2021-22 New Charter School Application

Amanda Martinez, New Charter School Application Coordinator Telephone: (360) 725-5511
Washington State Charter School Commission Email: amanda.martinez@k12.wa.us
PO Box 40996
Olympia, WA 98504-0996

AMENDMENTS AND REVISIONS

The Commission reserves the right to revise the New School Application Timeline (Timeline in Appendix A) or other portions of this New Charter School Application at any time. The Commission may correct errors in this document (identified either by the Commission or an applicant). Any changes or corrections will be by one or more written amendment(s), dated, and posted with this New Charter School Application at <https://charterschool.wa.gov/applying/application-information/application-materials/>.

Applicants are responsible for checking the Commission’s website for changes and should do so frequently. The Commission will not be responsible for notifying applicants of changes in any other manner. All changes must be authorized and issued in writing by the New Charter School Application Coordinator. If there is any conflict between amendments, or between an amendment and the New Charter School Application, whichever document was issued last in time shall be controlling.

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

COST OF APPLICATION PREPARATION

Applicants are solely responsible for the costs associated with preparing and presenting an application, as well as any costs associated with participation in the application review process. The Commission will not reimburse applicants for any costs associated with this New Charter School Application.

APPLICATION PROPERTY OF THE COMMISSION

All materials submitted in response to this New Charter School Application become the property of the Commission. The Commission has the right to use any of the ideas presented in any material offered. Approval or rejection of an application does not affect this right.

WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES

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

ERRORS IN APPLICATION

Applicants are liable for all errors or omissions contained in their applications. Applicants will not be allowed to alter application documents after the deadline. The Commission is not liable for any such errors. The Commission reserves the right to contact the applicant for clarification of application contents, including through the Capacity Interview process.

MISREPRESENTATIONS ON APPLICATION

An application containing a material misrepresentation in the information or documentation submitted may be denied. A material misrepresentation includes, but is not limited to, one that is inaccurate or misleading, or a representation that, if accurately reported, could impact the rating that an applicant would receive on any applicable criteria. If, after a school is authorized, it is learned that the application contained a material misrepresentation, the resulting contract may be deemed null and void by the Commission.

PLAGIARISM

The content of an application must be a product of the applicant’s own efforts and shall not be copied from other sources, with the exception of quotes that are properly attributed. For applications containing material whose original source is not their own, the applicant must properly and completely attribute the material to its primary source and show that it has permission to utilize the material. Plagiarism is strictly prohibited and will result in automatic disqualification of the application. If, after a school is authorized, it is learned that a portion of the application was plagiarized, the resulting contract may be deemed null and void by the Commission.

MINORITY AND WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with RCW 39.19, the Commission encourages participation in applications in response to this New Charter School Application by organizations certified by the Office of Minority and Women’s Business Enterprises (OMWBE), on a direct or subcontractor basis. However, no preference for charters, including such organizations, will be given in the evaluation of applications, no minimum level of OMWBE participation shall be required as a condition for approval of a charter, and applications will not be rejected or considered non-responsive on that basis.

NO OBLIGATION TO CONTRACT

The Commission may deny applications that fail to meet statutory or authorizer requirements (RCW 28A.710.140). The Commission also reserves the right to refrain from contracting with any and all applicants.

WITHDRAWAL OF APPLICATION

Applicants may withdraw an application that has been submitted prior to the Commission Resolution Meeting (identified on the Timeline). To accomplish application withdrawal, a written request (an email attachment is allowed) signed by an authorized representative of the applicant must be submitted to the New Charter School Application Coordinator by 5:00 p.m. PT on June 21, 2020.

Failure to respond to the Commission according to the Timeline, or failure to respond to an inquiry or communication from the Commission to the applicant's designated representative, shall be deemed a withdrawal.

NOTIFICATION OF COMMISSION DECISIONS

All applicants will be notified by email after a decision has been made. The date of notification will be the date the email is sent.

TERMS AND PROVISION OF THE SAMPLE CONTRACT

Submission of an application constitutes acceptance of the solicitation contents and the sample contract constitutes acceptance of all terms and requirements stated therein. The sample contract, which is incorporated by reference, is located on the Commission's website at <https://charterschool.wa.gov/applying/application-information/application-materials/>.

COMPONENTS OF THE APPLICATION PROCESS

Application Orientation

Four in-person New Charter School Application Orientations designed to support prospective charter school applicants will be conducted. The dates and locations of each orientation can be found on the Timeline. The purpose of these day-long orientations is to deepen applicants' understanding of:

1. The requirements and expectations of the New Charter School Application;
2. How applications will be evaluated;
3. The purpose and format of the Capacity Interview and Public Forum; and
4. Changes that have occurred to the New Charter School Application since the last cycle.

For more information regarding the New Charter School Application Orientations, please visit <https://charterschool.wa.gov/applying/application-information/>.

Applicant Questions

Clarifying questions from applicants about the New Charter School Application, its content and/or evaluation standards will be allowed consistent with the *Timeline*. All questions must be submitted in writing (email acceptable) to the New Charter School Application Coordinator. Official written Commission responses will be provided for questions received by the deadlines, and will be posted at <https://charterschool.wa.gov/applying/application-information/>. Questions received after the deadline will be answered at the Commission's discretion. For this reason, applicants are encouraged to read the application and pose any and all questions well in advance of the deadline.

Applicants submitting questions will not be identified. Verbal responses to questions will be considered unofficial and non-binding. Only written responses posted to the Commission website listed above will be considered official and binding.

Applicants are encouraged to review the requirements of this New Charter School Application carefully, and submit any comments and recommendations to the New Charter School Application Coordinator. Where application requirements appear to prohibit or restrict an organization’s participation, an explanation of the concern as well as suggested alternative language should be submitted in writing to the New Charter School Application Coordinator by the deadline for Applicant Questions and Comments in the Timeline.

Applicant Complaints

Applicants are expected to raise any questions, exceptions, or requested additions they have concerning the New Charter School Application requirements early in the New Charter School Application process. Applicants may submit specific complaints to the New Charter School Application Coordinator if the applicant believes the New Charter School Application contains inadequate or improper criteria, or that the application evaluation process unnecessarily restricts competition, or is flawed or unfair. The complaint must be made in writing to the New Charter School Application Coordinator before the due date set forth in the Timeline. The complaint should clearly articulate the basis for the complaint and include a proposed remedy. Complaints already raised may not be raised again during the Protest Procedures described on pages 17-18.

The New Charter School Application process will continue while complaints are being reviewed and responses are presented. Should an applicant complaint identify a change that would be in the best interest of the State to make, the Commission may modify this New Charter School Application accordingly. The modification to the New Charter School Application will be in writing and made in the form of an amendment to the New Charter School Application, and will be posted at <https://charterschool.wa.gov/applying/application-information/application-materials/>

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

Notice of Intent to Apply (NOI)

Prior to application, the nonprofit organization **must** first submit a Notice of Intent to Apply. The purpose of the NOI is to aid in planning for the Commission, as well as inform the public of the location of the proposed charter school. The NOI is nonbinding, and applicants may choose not to pursue a full application. Please note that after the submission of the NOI, the Commission, as a courtesy, will notify the school districts listed on the NOI. Additionally, the Commission will put out a press release. Applicants should be prepared for media inquiries.

Submission of Application

The formal application to the Commission and is a comprehensive description of the school’s educational, organizational, and financial plans. It consists of a narrative and multiple attachments.

Attachments

Throughout the application, specific documents are requested in addition to narrative answers. A comprehensive list of the attachments is provided in Appendix B.

Completeness Review

All proposals will be reviewed for completeness before they are accepted and distributed to the evaluation teams. A proposal will be found to be incomplete if it is missing responses to required application sections, certifications, assurances, attachments, signatures, etc. or is incorrectly formatted. Applicants will be notified of a proposals' completeness or incompleteness per the Timeline. It should be noted that *findings of completion* are not indicative of the *quality* of the proposal. For findings of incompleteness, applicants will have 24-hours to remedy any identified area of incompleteness. Changes or updates will need to be completed within 24-hours of the New Charter School Application Coordinator sending the Completeness Review report. Proposals that remain incomplete after the 24-hour completeness window will be disqualified from further review. Applicants are encouraged to reapply in future years.

Evaluation

A team of trained evaluators use the New Charter School Application Evaluation Rubric to conduct an independent evaluation of written applications. Evaluators also conduct the Capacity Interview. The team is made up of individuals with expertise in education, school operations and, school finances. The Commission strives to create teams with geographic and demographic diversity.

Due Diligence

The decision to approve a proposal to open and operate a charter public school requires a thorough vetting of the applicant and the components of the application. The Commission may engage in due diligence to verify and evaluate the information submitted as part of the evaluation process. Due diligence may include, but is not limited to:

1. Contacting individuals who may have knowledge about the information submitted and/or individuals associated with the applicant organization in order to evaluate the accuracy and validity of the information provided in the application; and
2. Review of information and documentation obtained from external sources in order to evaluate the accuracy and validity of the information provided in the application.

Relevant information gleaned through this due diligence process will be reduced to writing in a due diligence report and provided to the evaluation team and the Commission if there are any concerns regarding the applicant team, board members, organizational partners, or nonprofit entity.

