

Washington State Charter School Commission

# 2016 CHARTER SCHOOL CONTRACT

Issue Date: April 11, 2016

Updated: May 25, 2016

**CHARTER SCHOOL CONTRACT**

**FOR THE OPERATION OF SUMMIT PUBLIC SCHOOLS: OLYMPUS**

**PARTIES:**

**WASHINGTON STATE CHARTER SCHOOL COMMISSION**

**Summit Public Schools Washington**

**UBI NUMBER: 603-349-353**

**EIN NUMBER:**

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## **PARTIES**

This agreement is executed on this 1<sup>st</sup> day of June 2016 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 Summit Public Schools Washington (“Applicant”), a qualified public benefit nonprofit corporation.



## RECITALS

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

WHEREAS, on November 22, 2013, Summit Public Schools Washington non-profit corporation submitted an application to open and operate a charter school referred to as Summit Public Schools Olympus and

WHEREAS, on January 30, 2014, the Commission approved the application subject to conditions outlined in Resolution #14-14A; and

WHEREAS, on February 5, 2014 the State Board of Education certified that approval of the application is in compliance with the maximum limit on the number of charter schools allowed under RCW 28A.710.150.

WHEREAS, on April 24, 2014 Summit Public Schools Washington and the Commission entered into a contract that was subsequently rendered invalid by Supreme Court ruling.

WHEREAS, the parties are acting within the sixty day timeframe for executing a contract with the same terms and duration or substantially the same terms and duration as were in effect on December 1, 2015.

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

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

### **Section 1.1 Purpose**

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

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

This Contract is effective August 17, 2016 and will remain in full force and effect through August 17, 2021 unless sooner revoked or terminated as provided herein. Funding under this agreement shall not commence until the Re-Opening Conditions (Attachment 1: Re-Opening Process and Conditions) have been completed to the satisfaction of the Commission, and the school begins to operate.

### **Section 1.3 Re-Opening Conditions**

The School shall meet all of the Re-Opening Conditions identified in Attachment 1: Re-Opening Process and Conditions by the dates specified. Satisfaction of all Re-Opening Conditions is a condition precedent to the formation of a contract. The Commission may waive or modify the conditions contained in the Re-Opening Conditions or may grant the School an additional planning year upon good cause shown. If the School requires a delay of more than one year, it must request an extension from the Commission in writing by July 1, 2016.

## ARTICLE II: DEFINITIONS

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

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

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

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

**“Articles and Bylaws”** means the Applicant’s articles of incorporation and bylaws as defined in Chapter 24.03 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: Re-Opening Process and Conditions; Attachment 2: Governance Documents; Attachment 3: Board Roster and Disclosures; Attachment 4: Educational Program Terms and Design Elements; Attachment 5: Conflict of Interest Policy; Attachment 6: Education Service Provider (ESP) Contract Guidelines; Attachment 7: Physical Plant; Attachment 9: Identification of Documentation Required for Annual Performance Report; Attachment 10: Enrollment Policy; Attachment 11: Request for Proposals; Attachment 12: Charter Public School Application.

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Section 3.1 Mission**

The mission of the School is as follows: To prepare a heterogeneous student population for success in a four-year college, and to be thoughtful, contributing members of society.

## **ARTICLE IV: GOVERNANCE**

### **Section 4.1 Governance**

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

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

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

### **Section 4.2 Governance Documents**

The Applicant and School shall be maintain legal status and operate in accordance with the terms of the attached Governance Documents, Attachment 2: Governance Documents, and the Application.

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

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

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

The School shall implement and follow the organizational plan described in the Application.

### **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. The roster of the Board and each member's disclosure form are attached to this Contract as Attachment 3: Board Roster and Disclosures (initially or as amended, the "Board Roster and Disclosures").

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

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

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

The Board shall notify the Commission of any changes to the Board Roster and Disclosures within five (5) business days of their taking effect and provide an amended Board Roster and Disclosures. If, at any time,

the Board fails to operate in accordance with the terms of its Bylaws it shall immediately notify the Commission of that failure.

#### **Section 4.7 Affiliation**

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

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

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

The Board adopted the Conflicts of Interest Policy attached to this agreement as 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 with made without amendment to this agreement.

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

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

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

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



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

### **Section 5.1 General Compliance**

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

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

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

### **Section 5.3 Nonsectarian Status**

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

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

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

### **Section 5.5 Ethics**

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

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

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

### Section 5.6 Public Records

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

### Section 5.7 Record Keeping

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

### Section 5.8 Non-Discrimination

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

### Section 5.9 Inventories

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

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

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

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

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

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

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

#### **Section 5.12 Transportation**

The School shall be responsible for providing students transportation in accordance with legal obligations and consistent with the plan proposed in the approved application, Attachment 12: Public Charter School Application, page 77.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In its application, School was identified as a new school to be operated by Summit Public Schools Washington.

Summit Public Schools Washington, a non-profit charter management organization (CMO). As such, School's relationship with Summit Public Schools Washington, is not subject to the procedures outlined in "Section

5.19 Third-Party Education Service Provider Contracts.” School is otherwise subject to “Section 5.19 Third-Party Education Service Provider Contracts” and, in all other instances, School and Summit Public Schools Washington are bound by the terms of this agreement and all applicable laws.

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

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

#### **Section 5.20 Complaints**

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

#### **Section 5.21 Notification to Commission**

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

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

### **Section 5.22 School Calendar**

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

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

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

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

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

## **ARTICLE VI: ENROLLMENT**

### **Section 6.1 Enrollment Policy**

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

### **Section 6.2 Maximum Enrollment**

The maximum number of students who may be enrolled in the first year of operation of the School shall be 150 students, with an ability to exceed this amount by no more than 25 students, to the extent that the School's facility and staffing can accommodate such a number and maintain compliance with Applicable Law and the Contract. If the School wishes to enroll more than the maximum number of students listed above, it shall, before exceeding this number, provide evidence satisfactory to the Commission that it has the capacity to serve the larger population. The maximum enrollment shall not exceed the capacity of the School facility.

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

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

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

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

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

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

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

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

**ARTICLE VII: TUITION AND FEES**

**Section 7.1 Tuition Fees**

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



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

The School is required to implement, deliver, support, and maintain the design elements education program terms described in its Application.

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

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

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

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

### **Section 8.3 Content Standards**

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

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

### **Section 8.4 Assessments**

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

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

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

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

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

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

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

## **ARTICLE IX: FINANCIAL ACCOUNTABILITY**

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

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

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

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

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

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

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

### **Section 9.4 Encumbrances**

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

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

### **Section 9.5 Bank Accounts**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Section 9.12 Disbursement Procedures**

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

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

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

### **Section 9.14 Budget**

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

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

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

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

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

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

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

## ARTICLE X: AUDITS

### Section 10.1 Audits

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

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

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

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

## **ARTICLE XI: SCHOOL FACILITIES**

### **Section 11.1 Accessibility**

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

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

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

### **Section 11.3 Location**

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

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

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

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

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

### **Section 11.6 Inspections**

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

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

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

## ARTICLE XII: EMPLOYMENT

### Section 12.1 No Employee or Agency Relationship

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

### Section 12.2 Retirement Plan

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

### Section 12.3 Teacher Membership in Professional Organizations

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

### Section 12.4 Background Checks

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



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

### **Section 13.1 Insurance**

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

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

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

### **Section 13.2 Insurance Certification**

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

### **Section 13.3 Risk Management**

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

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

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

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

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

#### **Section 13.6 Indemnification**

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

## ARTICLE XIV: OVERSIGHT AND ACCOUNTABILITY

### Section 14.1 School Performance Framework

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

### Section 14.2 Performance Audits and Evaluation

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

#### Section 14.2.1 Annual Performance Review

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

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

#### Section 14.2.2 Data and Reports

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Section 15.6 Oversight Fee**

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

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

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

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

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

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

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

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

### **Section 16.3 Other Remedies**

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

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

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

#### **Section 16.5 Invalid Provisions**

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

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

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

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

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

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

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

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

#### **Section 16.9 Dissolution**

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

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

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



## **ARTICLE XVII: MISCELLANEOUS PROVISIONS**

### **Section 17.1 Merger**

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

### **Section 17.2 Amendments**

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

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

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

### **Section 17.4 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 17.5 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 17.6 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 17.7 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.

### **Section 17.8 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 17.9 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 17.10 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 17.11 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 17.12 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 17.13 Gender and Number**

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

**Section 17.14 Solicitation and Response**

This Contract is entered into as a result of the approval of the application submitted by the School in response to the Commission’s Request for Proposal (RFP). The RFP is attached as Attachment 11: Request for Proposals to this Contract and the School’s application submitted in response to the RFP is attached as Attachment 12: Charter Public School Application to this Contract.

## ARTICLE XVIII: NOTICE

### Section 18.1 Notice

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

Charter School Point of Contact:  
Jen Davis Wickens  
Summit Public Schools Washington  
710 S Hudson Street  
Seattle, WA 98134  
(203)747-0599

Joshua Halsey  
Washington Charter School Commission  
PO Box 40996  
Olympia, WA 98504-0996  
Joshua.Halse@charterschool.wa.gov  
(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 17, 2016.

APPROVED BY A QUORUM OF THE COMMISSION ON May 19, 2016:

 6/1/16  
\_\_\_\_\_  
Steve Sundquist, Chair  
Washington State Charter School Commission

THE CHARTER SCHOOL BOARD:

  
\_\_\_\_\_  
Michael Orblino, President  
Charter School Board

Updated: May 25, 2016

## **APPENDICES**

Attachment 1: Re-Opening Process and Conditions

Attachment 2: Governance Documents

Attachment 3: Board Roster and Disclosures

Attachment 4: Educational Program Terms and Design Elements

Attachment 6: Education Service Provider (ESP) Contract Guidelines

Attachment 7: Physical Plant

Attachment 8: Statement of Assurances

Attachment 9: Identification of Documentation Required for Annual Performance Report

Attachment 10: Enrollment Policy

Attachment 11: Request for Proposals

Attachment 12: Charter Public School Application

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

TASK	DUE DATE	STATUS/NOTES	COMPLETE
<b>School Facility/Physical Plant:</b>			
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	Previously verified, documents on file with Commission	Yes
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	Previously verified, documents on file with Commission	Yes
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	Previously verified, documents on file with Commission	Yes
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	Previously verified, documents on file with Commission	Yes
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	Previously verified, documents on file with Commission	Yes
<b>School Operations:</b>			
Board approved (with signature page and date) special education policies and procedures (2161 and 2161P). In addition, evidence of submission of policies and procedures to OSPI and approval from OSPI are on file with the Commission.	2/15	Previously verified, documents on file with Commission	Yes
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	6/15		

by the Commission.			
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	Previously verified, documents on file with Commission	Yes
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	Previously verified, documents on file with Commission	Yes
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	Previously verified, documents on file with Commission	Yes
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.	6/30		
Provide evidence that students representing 80% of the projected fall membership have enrolled, including name, address, grade and prior school attended.	7/15		
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	Previously verified, documents on file with Commission	Yes
The required Safe School Plan consistent with the school mapping information system pursuant to RCW 28A.320.125; RCW 36.28A.060, is on file with the Commission. For more information on a Safe School Plan, please visit: <a href="https://www.k12.wa.us/safetycenter/Planning/Manual.aspx">https://www.k12.wa.us/safetycenter/Planning/Manual.aspx</a>	7/1	Previously verified, documents on file with Commission	Yes

The School, through website posting and written notice with receipt acknowledge by signature of the recipient, must advise families of new, ongoing, and prospective students of any ongoing litigation challenging the constitutionality of charter schools or that may require charter schools to cease operations.	7/1		
<b>PRE-OPENING SITE VISIT</b>  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		
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	Previously verified, documents on file with Commission	Yes
An employee roster and proof of background check clearance for members of the Charter school board, all staff, and contractors who will have unsupervised access to children is on file with the Commission.	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	8/1		



Coordinator have been named and submitted to OSPI and the Commission.			
Provide evidence that all employees have completed training on child abuse and neglect reporting or has comparable experience.	8/15		
<b>School Governance:</b>			
Within two weeks of contract execution, charter school board members must submit a Personal Financial Affairs Statement to the Public Disclosure Commission. The Commission will confirm that each charter school board members has submitted their Statement with the Public Disclosure Commission.	2 weeks from execution of contract		
Charter school must submit annual board meeting schedule including date, time, and location to Commission and assure the Commission that the meetings are posted on school website.	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 charter school 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	Previously verified, documents on file with Commission	Yes
Submit emergency contact information for the Chief Executive Officer (CEO) and other members of the management team.	5/31		
Annually, the School and Commission must set performance targets/mission-specific goals designed to help the School meet its mission-specific educational and organizational goals. Once agreed upon, those performance targets shall be incorporated into the charter contract through amendment. These targets must be set by July 1st of each year of the School's	7/1		

operation			
<b>Budget:</b>			
Submit an unaudited Quarter statement of income and expenses. School is required to use the Commission's Budget and Quarterly report template to satisfy this requirement.	2/15	Exempt	
Submit an unaudited Quarter statement of income and expenses. School is required to use the Commission's Budget and Quarterly report template to satisfy this requirement.	5/15	Exempt	
The School has provided evidence of an authorization process that identifies 1) individual(s) authorized to expend School funds and issue checks; 2) safeguards designed to preclude access to funds by unauthorized personnel and/or misappropriation of funds; and 3) individual(s) responsible for review and monitoring of monthly budget reports.	7/1	Previously verified, documents on file with Commission	Yes
A copy of the annual budget (using the Commission budget form) adopted by the School Board is on file with the Commission.	7/10		
Submit an unaudited Quarter statement of income and expenses. School is required to use the Commission's Budget and Quarterly report template to satisfy this requirement.	8/15	Exempt	
Provide proof of insurance as set forth in the Contract.	8/1		