Capacity Interview

Applicants who submit a completed proposal will be invited to an in-person Capacity Interview. The Capacity Interview is an opportunity for the applicant to demonstrate their team’s capacity to open a high-quality charter school, as well as answer specific questions about their proposal. The Capacity Interview is facilitated by the state and national expert evaluators reviewing the applicant’s proposal.

Interviews will be held **ONLY** on the days listed in the Timeline. **Applicants are encouraged to keep the dates entirely open in their calendars.** Applicants will be notified of their assigned interview time as soon as possible. Due to significant logistical challenges, it is highly unlikely that any changes to assigned interview times will be possible.

Public Forum

Applicants who submit a completed proposal must participate in a Public Forum facilitated by the Commission. The Public Forum provides an opportunity for the parents, community members, local residents, and school district board members and staff to learn about and provide input on the proposed charter school. Applicants are required to share with the Commission and the public an overview of their proposed school. The Public Forum will be facilitated by the Commission and held as close as possible to the location of the proposed charter school.

While the Public Forum is not scored, information gleaned from this process may be used to evaluate the applicant. Applicants will be given a notice of their scheduled Public Forum date no later than two weeks after Completeness Review findings are disseminated. Public Forums will **ONLY** be held on these days; applicants are requested to **keep the dates entirely open in their calendars.** Due to significant logistical challenges, it is highly unlikely that any changes to the agreed upon Public Forum will be possible.

Recommendation Report

Based on the applicant’s proposal and Capacity Interview, the evaluation team provide their findings to Commission staff who then prepare an official recommendation report. The report will recommend either approval, conditional approval, or denial of a proposal. The recommendation is then submitted to the Commission for their consideration. The report is also made available to the applicant. The recommendation report is nonbinding and the Commission has final authority to approve or deny a proposal.

Commission Resolution Meeting

Applicants are invited to attend the Commission’s June 25, 2020 meeting where they will be allowed to provide a short presentation regarding their application and then engage in a question and answer session with Commissioners. Commission will pass resolutions approving or denying charter school applications.

Optional Applicant Debriefing Conference

Applicants whose applications were not approved by the Commission may request an optional debriefing conference, with Commission staff, to discuss the evaluation of their application within the date range specified in the Timeline. The request must be in writing (email acceptable) and addressed to the New Charter School Application Coordinator.

The purpose of this debriefing is to discuss the factors considered in the evaluation of the application and address questions and concerns about the applicant’s performance with regard to the New Charter School Application requirements. This conference will not include any discussion of, or comparison to applications from any other applicant, nor will it be an opportunity to challenge the evaluation ratings or argue the merits of the application.

Protest Procedures

Only applicants whose applications were not approved by the Commission AND who participate in a debriefing conference may make protests. Upon completion of the debriefing conference, the applicant has five (5) business days to file a formal protest of the New Charter School Application with the New Charter School Application Coordinator.

Protests must be received by the New Charter School Application Coordinator no later than 5:00 p.m. PT on the fifth (5th) business day following the debriefing. Protests may be submitted by email, but must be followed in hard-copy form with an original signature.

In the event a protest may affect the interest of another applicant that also submitted an application, such applicant will be given an opportunity to submit its views and any relevant information on the protest to the New Charter School Application Coordinator.

Applicants submitting protests shall follow the procedures described below. Protests that do not follow these procedures will not be considered. This protest procedure constitutes the sole administrative remedy available to applicants. All protests must be in writing, addressed to the New Charter School Application Coordinator, and signed by the protesting party or an authorized Agent.

1. The protest must state the New Charter School Application issue date, the grounds for the protest with specific facts believed to support the applicant’s protest, and complete statements of the action(s) being protested.
2. The protests must contain a description of the relief or corrective action being requested.
3. Only protests stipulating an issue of fact concerning the following subjects will be considered:
 - a. A matter of bias, discrimination, or conflict of interest on the part of an evaluator; and/or

- b. Non-compliance with procedures described in the New Charter School Application or Commission policy.
- 4. Protests not based on the issues itemized in item 3 will not be considered.
- 5. Protests will be rejected as without merit if they address issues such as:
 - a. An evaluator’s professional judgment on the quality of an application; and/or
 - b. The Commission’s assessment of its own and/or other agencies’ or communities’ needs or requirements.
- 6. Upon receipt of a protest, a protest review will be held by the Commission. The Commission will assign responsibility for responding to the protest to a person who was not involved in the New Charter School Application or evaluation process; this person will prepare a recommendation report and submit it to the Commission.
- 7. The Commission will consider the protest recommendation report, record all available facts, and issue a decision; the decision must be issued within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

The final determination of the protest shall:

- 1. Find the protest lacking in merit and uphold the Commission’s action, denying the protest; or
- 2. Find only technical or harmless errors in the New Charter School Application and evaluation process and determine the Commission to be in substantial compliance, denying the protest; or
- 3. Find merit in the protest and provide the Commission options, which may include:
 - a. Correcting the errors and reevaluating all applications;
 - b. The reissue of the New Charter School Application and conducting a new process; and/or
 - c. The making of other findings and the determination of other courses of action as appropriate.

APPLICATION INSTRUCTIONS AND GUIDELINES

A clear vision and thoughtful planning are required to ensure that a high-quality charter school can be successful on day one. This New Charter School Application requires information that will allow the Commission to consider and determine if the application presents a school that is sufficiently well planned and researched, and that it not only has a rigorous academic model designed to meet the needs of its students, but is fiscally and operationally sound as well. This New Charter School Application also seeks information that will allow the Commission to assess the capacity of the founding team to successfully implement the proposed plan.

In order for a thorough and rigorous review to occur, all applicants must respond to all questions and requests for information contained in this New Charter School Application. Failure to address all questions and prompts may result in the application being deemed incomplete.

APPLICATION CONTENTS

The application must contain information responding to all requirements in the New Charter School Application.

Documents requiring signatures must be signed by a representative authorized to bind the applicant to their application. Documents that require signatures must be completed, properly signed, scanned, and submitted as a JPEG or PDF file. Failure to provide any information or required signatures may result in disqualification of the application.

APPLICATION FORMAT & SPECIFICATIONS

The application must be written in English. Applicants may write their application in any word processing program they choose, **however, the final application narrative must be submitted as a Microsoft Word document using the following formatting guidelines:**

- Calibri font
- 11-point font size
- One-inch (1") margins
- Single-spaced
- Tables, charts, and diagrams are allowed within the narrative portion of the application
- Page limits must be followed

All required attachments should be uploaded in the file format specified (see Appendix B).

Note that not all attachments will be applicable to all applicants. This list contains all required attachments. Attachments must be labeled by Section and Attachment number. As examples, Section 1: Attachment 2, Section 6: Attachment 5. All attachments must be uploaded directly to the applicant's

Epicenter account. It is the responsibility of the applicant to ensure they submit all relevant attachments.

When submitting resumes, label each document with the individual’s affiliation with the proposed school (Board member, School Leader, teacher, etc.).

All sections, templates, and attachments should be clearly labeled. If a particular section or question/prompt does not apply to the applicant team or application, respond “Not Applicable” AND state the rationale. Do not leave sections blank or the application may be found to be incomplete.

Application responses/narrative should be clearly linked to the New Charter School Application sections to which they pertain. If information can be found in a previous section, the applicant should clearly reference the earlier section in the response/narrative.

All page limits for the application narrative must be followed. Application narratives exceeding the stated page limits will be rejected.

- Footnotes (at the end of a page) **WILL** count toward page count limits. There is no page count limit for Endnotes (at the end of the document).
- The use of cover sheets for each section is allowed and **WILL NOT** count toward page count limits.

Late or incorrectly formatted applications will not be accepted. Review all elements of the application for completeness before submitting.

PROPRIETARY OR CONFIDENTIAL INFORMATION

Any information in the application that the applicant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56, or other state or federal law that provides for the nondisclosure of the applicant’s document, must be clearly designated as follows:

1. For Sections 1-29 of the narrative application:
 - a. As a separate paragraph, indicate the beginning of proprietary or confidential information with the following language (ALL CAPS and bold): **BEGIN PROPRIETARY/CONFIDENTIAL INFORMATION**; and
 - b. As a separate paragraph, indicate the end of proprietary or confidential information with the following language (ALL CAPS and bold): **END PROPRIETARY/CONFIDENTIAL INFORMATION**.
2. For Attachments 1-36:

- a. Each page containing the information claimed to be exempt from disclosure must be identified with the language (all caps and bold) **PROPRIETARY/CONFIDENTIAL INFORMATION** printed on the lower right-hand corner of the page.

- 3. Applicants must use the guidance provided above to state clearly that the application contains any proprietary or confidential information and should include as a footnote to the proprietary or confidential text or pages reasons that this information may be considered proprietary.

Marking the entire application as proprietary, confidential, or exempt from disclosure will not be honored.

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

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

APPLICATION EVALUATION RUBRIC

Applicants are encouraged to reference the New Charter School Application Evaluation Rubric when preparing their applications to ensure that the responses not only answer the items below, but also address all of the evaluation rubric criteria. For information on how approved schools will be evaluated once they have opened, applicants should reference the Commission’s performance framework (WAC 108-30), which is available on the Commission’s website at <https://charterschool.wa.gov/operating/performance-framework/> and incorporated by reference.

SUBMISSION DEADLINES

All applicants must submit a Notice of Intent to Apply (NOI), prepared using the template provided on the Commission’s website, no later than **5:00 p.m. PT on December 2, 2019** to the New Charter School Application Coordinator by email, postal service, or hand delivery. Once the Commission receives an applicant’s NOI, the applicant will receive access to the Epicenter program. An overview of how to use the Epicenter program will be included in the training sessions referenced in the Timeline.

Applications must be submitted no later than **5:00 p.m. PT on February 28, 2020**. Commission rules governing the application and approval process (WAC 108-10 and 108-20) are incorporated by reference and available on the Commission's website. All applicants must initially submit their applications electronically. For the New Charter School Application, all electronic submissions must be uploaded to the Commission assigned secure, online Epicenter program by the deadline.

DELIVERY OF APPLICATIONS

Electronic Copy & Redacted Copy

The application, in its entirety, must be received by Commission no later than **5:00 p.m. PT on February 28, 2020**. All applications must be submitted using the secure, online Epicenter program. Submissions are time stamped and **will not be accepted after the deadline.**

The applicant must populate the required templates, as well as upload associated attachments and narrative sections of the application to the Epicenter program by the deadline. **Applicants should ensure that documents are uploaded in the file format specified.**

Applicants are responsible for ensuring that only their FINAL application narrative, attachments and required templates are uploaded to Epicenter by the noted deadline. Changes or edits to the submitted application will not be allowed after **5:00 p.m. PT on February 28, 2020** unless if requested by the Commission. If the applicant has completed their application prior to the application deadline and desires to make additional revisions prior to the application deadline, the applicant may do so.

Additionally, one (1) redacted electronic copy (in PDF form) of the entire application (narrative and attachments) must be uploaded to Epicenter. The redacted electronic document should omit personal telephone numbers, email addresses, home addresses, signatures, and any information marked as priority/confidential, as well as check images and receipts.

Applicants will not be able to modify their application after 5:00 p.m. PT on February 28, 2020. Applications not uploaded, including applications that are partially uploaded, will be deemed incomplete.

Hard Copies (3)

Once the electronic submission is received and completeness review findings have been issued, all applicants proceeding in the evaluation process must submit **THREE (3) identical photocopies of the application to the New Charter School Application Coordinator.**

Applicants should print their application directly from the application uploaded to Epicenter **prior** to the February 28, 2020 deadline.

1. All application documents should be printed on STANDARD, WHITE, LETTER SIZED PAPER, DOUBLE SIDED.

2021-22 New Charter School Application

2. All application documents should be bound in a 3-ring binder.
3. Attachments should be numbered and offset with labeled tabs.

Hard copies must be submitted to the Commission per the Timeline. Submit to:

Postal/Courier Service:

Amanda Martinez
New Charter School Application Coordinator
Washington State Charter School Commission
PO Box 40996
Olympia, WA 98504-0996

Hand Delivered:

Amanda Martinez
New Charter School Application Coordinator
1068 Washington Street SE
Olympia, WA 98501

Applicants should allow sufficient time to ensure timely receipt of the application by the New Charter School Application Coordinator. Late submissions will not be accepted and will be automatically disqualified from further consideration.

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

All application documents submitted in hard copy become the property of the Commission and will not be returned.

No fax transmissions will be accepted at any point in the process.

GENERAL INFORMATION

Cover Sheet

Submit the below information, Sections A-E, on the Charter School Application Cover Sheet template

Section A: School Information

1. School Name;
2. School Type (Elementary, Elementary/Middle, Middle, Junior High, Middle/High, High);
3. Grade Levels Served (K, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12);
4. School District;
5. Neighborhood/Community;
6. Phone;
7. Fax;
8. Website Address;
9. Street Address;
10. Sponsoring Entity (Nonprofit Organization, Governmental, College or University, State Board of Education);**
11. Open Date;
12. Contracted Educational Service Provider (EMO, CMO, Other);
13. Calendar Type (Standard or Extended School Year); and
14. Number of Instructional Days.

Section B: Primary Contact Person

1. Name;
2. Position;
3. Address;
4. Mobile Phone;
5. Alternate Phone;
6. Email address; and
7. Current Employer.

Section C: Enrollment Projections

Complete the template provided. This table is derived from the applicant's School Information in Section A regarding grades served. The number of students must include the minimum and maximum planned enrollment per grade per year.

**In Washington state, a "charter school applicant" must be a nonprofit corporation that 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.

Section D: Current and Prospective Board Member Roster

1. Name;
2. Title on Board;
3. Contact (Phone & Email Address);
4. Mailing Address; and
5. Current Employer.

Section E: Start-Up Team

1. Name;
2. Title/Position on Start-up Team;
3. Contact (Phone & Email Address);
4. Mailing Address; and
5. Current Employer.

Note: Individuals may be listed as board members and as start-up team members if their role will change once the application is approved. A description of this transition should be provided within the application and reflected in the organizational chart, if applicable.

EXECUTIVE SUMMARY AND LOGIC MODEL (3 Pages)

Executive Summary

Applicants must submit an Executive Summary and Logic Model as part of their application. The Executive Summary and Logic Model will not receive a rating. However, the information contained in the Executive Summary should be consistent with the information provided in the application.

This Commission reserves the right to use the Executive Summary, in whole or in part, in the Recommendation Report, in press releases, on its website, or in any other communications related to the new charter school application process.

The Executive Summary should contain the following:

1. The community/neighborhood to be served and the anticipated student population including grades at full capacity;
2. A brief overview of community need and family demand for the school;
3. The mission, vision, values, and long-term goals of the school;
4. A brief description of the educational program including an explanation of how it is well suited to meet the needs of the anticipated student population;
5. A brief description of the organizational structure;
6. A brief summary of how the board's collective experience and expertise is well suited to support the operation of a high-quality charter school;
7. A brief summary of how the founding team's collective experience and expertise is well suited to support the operation of a high-quality charter school;
8. A brief description of the schools anticipated revenue sources. This includes, but is not limited to, state funding, federal funding, grant and other large or small philanthropic funding.
9. A brief summary of how the school will be an academic, operational, financial success.

Logic Model

“The program logic model is defined as a picture of how your organization does its work – the theory and assumptions underlying the program. A program logic model links outcomes (both short- and long-term) with program activities/processes and the theoretical assumptions/principles of the program” (W.K. Kellogg Foundation Evaluation Handbook, 1998).

The Commission expects applicants to develop and submit a logic model specific to the proposed school model. Developing a logic model allows an applicant to visually depict their understanding of the challenges ahead, the resources available, and the timetable in which to accomplish their goals.

Fundamentally, a logic model is a systematic and visual way for an applicant to present and share their understanding of the relationship among the resources the applicant has to operate their school, the activities the school will deploy, and the changes the applicant hopes to achieve.

The W.K. Kellogg Foundation has a helpful resource to support groups and individuals in the development of their logic model. To access this resource, please visit the following website: <https://www.wkcf.org/resource-directory/resource/2006/02/wk-kellogg-foundation-logic-model-development-guide>

Attachment 1: Logic Model Form (TEMPLATE)

CATEGORY 1: EDUCATIONAL PLAN AND CAPACITY

Section 1: School Overview (6 Pages)

1. **Educational Need, Anticipated Student Population, and Challenges:** Describe the proposed student population and the educational needs of the anticipated student population. Explain how the school will increase opportunity and/or access to students who have been identified as at-risk as defined in RCW 28A.710.010(2). Provide the rationale for the number of students and grade levels served in year one and the basis for the growth plan including enrollment numbers and grades served at capacity. Identify any enrollment priorities the school intends to employ, consistent with applicable restrictions on enrollment eligibility and selection. Describe the non-academic challenges (facilities, political/legal challenges, etc.) the school is likely to encounter.

2. **Geographic Location:** Describe the geographic location of the school and the rationale for selecting the school location. Be explicit in the rationale for the location and how it aligns to the educational need, anticipated student population, and non-academic challenges the school is likely to encounter.

3. **Plan, Mission, Vision, and Goals:** Describe the school plan and state the mission, vision, and goals of the proposed school.
 - a. The **vision** is a statement of the fundamental purpose of the school, describing why it exists; the **mission** statement outlines how the school will operate and what it will achieve long term. The mission and vision statements provide the foundation for the entire application. The mission and vision statements, taken together, should:
 - i. Identify the students and community to be served;
 - ii. Articulate the long-term goals for the school and the students it serves;
 - iii. Illustrate what success will look like; and
 - iv. Align with the purposes of the Washington charter school law (RCW 28A.710) and the Commission's stated priorities for new schools (WAC 108).
 - b. The long-term **goals** should articulate what the school hopes to achieve once it is at capacity and fully operational. These are meant to be long-range and speak to operational and academic success.

4. **Request for Additional Planning Year.** If the applicant is planning to open their school in the fall of 2021, please provide a rationale for this request. An applicant must describe the circumstances surrounding the proposed delay in opening the school.