## Attachment 2: Governance Documents

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

DEPARTMENT OF THE TREASURY

Date: **MAY 28 2014**

SUMMIT PUBLIC SCHOOLS WASHINGTON  
210 S HUDSON ST  
SEATTLE, WA 98134

Employer Identification Number:  
46-4118400  
DLN:  
17053326401043  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
June 30  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
November 15, 2013  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

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

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

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

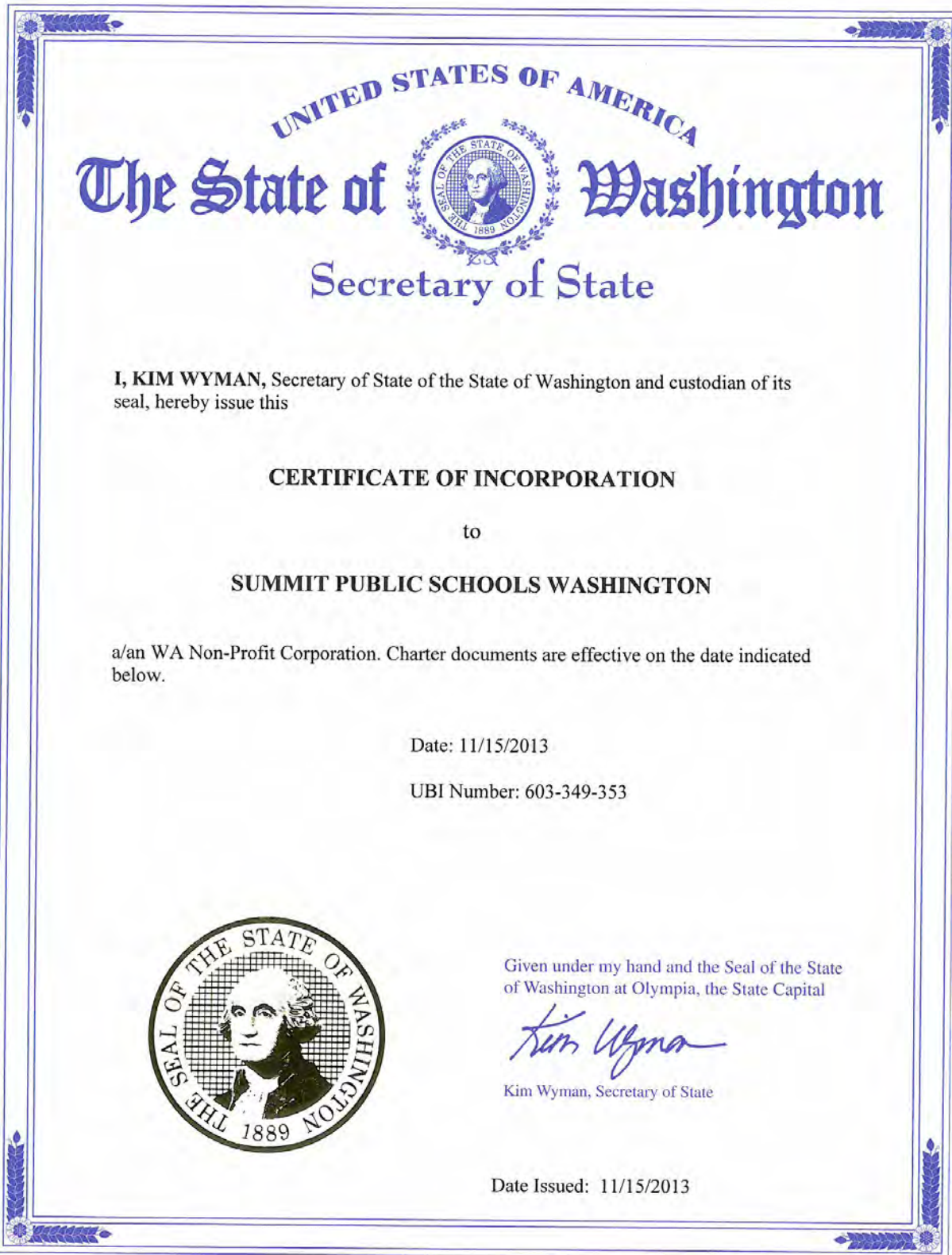
Sincerely,



Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947



603 349 353

FILED  
NOV 15 2013  
WA SECRETARY OF STATE

**ARTICLES OF INCORPORATION  
OF  
SUMMIT PUBLIC SCHOOLS WASHINGTON**

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

**ARTICLE 1. NAME**

The name of the corporation is Summit Public Schools Washington.

**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, or in the corporation's Articles of Incorporation or Bylaws, the corporation shall have all powers which now or hereafter are conferred by law upon a corporation organized for the purpose set forth above, or are necessary or

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

### **3.3 Limitations**

#### **3.3.1 Nonprofit Status**

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

#### **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 of Incorporation, to any other organization that then qualifies for exemption under the provisions of Code Section 501(c)(3). Any such assets not so disposed of shall be disposed of by the Superior Court of King County, Washington, exclusively for a Code Section 501(c)(3) purpose or purposes similar to those set forth in Section 3.1 of these Articles of Incorporation, or to such organization or organizations, as said court shall determine, that are organized and operated for similar Code Section 501(c)(3) purposes.

#### **3.3.3 Prohibited Activity**

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

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

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

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

### **3.4 Powers**

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

## **ARTICLE 4. DIRECTORS**

### **4.1 Number**

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

### **4.2 Initial Director(s)**

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

Jimmy Zungia  
610 Bowdoin Lane Apt 102A,  
Stanford, CA 94305

#### ARTICLE 5. MEMBERS

The corporation shall have one member. The member shall be Summit Public Schools, a California nonprofit public benefit corporation.

#### ARTICLE 6. LIMITATION OF DIRECTOR LIABILITY

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

#### ARTICLE 7. INDEMNIFICATION

##### 7.1 Right to Indemnification

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



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

#### **7.2 Restrictions on Indemnification**

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

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

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

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

An Indemnified Person seeking indemnification pursuant to Section 7.1 or Advanced Expenses pursuant to Section 7.3 must first submit to the Board a sworn statement requesting indemnification or Advanced Expenses, as the case may be, and reasonable evidence of all such amounts requested by such Indemnified Person (such statement, a "*Claim*"). If (a) a Claim pursuant to Section 7.1 above is not paid in full by the corporation within 60 days after such Claim has been received by the corporation, or (b) a Claim pursuant to Section 7.3 above is not paid in full by the corporation within 30 days after such Claim has been received by the corporation, then the Indemnified Person may at any time after the expiration of the applicable period bring suit against the

corporation to recover the unpaid amount of such Claim. If an Indemnified Person succeeds in whole or in part in any such suit or in a suit brought by the corporation to recover Advanced Expenses pursuant to the terms of an undertaking, then such Indemnified Person is also entitled to receive reimbursement from the corporation for the expense of prosecuting or defending such suit. The Indemnified Person shall be presumed to be entitled to indemnification under this Article 7 upon submission of a Claim (and, in an action brought to enforce a Claim for Advanced Expenses, where the required undertaking has been delivered to the corporation), and, thereafter, the corporation shall have the burden of proof to overcome the presumption that the Indemnified Person is so entitled.

#### **7.5 Procedures Exclusive**

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

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

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

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

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

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

The corporation may, by action of the Board of Directors, grant rights to indemnification and advancement of expenses to employees and agents or any class or

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

**7.9 Persons Serving Other Entities**

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

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

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

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

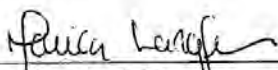
The corporation reserves the right to amend or repeal any of the provisions contained in these Articles of Incorporation in any manner now or hereafter permitted by law.

**ARTICLE 10. INCORPORATOR**

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

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

DATED: Nov. 15, 2013

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

**CONSENT TO APPOINTMENT AS REGISTERED AGENT**

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

Dated: November 14, 2013.

Alicia Langfeldt  
(Signature)

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

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

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



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

**Congratulations:**

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

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

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

**IMPORTANT**

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

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

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

**BYLAWS  
OF  
SUMMIT PUBLIC SCHOOLS WASHINGTON**

(A Washington Nonprofit Corporation)

**ARTICLE I  
NAME**

Section 1. NAME. The name of this corporation is Summit Public Schools Washington (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 Member shall from time to time designate. The Member may change the location of the principal office. Any such change of location must be noted by the Secretary on these Bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Member 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**

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 power that do not further the purposes of the Corporation.

The Corporation shall not carry on 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, 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 Internal Revenue 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.

**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 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. 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 director or officer of the Corporation. On liquidation or dissolution, 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 and that has established its exempt status under Internal Revenue Code section 501(c)(3).

#### **ARTICLE VI MEMBERSHIP**

Section 1. SOLE MEMBER. Unless and until these Bylaws are amended to provide otherwise, Summit Public Schools, a California nonprofit public benefit corporation, shall be the sole Member of this Corporation (the "Member") as the term "member" is defined in RCW 24.03.065. The membership of the Member in the Corporation is not transferable.

Section 2. ASSOCIATES. Nothing in this Article VI shall be construed as limiting the right of the Corporation to refer to persons associated with it as "members" even though such persons are not members of the Corporation, and no such reference shall make anyone a member within the meaning of RCW 24.03.065, including honorary or donor members. Such individuals may originate and take part in the discussion of any subject that may properly come before any meeting of the Board, but may not vote. The Corporation may confer by amendment of its Articles of Incorporation or these Bylaws some or all of the rights of a member, as set forth in the Washington Nonprofit Corporation Act, upon any person who does not have the right to vote for the election of directors, on a disposition of substantially all of the Corporation's assets, on the merger or dissolution of it, or on changes to its Articles of Incorporation or Bylaws, but no such person shall be a member within the meaning of RCW 24.03.065. The Board may also, in its discretion, without establishing memberships, establish an advisory council or honorary board or such other auxiliary groups as it deems appropriate to advise and support the Corporation.

Section 3. RIGHTS OF MEMBER. The Member (as defined in RCW 24.03.065) shall have the right, as set forth in these Bylaws, to elect or appoint members of the Board of Directors, to remove members of the Board of Directors, to vote on the disposition of all or substantially all of



Section 5. RESTRICTION ON BOARD AUTHORITY. The Board shall not, without the prior written approval of the Member, authorize or direct any officer of the Corporation to perform or commit any of the following acts:

- a. Borrow money in the name of the Corporation for corporate purposes in excess of Twenty Five Thousand Dollars (\$25,000) or utilize property (real or personal) owned by the Corporation as security for loans in excess of Twenty Five Thousand Dollars (\$25,000);
- b. Assign, transfer, pledge, compromise or release any of the claims of or debts to the Corporation in excess of Twenty Five Thousand Dollars (\$25,000) except on payment in full, or arbitrate or consent to the arbitration of any dispute or controversy of the Corporation in excess of Twenty Five Thousand Dollars (\$25,000);
- c. Make, execute or deliver any assignment for the benefit of creditors, or any bond, confession of judgment, chattel mortgage, security agreement, deed, guaranty, indemnity bond, surety bond, or contract to sell or bill of sale of the property of the Corporation in excess of Twenty Five Thousand Dollars (\$25,000);
- d. Acquire, purchase, develop, improve, sell, lease or mortgage any corporate real estate or any interest therein or enter into any contract for any such purposes in excess of Twenty Five Thousand Dollars (\$25,000);
- e. Make any loan or investment of any assets of the Corporation, or enter into any contract or incur any liabilities on behalf of the Corporation other than for fair consideration or in the ordinary course of business relating to its normal daily operation;
- f. Approve the sale, lease, conveyance, exchange, transfer, or other disposition of all or substantially all of the assets of the Corporation;
- g. Approve the principal terms of a merger of the Corporation with another organization;
- h. Approve the filing of a petition for the involuntary dissolution of the Corporation if statutory grounds for such a dissolution exist;
- i. Approve the voluntary dissolution of the Corporation or the revocation of such an election to dissolve it;
- j. Approve, repeal or amend the Bylaws; or
- k. Appoint or remove any member of the Board of Directors.

Section 6. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any

director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office 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; (c) the increase of the authorized number of directors; or (d) the failure of the Member, at any meeting of the Member at which any director or directors are to be elected, to elect the number of directors required to be elected at such meeting.

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 Chief Regional Officer, or 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 Member 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 the Corporation would be left without a duly elected Director in charge of its affairs.

Section 9. REMOVAL OF DIRECTORS. A Director may only be removed by the Member. The Member may remove a Director with or without cause.

Section 10. VACANCIES FILLED BY MEMBER. Vacancies on the Board of Directors shall be filled by the Member.

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 shall be held at the principal office of the Corporation. The Board of Directors may designate that a meeting be held at any place within Washington that has been designated by resolution of the Board of Directors or in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Open Public Meetings Act RCW 42.30.

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. 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 at any meeting required to be open to the public vote by secret ballot. Any vote taken in violation of this section shall be null and void.

Section 14. ANNUAL MEETINGS. The Board of Directors shall meet annually for the purpose of organization and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as may be specified and noticed by resolution of the Board of Directors. Prior notice of all meetings shall be provided to the Member.

Section 15. REGULAR MEETINGS. Regular meetings of the Board shall be held on such dates and at such times as shall be determined by resolution of the Board on or before January of each year for publication in the Washington state register. If at any time any regular meeting falls on a holiday, such regular meeting shall be held on the next business day. The publication in the Washington state register shall specify the time and location for the regular meeting and shall also be posted in a location that is freely accessible to members of the public, or on the Corporation's internet web site, if the Corporation has one, and at the site of each charter school operated by the Corporation. The publication 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 publication shall provide an opportunity for members of the public to directly address the Board on any item of interest to the public before or during the Board's consideration of the item, that is within the authority of the Board. Except as otherwise permitted by the Open Public Meetings Act, no action or discussion shall be undertaken on any item not appearing on the posted publication.

Section 16. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the President of Directors, if there is such an officer, or a majority of the Board of Directors. If a President has not been elected then the Chief Regional Officer 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 of the Board 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

(2) Notice of a special meeting called under 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 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 (a) and (b) of this section shall specify the time and place of the special meeting and the business to be transacted. Final disposition shall not be taken on any other matter at such meetings by the Board.

(4) The notices provided in this section may be dispensed with in the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage.

Section 17. EMERGENCY MEETINGS. In the event of an emergency, as defined by RCW 42.30.070, and there is a need for expedited action by the Board to meet the emergency, the President may provide for a meeting site other than the regular meeting site and the notice requirements of RCW 42.30.070 shall be suspended during such emergency.

Section 18. QUORUM. A majority of the directors then in office shall constitute a quorum. All acts or decisions of the Board of Directors will be by majority vote based upon the presence of a quorum. Should there be fewer than a majority of the directors present at any meeting, the meeting shall be adjourned. Directors may not vote by proxy.

Section 19. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the in the Open Public Meetings Act are complied with.

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 majority vote of the Board. In such a session, final disposition may be taken only on matters appearing on the agenda. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in this section shall prohibit the Board from establishing a procedure for readmitting an individual or individuals not responsible for disturbing the orderly conduct of the meeting.

Section 21. ADJOURNMENT. The Board of the Corporation 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 of the Board 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 section 16 for special meetings, unless such notice is waived as provided for special meetings. Whenever any meeting is adjourned a copy of the order or notice of adjournment shall be conspicuously posted immediately after the time of the adjournment on or near the door of the place where the regular, adjourned regular, special, or adjourned special meeting was held. When a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings by resolution.

Section 22. COMPENSATION AND REIMBURSEMENT. Directors may receive such compensation, if any, for their services as directors or officers, and such reimbursement of expenses, as the Board of Directors may establish by resolution to be just and reasonable as to the Corporation at the time that the resolution is adopted.

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 of Directors shall be by majority vote of the authorized number of directors. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, 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 Member or Board of Directors;
- b. Fill vacancies on the Board of Directors or any committee of the Board;
- c. Fix compensation of the directors for serving on the Board of Directors or on any committee;
- d. Amend or repeal Bylaws or adopt new Bylaws;

- e. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;
- f. Create any other committees of the Board of Directors or appoint the members of committees of the Board;
- g. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or
- h. 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 of Directors shall be governed by, held, and taken under the provisions of these Bylaws concerning meetings, other Board of Directors' 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 of Directors' resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these Bylaws. If the Board of Directors has not adopted rules, the committee may do so.

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

Section 26. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Corporation and the Board of Directors 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 Regional Officer, a President, a Secretary, and a Chief Financial Officer. The Corporation, at the Board's direction, may also have a President, one or more Vice-Presidents, 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 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 neither the Secretary nor the Chief Financial Officer may serve concurrently as the Chief Regional Officer or the President.

Section 3. ELECTION OF OFFICERS. The officers of this Corporation, except the Chief Regional Officer, shall be chosen annually by the Board of Directors and shall serve at the

pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 4. APPOINTMENT OF OTHER OFFICERS. The Board of Directors may appoint and authorize the President, the Chief Regional Officer, or another officer to appoint 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 the 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 of Directors may remove any officer with or without cause. An officer who was not chosen by the Board of Directors may be removed by any other officer on whom the Board of Directors 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 need not be filled on an annual basis.

Section 8. PRESIDENT. The President shall preside at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 9. CHIEF REGIONAL OFFICER. The Chief Regional Officer shall be selected by the Member. Subject to such supervisory powers as the Board of Directors may give to the President, if any, and subject to the control of the Board, and subject to Chief Regional Officer's contract of employment, the Chief Regional Officer shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The Chief Regional Officer shall have such other powers and duties as the Board of Directors or the 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 of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. 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, if special or emergency, how authorized; the notice given; and the names of the directors present at Board of Directors and committee meetings.

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

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Directors 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 other duties as the Board of Directors or the Bylaws may require.

Section 11. CHIEF FINANCIAL OFFICER. The Chief Financial Officer 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 Chief Financial Officer 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 Chief Financial Officer 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 of Directors may designate; (b) disburse the Corporation's funds as the Board of Directors may order; (c) render to the President, Chief Regional Officer, and the Board, when requested, an account of all transactions as Chief Financial Officer 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 Chief Financial Officer shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board of Directors 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 Chief Financial Officer on his or her death, resignation, retirement, or removal from office.

#### **ARTICLE IX CONTRACTS WITH DIRECTORS**

Section 1. CONTRACTS WITH DIRECTORS. The Corporation shall not enter into a contract or transaction in which a director 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 are directors and have a material financial interest).

#### **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 (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Corporation's Conflict of Interest Policy 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 its name unless authorized by a resolution of the



Board. Such authority may be general or confined to specific instances. In addition, the Corporation may not pledge, assign, or encumber any public funds received or to be received pursuant to RCW 28A.710.220.

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, 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 4 of this Article XII, 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.

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.08.310 ct; 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 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 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 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 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 or Advanced Expenses pursuant to Section 3 of Article XII must first submit to the Board a sworn statement requesting indemnification or Advanced Expenses, as the case may be, and reasonable evidence of all such amounts requested by such Indemnified Person (such statement, a "Claim"). If (a) a Claim pursuant to Section 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 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 XII 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.

**Section 5. PROCEDURES EXCLUSIVE.** Pursuant to RCW 24.03.043 of the Washington Nonprofit Corporation Act in reference to RCW 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 VII are in lieu of the procedures required by RCW 23B.08.550 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 (a) any statute, (b) provision of these Articles of Incorporation, (c) the Bylaws of the corporation, (d) by general or specific action of the Board of Directors, (e) by contract or (f) otherwise.

## **ARTICLE XIII INSURANCE**

**Section 1. INSURANCE.** This Corporation shall have the right to purchase and maintain insurance to 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 committees of the Board, which shall also be promptly provided to the Member; 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. The Member and every 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 Washington and federal law. The inspection may be made in person or by the Member or 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 Washington or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. ACCOUNTING RECORDS AND MINUTES. On written demand on the Corporation, the Member and any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the Member interest as a Member or director's interest as a director. Any such inspection and copying may be made in person or by the Member or 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 Washington 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 business office in Washington, the Secretary shall, on the written request of any director, furnish to that director a copy of the Articles of Incorporation and Bylaws, as amended to the current date.

**ARTICLE XVI  
REQUIRED REPORTS**

Section 1. ANNUAL REPORTS. The Board of Directors shall cause an annual report to be sent to the Member and itself (the members of the Board of Directors) within 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, or 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 certificate of 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 to the Member and all directors, or as a separate document if no annual report is issued, the Corporation shall, within 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" 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 either:
  - (1) Any director or officer of the Corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or
  - (2) Any holder of more than 10 percent of the voting power of the Corporation, its parent, or its subsidiary. The 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 I. BYLAW AMENDMENTS. The Member 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 of Incorporation, or any laws.

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

**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 months ending 12/31.

Section 2. RULES OF PROCEDURE. The rules of procedure at meetings of the Board and committees of the Board shall be rules contained in Roberts' Rules of Order on Parliamentary Procedure, Newly Revised, so far as applicable and when not inconsistent with these Bylaws, the Articles of Incorporation or any resolution of the Board.

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.

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected and acting Secretary of Summit Public Schools Washington, a Washington nonprofit corporation; that these Bylaws, consisting of 19 pages, are the Bylaws of this corporation as adopted by the Board of Directors on April 15, 2014; and that these Bylaws have not been amended or modified since that date.

Executed on April 15, 2014 at Seattle, Washington.

  
\_\_\_\_\_  
Gordon E. Perry, Secretary

### Attachment 3: Board Roster and Disclosures

Board Roster						
Board Position	Full Name	Address	Phone	Email	Term Start	Term End
Chair	Michael Orbino	PO Box 3922 Bellevue, WA 98009	(425) 269-3445	<a href="mailto:michaelorbino@johnlscott.com">michaelorbino@johnlscott.com</a>	January 2014	January 2017
Member	Mike Galgon	1501 1 <sup>st</sup> Ave South, Suite 600 Seattle, WA 98134	(206) 456-5427	<a href="mailto:mike.galgon@live.com">mike.galgon@live.com</a>	January 2014	January 2017
Member	Kathi Littmann	950 Pacific Ave Suite 1100, Tacoma WA 98402	(253) 383-5622	<a href="mailto:kathilittmann@yahoo.com">kathilittmann@yahoo.com</a>	June 2016	June 2019

**Public Charter School  
Board Member Disclosure Form**

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

**Background**

1. Full legal name:
2. I affirm that I am at least 18 years of age by the date of appointment to the Public Charter School Board.  
 Yes, I affirm.
3. Indicate whether you have ever been convicted or pled “no contest” of one or more of the following:
  - a. a misdemeanor related to honesty or trustworthiness, or
  - b. a felony.  
 Does not apply to me.  
 Yes

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

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4. Indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. attorney general or the attorney general of any state, a U.S. or Commission attorney or any other law enforcement or regulatory body concerning the discharge of your duties as a board member of a for-profit or non-for profit entity or as an executive of such entity. If the answer to this question is yes, please provide details of the agreement.  
 Does not apply to me.  
 Yes

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### Board Member Disclosure Form (continued)

#### Conflicts

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

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

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

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

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

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

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

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

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

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

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

**Board Member Disclosure Form (continued)**

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

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

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

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

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

**Other**

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

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

---

Signature

Date

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

<b>School Name:</b>	<i>Summit Charter School Olympus</i>
<b>Mission:</b>	The mission of Summit Public School: Olympus (“Summit Olympus” or “Olympus”), like all Summit schools, is to prepare a heterogeneous student population for success in a four-year college, and to be thoughtful, contributing members of society.
<b>Vision:</b>	To offer a high quality college prep high school experience to a heterogeneous group of students from Tacoma through supporting all students to become self-directed learners and develop mastery in necessary cognitive skills, content and habits of success.
<b>Objectives:</b>	<p>Financial objectives</p> <ul style="list-style-type: none"> <li>• The School will receive a clean, external audit annually.</li> <li>• The School will maintain tight internal fiscal policies to ensure the most effective use of the School’s funds to support its mission and to ensure that the funds are budgeted, accounted for, expended, and maintain appropriately (see Policies section of Financial Plan and Capacity).</li> <li>• Budgets will be created by the CFO and School leader, reviewed by the SPS-WA leadership team and SPS-WA Board of Directors Finance Committee, and then approved once per year by the SPS-WA Board of Directors at a public meeting.</li> <li>•</li> </ul> <p>Governance objectives</p> <ul style="list-style-type: none"> <li>• The SPS-WA Board will ensure the successful operation of the School by creating, adopting and monitoring a long-term strategic plan and associated budget and by employing and evaluating the Chief Regional Officer who oversees the School leader.</li> <li>• The SPS-WA Board will be trained annually on the Conflict of Interest Policy and the Open Public Meetings Act.</li> <li>• The SPS-WA Board may appoint one or more of the following committees that report to the full Board: compensation, nominating, finance, audit, facility, and compliance.</li> </ul> <p>Operational objectives</p> <ul style="list-style-type: none"> <li>• The School will be fully enrolled and will achieve a high level of average daily attendance.</li> <li>• All of the School’s graduates will be eligible for four-year college, as defined by their coursework.</li> <li>• The School will maintain a high fall-to-fall student retention rate.</li> <li>• The School will maintain a high teacher retention rate.</li> <li>• The School will conduct approximately 40 days of professional development each year.</li> </ul>
<b>Goals:</b>	To prepare every single student for college and career success.
<b>Education Program Term #1:</b>	All students will have Personalized Learning Plan (PLP) all four years at Summit Public Schools.
<b>Education Program Term #2:</b>	All students will participate in expeditions at Summit Public Schools where they will explore passions, participate in internships, engage in community service projects and develop their habits of success.

<b>Education Program Term #3:</b>	All students will develop common core aligned cognitive skills throughout their four years at Summit Public Schools.
<b>Education Program Term #4:</b>	All students will have a mentor who will meet with them regularly to set goals, reflect on progress and develop action plans.
<b>Education Program Term #5:</b>	
<b>Geographic Area Served:</b>	Hilltop neighborhood of Tacoma
<b>Location:</b>	409 Puyallup Ave, Tacoma, WA 98421
<b>Grades Served 2016-2017:</b>	9 and 10
<b>Grades Served at Capacity:</b>	9-12
<b>Projected Enrollment 2015-2016:</b>	150
<b>Projected Enrollment at Capacity:</b>	400
<b>Virtual Program or Online Provider:</b>	N/A
<b>Educational Service Provider:</b>	N/A

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

**Attachment 5: Conflict of Interest Policy**

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

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

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

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

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

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

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

Updated: May 25, 2016

## **Attachment 7: Physical Plant**

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

Physical Plan Description: Summit Olympus is located in a commercial facility in the Dome District of Tacoma and is currently under renovation.