Attachment 2: Pending Authorization and School Opening Form (TEMPLATE)

Section 2: Family and Community Engagement (4 Pages)

1. Describe and provide evidence of how the school has assessed family and community demand for the proposed school. Discuss specific methods, tools, data, etc. that was used to assess demand.
2. Describe how the community outreach activities have demonstrated to the applicant that there is adequate and diverse stakeholder support for the program. Discuss the ways in which families have demonstrated their intent to enroll in the proposed school if authorized.
3. Describe the specific role to date of the family and community members involved in developing the educational program and the culture and climate of the proposed school.
4. Describe how the school will engage family in the life of the school and share how this plan will be inclusive.
5. Explain the plan for building family-school partnerships that strengthen support for learning and encourage family involvement. Describe in detail any commitments or volunteer activities the school will seek from or offer to families of students.
6. Describe the community resources that will be available to students and families through partnerships with community-based organizations.

Attachment 3: Evidence of support and demand from intended students, families and/or community partners, such as letters of intent/commitment, memoranda of understanding (MOU), enrollment commitment documentation. Please indicate if contracts/MOUs documents are “Draft” or “Final”.

Section 3: School Culture and Climate (7 Pages)

1. Describe the culture of the proposed school. Describe how the school’s culture will promote student agency and increase educational equity. Explain how it will promote a positive, inclusive, and rigorous academic environment and reinforce intellectual, social, and emotional development for all students, including those identified as “at-risk” in the Charter School Law.
2. Describe how students will be included in the creation and ongoing development of the school’s culture and climate.
3. Describe how school leaders, teachers, and staff will create and implement this culture for students and each other starting from the first day of school.
4. Describe the plan for enculturating students who enter the school mid-year.

5. Describe a typical school day from the perspective of a student in a grade that will be served in the school's first year of operation.
6. Describe a typical instructional day for a teacher in a grade that will be served in the school's first year of operation.
7. Describe the systems and structures the school will use to identify students who are disengaged at school or at risk of dropping out. Explain how the school's culture will support those students.

Section 4: Student Recruitment, Enrollment, and Retention (3 Page)

1. Describe the school's strategy for marketing and student recruitment ahead of the school's opening and throughout the charter contract. Describe how it aligns with the school's culture and climate, is inclusive and will provide equitable access to interested students and families.
2. Describe the school's plan for outreach to at-risk students. The plan must adhere to admissions and enrollment practices outlined in RCW 28A.710.050.
3. Describe how the school will maintain a high level of recurrent enrollment (keeping students from year to year).

Attachment 4: The school's enrollment policy, which should demonstrate inclusiveness and include the following:

- a. A general timeline and plan for student recruitment/engagement;
- b. Tentative dates for application period and enrollment deadlines and procedures, including an explanation of how the school will receive and process Intent to Enroll forms;
- c. The lottery procedures that will be used should student interest exceed capacity. These lottery procedures shall be publicly noticed and open to the public; however, the school must grant enrollment preference to siblings of already enrolled students, with any remaining enrollments allocated through the lottery;
- d. If applicable, how the school will offer a weighted enrollment preference for at-risk students or children of full-time employees of the school; and
- e. Policies and procedures for student waiting lists, withdrawals, reenrollment, and transfers.

Section 5: Program Overview (4 Pages)

The Program Overview should:

1. Describe how the applicant will "provide a program of basic education that meets the goals in RCW 28A.150.210, including instruction in the essential academic learning requirements and participates in the statewide student assessment system;"
2. Provide the Educational Program Terms, which are the essential design elements of the school

model;

3. Provide evidence that the educational program or essential design elements of the program are based on proven methods. Provide evidence that the proposed educational program has a sound base in research, theory, and/or experience, and has been or is likely to be rigorous, engaging, and effective for the anticipated student population;
4. Describe how it will increase educational equity;
5. Highlight the aspects of the program that will promote agency;
6. Highlight the culturally responsive aspects of the program.

The Educational Program Terms identify the essential components of the educational program that the applicant considers critical to the school's success *and* for which the applicant is prepared to be held accountable to the Commission and the public. The Commission's oversight and evaluation of the proposed school's educational program will focus on successful implementation of the program's design elements and educational program terms. **Applicants should identify no fewer than three and no more than five Educational Program Terms.**

The Educational Program Terms should be *minimum* expectations. Applicants need not – and should not – include all of the things that they want the school to be. Rather, applicants should include a set of minimum measurable programmatic components that will enable the Commission to objectively validate that the program the proposed school is offering is fundamentally consistent with what the school is advertised to be.

Articulate the Educational Program Terms in a way so that objective measurable evidence that can be used to determine whether the proposed school has met the expectations. Avoid general statements about the school culture or learning environment. **Focus on specific, measurable components** that will establish that culture or learning environment.

The Educational Program Terms will become an attachment to the charter contract. It will not replace the Commission's ultimate focus on performance standards set out in the Academic Performance Framework.

Note: The Educational Program Terms are different from school-specific goals (Section 23) that the proposed school must develop as a part of its Academic Performance Framework, because Educational Program Terms focus on process rather than student outcomes. In other words, the school-specific academic performance goals focus on what students will achieve. By contrast, the Educational Program Terms should capture the essentials of what students will experience. See the Commission's website for examples of Educational Program Terms.

Section 6: Curriculum and Instructional Design (12 Pages)

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

1. Describe the basic learning environment (e.g., classroom-based, independent study) including class size and structure. Demonstrate alignment to the school’s mission, vision, and culture. Include in the description how the learning environment and pedagogy is culturally responsive.
2. Give an overview of the curricular choices the school intends to use. Demonstrate alignment with applicable state standards.
3. If the curriculum is fully developed, summarize curricular choices such as textbook selection, by subject, and the rationale for each. Describe the evidence that these curricula will be appropriate and effective for the anticipated student population. Describe how the curriculum is vertically and horizontally aligned for all grades the school will serve. Include a description of how the school developed a curriculum that is culturally responsive and free of bias (i.e. racial, gender, etc.). If the curriculum is not developed, use Attachment 6 to provide a curriculum development plan.
4. Describe the primary instructional strategies that the school will expect teachers to use, how these strategies are culturally responsive, why they are well-suited for the anticipated student population, and how they will promote student agency and increase educational equity.
5. Describe the processes, methods and systems teachers will have for providing differentiated instruction. Describe how teachers will be empowered to meet the needs of all students.
6. Describe how the school will accelerate the learning of those students who are entering with skills below grade level or who are not meeting growth and/or proficiency standards. This includes, but is not limited to specific interventions designed to accelerate student learning.
7. If the school will employ a specific Social-Emotional Learning (SEL) curriculum for all students, include a description of the chosen curriculum (or a description of how one will be developed), how the curriculum will be presented alongside or independent of other curricular choices for core subjects, and how the SEL curriculum is proven to be inclusive and effective with the school’s anticipated student population including those defined as at-risk.

Attachment 5: A sample course scope and sequence for one subject in one grade of each division (elementary, middle, high school) the school will serve, if know. If unknown see below.

Attachment 6: If the curriculum is not already developed, provide a plan for how the curriculum will be developed between approval of the application and the opening of the school, including who will be responsible and when key stages will be completed. Describe how the curriculum will be vertically and horizontally aligned for all grades the school will serve; and how the curriculum will be appropriate and effective for the anticipated student population. Include a description of how the school will develop a curriculum that is culturally responsive and free of bias (i.e. racial, gender, etc.).

Section 7: Student Performance Standards (5 Pages)

Responses to the following items regarding the proposed school’s student performance standards must be consistent with Washington State K-12 Learning Standards.

1. Provide and describe how the school as a whole will meet the Washington State K-12 Learning Standards.
2. If the school plans to adopt or develop additional academic or non-academic standards provide an explanation of the types of standards (content areas, grade levels). Be sure to highlight and describe how the proposed standards exceed the state standards.
3. Explain the school’s policies and standards for grade promotion and grade retention (holding students back).
4. Describe how and when, performance standards, and grade promotion/retention criteria will be communicated in a culturally competent manner to families and students.

Attachment 7: The school’s exit standards for graduating students or students completing the last grade in that school. These exit standards should clearly set forth what students in the last grade served will know and be able to do, and meet or exceed all state grade level expectations. If the school plans to adopt additional exit standards beyond those required by the state, those should also be included.

Section 8: High School Graduation Requirements (High Schools Only) (2 Pages)

High schools are expected to meet the [state graduation standards](#) as established by the Washington State Board of Education (SBE).

1. Explain how students will earn credit hours, how grade-point averages will be calculated, what information will be on transcripts, and what elective courses will be offered. If graduation requirements for the school will exceed state standards, explain the additional requirements.
2. Explain how the graduation requirements will ensure student readiness for college or other

postsecondary opportunities (e.g. trade school, military service, or entering the workforce).

3. Explain the systems and structures the school will implement for students at risk of not meeting the proposed graduation requirements.

Section 9: Supplemental Programming (2 Pages)

1. If summer school will be offered, describe the program(s). Explain the schedule and length of the program, including the number of hours, days and weeks. Provide a description of the anticipated participants, including number of students and the methods used to identify them. Describe the anticipated resource and staffing needs for these programs and how they will be funded. Address the processes for determining attendance when student interest/need exceeds capacity.
2. Describe any extra-curricular, co-curricular, or other student-focused activities or programming the school will offer, including how often they will occur, how they will be culturally responsive, how students can participate in the development and implementation of such activities and programming, and how they will be delivered and funded. Address the process when student interest in the program exceeds capacity. Applicant must describe how the school will pay for student participation in district sponsored interscholastic programs.