Site Plans:

Floor Plans: See floor plans below

Lease Agreement: See lease agreement below

Certificate of Use and Occupancy: On file with the Commission



## Charter School

### Physical Plan Description

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

Address: 409 Puyallup Ave Tacoma, WA 98421

Description: Commercial facility in the Dome District of Tacoma

Configuration of Grade Levels: Opening with 105 9<sup>th</sup> grade students in 2015

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.

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LEASE AGREEMENT

by and between

PCSD TACOMA FACILITIES I LLC,

a Washington limited liability company

and

SUMMIT PUBLIC SCHOOLS WASHINGTON,

a Washington nonprofit public benefit corporation

dated as of February 11, 2015

for the use and occupancy of certain real property by

SUMMIT OLYMPUS CHARTER HIGH SCHOOL

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## LEASE AGREEMENT

### 1. Basic Provisions.

1.1 **Parties.** This Lease Agreement (“**Lease**”), dated for reference purposes only February 11, 2015, made by and between PCS D TACOMA FACILITIES I LLC, a Washington limited liability company (“**Lessor**”), and SUMMIT PUBLIC SCHOOLS WASHINGTON, a Washington nonprofit public benefit corporation (“**Lessee**” together with Lessor, the “**Parties**,” or individually a “**Party**”). For purposes of this Lease, “**School**” is that certain charter school named “Summit Olympus” in the charter application approved by the Washington State Charter School Commission.

1.2 **Premises.** The Premises consist of land commonly known as 409-415 Puyallup Avenue and 2300 East E Street in the City of Tacoma in Pierce County, Washington (the “**Land**”), more particularly described in **Exhibit A**, attached hereto, which is currently improved with a two-story brick building (the “**Building**”) that shall undergo interior renovations and alterations for use as a public charter school. The Leasehold Improvements are more particularly described in, and shall be constructed by Lessor in strict accordance with, the Work Letter attached as **Exhibit B**, hereto. The Land and Building are collectively referred to as the “**Premises**”. The alteration of the existing improvements by the Leasehold Improvements shall be referred to as the “**Project**.”

1.3 **Term.** This Lease shall become effective on the date this Lease is mutually executed by the parties (“**Commencement Date**”). The “**Rent Commencement Date**” shall be the date of Substantial Completion (as defined below) of the Leasehold Improvements. The term shall commence on the Rent Commencement Date and end on June 30 of the Thirtieth (30th) calendar year following the Rent Commencement Date (“**Termination Date**”), unless sooner terminated pursuant to any provision hereof (“**Term**”). The first Lease Year for purposes of payment of Base Rent shall commence on the Rent Commencement Date and terminate on the following June 30 and the second and each subsequent Lease Year shall be each subsequent 12 months period from July 1 to June 30 thereafter. The Substantial Completion and Rent Commencement Date are currently anticipated to be on or about August 1, 2015 and Lessor shall endeavor to Substantially Complete the Leasehold Improvements by said date. At the expiration of the Term, Lessee may, but is not obligated to, extend the Term or purchase all of Lessor’s right, title, and interest in the Premises and all related improvements according to the terms and conditions set forth in Section 41.

This Lease is intended to comply with subsection (1)(d) of Section 28A.710.030 of the Revised Code of Washington which provides in relevant part as follows:

*(1) To carry out its duty to manage and operate the charter school and carry out the terms of its charter contract, a charter school board may:*

...

*(d) Rent, lease, purchase, or own real property. All charter contracts and contracts with other entities must 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;*

**1.4 “Substantial Completion,” “Substantially Complete,” or “Substantially Completed.”** “Substantial Completion,” “Substantially Complete,” or “Substantially Completed” means that Lessor has (1) obtained any written governmental approval following the construction of the Leasehold Improvements required for lawful occupancy of the Premises for use as a charter school, and (2) sufficiently completed the Leasehold Improvements (notwithstanding Punch List Items) so that Lessee is able to proceed with the installation of any personal property and the occupancy of the Leasehold Improvements for the Agreed Use. “Punch List Items” means uncompleted or improperly completed items of Lessor’s Work that do not materially interfere with Lessee’s occupancy of the Premises for the Agreed Use.

**1.5 Base Rent.** During the Term, commencing on the Rent Commencement Date, Base Rent shall be payable in the amount set forth in Schedule 1 to this Lease.

**1.6 Security Deposit.**

(a) On or before five (5) business days following written notice from Lessor, Lessee shall provide a Security Deposit in the amount of Nineteen Thousand Six Hundred Eighty Seven and 50/100 Dollars (\$19,687.50) which amount may be increased, at the Lessor’s written request, to such greater amount as may be then requested by any Lender (as defined in Paragraph 11.2), but in any case, not to exceed Fifty Nine Thousand Sixty Two and 50/100 Dollars (\$59,062.50) in connection with Lender’s underwriting of any Loan to be secured by the Premises (the “Security Deposit Cap”). In the event that, following such deposit, Lessor requests that Lessee thereafter increase the Security Deposit, Lessee shall deposit such additional amount with Lessor within five (5) business days following written notice from Lessor, provided that in no case shall the deposit exceed the Security Deposit Cap. If during the Term of this Lease the Lessee fails to pay when due the monthly Base Rent payment for any three (3) consecutive months, then Lessee shall deposit such additional monies with Lessor as Lessor or Lender deems sufficient to re-establish the Security Deposit at a commercially reasonable level based on such change in financial condition but in no instance greater than six (6) months’ Base Rent prevailing at such time. The Security Deposit shall be retained by the Lessor as security for Lessee’s timely and faithful performance of its obligations under this Lease. If Lessee fails to pay when due under this Lease any Base Rent or any other amounts due here under, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of the Security Deposit for the payment of any amount then due or payable to Lessor, for Rents which will be due in the future, and/or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If



12.

Lessor so uses or applies all or any portion of the Security Deposit, Lessee shall, within thirty (30) days after written request from Lessor, deposit monies with Lessor sufficient to restore said Security Deposit by a like amount. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Lessee acknowledges that the Security Deposit is part of the Lease Collateral (as defined in Section 39 below) and, as such, shall be subject to the provisions of Section 39.

(b) Upon the expiration or termination of the Lease, Lessee shall vacate the Premises, remove any fixtures and personal property, and leave the Premises in broom clean condition, reasonable wear and tear for Lessee's Agreed Use and Damage from uninsured loss, Condemnation or Lessor's fault excepted. Within thirty (30) days after the Lessee's vacation of the Premises in connection with the expiration or termination of this Lease, Lessor shall return or cause to be returned to Lessee that portion of the Security Deposit not used or applied by Lessor. Lessor shall be entitled to use Security Deposit for any costs incurred in ensuring the Lessee's performance under this Lease. No part of the Security Deposit shall be considered to be held in trust or to bear interest. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor.

(c) In the case of a non-payment default that leads to an eviction, Lessor shall have the right to utilize the Security Deposit for additional costs (in addition to unpaid rent) related to Lessee's non-performance, including but not limited to reasonable legal costs incurred by Lessor.

**1.7 Agreed Use.** The Premises shall be used as office and classroom space and for other ancillary or necessary uses for the Lessee to operate the charter school currently named "Summit Olympus" ("Agreed Use"). Such Agreed Use shall include the use of the Premises by community groups and participants in its "Expedition" program. (See also Section 6.)

**1.8 Real Estate Brokers.** Each Party represents and warrants that it has caused or incurred no claim for brokerage commissions or finder's fees in connection with the execution of this Lease, and each Party shall defend, indemnify and hold the other harmless against and from all liabilities arising from any such claims caused or incurred by it.

## 2. Premises.

**2.1 Letting.** As of the Commencement Date, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the Term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. Unless otherwise provided herein, any statement of size set forth in this Lease, or that may have been used in calculating Rent, is an approximation which the Parties agree is reasonable.

**2.2 Condition of Premises.** On the Rent Commencement Date, Lessor shall deliver the Premises, with all Leasehold Improvements Substantially Completed, to Lessee broom-clean and free of debris below.

**2.3 Compliance.** If the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances affecting the Premises or Lessee's use of the Premises for the Agreed Use ("**Applicable Requirements**") which are enacted or executed following the Rent Commencement Date require during the Term the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) If, after the Rent Commencement Date, any Capital Expenditures are required as a result of the use and occupation of the Premises by Lessee for the Agreed Use, Lessee shall be fully responsible for the cost thereof.

(b) If any Capital Expenditure is not the result of the use of the Premises by Lessee (such as, governmentally mandated seismic modifications regardless of use or occupation), then Lessor shall pay for such costs.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary and new Applicable Requirements. If the Capital Expenditures are triggered by Lessee as a result of an actual or proposed change in use from the Agreed Use, change in intensity of use, or Lessee-initiated modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense.

**2.4 Acknowledgement of Satisfactory Condition.** Lessee acknowledges that its acceptance of the Premises on the Rent Commencement Date shall be conclusive evidence that Lessee has made all investigations and inspections as it deems necessary with respect to the suitability of the Premises as it relates to Lessee's occupancy thereof, has satisfied itself as to such matters on the Rent Commencement Date, and has accepted the Premises subject to Applicable Requirements then in force and effect, in its "AS IS" condition, except for the Punch List items described in Section 1.4.

**2.5 Hazardous Substances and ADA Compliances.** Prior to the Rent Commencement Date any costs associated with (i) the abatement of any asbestos containing materials, lead-based paint, toxic molds or any other Hazardous Substances (as defined below) or (ii) the compliance of all requirements under the Americans with Disabilities Act shall be borne by Lessor as part of the renovation of the Premises approved by the Tacoma Building and Safety Department prior to Lessee's occupancy of the Premises. Lessor shall conduct all testing by a licensed hygienist or abatement contractor and provide copies of any reports, permits, and supporting documentation to Lessee. Thereafter following the Rent Commencement Date,

except if due to the act of Lessor, all such costs shall be the obligation of the Lessee. Except as disclosed to Lessee by Lessor, Lessor represents and warrants that it has no knowledge of Hazardous Substances at the Premises requiring remediation under applicable Environmental Law, any vapor intrusion of Hazardous Substances impacting the Building or the Premises, or any non-compliance with Environmental Law existing as of the Rent Commencement Date ("**Pre-existing Environmental Conditions**"), and that the Premises is suitable for use as a school. Prior to the Rent Commencement Date, Lessor has made available to Lessee copies of any and all environmental reports, studies, audits, records, sampling data, site assessments or any other similar documents with respect to the Premises which are in the possession or control of Lessor.

**3. Term.**

**3.1 Term.** The Commencement Date, Rent Commencement Date, Termination Date, and Term of this Lease are as specified in Section 1.3.

**3.2 Delivery of Premises.** Subject to Section 3.3 below, Lessor shall deliver possession of the Premises to Lessee no later than the Rent Commencement Date. Except as otherwise set forth herein, Lessor's and Lessee's obligations under this Lease shall begin on the Commencement Date.

**3.3 Lessee Compliance.** Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee has provided evidence of insurance required by Section 7 hereof, has paid first month's Rent to Lessor, and has obtained the service contracts described in Section 6.1(b) hereof.

**4. Rent.**

**4.1 Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease are deemed to be rent ("**Rent**"). Rent includes Base Rent, Additional Rent, and any other payments or charges owing to Lessor hereunder.

**4.2 Base Rent.** Commencing on the Rent Commencement Date and continuing until the expiration of the Term, Base Rent shall be payable in the amounts set forth in Schedule 1 to this Lease, with annual increases as shown or described in such Schedule. Late Charges and Default Rate interest may be charged under Sections 12.2 and 12.3 if Base Rent is not timely paid.

**4.3 Additional Rent.**

(a) Commencing on the Rent Commencement Date, Lessee shall pay, prior to the deadlines stated herein, any other costs or reimbursements that are identified as "**Additional Rent**" herein and Lessee shall reimburse Lessor (which shall also constitute Additional Rent) for any "**Operating Expenses**" (as defined in Section 4.5) that (i) have been incurred from and after the Rent Commencement Date, (ii) are paid by Lessor, and (iii) are

specifically payable or reimbursable by Lessee by the terms hereof (“**Lessor Reimbursable Expenses**”); provided, however that Lessee shall have a 10 -day grace period for payments of Additional Rent and no Breach shall have occurred so long as Additional Rent due on the first day of the calendar month is paid on or before the 10th day of such month, or if the 10th day is a non-business day, the next business day. Lessor shall give written notice of the total amount of Lessor Reimbursable Expenses that it has incurred and paid during the immediately preceding calendar month (or the amortized portion of which it is entitled to receive reimbursement, if applicable) prior to the expiration of such calendar month. If Lessor is tardy in issuing its notice of Lessor Reimbursable Expenses, Lessee’s due date and 10-day grace period for payment of such Additional Rent shall be extended by the number of days of such tardiness.

(b) It is acknowledged that, to the fullest extent possible, the Parties will attempt to establish real estate tax billing accounts, insurance payment arrangements, utilities accounts, and other account arrangements so that such accounts are in Lessee’s name, sent to Lessee’s address, and Lessee pays all such Operating Expenses or other items of Additional Rent directly to the taxing authority, insurance company, utility company, or other service provider directly, thereby eliminating or minimizing the need for Lessor to use its own funds to pay Lessor Reimbursable Expenses and seek reimbursement from Lessee as Additional Rent. However, to the extent that it may be impossible for Lessee to pay such Operating Costs directly, Lessor shall pay such Lessor Reimbursable Costs and shall be entitled to receive reimbursement therefor as Additional Rent hereunder.

**4.4 Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without notice or demand, offset or deduction. Rent for any period during the Term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor’s rights to the balance of such Rent, regardless of Lessor’s endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of Fifty Dollars (\$50) in addition to any Late Charge or Default Rate Interest that may be charged to Lessee under Sections 12.3 and 12.4. Payments will be applied first to Base Rent or Additional Rent, as applicable, second to accrued Late Charges including any Late Charges and Default Rate interest charged to Lessor under a Loan, which charges and interest become due by reason of Lessee’s failure to pay Base Rent or Additional Rent when due and payable hereunder, and reasonable attorney’s fees, then to accrued interest, and any remaining amount to any other outstanding charges or costs.

described in Section 6.1, amortized over a twelve year period;

(jj) Any other service that is elsewhere in this Lease stated to be an Operating Expense.

(ii) In addition to the foregoing, "**Operating Expenses**" shall include all costs and expenses for and related to the maintenance of any conditional use permit, zone variance, or other discretionary entitlement required for the Agreed Use (the "**Entitlements**"), now or hereafter required for use of the Premises for charter school purposes.

(iii) Operating Expenses shall not include the full cost of replacing those capital components of the Property specified in Section 6.1, which shall be advanced by Lessor, but Operating Expenses and Additional Rent payable each year shall include reimbursement to Lessor of an amortized portion of any such capital replacements, amortized over a twelve (12)-year period and Lessee shall reimburse Lessor for such costs, not to exceed 1/144th of the cost of such capital expenditure in any given month.

## 5. Use.

5.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or causes damage to neighboring premises or properties or violates the terms of any conditions attached to Lessee's use of the Premises or the Certificate of Occupancy for the Premises including, but not limited to, rules relating to pick up and drop off and parking requirements, if any, and any future entitlements Lessor may obtain for the Premises.

### 5.2 Hazardous Substances.

(a) **Reportable Uses Require Consent.** The term "**Hazardous Substance**" as used in this Lease shall mean: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or man-made, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, toxic molds and polychlorinated biphenyls. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed

with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing or anything herein to the contrary, Lessee may use any ordinary and customary materials which may constitute or contain Hazardous Substances as reasonably required to be used in the normal course of the Agreed Use (including in the normal course of Lessee's operations a chemistry lab), ordinary office and school supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any material risk of contamination, damage or exposure to Lessor, Lender or Lessee of any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such commercially reasonable measures or equipment as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of secondary containment structures such as concrete encasements.

(b) **Duty to Inform Lessor.** If Lessee discovers, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to or disclosed by Lessor, Lessee shall promptly give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation in its possession or control concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) in violation of applicable Environmental Law and shall promptly, at Lessee's expense, take all investigatory and/or remedial action required under Environmental Law related to the spill or release for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the Term of this Lease, by or for Lessee.

(d) **Indemnification.** Lessee shall indemnify, defend and hold Lessor, its members, agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement

entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement. Lessor shall indemnify, defend and hold Lessee, its members, agents, employees and lenders harmless from and against any and all damages, liabilities, judgments, claims, expenses, penalties, and reasonable attorneys' and consultants' fees arising out of or involving any Pre-existing Environmental Conditions.

**5.3 Hazardous Substance Condition Remediation.** If a Hazardous Substance Condition (see Section 8.1(e)) occurs during the Term of this Lease caused by Lessee, then Lessee shall make the investigation and remediation thereof required by applicable Environmental Law and this Lease shall continue in full force and effect, but subject to Lessor's rights under Section 5.2(d) and Section 12; provided, however, that if a Hazardous Substance Condition occurs as a result of Hazardous Substances that are brought on the Premises by a party other than Lessee or who is acting on behalf of or affiliated with Lessor during the period after the date on which this Lease is executed and prior to the Rent Commencement Date, then Lessor shall be solely responsible for making the investigation and remediation thereof at its sole cost and expense, and this Lease shall continue in full force and effect.

**5.4 Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the commercially reasonable recommendations of Lessor's engineers and/or consultants which relate in any manner to such Applicable Requirements, without regard to whether such Applicable Requirements which become effective after the Rent Commencement Date. For clarity, Lessor is responsible for ensuring the Premises is compliant with all Applicable Requirements prior to the Rent Commencement Date. Lessee shall, within ten (10) days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall promptly upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements.

## **6. Maintenance; Repairs.**

**6.1 Lessor's Obligations.** Subject to the provisions of Sections 2.2 (Condition of Premises), 2.3 (Compliance), 4.5 (Operating Expenses), 5 (Use), 6.2 (Lessee's Obligations) and 8 (Damage or Destruction) and 13 (Condemnation) and except for damage caused by any negligent or willful misconduct of Lessee or Lessee's employees, suppliers, shippers, customers, or invitees, in which event Lessee shall repair the damage, from and after the Rent Commencement Date, Lessor, at Lessor's expense (but subject to reimbursement for an amortized portion of such cost pursuant to Section 4.3) shall keep in good condition and repair the foundations, exterior walls, and structural condition of interior bearing walls of the Premises. Lessor shall not, however, be obligated to paint, caulk, or weatherseal the exterior or

interior surface of exterior walls, which shall be an ordinary maintenance obligation of Lessee, nor shall Lessor be required to maintain, repair or replace windows, doors or plate glass of the Premises. If Lessee provides written notice (or oral notice in the case of an emergency) to Lessor of a condition on the Premises that endangers the safety of students of the School or that materially impairs Lessee's ability to operate on or access the Premises and which Lessor is obligated to maintain and/or repair pursuant to this Paragraph 6.1, and Lessor fails to commence such action within a reasonable period of time, given the circumstances, after the receipt of such notice, but in any event not later than thirty (30) days after receipt of such notice, then Lessee may proceed to take the required action to the extent reasonably necessary to cure the same; *provided, however*, that no such prior notice shall be required where there is imminent danger to students or property; *provided, further*, that Lessee shall notify Lessor of such action as soon as practicable thereafter. Lessee shall be entitled to reimbursement by Lessor of Lessee's reasonable costs and expenses in having taken such action. Such reimbursement shall be paid within thirty (30) days following Lessor's receipt of Lessee's request for payment accompanied by reasonable supporting documentation as to such costs and expenses.

## 6.2 Lessee's Obligations.

(a) **In General.** From the Rent Commencement Date, subject to the provisions of Sections 2.2 (Condition of Premises), 2.3 (Compliance), 5.4 (Lessee's Compliance with Applicable Requirements), 6.1 (Lessor's Obligations), 8 (Damage or Destruction), and 13 (Condemnation), and except for damage caused by Lessor or Lessor's employees' negligence or willful misconduct, Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, interior walls and interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee is also responsible for keeping the roof and roof drainage clean and free of debris. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Section 6.2(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof that are Lessee's responsibility in good order, condition and state of repair. Lessee shall, during the Term, keep the exterior appearance of the improvements on the Premises in a well-maintained condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity.



(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for regular maintenance of, and with contractors specializing and experienced in the maintenance of, the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, (v) clarifiers, and (vi) basic utility feed to the perimeter of the buildings on the Premises, (vii) roof cleaning and maintenance, and (viii) and any other equipment or improvements that according to best commercial practices for their maintenance require service/maintenance contracts. Prior to the Rent Commencement Date, Lessor shall provide Lessee with the scope required for maintenance of equipment outlined in this subparagraph (b). Lessor shall provide Lessee with copies of warranties relating to all equipment installed on the Premises. Lessee will budget preventative maintenance contract expenses within its annual operating budget and will provide evidence thereof in its financial reporting to Lessor. Lessee will provide Lessor with copies of all the aforementioned contracts upon Lessor's request. Provided that Lessor has provided Lessee with sufficient time and information to acquire said contracts, Lessee shall provide evidence of having obtained such contracts prior to occupying the Premises. In the event that Lessor allows Lessee to occupy the Premises without Lessee having first obtained such contracts, Lessee must provide evidence of having obtained such contracts within five (5) business days of (i) occupying the Premises and (ii) Lessor having provided Lessee with adequate information to obtain such contracts.

(c) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Section 7.5 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if less than eight (8) years remain on the Lease Term and an item described in Section 6.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor at Lessor's expense, but subject to amortization pursuant to Section 4.3. The cost of replacing any such item shall be at Lessor's election amortized over a twelve (12) year period, with interest at the applicable prime rate (as published in the Wall Street Journal's money section) for commercial loans to credit worthy borrowers (the "Prime Rate") and the monthly amortized amount shall be payable to Lessor on the first day of each month as Additional Rent.

**6.3 Absolute Net Lease.** It is intended by the Parties hereto that this shall be an absolute net lease, and Lessor shall have no obligation except as set forth herein, in any manner whatsoever, to maintain, repair or replace, any components comprising the Premises, all of which obligations are intended to be those of the Lessee. Subject only to the sections listed above, Lessee shall have the obligation to maintain, repair or replace all such components of the Premises and pay the Operating Expenses. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises, and they expressly waive the benefit of any statute related to absolute net leases now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

#### 6.4 Utility Installations; Trade Fixtures; Alterations.

(a) **Definitions.** The term “**Utility Installations**” refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term “**Trade Fixtures**” shall mean Lessee’s machinery and equipment that can be removed without doing material damage to the Premises. The term “**Alterations**” shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. “**Lessee Owned Alterations and/or Utility Installations**” are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Section 6.5(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor’s prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease does not exceed a sum equal to 3 month’s Base Rent in the aggregate or a sum equal to one month’s Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee’s: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any and all Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee, promptly upon completion of any and all Alterations or Utility Installations, shall make available to Lessor for duplication as-built plans and specifications for such work. Anything to the contrary herein notwithstanding, Lessor’s prior written consent shall not be required under this Section 6.4 for any work performed by Lessee as part of its maintenance and repair obligations as set forth in Section 6.2 above. In addition, notwithstanding the foregoing, Lessee shall be permitted to make minor, nonstructural alterations costing less than Ten Thousand and No/100 Dollars (\$10,000.00) in the aggregate without Lessor’s consent, but upon notice to Lessor. Such alterations shall otherwise be subject to the provisions of this Section 6.4 in all respects.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic’s or material men’s lien against the Premises or any interest therein. Lessee shall give Lessor not less than ten (10) days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility on the Premises. If Lessee shall contest the validity of

any such lien, claim or demand, then Lessee shall, at its sole expense bond around, defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof.

**6.5 Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** All Alterations and Utility Installations made by Lessee shall be the property of Lessee. All Lessee Owned Alterations and Utility Installations, at the expiration or termination of this Lease, unless removed by Lessee without damage to the Premises, shall become the property of Lessor and be surrendered by Lessee with the Premises. Notwithstanding the foregoing, Lessee shall not be entitled to remove any Lessee Owned Alterations and Utility Installations to the extent such Lessee Owned Alterations and Utility Installations have replaced previously installed Alterations or Utility Installation by Lessor.

(b) **Surrender and Restoration.** Lessee shall surrender the Premises by the Termination Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear, and Damage caused by uninsured loss, Condemnation or Lessor's fault excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice (including the procurement of service contracts as described above). Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Termination Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Section 6.5(b) without the express written consent of Lessor shall constitute a holdover under the provisions of Section 23 below.

**7. Insurance; Indemnity.**

**7.1 Liability Insurance.**

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of Lessee's use, occupancy or maintenance of the School and Premises and all areas appurtenant thereto. Such insurance shall be on an "occurrence basis" providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000 (or such greater amount as may be required by a Lender), and an "Additional Insured-Managers or Landlords of Premises Endorsement." The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed

under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. All insurance carried by Lessee shall be primary to and not contributory with any similar insurance carried by Lessor, or Lessor, whose insurance shall be considered excess insurance only. Lessee shall provide Lessor with written evidence that such insurance is in force as soon as practical following the Rent Commencement Date but in no event no later than five (5) business days following the Rent Commencement Date. So long as the Premises are subject to the lien of any Loan, including but not limited to a QALICB Loan, Governmental Loan, or Conventional Loan as defined in Section 11.2 herein, Lessee shall satisfy such additional insurance requirements as may be reasonably requested by Lender. In addition, Lessee shall carry:

(i) Student Accident Insurance in an amount of not less than \$10,000 per occurrence;

(ii) Professional Liability Insurance in an amount of not less than \$1,000,000 per incident;

(iii) Worker's Compensation Insurance in accordance with Washington Law;

(iv) Comprehensive Vehicle Liability Insurance in an amount of not less than \$1,000,000 per occurrence for each vehicle owned by Lessee and used in connection with Lessee's activities conducted on the Premises or in connection with the School;

(v) Directors' and Officers' Insurance in an amount of not less than \$1,000,000 per occurrence; and

(vi) Excess Liability or Umbrella Coverage must be provided at a minimum of \$3,000,000.

(b) **Carried by Lessor.** Lessor may, at its option, maintain liability insurance covering the Premises, in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

**7.2 Property Insurance - Building, Improvements and Rental Value.** As a condition to occupancy of the Premises, Lessee shall obtain and keep in force a policy or policies of property insurance in the name of Lessee, insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full replacement cost of the Premises, as the same shall exist from time to time, but in no event more than the commercially reasonable and available insurable value thereof. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless included in the Base Premium), including coverage for debris removal, water damage and the enforcement of any Applicable Requirements requiring

the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence.