Note: Extracurricular activities may be offered or coordinated by a school, but may not be explicitly connected to academic learning (sports teams or student clubs). Co-curricular activities are an extension of the formal learning experiences in a course or academic program (science fair or learning exhibitions if they are not formally graded or credited).

3. Describe the plan for outreach to families to apprise them of supplemental programming opportunities. Describe how this plan will be inclusive.

Section 10: Special Populations and At-Risk Students (13 Pages)

Charter schools are responsible for serving students with special needs, including, but not limited to, students with IEPs and Section 504 plans, ELLs, students identified as highly capable, and students at risk of academic failure or dropping out. Schools are responsible for hiring licensed and endorsed professionals pursuant to federal and state law to meet the needs of students. School personnel shall participate in developing Individualized Education Plans (IEPs), Section 504 plans, identify and refer students for assessment of special education needs, maintain records, and provide the delivery of special education instruction and services, as appropriate. All responses should indicate how the school will comply with applicable laws and regulations governing service to these student populations.

1. Identify the special populations and at-risk groups that the school expects to serve and explain the basis for these assumptions.
2. Describe the overall plan to serve students with special needs, including, but not limited to, students with IEPs and Section 504 plans, ELLs, students identified as highly capable, and students at risk of academic failure or dropping out. Describe the school’s Multi-Tiered Systems of Support (MTSS) that address the education needs of all special populations and at-risk students.
3. Explain how the school will meet the learning needs of students with mild, moderate, and severe disabilities in the least restrictive environment possible. Specify the programs, strategies, and supports the school will provide, including the following:
 - a. Methods for identifying students with special education needs using research-based screeners and assessments to avoid misidentification;
 - b. Specific instructional programs, practices, and strategies the school will employ to provide a continuum of placements and services, ensure students’ access to the general education curriculum, and provide opportunities for academic, social, emotional, and functional success for students with special education needs;
 - c. Plans for monitoring and evaluating the academic, social, emotional, and functional performance progress and success of special education students with mild, moderate, and severe needs to support the attainment of each student’s goals as set forth in the IEP;
 - d. Plans for developing, monitoring, and evaluating the progress and success of supports and services for students with disabilities as set forth in 504 Plans;
 - e. Plans for promoting graduation and post-secondary planning for students with special education needs (high schools only); and
 - f. Plans to provide adequate qualified staffing for the anticipated special needs population.
4. Explain how the school will meet the needs of English Language Learner (ELL) students, including the following:
 - a. Plans for how the school will identify and place English learners in the English language development program);
 - b. Plans for how the school will make available to all English learners a transitional bilingual instructional program or, if the use of two languages is not practicable as provided by state regulations, an alternative instructional program;
 - c. Plans for how the school will monitor and evaluate the academic progress and success of English learners, including the exiting of students from EL services;
 - d. Plans for how the school will provide qualified staffing for English learners;

- e. Plans for how the school will meet the parent notification requirements for families of English learners.
5. Explain how the school will identify and meet the needs of homeless students and students in foster care.
6. Describe how the school will meet the needs of highly capable students, including the following:
- a. Methods for identifying highly-capable students using research-based screeners and avoiding underrepresentation by certain demographic subgroups;
 - b. Specific research-based instructional programs, practices, strategies, and opportunities the school will employ or provide to enhance their abilities;
 - c. Plans for monitoring and evaluating the academic progress and success of highly capable students; and
 - d. Plans for providing qualified staffing for highly capable students.
 - e. Plans how the school will meet the parent notification requirements for families of highly capable students.
7. Explain how the school will identify and meet the learning needs of additional categories of at-risk students as defined in RCW 28A.710.010(2) not already discussed in this section:

“At-risk student” means a student who has an academic or economic disadvantage that requires assistance or special services to succeed in educational programs. The term includes, but is not limited to, students who do not meet minimum standards of academic proficiency, students who are at risk of dropping out of high school, students in chronically low-performing schools, students with higher than average disciplinary sanctions, students with lower participation rates in advanced or gifted programs, students who are limited in English proficiency, students who are members of economically disadvantaged families, and students who are identified as having special educational needs.

Section 11: School Calendar and Schedule (2 Pages)

1. Describe the annual academic schedule for the school. Explain and demonstrate how the calendar supports the educational program and supports the educational needs of the anticipated student population. Include any rationale for an extended school year.
2. Provide the minimum number of hours/minutes per day and week that the school will devote to academic instruction in each grade and how they meet Washington state minimum instructional requirements as stated in RCW 28A.150.220(2). The application must provide the formula or calculation for the total annual number of instructional hours/days. A definition of “Instructional Hours” is provided in RCW 28A.150.205. Note the length of the school day, including start and dismissal times.

3. Explain why the school’s daily and weekly schedule supports the proposed educational program and will be optimal for student learning.
4. Explain how the schedule/calendar will make time available for students in need of additional academic support or intervention.

Attachment 8: A proposed school calendar for the first year of operation, including

1. The total number of instructional days and hours;
2. Holidays;
3. Make-up days in case of inclement weather;
4. State assessment days.

Attachment 9: A sample daily and weekly schedule for each division of the school.

Section 12: Student Discipline Policy and Plan (4 Pages)

1. Describe in detail the school’s overall approach to student discipline.
2. Describe how the school’s approach to discipline is culturally responsive, consistent with the school’s proposed culture and climate, and provides the opportunity for all students to achieve personal and academic success.
3. Describe how the school will administer discipline in ways that respond to the needs and strengths of students, support students in meeting behavioral expectations, and keep students in the classroom to the maximum extent possible.
4. Describe how the school will ensure fairness and equity in the administration of discipline.
5. Describe how students and families will be informed of the school’s discipline policy.

Attachment 10: A proposed discipline policy. The proposed policy must be culturally responsive and comply with any applicable state laws and Commission policies, including, but not limited to, RCW 28A.150.300. The policies and procedures must:

1. Clearly state the types of behaviors for which discipline, including suspension and expulsion, may be administered;
2. Have a real and substantial relationship to the lawful maintenance and operation of the school including, but not limited to, the preservation of the health and safety of students and employees and the preservation of an educational process that is conducive to learning;
3. Provide for early involvement of parents in efforts to support students in meeting behavioral

expectations;

4. Provide that school personnel make every reasonable attempt to involve parents and students in the resolution of behavioral violations for which discipline may be administered;
5. Identify other forms of discipline that school personnel should administer before or instead of administering classroom exclusion, suspension, or expulsion to support students in meeting behavioral expectations. Administering other forms of discipline may involve the use of best practices and strategies included in the state menu for;
6. Identify school personnel with the authority to administer classroom exclusions, suspensions, expulsions, emergency expulsions, and other forms of discipline;
7. Establish appeal and review procedures related to the administration of suspensions, expulsions, and emergency expulsions,
8. Establish grievance procedures to address parents' or students' grievances related to the administration of classroom exclusions and other forms of discipline, including discipline that excludes a student from transportation or extra-curricular activity. The procedures must, at a minimum, include an opportunity for the student to share the student's perspective and explanation regarding the behavioral violation;
9. Describe the types of educational services the school offers to students during a suspension or expulsion and the procedures to be followed for the provision of educational services under WAC 392-400-610;
10. Provide for reengagement meetings and plans;
11. Provide a process for students who have been suspended or expelled to petition for readmission;
12. Develop a review process of discipline policies and procedures with the participation of school personnel, students, families, and the community. The process must include the review of disaggregated discipline data.

Section 13: Educational Program Capacity (5 Pages)

1. Identify the key members of the school's leadership team and their respective responsibilities. Identify only individuals who will play a substantial and ongoing role in school development, governance and/or management, and will thus share responsibility for the school's educational success. These individuals may include current or proposed governing board members, school leadership/management, and any essential partners who will play an important ongoing role in the school's development and operation.
2. Describe the team's individual and collective qualifications for implementing the school design successfully, including capacity in areas such as:
 - a. School leadership, administration, and governance;
 - b. Curriculum, instruction, and assessment;
 - c. Professional development;

- d. Cultural competence/inclusiveness;
 - e. Family and community engagement; and
 - f. Special populations.
3. Specifically describe the applicant’s ties to and/or knowledge of the proposed community that the school will serve.
4. Identify the principal/head of school candidate and explain why this individual is well qualified to lead the proposed school in achieving its mission. Summarize the proposed leader’s academic and organizational leadership record. Provide specific evidence (i.e. student performance data, etc.) of the leader’s ability to effectively serve the anticipated population. Discuss the evidence that demonstrates capacity to practice cultural competency and design, launch, and manage a high-performing charter school (or to turn the school around if performance is not meeting standards). If the proposed leader has never run a school, describe any leadership training programs or other relevant leadership roles in which they have served, participated in, or completed.

—OR—

If no candidate has been identified, discuss the process and timeline for recruiting, selecting, and hiring a strong compatible school leader. Describe the criteria to be used in selecting this leader.

5. For any leadership/management positions not yet filled, provide a timeline, criteria, and process for recruitment and hiring. Please describe how this plan for recruitment and hiring will be inclusive.