**7.3 Lessee's Property; Business Interruption Insurance.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee-Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations. Lessee shall provide Lessor with written evidence that such insurance is in force as soon as practical following the Rent Commencement Date but in no event no later than five (5) business days following the Rent Commencement Date. Lessee shall also obtain and maintain unabated rent insurance for at least 12 months, insuring Lessee against its obligation to pay unabated Rent due hereunder during any period of casualty, interrupted services, or other condition rendering the Premises uninhabitable or impaired.

**7.4 Insurance Policies.** Insurance required herein shall be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least A-, V, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything, which invalidates the required insurance policies. No such policy shall be cancelable or subject to material modification except after thirty (30) days prior written notice to Lessor. Lessee shall, at least thirty (30) days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may after ten (10) business days notice to Lessee (and Lessee's failures to provide evidence of such renewal) order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining Term of this Lease, whichever is less. If Lessee shall fail to procure and maintain the insurance required to be carried by it, the Lessor may, but shall not be required to, procure and maintain the same, the full costs of which shall be passed through by Lessor to Lessee in the form of Additional Rent immediately due and payable, at a cost of one hundred fifteen percent (115%) of such insurance; provided however, nothing herein shall require Lessor to obtain such insurance.

**7.5 Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not

limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

**7.6 Indemnity.** Except for Lessor's negligence or willful misconduct for which Lessor shall indemnify, protect, defend and hold harmless Lessee, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, partners, members, directors, officers and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, reasonable attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee, including but not limited to the non-compliance by Lessee or any of its agents, customers, guests, co-occupants, sublessees, invitees, or assigns with the terms and conditions of any land use entitlements or permits related to the Premises. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor, and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified. If any action or proceeding is brought against Lessee by reason of Lessor's gross negligence or willful misconduct, Lessor shall upon notice defend the same at Lessor's expense by counsel reasonably satisfactory to Lessee, and Lessee shall cooperate with Lessor in such defense. Lessee need not have first paid any such claim in order to be defended or indemnified.

**7.7 Exculpation of Lessor from Liability.** Except for Lessor's negligence or willful misconduct, Lessor shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or from other sources or places.

## **8. Damage or Destruction.**

### **8.1 Definitions.**

(a) **"Damage"** shall mean damage or destruction to the improvements on the Premises.

(b) **"Environmental Law"** shall mean means any applicable Law, and any Governmental Order or binding agreement with any Governmental Authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of,

exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Substances. The term "Environmental Law" includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; and the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.

(c) "**Insured Loss**" shall mean Damage to the Premises which was caused by an event required to be covered by the insurance described in Section 7.2, irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 7.2(a), in, on, or under the Premises which requires repair, remediation, or restoration pursuant to Environmental Law.

**8.2 Damage - Insured Loss.** If Damage that is an Insured Loss occurs, then Lessee shall repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. Lessee shall be entitled to any and all insurance proceeds that are available as a result of the Damage for the purpose of such repair. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, Lessee shall promptly contribute the shortage in proceeds as and when required to complete said repairs.

**8.3 Damage - Uninsured Loss.** If Damage that is not an Insured Loss occurs, Lessee may either: (i) repair such damage as soon as reasonably possible at Lessee's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by providing written notice to Lessor within thirty (30) days after receipt by Lessee of knowledge of the occurrence of such Damage. In the event Lessee provides notice of its desire to terminate this Lease, Lessor shall have the right, in Lessor's sole and absolute discretion within thirty (30) days after receipt of such notice to either (a) agree to terminate this Lease by written notice to Lessee, in which event, this Lease shall terminate on the date on which Lessee receives Lessor's

written notice, or (b) have this Lease continue in full force and effect, in which event, Lessor shall proceed to make such repairs as soon as reasonably possible at Lessor's sole cost and expense, *provided however*, that if such repairs cannot be made within one hundred eighty (180) days of the Damage, then Lessee may terminate this Lease by providing written notice to Lessor of such election. If Lessor makes the election in clause (b) of the immediately preceding sentence, then Lessor shall be allowed to amortize the cost of such repairs over the remaining term of this Lease and such amortized cost shall be charged to Lessee as Additional Rent.

**8.4 Non-abatement of Rent.** In the event of Damage, except as provided in this Lease or if the Damage is caused by Lessor's negligence or willful misconduct, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such Damage shall not be abated. All obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein. Lessor agrees to accept and to credit Lessee, in satisfaction of its rental obligations hereunder, the payments, if any, Lessor receives in connection with insurance required under Section 7 above.

**8.5 Waive Statutes.** Lessor and Lessee agree that the terms of this Lease shall govern the effect of any damage to or destruction of the Premises with respect to the termination of this Lease and hereby waive the provisions of any present or future statute to the extent inconsistent herewith.

## **9. Real Property Taxes.**

**9.1 Definition.** As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises, Lessor's right to other income therefrom; and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the address of the Premises and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Premises are located. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the Term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

**9.2 Payment of Taxes.** Lessee shall timely file for any exemption against Real Property Taxes that is available based on Lessee's use of the Premises and shall maintain such exemption during the Term. At Lessee's request, Lessor shall assist Lessee with the filing of any such exemption. In any event, as Additional Rent, Lessee shall pay, before the same become past due, the Real Property Taxes applicable to the Premises during the Term to the extent any such Real Property Taxes are charged, levied, assessed or imposed, or reimburse Lessor if Lessor desires to pay such taxes, and shall, if Lessor requests, establish the real property tax



billing address as Lessee's address so that Lessee may pay such Real Property Taxes directly. Lessee shall provide proof of timely payment of such Real Property Taxes to Lessor.

**9.3 Personal Property Taxes.** Lessee shall timely file for any exemption against any taxes on Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee that is available and shall maintain such exemption during the Term. In any event, Lessee shall pay, prior to delinquency, all such taxes to the extent they are charged, levied, assessed or imposed on Lessee's personal property. When possible, Lessee shall cause the taxes on Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. Lessee shall provide proof of timely payment of taxes on taxes on Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and personal property to Lessor promptly following such payment. If any of Lessee's personal property shall be assessed with Lessor's real property, Lessee shall pay the same or reimburse Lessor for its payment of such amount upon receiving an invoice for reimbursement thereof as Additional Rent.

**10. Utilities and Services.** Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered or billed to Lessee and are paid by Lessor, Lessee shall reimburse Lessor therefor as Additional Rent. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

**11. Assignment and Subletting.**

**11.1 By Lessee.** Lessee shall not sublease, assign, mortgage, pledge, hypothecate or encumber this Lease or any of Lessee's interest hereunder (each and all a "Transfer") without the prior written consent of Lessor and any Lender, which consent may be withheld in Lessor's absolute and sole discretion. Any Transfer in violation of this paragraph shall be null and void.

If Lessee is not in default of this Lease, Lessee may, without Lessor's prior written consent, sublet any portion of the Premises to an Affiliate of Lessee or assign this Lease to (a) an Affiliate of Lessee, (b) a successor to Lessee by merger or consolidation, or (c) a successor to Lessee by purchase of all or substantially all of Lessee's assets (any transaction described in this sentence being referred to as a "Permitted Transfer"), provided that (i) at least ten (10) business days before the Transfer, Lessee notifies Lessor of such Transfer (unless such prior notice is precluded by applicable law or confidentiality agreement, in which event Lessee shall notify Lessor as soon as such notice is permitted), (ii) the successor entity has a net worth (computed in accordance with generally accepted accounting principles, except that intangible assets such as goodwill, patents, copyrights, and trademarks shall be excluded in the calculation ("Net Worth")) immediately after the Transfer that is not less than the Net Worth of Lessee

immediately before the Transfer; and (iii) the Transfer is made for a good faith operating business purpose and not, whether in a single transaction or in a series of transactions, entered into in order to evade the requirements of this Lease. As used herein, "Affiliate" means, with respect to any party, a person or entity that controls, is under common control with, or is controlled by such party.

**11.2 By Lessor.** Lessee acknowledges that Lessor may obtain a Loan, through a new market tax credit ("NMTC") structure (the "QALICB Loan"), through financing available under any other governmental program for lending or guarantee of loans to public schools ("Governmental Loan"), or through any other comparable sources or through conventional construction and/or mini perm financing structures ("Conventional Loan"), and in connection therewith, the Lender may require that this Lease is or shall become subject to the terms and conditions of the applicable Loan and that Lessor's interest in the Premises is or may become subject to a deed of trust in favor of a Lender or lenders and that this Lease is or may be assigned to the Lender(s) as security for such Loan(s), provided that any Lender shall provide Lessee with a Nondisturbance Agreement (as defined below) "Loan" shall mean any loan secured by a deed of trust against Lessor's interest in the Premises, including, without limitation, any QALICB Loan, Governmental Loan or Conventional Loan, as the same may be from time to time be amended, supplement, modified, assigned, restructured or replaced in connection with the Premises provided by one or more lenders (each, a "Lender").

## **12. Default; Breach; Remedies.**

**12.1 Default; Breach.** A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants or conditions under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable notice and grace period:

(a) The abandonment or vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Section 7 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; *provided however*, Lessee's regular school vacations and holidays, and closures due to Damage, Condemnation, or Lessor's fault shall not be considered an abandonment or vacation of the Premises.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following its due date.

(c) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements with which Lessee is obligated to comply pursuant to Section 2.3 of this Lease, (ii) the service contracts, (iii) the rescission of an unauthorized

assignment or subletting, (iv) an Estoppel Certificate, and (v) reasonable evidence of insurance or surety bond; (vi) a requested subordination in accordance with the terms of this Lease, (vii) material safety data sheets (MSDS), or (viii) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of ten (10) business days following written notice to Lessee.

(d) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, other than those described in subparagraphs 12.1(a), (b) or (c), above, where such Default continues for a period of thirty (30) days after written notice; provided, however, that if the nature of Lessee's Default is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(e) A Default in the Mandatory Covenants that, after the expiration of the extended grace periods of and in accordance with the terms of Section 28, becomes a Breach.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 90 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within sixty (60) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within sixty (60) days; provided, however, in the event that any provision of this subparagraph (e) is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery by Lessor that any financial statement of Lessee given to Lessor was materially false.

(h) Lessee fails to comply with the terms and conditions of permits and entitlements relating to land use restrictions and conditions in place for the Premises, including, but not limited to, pick up and drop off and parking requirements, if any, and/or the terms and conditions of any future entitlements Lessor may obtain for the Premises, where such Default continues for a period of thirty (30) days after written notice; provided, however, that if the nature of Lessee's Default is such that more than thirty (30) days are reasonably required for its cure and the terms and conditions of permits and entitlements provide for a cure period, then it shall not be deemed to be a Breach if Lessee commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. Lessor shall deliver to Lessee copies of all entitlements and permits promptly after they have been received by Lessor, and Lessor shall give Lessee notification of any Lessee failure to comply.

**12.2 Remedies.** If Lessee fails to perform any of its affirmative duties or obligations within fifteen (15) days after written notice (or, in the case of those duties and obligations that cannot reasonably be performed within fifteen (15) days after notice, to commence and diligently prosecute such duties and obligations to ensure completion within ninety (90) days), (but subject, however, to the extended grace periods granted in Section 28 to achieve compliance with the financial covenants in Section 2 of the Mandatory Covenants attached as Exhibit C ("Financial Covenants")), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor, including the reasonable costs and expenses of Lessor deploying its own internal resources. In the event of a Breach, including Lessee's failure to comply with the covenants after the extended grace periods granted in Section 28 to achieve compliance with the financial covenants in Section 2 of the Mandatory Covenants attached as Exhibit C or failure to deliver the reports referenced in **Exhibit C** referenced in Section 28 below, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of re-letting, including necessary repair and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease (if any). The worth at the time of award of the amount referred to in provisions (ii) and (iii) shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover damages under Section 12. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Section 12.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by

Section 12.1. In such case, the applicable grace period required by Section 12.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

If Lessee fails to comply with the terms and conditions of any permits and/or entitlements, in addition to indemnifying Lessor for any costs related to such non-compliance pursuant to Section 7.5, Lessor shall be entitled to Additional Rent equal to ten percent (10%) of the monthly Base Rent for the month within which the non-compliance occurred. If such non-compliance continues and Lessor does not terminate the Lease, then Lessor shall be entitled to Additional Rent equal to ten percent (10%) of the monthly Base Rent for each month during which such non-compliance continues.

**12.3 Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Base Rent, Additional Rent, or any portion thereof will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any Rent shall not be received by Lessor within 5 business days after such amount is past due, then without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a late charge equal to the greater of five percent (5.0%) of the delinquent payment or Two Hundred Fifty and No/100 Dollars (\$250.00) (the "Late Charge"). The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such Late Charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a Late Charge is payable hereunder, whether or not collected, for three (3) consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option and upon notice to Lessee, become due and payable quarterly in advance.

**12.4 Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor when due as to scheduled payments (such as Base Rent) or within thirty (30) days following the date on which it was due for non-scheduled or irregular payments (such

as Additional Rent), shall bear interest from the date when due as to scheduled payments, or the 31st day after it was due as to non-scheduled payments. The interest ("Interest") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential Late Charge provided for in Section 12.3.

**12.5 Breach by Lessor.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Section, a reasonable time shall in no event be less than thirty (30) days after receipt by Lessor except that if such breach prevents Lessee's use, occupancy of or access to the Premises then as soon as reasonably possible, and in no event less than ten (10) days, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such thirty (30) business day period and thereafter diligently pursued to completion, unless such breach prevents Lessee's use, occupancy of or access to the Premises. If Lessor is in default and has not performed its obligations within the time limits set forth in the preceding sentence, Lessee shall have the right to perform any work reasonably necessary to address Lessor's default, and shall be entitled to receive reimbursement from Lessor for all reasonable costs incurred in the performance of work necessary to remedy Lessor's default. Lessee shall provide Lessor with documentation supporting the reasonable costs incurred in performing the necessary work, and Lessor shall reimburse Lessee these amounts within thirty (30) days. Notwithstanding anything to the contrary contained in this Section 12, in the event of an emergency, Lessee shall have the right to exercise the foregoing self-help remedies if Lessor shall fail to respond to said emergency within twenty-four (24) hours. Lessee shall not have the right to terminate this Lease or to withhold, reduce or offset any amount against any payments of Rent or any other charges due and payable under this Lease except as otherwise specifically provided herein.

**13. Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs, and the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation if such portion of the Premises taken does not include any portion of the buildings on the Premises. If any portion of the buildings on the Premises are taken, the Base Rent shall be reduced in proportion to the portion of the buildings taken. In the event that there is a Condemnation of less than all of the Premises, and such portion so taken is material to Lessee's use and quiet enjoyment of the Premises as a whole, then Lessee shall have the option to terminate this Lease upon thirty (30) days' notice to Lessor; or if Lessor decides to rebuild, all available Condemnation awards and/or payments shall be used first, to restore the remaining portion of the Premises to a usable whole, and second, to reduce the balance of any Loan by Lessor in proportion to the portion taken or sold, and third, to reduce Lessor's equity and capital

contributions to the Premises; provided however, notwithstanding Lessor's election to rebuild Lessee may elect to terminate this Lease upon thirty (30) days notice to Lessor if said repairs cannot be completed within 180 days of Lessor's election to rebuild. Any portion of the award and/or payment that remains after the foregoing purposes have been satisfied shall be the property of Lessee. If the entirety of the Premises are taken, then the Condemnation awards and/or payments shall be used first, to repay any Loan by Lessor, and second, to repay Lessor's equity and capital contribution to the Premise, and the balance shall be the property of Lessee.

#### 14. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within ten (10) business days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the Commercial Brokers Association, or such commercially reasonable form as may be required by a Lender, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such ten (10) business day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee shall deliver to any potential or existing Lender or purchaser designated by Lessor such information, including but not limited to financial statements, status of charter, academic performance, enrollment/attendance data, as may be reasonably required by such lender or purchaser. All such information shall be received by Lessor and such Lender or purchaser in confidence and shall be used only for the purposes herein set forth.

15. **Definition of Lessor.** The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises. Upon any transfer of fee title to the Premises, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor, provided Lessor has transferred the Security Deposit and any other funds of Lessee (less any amounts applied or retained by Lessor pursuant to any provision herein allowing Lessor to do so) held by Lessor to such successor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

16. **Severability.**The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
17. **Days.**Unless otherwise specifically indicated to the contrary, the word “days” as used in this Lease shall mean and refer to calendar days.
18. **Limitation on Liability.**The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, and Lessee shall look only to Lessor’s interest in the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease.
19. **Time of Essence.**Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.
20. **No Prior or Other Agreements.**This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective.
21. **Notices.**

21.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by commercial courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Section 21. The addresses for the Parties are set forth below and shall constitute the respective addressed for delivery or mailing of notices. Either Party may, by written notice to the others, specify a different address for notice. Upon Lessee’s taking possession of the Premises, the Premises shall constitute Lessee’s address for notice unless Lessee notifies Lessor otherwise. A copy of all notices to Lessor or Lessee shall be concurrently transmitted to such party or parties at such addresses as Lessor or Lessee, respectively, may from time to time hereafter designate in writing.

21.2 **Addresses.**

Lessor: PCSD Tacoma Facilities I LLC  
c/o Washington Charter School Development, Inc.  
811 West 7th Street, Suite 310  
Los Angeles, California 90017  
Telephone: (213) 542-4700  
Fax: (213) 542-4701  
Attention: CEO, Treasurer or Secretary



*With a copy to:*

Hillis Clark Martin & Peterson P.S.  
1221 Second Avenue, Suite 500  
Seattle, WA 98101  
Telephone: (206) 623-1745  
Fax: (206) 623-7789  
Attention: Kurt E. Kruckeberg

Lessee: Summit Public Schools Washington  
455 5th Street  
Redwood City, CA 94063  
Attention: Diane Tavenner  
Telephone: (650) 366-1050  
Fax: (650) 366-1892

*With a copy to:*

Davis Wright Tremaine LLP  
1201 Third Avenue, Suite 2200  
Seattle, WA 98101  
Attention: Heather A. Coldwell  
Telephone: (206) 757-8279  
Fax: (206) 757-7279

**21.3 Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown; the postmark thereon. If sent by regular mail the notice shall be deemed given 48 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given twenty four (24) hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

**22. Waivers.** No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof.

23. **No Right To Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to one hundred twenty-five percent (125%) of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

24. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

25. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26. **Binding Effect; Choice of Law.** This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State of Washington. Any litigation between the Parties hereto concerning this Lease shall be initiated in the County of Pierce.

27. **Subordination; Attornment; Non-Disturbance.**

27.1 **Subordination.** This Lease shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device securing Lessor's obligations under any Loan(s) in favor of a Lender or lenders (collectively, "Security Device"), whether such Security Device is now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof, provided that the proceeds of any principal advances made under any Loan(s) (or any renewals, amendments, modifications, consolidations, replacements or extensions thereto) above the initial loan amount of \$3,242,664.00, are used solely for the benefit of the Premises or the Project (e.g., including, but not limited to, improvements to the Premises, administrative costs, fees or advances pursuant to the original loan agreement dated December 9, 2014, refinancing of existing Loan(s), fees associated with such refinancing) and not for the distribution of any equity to Lessor. Lessee shall, upon request by a Lender under any such Loan, execute a Subordination, Non-Disturbance and Attornment Agreement in the form attached hereto as Exhibit D or in such other commercially reasonable form as may be required by the lender under the Loan (the "SND"). Lessee agrees that a Lender shall have no liability or obligation to perform any of the obligations of Lessor under the Lease unless or until, and from the date when, Lender acquires title to the Premises by foreclosure, deed in lieu of foreclosure, or otherwise. Any Lender may elect to have this Lease granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

**27.2 Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Section 27.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of such new owner, this Lease shall automatically become a new Lease between Lessee and such new owner, upon all of the terms and conditions hereof, for the remainder of the Term hereof, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder (but not obligations that accrued prior to such transfer) and such new owner shall assume all of Lessor's obligations hereunder, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by any amendment or modification of the Lease made without such Lender's prior written consent, or (d) be liable for the return of any security deposit paid to any prior lessor if such security deposit has not been paid over to such new owner. The terms of such attornment may be included in any SNDA executed by Lessee.

**27.3 Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement, which may be included within the SNDA (a "Non-Disturbance Agreement") from the Lender, which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the Term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Lessee agrees that a Non-Disturbance Agreement substantially similar to those within the SNDA attached as Exhibit D shall be commercially reasonable. Further, if applicable, within thirty (30) days after the execution of this Lease, Lessor shall use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said thirty (30) days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

**27.4 Self-Executing.** The agreements contained in this Section 27 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such Subordination Agreement or further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for, herein.

**27.5 Subordination of Payment of Fees.** Lessee hereby agrees that in all events, Lessee's right to receive or apply any administrative fees or charges (whether such fees or charges are imposed internally or are paid to persons or entities related to Lessee) (collectively, "Administrative Charges") shall be subject and subordinate to the prior payment of all Rent becoming due and payable hereunder. In this regard, Lessee will apply all income and revenues

received by, or allocable to, the School towards the payment of all Rent prior to the application of such income and revenues towards the payment of any Administrative Charges.

## 28. Mandatory Covenants

(i) Lessee hereby covenants and agrees, for the benefit of both the Lessor and its Lender, to comply with and perform all of the Mandatory Covenants applicable to Lessee as set forth in Exhibit C, attached hereto, as such covenants may be modified or amended to satisfy the requirements of any NMTC financing, Governmental Financing or Conventional Loan, as applicable.

(ii) Notwithstanding the requirement that Lessee comply with such Mandatory Covenants, Lessor agrees that if, at the end of any applicable annual period, Lessee has failed to comply with any of the financial covenants in Section 2 of the Mandatory Covenants, Lessee shall provide a complete annual income and expense report to Lessor, as well as an explanation of the reasons why Lessee failed to satisfy such financial covenants, and a proposal as to the measures that Lessee shall take to achieve compliance with the financial covenants in the following year. Lessor and Lessee shall meet cooperatively and in good faith and jointly discuss such proposal and agree upon a strategy and plan for Lessee to achieve compliance with all such financial covenants during the upcoming annual period, and Lessee shall thereafter diligently pursue such plan and shall be given an entire additional year of grace period to achieve full compliance with the financial covenants during the next annual measurement period.

(iii) Such failure to achieve the financial covenants in Section 2 of the Mandatory Covenants in any particular year, by itself and without a Breach under any other obligation under this Lease such as non-payment of rent or any other payment obligation, shall not constitute a Breach under this Lease so long as such failure to satisfy the financial covenant is cured in the next annual reporting period. However, Lessee's failure to satisfy any of the financial covenants in Section 2 of the Mandatory Covenants for two successive years shall constitute a Breach hereunder, as well as a breach by Lessee under the SNDA.

(iv) Notwithstanding such Breach, Lessor agrees that it shall not take any action to terminate the Lease due to Tenant's failure to achieve compliance with the Financial Covenants in two consecutive successive years so long as (a) such failure is the only Default under the Financial Covenants and there is no other Default other than failure to satisfy the financial covenants, (b) all other rent, payment, maintenance, insurance, and other obligations have been and are being continuously performed, and (c) such failure to comply with the Financial Covenants does not: (1) cause the Lender to declare a default under Lessor's loan, (2) jeopardize or result in a termination or discontinuation of any funding source needed by Lessee in order to perform its obligations to pay rent and make all other payments required hereunder, or (3) jeopardize or result in a termination of any unaffiliated funding source of Lessor that is needed for Lessor to pay or perform any obligations of Lessor under this Lease or any other obligation. However, if clauses (a), (b), and (c) of the preceding sentence are satisfied and Lessee's failure to comply with the financial covenants in Section 2 of the Mandatory Covenants in two consecutive successive years does have any of the consequences listed in

clauses (c) (1), (2), or (3), then such non-compliance shall, at Lessor's election, constitute a Breach under this Lease for which Lessor shall have all remedies provided in Section 12.2.

(v) Lessor's promise to forbear from terminating the Lease under paragraph (iv) above despite Lessee's failure to comply with the financial covenants for successive years so long as clauses (a), (b), and (c) of the section (iv) are satisfied is binding solely upon Lessor and not on its Lender, and if Lessor's Lender takes any enforcement action as a result of Lessee's failure to comply with the financial covenants, Lessor shall be entitled to pursue all applicable remedies for Breach due to Lessee's non-compliance with such financial covenants.

**29. Attorneys' Fees.** If any Party brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

**30. Lessor's Access; Showing Premises; Repairs.** Subject to applicable laws and regulations governing who may enter public school facilities when classes are in session, Lessor, Lessor's agents and any Lender shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at reasonable times after twenty-four (24) hours' prior notice for the purpose of inspecting the Premises, verifying compliance by Lessee with this Lease, showing the Premises to prospective purchasers, lenders, or lessees, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises as long as there is no adverse effect to Lessee's use of or access to the Premises. Lessor shall take all commercially reasonable efforts to ensure that entry onto the Premises by Lessor or Lessor's agents is performed in a manner that minimizes any impact on Lessee's use and employment of the Premises; Lessor shall also ensure that any of its employees, contractors, agents, or other individuals it directs to the Premises that may have contact with Lessee's students shall meet the fingerprinting and TB testing requirements of Lessee's charter, and shall not be allowed on the Premises while students are present until such time as Lessee has determined that said employees, contractors, agents, or other individuals do not have a criminal background or active TB that would forbid them from coming into contact with Lessee's students. All such activities shall be without abatement of Rent; provided, however, that Lessor shall indemnify, defend and hold Lessee, its agents and employees harmless from and against any and all damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving Lessor's negligence or willful misconduct in performing such activities.

**31. Consents.** Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

**32. Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the Term hereof.

**33. Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

**34. Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay.

**35. Authority; Multiple Parties; Execution.**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on

its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**36. Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such commercially reasonable modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of financing or refinancing of the Premises, including such modifications to the Mandatory Covenants attached as Exhibit C which are referenced in Section 28, which may be required for any NMTC financing, Governmental Financing or other tax exempt financing available to charter schools. Lessor shall diligently and in good faith seek approval from its Lender for any amendments that Lessor and Lessee mutually desire to make to this Lease.

**37. Waiver of Jury Trial.** TO THE EXTENT ALLOWED BY LAW, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

**38. Memorandum of Lease.** Upon request of either Party, the Parties shall execute, acknowledge and record in the Official Records of Pierce County, Washington a Memorandum of Lease (in the form of Exhibit E hereto).