Attachment 11: Qualifications and resume for the proposed school leader. Or a job description and qualifications for the school leader.

Attachment 12: Qualifications and resumes for the identified members of the leadership team, and for each position not yet filled, include job descriptions and qualifications.

CATEGORY 2: ORGANIZATIONAL PLAN AND CAPACITY

Section 14: Legal Status and Governing Documents (2 Pages)

1. Describe the proposed school's legal status, including nonprofit status and federal tax-exempt status.
2. Describe any subsidiaries owned or affiliated with the nonprofit submitting this charter school application. Describe any other organizational/business endeavors in which the nonprofit that is submitting this charter school application is involved.
3. If the applicant does not already operate one or more schools, including charter management organizations (CMOs), as well as applicants proposing to contract with ESPs, please describe organization's five-to-ten-year growth plan regarding the total number of charter schools it hopes to operate in Washington State.

Attachment 13: Governing Documents

1. Articles of Incorporation;
2. Proof of nonprofit status and tax-exempt status (or copies of filings for the preceding items or other evidence);
3. Bylaws;
4. Board Chair signed Statement of Assurances (template); and
5. Other governing documents already adopted (ex: policies).

Section 15: Board Members and Governance (6 Pages)

1. Describe the board's approach to governance.
 2. Describe the governance structure of the proposed school, including the primary roles of the governing board and how it will interact with the principal/head of school and any advisory bodies.
 3. Describe the size, current and desired composition, powers, and duties of the governing board. Identify key skills, areas of expertise, and constituencies that will be represented on the governing board.
 4. Explain how this governance structure and composition will help ensure that:
 - a. The school will be an educational, financial and operational success;
 - b. The board will evaluate the success of the school, school leader and itself;
-

- c. There will be active and effective representation of key stakeholders, including parents/family members; and
 - d. The school will be a culturally responsive education system.
- 5. For each current and proposed board member identified on the Cover Sheet (Section D: Board Member Roster), summarize each member’s desire to serve on the school’s board and qualifications for holding this position.
- 6. Describe how often the board meets. Discuss the plans for any committees.
- 7. Describe the board’s ethical standards and procedures for identifying and addressing conflicts of interest. Identify any existing relationships that could pose perceived conflicts if the application is approved. Discuss specific steps that the board will take to avoid any actual or perceived conflicts in the future.
- 8. Describe plans for increasing the capacity of the governing board. Discuss how the board will expand and develop over time. Explain the procedure by which board members have been selected. Describe how new members will be recruited and added, and how vacancies will be filled. Describe the orientation or training new board members will receive and the kinds of ongoing development/training existing board members will receive. The plan for training and development should include:
 - a. A timetable/schedule;
 - b. Specific topics to be addressed;
 - c. Participation requirements; and
 - d. Development of cultural competence.
- 9. If the current applicant team does not include the formal school governing board, explain how and when the transition to the formal governing board will take place.
- 10. If this application is being submitted by an existing nonprofit organization whose core mission is NOT the operation of charter schools, respond to the following:
 - a. Indicate whether the existing nonprofit board governs the new school;
 - b. To what extent the school will be a new nonprofit corporation governed by a separate board;
 - c. If the current nonprofit’s board will govern the charter school, describe the steps taken to transform its board membership, mission, and bylaws to assume its new duties as a charter public school board. Describe the plan and timeline for completing the transition and orienting the board to its new duties; and

- d. If a new board has been formed, describe what its ongoing relationship to the existing nonprofit's board will be. This should also be represented on the applicant's organizational chart.

Attachment 14: Provide the following documents for each current and proposed board member identified on the Cover Sheet (Section D: Board Member Roster):

- a. Completed and signed Board Member Information form (TEMPLATE);
- b. Board member resume

Attachment 15: Signed Initial Background Check Certification form (TEMPLATE) to verify that a background check has been initiated and will be completed within the timetables set forth in the Sample Contract: Attachment 1, Pre-Opening Process and Conditions for each board member and school leader.

Attachment 16: The board's proposed:

- a. Code of Ethics Policy; and
- b. Conflict of Interest Policy.

Section 16: Organization Structure (2 Page)

- 1. Describe the organizational structure of the school including governance, management, and staffing structure.

Attachment 17: Provide organization charts that show the school governance, management, staffing plan, and structure in:

- a. The first year of school operations;
- b. At the end of the 5-year charter term; and
- c. When the school reaches full capacity, if beyond the 5th year of operation.

Each organization chart must clearly delineate the roles and responsibilities, lines of authority and reporting among the governing board, school leader, management team, staff, any related bodies (such as advisory bodies or parent/teacher councils), and any external organizations that will play a role in managing the school.

Section 17: Advisory Bodies (1 Page)

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

Section 18: Grievance/Complaint Process (2 Pages)

1. Describe in detail the established school process for resolving public complaints, including complaints regarding curriculum and/or parent or student objections to a governing board policy or decision, administrative procedure, or practice at the school, or the school leader and/or principal’s performance. The process should include how the final administrative appeal is heard by the governing board.

Section 19: District Partnerships (1 Page)

1. Describe applicant’s outreach to the local school district/s and/or Educational Service District (ESD). Describe any district partnership activities and/or meetings during the application development process. If applicable, provide any proposed partnership agreement between the proposed charter school and the school district where the school is proposed to be located. Include the terms of that agreement and/or partnership.

Attachment 18: Evidence of outreach including emails, letters, meeting agendas or notes, etc. If applicable, Memorandum of Understanding (MOU) or other partnership documentation (i.e. letters of support/partnership, etc.).

Section 20: Education Service Providers (ESP) and Other Partnerships (5 Pages)

1. If the school intends to contract with an ESP for the management of the school for substantial educational services, address the following:
 - a. Provide evidence of the nonprofit ESP’s success in serving student populations that are similar to the anticipated population, including demonstrated academic achievement, as well as successful management of nonacademic school functions, if applicable. See Sample Contract for more information.
2. Describe any other proposed or existing partnerships or contractual relationships that will be central to the school’s program or mission. These could be academic or operational in nature. Identify any organizations, agencies, or consultants that are partners in planning and establishing the school, along with a brief description of their current and planned roles and any resources they have contributed or plan to contribute to the school’s development.
3. Describe any existing and/or anticipated partnerships or contractual relationships the school has or will have with community-based organizations (including those that serve culturally-specific populations), businesses, or other educational institutions. Specify the nature, purposes, terms, and scope of services of any such partnerships, including any fee-based or in-kind commitments

from community organizations or individuals that will enrich student learning opportunities.

4. Describe any services to be contracted, such as business services, payroll, auditing services, program management, and professional development, including the anticipated costs and criteria for selecting such service.
5. Describe any existing or potential conflicts of interest between the school's leadership/management team and any affiliated business entity or partnered organization that have not already been disclosed in Section 15: Board Governance.

Attachment 19: A term sheet for the Educational Service Provider that includes:

1. Proposed duration of the service contract;
2. Roles and responsibilities of the governing board, school staff, and ESP;
3. Scope of services and resources to be provided by the ESP;
4. Performance evaluations measures and timelines;
5. Compensations structure, including clear identification of all fees to be paid to the ESP;
6. Methods of contract oversight and enforcement;
7. Investment disclosure; and
8. Conditions for renewal and termination of the contract.

Attachment 20: Copies of the proposed contract(s) for any other organizational partner. At minimum, contracts should include:

1. Proposed duration of the service contract;
2. Roles and responsibilities of the governing board, school staff, and contractor;
3. Scope of services and resources to be provided;
4. Cost and compensations structure.

Section 21: Staffing Plans, Hiring, Management, and Evaluation (7 Pages)

1. Describe in detail who is currently working or who will work on a full-time or nearly full-time basis following approval of the charter to lead development of the school and the plan to compensate these individuals.
2. Describe the relationship that will exist between the proposed charter school and its employees, including whether the employees will be at-will and whether the school will use employment contracts. If the school will use contracts, explain the nature and purpose of the contracts.
3. Outline the proposed school's salary ranges and employment benefits for all employees, as well as any incentives or reward structures that may be part of the compensation system.

4. Describe the school's strategy, plans, and timeline for recruiting and hiring the teaching staff, in accordance with the state rules and regulations regarding staff qualifications and criminal background checks. Explain how this plan includes inclusive hiring practices. Explain other key selection criteria and any special considerations relevant to the school's design. Explain how the school will assess a teacher's ability to serve the anticipated student population and be effective in teaching students identified as at-risk.
5. Explain the school's strategy for retaining high-performing teachers who have proven to improve student academic outcomes and increase educational equity.
6. Outline in detail the school's procedures for terminating school personnel.
7. Explain how the school leader will be evaluated each school year.
8. Explain how teachers will be evaluated each school year.

Attachment 21: A completed staffing table (TEMPLATE). The staffing chart includes:

1. Year one positions, as well as positions to be added during the five (5) year charter contract;
2. Administrative, instructional, and non-instructional personnel;
3. The number of classroom teachers, paraprofessionals, and specialty teachers; and
4. Operational and support staff;
5. Provide the teacher-student ratio, as well as the ratio of total adults to students for the school;

Attachment 22: [Evaluation tool\(s\)](#) that the applicant team has identified or developed already for:

1. School leader/principal
2. Teachers

Section 22: Professional Development (4 Pages)

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

1. Describe in detail the core components of teacher and staff professional development and how these components will support effective implementation of the proposed educational program. Describe how the proposed professional development plan will incorporate:
 - a. Cultural competency and inclusion
 - b. Instructional practices proven to be effective with the proposed student population
 - c. Describe how the school will increase staff capacity in the collection, analysis and use of performance data to improve student learning and evaluate the school's culture and climate.

2. Describe the expected number of days/hours for professional development throughout the school year, and explain how the school's calendar, daily schedule, and staffing structure accommodate this plan. Include time scheduled for common planning or collaboration in this discussion and specify how this time will typically be used.
3. Identify the person, position, or organization responsible for professional development and how those people/positions are qualified to provide various professional development opportunities. Discuss the extent to which the professional development will be conducted internally or externally and will be individualized or uniform.

Attachment 23: A schedule and description of any specific professional development that will take place prior to school opening. Provide a detailed description of what will be addressed during this induction period and how teachers will be prepared to deliver any unique or particularly challenging aspects of the curriculum and instructional methods. Include safety and child abuse prevention training.

Section 23: Performance Framework (4 Pages)

The Commission will evaluate the performance of every charter school annually and for renewal purposes according to the Performance Framework. Per Washington Administrative Code (WAC) 108-30, the Performance Framework is a set of academic, financial, and organizational performance standards. The academic performance standards will consider proficiency, growth, and comparative performance based on state accountability measures, and attainment of school-specific goals. The financial performance standards will be based on standard accounting principles and industry standards for sound financial operation. The organizational performance standards will be based primarily on compliance with legal obligations, including fulfillment of the governing board's fiduciary obligations related to sound governance.

Applicants must propose to supplement the Commission's Performance Framework measures with school-specific academic and organizational goals. The Commission encourages applicants to closely examine the [Performance Framework](#), and they are invited to incorporate the Performance Framework into their educational and organizational performance systems.

1. In addition to all mandatory state assessments, identify the primary interim and/or formative assessments the school will use to assess student learning needs and progress throughout the year. Explain how these interim assessments align with the school's educational program, performance goals, and state standards.
2. Describe in detail how the school will measure and evaluate academic progress (of individual students, student cohorts, and the school as a whole) throughout the school year, at the end of each academic year, and for the term of the charter contract. Describe how and when the data

will be collected and with whom it will be shared.

3. Describe how the school will collect and analyze student academic achievement data, use the data to refine and improve instruction, and report the data to the school community. Identify the person(s), position(s), and/or entities that will be responsible and involved in the collection and analysis of assessment data.
4. If applicable, address how and when the school proposes to provide, at a minimum, summative norm- reference or criterion-based assessment data which demonstrates student growth and proficiency for students in grade levels not assessed by the state (i.e. Kindergarten through grade 2, grades 9, 11-12). Describe how and when data will be collected and with whom it will be shared.

Attachment 24: A completed school-specific goals form (TEMPLATE) with school-specific **academic and organizational** goals and targets. At a minimum, the school must develop one academic and one organizational goal aligned to the mission of the school. State goals clearly in terms of the measures or assessments the school plans to use. All goals must be specific, measurable, action oriented, realistic, relevant, and time-bound.

Section 24: Facilities (3 Pages)

Charter school facilities must comply with applicable federal, state, and local health, safety, and accessibility requirements. In addition, charter school applicants must be prepared to follow applicable city planning review procedures.

1. Describe the basic facilities requirements for accommodating the school as proposed, including number of classrooms, square footage per classroom, common areas, overall square footage, and amenities (including, but not limited to playgrounds, large common spaces).
2. Explain anticipated specialty classroom needs, including the number of each type and the number of students to be accommodated at one time. Specialty needs may include, but are not limited to, the following: science labs, art rooms, computer labs, a library/media center, performance/dance rooms, auditorium, etc.
3. Describe anticipated administrative/support space needs, including anticipated number of each: main office, satellite office, work room/copy room, supplies/storage, teacher work rooms, etc.
4. Explain which, if any, of the following are essential to fulfillment of the core athletic program: gymnasium, locker rooms, weight rooms, field(s) (football, soccer, multipurpose), baseball/softball field, etc.

5. Describe the steps already taken to identify prospective facilities, as well as the process for identifying and securing a facility, including any brokers or consultants the applicant is employing to navigate the real estate market, plans for renovations, timelines, financing, etc.
6. If the applicant currently holds a facility or has an MOU or other proof of intent to secure a specific facility, briefly describe the facility, including location, size, and amenities.

Attachment 25: Proof of the commitment regarding a specific secured facility. Or, up to 10 (ten) pages of supporting documents providing details about proposed facilities including maps, pictures, communications with relator/broker, etc.

Section 25: Transportation, Safety, and Food Service (3 Pages)

1. Describe the school transportation plan and arrangements for prospective students. In addition to daily transportation needs, describe how the school plans to meet transportation needs for field trips and athletic events.
2. Summarize the plan for safety and security for students, the facility, and property, and how that plan complies with all federal, state, county, and city health and safety laws. Explain the types of security personnel, security technology, security equipment, and security policies that the school will employ.
3. Outline the plans for food service and other significant operational or ancillary services.

Attachment 26: A list of the types of insurance coverage the school will secure, including a description of the levels of coverage. Types of insurance include, but are not limited to, workers' compensation, unemployment compensation, general liability, property, indemnity, directors and officers, motor vehicle, and errors and omissions. Applicants should ensure that they have the coverage identified in the sample contract (§ 13.1).

Section 26: Operations Plan and Capacity (3 Pages)

1. Describe the applicant team's individual and collective qualifications for implementing the Operations Plan successfully, including capacity in areas such as the following:
 - a. Staffing;
 - b. Performance management;
 - c. General operations;
 - d. Day-to-day management of facilities;
 - e. State and Federal compliance.

2. Describe the organization's capacity and experience in facilities acquisition, including managing build-out and/or renovations, as applicable.

Attachment 27: Start-Up Plan - A detailed start-up plan for the school, specifying tasks, timelines, and responsible individuals. This plan should align to the start-up budget.

CATEGORY 3: FINANCIAL PLAN AND CAPACITY

Section 27: Financial Plan (6 Pages)

1. Describe the systems, and processes the school will use for financial planning, accounting, purchasing, and payroll, including a description of how it will establish and maintain strong internal controls and ensure compliance with all financial reporting requirements and the [Accounting Manual for Public School Districts](#).
2. Describe the roles and responsibilities of the school’s administration and governing board for school finances and distinguish between each.
3. Describe how the school will ensure financial transparency to the Commission and the public, including its plans for public adoption of its budget and public dissemination of its annual audit and an annual financial report.

Attachment 28: Be sure to complete all sheets in the Workbook. In developing the budget, please use the per-pupil revenue estimator tool and allocation estimate guidance provided by the Commission.

Attachment 29: A [detailed budget narrative](#), including description of assumptions and revenue estimates that includes, but is not limited to, the basis and calculations for revenue projections, staffing levels, and expenditures. The narrative response should specifically address the degree to which the school/campus budget will rely on variable income (e.g., grants, donations, fundraising). The budget narrative should include the following:

1. Anticipated funding sources: Indicate the amount and sources of funds, property or other resources expected to be available through banks, lending institutions, corporations, foundations, grants, etc. Describe any restrictions on access to, or use of, any identified funding sources. Include evidence of commitment for any funds on which the school’s core operation depends;
2. Discuss the school’s contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated;

Attachment 30: Sample financial policies and procedures including financial planning, accounting, purchasing, and payroll, the establishment and maintenance of strong internal controls to ensure compliance with all financial reporting requirements and the School District Accounting Manual.

1. Describe in detail the year one cash flow contingency, in the event that revenue projections are not met in advance of opening.
2. Describe the school's ability to meet the Commission's Financial Performance Framework standards throughout the life of the charter contract.

Attachment 31: Evidence of philanthropic funding commitments.

Attachment 32: The school's long-term fundraising plan. Be sure to include specifics about the timeline as well as the person responsible for each task. The plan should describe how the school will sustain any necessary fundraising, who will take the lead in implementing the plan, and how board members will be engaged in fundraising and plan implementation.

Section 28: Financial Management Capacity (2 Pages)

1. Describe the applicant team's individual and collective qualifications for implementing the Financial Plan successfully, including capacity in areas such as the following:
 - a. Financial management;
 - b. Fundraising and development; and
 - c. Accounting and internal controls.

Attachment 33: The most recent internal financial statements, including balance sheets and income statements for the organization and any related business entities, if applicable. Be sure that the school level and overall operations are distinctly represented.

Attachment 34: The last three years of independent financial audit reports and management letters for the organization as a whole and any related business entities, if applicable.

CATEGORY 4: EXISTING OPERATORS AND PLANNED GROWTH

Section 29: Existing Operators or Charter Management Organization Growth and Expansion/Replication of Current Schools (4 Pages)

Applicants who already operate one or more schools, including charter management organizations (CMOs), or must respond to the following:

1. Provide a description of how the applicant has assessed the performance of its current school/s and determined it is capable and ready to open another school. Describe the methods, tools, assessments, or indicators that the applicant has used to determine that it will likely be an academic, operational, and financial success.
2. Provide a detailed description of the organization's growth plans and capacity to successfully support and execute that plan, including business plans to support anticipated growth. The description must also include the organization's overall growth plan regarding the total number of charter schools it hopes to operate in Washington State.
3. Disclose any schools that have been closed or non-renewed, or charters that have been revoked by any authorizer.

Attachment 35: For applicants authorized to open a school in the 2020 school year and beyond, **whether by the Commission or another authorizer**, provide a status report regarding compliance with each preopening condition.

Attachment 36: *Portfolio Summary Template*, complete all requested information for each of the organization's schools.

APPENDIX A: NEW CHARTER SCHOOL APPLICATION TIMELINE

The article below represents the timeline for the New Charter School Application cycle. The deadlines and due dates are mandatory and nonnegotiable for applicants. Failure to meet the New Charter School Application submission deadline will result in disqualification from participation. All times are Pacific Time (PT). The Commission reserves the right to revise the timeline. Any revisions will be posted on the Commission’s website at <http://charterschool.wa.gov/applying/application-updates/>

All applicants will receive email notification via the email provided on the Notice of Intent. Applicants are responsible for checking their email in a timely manner.

Date*	Activity
September 3, 2019	New Charter School Application released
October 1, 2019 – October 10, 2019	New Charter School Application Orientations October 1, 2019 (Moses Lake, WA) October 3, 2019 (Vancouver, WA) October 8, 2019 (Bremerton, WA) October 10, 2019 (Seattle, WA)
November 4, 2019	Applicant questions due
November 12, 2019	Answers to applicant questions released on website
December 2, 2019 5:00 p.m. PT	Notice of Intent to Apply (NOI) due <i>Please note that a press release and notification to the school districts listed on the NOI will be sent out after this date.</i>
December 3, 2019	Epicenter accounts provided to applicants
December 12, 2019	Applicant complaints deadline
December 19, 2019	Commission’s written response to complaints issued
February 28, 2020 5:00 p.m. PT	Application deadline including redacted copy <i>Please note that a press release and notification to the school districts listed on the Application will be sent out after this date.</i>
March 11, 2020	Completeness findings distributed (no later than this date)
March 17, 2020 5:00 p.m. PT	Deadline for eligible applicants to deliver hard copies of Application
April 15 & 17, 2020	Panel Calls
April 27-30, 2020 (Only if needed – May 4 th)	Capacity Interviews – <i>Dates to be assigned by the Commission</i>
May 11-14 & 18-21, 2020	Public Forums – <i>Dates to be assigned by the Commission</i>
May 27, 2020 5:00 p.m.	Deadline for public comments regarding eligible applicants
June 11, 2020	Recommendation Reports Released
June 21, 2020	Deadline for applicant withdrawal
June 25, 2020	Commission Resolution Meeting
July 1, 2020	Applicant request for optional debriefing due
July 2-5, 2020	Optional debriefings
Within five <u>business</u> days of debriefing	Deadline for filing Protest
September 9, 2020	Deadline for final contracts to be signed

APPENDIX B: APPLICATION ATTACHMENTS AND TEMPLATES CHART

Section	Attachment	
	Name	Submission Format/s
GENERAL INFORMATION		
Cover Sheet	Charter School Commission Application Cover Sheet (TEMPLATE)	Word Document or PDF
Executive Summary & Logic Model	<u>Attachment 1</u> : Logic Model (TEMPLATE)	Word Document or PDF
CATEGORY 1: EDUCATIONAL PLAN AND CAPACITY		
Section 1: School Overview	<u>Attachment 2</u> : Pending Authorization and School Opening Form (TEMPLATE)	Word Document or PDF
Section 2: Family and Community Engagement	<u>Attachment 3</u> : Evidence of community support/engagement in the application process	Word Document, PDF, or JPEG
Section 3: School Culture & Climate	No Attachments	
Section 4: Student Recruitment, Enrollment, and Retention	<u>Attachment 4</u> : Enrollment Policy	Word Document or PDF
Section 5: Program Overview	No Attachments	
Section 6: Curriculum and Instructional Design	<u>Attachment 5</u> : A sample course scope and sequence	Word Document or PDF
	<u>Attachment 6</u> : Curriculum development plan	
Section 7: Student Performance Standards	<u>Attachment 7</u> : Exit standards for graduating students or students completing the last grade in the school	Word Document or PDF
Section 8: High School Graduation Requirements	<u>No Attachments</u>	
Section 9: Supplemental Programming	<u>Not Attachments</u>	
Section 10: Special Populations and At-Risk Students	<u>No Attachments</u>	
Section 11: School Calendar and Schedule	<u>Attachment 8</u> : School calendar <u>Attachment 9</u> : A sample daily and weekly schedule	Word Document or PDF
Section 12: Student Discipline Policy and Plan	<u>Attachment 10</u> : Discipline policy	Word Document or PDF

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<p>Section 13: Educational Program Capacity</p>	<p><u>Attachment 11</u>: Qualifications and resume for the proposed school leader or a job description and qualifications for the school leader <u>Attachment 12</u>: Qualifications and resumes for the identified members of the leadership team, and for each position not yet filled, include job descriptions and qualifications</p>	<p>Word Document or PDF</p>
<p>CATEGORY 2: ORGANIZATIONAL PLAN AND CAPACITY</p>		
<p>Section 14: Legal Status and Governing Documents</p>	<p><u>Attachment 13</u>: Governing documents: Articles of Incorporation; Proof of nonprofit status Bylaws; Board Chair signed Statement of Assurances (TEMPLATE); and Other governing documents already adopted</p>	<p>Word Document or PDF*</p>
<p>Section 15: Board Members and Governance</p>	<p><u>Attachment 14</u>: Provide the following documents for each current and proposed board member identified on the Cover Sheet (Section D: Board Member Roster): Completed and signed Board Member Information Form (TEMPLATE); Board member resume <u>Attachment 15</u>: Provide a signed Initial Background Check Certification form (TEMPLATE) to verify that a background check has been initiated and will be completed within the timetables set forth in the Sample Contract: Attachment 1, Pre-Opening Process and Conditions for each board member and school leader. <u>Attachment 16</u>: The board’s proposed: Code of Ethics Policy; and Conflict of Interest Policy</p>	<p>Word Document or PDF*</p>

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Section 16: Organization Structure	<u>Attachment 17</u> : Provide organization charts that show the school governance, management, staffing plan, and structure in: The first year of school operations; At the end of the 5-year charter term; and When the school reaches full capacity, if in a year beyond the first charter term.	Word Document or PDF
Section 17: Advisory Bodies	No Attachments	
Section 18: Grievance/Complaint Process	Not Attachments	
Section 19: District Partnerships	<u>Attachment 18</u> : Evidence of outreach including emails, letters, meeting agendas or notes, etc. If applicable, Memorandum of Understanding (MOU) or other partnership documentation (i.e. letters of support/partnership, etc.)	Word Document, PDF, or JPEG
Section 20: Educational Service Providers (ESP) and Other Contracts	<u>Attachment 19</u> : ESP contract term sheet <u>Attachment 20</u> : Copies of the proposed contracts for other organizational partners	Word Document or PDF
Section 21: Staffing Plans, Hiring, Management, and Evaluation	<u>Attachment 21</u> : Staffing table (TEMPLATE) <u>Attachment 22</u> : School leader/principal evaluation tools and teacher evaluation tools	Word Document or PDF
Section 22: Professional Development	<u>Attachment 23</u> : Professional development schedule	Word Document or PDF
Section 23: Performance Framework	<u>Attachment 24</u> : School-Specific Goals Form (TEMPLATE)	Word Document or PDF
Section 24: Facilities	<u>Attachment 25</u> : Facility documents (10 pages max.)	Word Document, PDF, or JPEG
Section 25: Transportation, Safety, and Food Service	<u>Attachment 26</u> : Insurance coverage	Word Document, PDF, or JPEG
Section 26: Operations Plan & Capacity	<u>Attachment 27</u> : Start-up Plan	Word Document, PDF, or JPEG
CATEGORY 3: FINANCIAL PLAN AND CAPACITY		

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Section 27: Financial Plan	<u>Attachment 28</u> : Financial plan workbook (TEMPLATE) <u>Attachment 29</u> : Budget narrative <u>Attachment 30</u> : Sample financial policies and procedures <u>Attachment 31</u> : Evidence of philanthropic funding commitments noted in budget <u>Attachment 32</u> : Fundraising plan	Word Document, Excel Spreadsheet, or PDF <i>Attachment 28 must be submitted as an Excel Spreadsheet</i>
Section 28: Financial Management Capacity	<u>Attachment 33</u> : Recent internal financial statements <u>Attachment 34</u> : Independent financial audit reports and management letters	Word Document, Excel Spreadsheet, or PDF
CATEGORY 4: EXISTING OPERATORS & PLANNED GROWTH		
Section 29: Existing Operators	<u>Attachment 35</u> : Status Report regarding Pre-Opening Conditions <u>Attachment 36</u> : Portfolio Summary (TEMPLATE)	Excel Spreadsheet, Word Document, or PDF <i>Attachment 36 must be submitted as an Excel Spreadsheet</i>

**Please see specifications regarding uploading documents with signatures in "Application Contents"*