**39. Lease Collateral.**

(a) **Pledge/Security Agreement.** The Lessee's performance of its obligations under the Lease shall be secured by a lien and collateral assignment in the Lease Collateral (as defined below), which Lessee hereby grants and pledges to the Lessor. It is Lessee's and Lessor's intent that this Lease shall also serve as a security agreement with respect to the Lease Collateral. Lessee shall execute and deliver to Lessor such other security agreements, financing statements, authorizations, and other documents and instruments relating to the creation, attachment, and perfection of Lessor's security interest in the Lease Collateral as Lessor may reasonably request, in a commercially reasonable form provided by Lessor, which execution and delivery shall occur no later than ten (10) business days following Lessee's receipt of any such request. Subject to the exclusions below, "**Lease Collateral**" shall mean all rights and interests of Lessee (a) in all federal and State of Washington payments (including, without limitation, all per student payments, which shall include, without limitation, all general block grants and categorical grants, in-lieu property tax revenues, per student funding apportionments under RCW 28A Chapter 150 or Chapter 710, and other revenues paid with respect to operation of the Premises as a public charter school ("**State Operating Payments**"), and in all other grants and funds, both from private and public sources, that Lessee receives or is entitled to receive with respect to the School from time to time, together with all proceeds of such State Operating Payments and other grants and funds with respect to the School

(collectively, the "School Revenues"), and (b) the Security Deposit. Notwithstanding the foregoing, Lease Collateral shall not include the following (collectively, "Excluded Revenues"):

- (i) any public funding allocations under RCW 28A.710.220 (which, according to RCW 28A.710.030 may not be pledged) or any other federal or state revenues that may not lawfully be pledged, (ii) any moneys derived from any revenues or assets attributable to, or designated by any third party providing such revenues or assets for, any other school operated by Lessee; (iii) any moneys not otherwise derived from revenues or assets attributable to the School that are pledged by Lessee to secure loans to or financings or leases for any other school; (iv) income and revenues directly or indirectly derived by Lessee's operation of other schools, including without limitation per pupil revenues and other funding received from the State of Washington or by virtue of the charter granted to Lessee for the other school and all gifts, grants, bequests and contributions (including income and profits therefrom) to the extent specifically restricted by the donor or maker thereof to the other school; and (v) net insurance or condemnation proceeds received or payable to Lessee on account of damage or destruction of the other school or its property or other loss incurred by Lessee with respect to its operation of the other school or its property. Lessee hereby authorizes the filing of any UCC-1 financing statements with respect to the Lease Collateral and, as to the Security Deposit, Lessor's placement of the Security Deposit into a separate account controlled by and pledged to any Lender.

(b) **Assignment.** Lessee hereby agrees and acknowledges that Lessor shall have the right to assign to a Lender Lessor's rights and interests in (and all proceeds of) (a) the Lease Collateral, (b) the Security Deposit, (c) all Rent, and (d) this Lease, and (e) other property and interests relating to the Premises as additional security for a Loan, provided that Lessor provides Lessee notice of any such assignments.

(c) **No Further Encumbrance.** Lessee will not sell, assign, lease, sublease, encumber, transfer, or otherwise dispose of all or any part of the Lease Collateral without Lessor's prior written consent (other than using per student funding allocations and other School Revenues for the ordinary operation of the school, including payments due hereunder), which consent shall not be unreasonably withheld, provided that it shall not be unreasonable for Lessor to withhold consent because of Lender requirements barring such further encumbrances or because such further encumbrances could negatively impact Lessee's ability to make Rent payments hereunder or Lessor's ability to refinance any loan encumbering the Premises. Lessee hereby represents and warrants to Lessor that Lessee has not sold, assigned, leased, encumbered, transferred, or otherwise disposed of all or any part of the Lease Collateral or any interest therein. The representation and warranty in the preceding sentence shall be deemed to be automatically remade by Lessee upon the Commencement Date and again on the Rent Commencement Date.

(d) **No Limitation of Obligations.** Lessor shall have full recourse to the School Revenues but not to any Excluded Revenues. Notwithstanding the foregoing, Lessee's obligations under this Lease shall not be limited to School Revenues.



**40. Purchase Option.**

**40.1 Grant of Option.** The Lessor and Lessor's sole member and manager, Washington Charter School Development, Inc. ("WCSD") hereby grant Lessee the right and option (but not the obligation) to purchase, at Lessee's sole election, either (a) the Premises or (b) the entire membership interest in Lessor (the "**Membership Interest**") for the price and upon the terms and conditions (the "**Option**") set forth herein. It is specifically acknowledged, however, that since the Option is absolutely subordinated to the deed of trust in favor of Lender, Lessee shall not have the right to purchase the Premises or the Membership Interest of any transferee under any deed of trust foreclosure or transfer in lieu of foreclosure. The Property and Membership Interest are sometimes individually and collectively referred to as the "**Option Property**". Either party shall execute and acknowledge, upon request of the other party, a Memorandum of this Option in recordable form to memorialize the grant of the Option.

**40.2 Option Consideration.** Upon the execution hereof, Lessee shall deliver to Lessor the sum of One Hundred and No/100 Dollars (\$100.00) as consideration for the Option (the "**Option Consideration**"). Such sum shall be credited against the Purchase Price for the Option Property to be purchased by Lessee in the event the Option is exercised. In the event the Option is not exercised pursuant to the provisions of subsection (c) below, the Option Consideration shall be retained by the Lessor.

**40.3 Option Exercise Terms.** So long as there are no uncured events of Default hereunder, the Option shall be exercisable commencing on the first day of the 49th month of the Term and ending at 5:00 p.m. on the 84th month of the Term (the "**Option Period**"). The Option shall be exercised, if at all, by Lessee giving WCSD or Lessor, as applicable, written notice of exercise (the "**Option Notice**") by mail, overnight delivery, personal delivery or facsimile at the address indicated for notice. The Option Notice shall specify which Option Property Lessee has elected to purchase, together with Lessee's proposed closing date for such purchase and sale (the "**Closing Date**"), which date shall be not less than sixty (60) days after the date of the Option Notice, unless otherwise agreed by the Parties. The conditions to closing of the purchase or sale shall be (a) the payment of the Purchase Price and any other amounts payable by the Purchaser under the Purchase and Sale Agreement, (b) if a purchase of the Premises, (i) the execution and delivery of a statutory warranty deed conveying title to the Property, with the associated excise tax affidavit, (ii) such documentation as reasonably required by the escrow or Lessee to consummate the sale, and (iii) issuance of a title policy in the amount of the Purchase Price by the title company evidencing Lessee's ownership of the Premises, subject to such exceptions to title as reasonably approved by Lessee, and (c) the execution and delivery by Lessor and Lessee of a commercially reasonable purchase and sale agreement to be negotiated in good faith by the Parties, and the consummation of the actions required thereunder to convey title to the Option Property to Lessee.

**40.4 Purchase Price.** Unless otherwise agreed by Lessor and Lessee, the purchase price for the Option Property will be the sum of (a) an amount equal to Lessor's outstanding

debt on the Property at the time of the Closing Date not to exceed the initial loan amount of \$3,242,664 and excluding administrative costs related to Lessor's loan(s), such as late fees or prepayment penalties; plus (b) \$1,087,800, which represents fifteen percent (15%) of the equity initially invested in the Project (\$7,252,593).

**40.5 Interim Actions.** During the Option Period:

- (a) WCSD shall not transfer the Membership Interest;
- (b) Lessor shall not issue any new membership interests other than to WCSD;
- (c) Lessor shall not transfer any interest in the Premises or create any liens or encumbrances upon the Premises, except liens or encumbrances existing of record as of the date of this Agreement, statutory liens for obligations the payment of which is not past due, and liens in favor of a lender providing funds to Lessor for the development or refinancing of the Premises; and
- (d) Lessor's sole asset shall be the Premises and Lessor shall not acquire any other assets or incur any debt, other than trade debt incurred in the ordinary course of Lessor's operation and debt associated with the development or refinancing of the Premises.

**40.6 Miscellaneous.** This Option shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, provided however, Lessee may not assign this Option without the prior written consent of Lessor and WCSD, each of which may withhold its consent in its absolute and sole discretion, provided Lessee may assign the Option to any entity controlled by or under common control of Lessee, without WCSD's or Lessor's approval.

**41. End of Term Renewal or Purchase Option.** At the end of the initial term, at Lessee's election and in its sole discretion, Lessee shall have the right to either (a) extend the term for an additional thirty (30) years (the "Renewal Option") or (b) acquire from Lessor all of Lessor's right, title and interest in the Premises and all related improvements on the terms and conditions set forth herein ("Lessor's Interest"), so long as Lessor or any entity owned or controlled by Lessor, or which owns or controls Lessor, or which is under common ownership or control with Lessor, owns Lessor's Interest (the "End-of-Term Option"). Lessor shall provide Lessee with written notice of its election no later than one-hundred eighty (180) days prior to the Termination Date (the "End-of-Term Option Notice"). If Lessee fails to provide the End-of-Term Option Notice, then the Renewal Option and End-of-Term Option shall automatically terminate and Lessee shall have no further rights to renew the term or acquire Lessor's Interest.

**41.1 Renewal Option.** In the event that Lessee elects the Renewal Option, then, for such renewal term, all of the terms, covenants, and conditions of this Lease shall continue to be, and shall be, in full force and effect, except for the Base Rent which, in Year 31, shall be an amount equal to twenty percent (20%) less than Base Rent in Year 30, and thereafter Base Rent shall be subject to increases every five years, and such increases shall not exceed five percent

(5%) over the Base Rent for the immediately preceding Lease Year. (For clarification, Base Rent may only be increased in years 6, 11, 16, 21, and 26 of the renewal term.)

**41.2 End-of-Term Option.** The purchase price for the End-of-Term Option shall be an amount equal to the appraised value of the Property in its "as is" condition, based on comparisons with similarly situated schools (the "Appraised Value") multiplied by 0.5 (the total being the "Purchase Price"). The Appraised Value shall be determined by appraisal and Lessor and Lessee shall enter into a commercially reasonable purchase and sale agreement for the purchase and sale of Lessor's Interest using the procedure set forth below.

(a) Lessee and Lessor shall select an appraiser prior to the day that is thirty (30) days after delivery of the End-of-Term Option Notice. If Lessee and Lessor do not agree on a single appraiser within the thirty (30) day period, each party shall appoint an appraiser prior to the day that is forty five (45) days after the delivery of the End-of-Term Option Notice.

(b) In the case of a single appraiser, within thirty (30) days from the date the appraiser is selected, the appraiser shall render an opinion as to the Appraised Value as of the date of the End-of-Term Option Notice, and such estimate of value shall be the basis for the Purchase Price. In the case of two appraisers, each such appraiser shall render an opinion as to the Appraised Value as of the date of the End-of-Term Option Notice within thirty (30) days of being appointed. If the higher value does not exceed the lower value by more than ten percent (10%) of the lower value, the Appraised Value shall be the average of the two values; otherwise, the two appraisers shall agree on a third appraiser who shall consider the two values and all information considered by the two appraisers and who shall render a third opinion of such appraised value, within thirty (30) days of being selected, which estimate of value shall be the Appraised Value.

(c) All appraisers shall be members of the Appraisal Institute (MAI) and shall be experienced in appraising property of the same type and general location as the Property. All costs of appraisal shall be shared equally by Lessee and Lessor.

(d) Following the determination of the Purchase Price, Lessor and Lessee shall enter into a commercially reasonable purchase and sale agreement for the purchase and sale of Lessor's Interest, which shall include the following terms: (i) payment of the Purchase Price, in immediately available funds on the day of closing; (ii) execution and delivery of a statutory warranty deed conveying title to the property, subject only to the Permitted Exceptions (defined below), with the associated real estate excise tax affidavit; (iii) issuance of a owner's title insurance policy, at Lessor's cost, by a nationally recognized title insurance company insuring Lessee's title to Lessor's Interest in the amount of the Purchase Price, showing only those exceptions to coverage to which Lessee does not object or the objections to which Lessee agrees, in writing, to waive (the "Permitted Exceptions"); and (iv) all usual and customary warranties and representations regarding the Premises, as well as provisions for the payment of closing costs, including but not limited to any real estate transfer taxes, in

accordance with generally accepted customs for the community in which the Premises are located.

*[Balance of Page Intentionally Left Blank; Signature Page Follows]*


The Parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

**By LESSOR:**

Executed at: LOS ANGELES, CA  
on: FEBRUARY 12, 2015

PCSD TACOMA FACILITIES I LLC,  
a Washington limited liability company

By: Washington Charter School Development,  
Inc., a Delaware Charitable Non-Stock  
Corporation and Its Sole Member and  
Manager

By:   
Name: PATRICK OUTVEROS  
Its: SECRETARY

**By LESSEE:**

Executed at: \_\_\_\_\_  
on: \_\_\_\_\_


SUMMIT PUBLIC SCHOOLS WASHINGTON,  
a Washington nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**By WCSD (for itself solely for purposes of  
Section 40):**

Washington Charter School Development, Inc.,  
a Delaware Charitable Non-Stock Corporation

By:   
Name: PATRICK OUTVEROS  
Its: SECRETARY

- Signature Page -

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }  
COUNTY OF Los Angeles } ss.

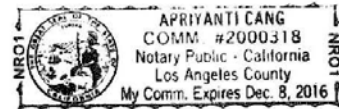
On February 12, 2015 before me, Apriyanti Cang, Notary Public

personally appeared Patrick Ontiveros,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Signature  (Seal)



- Signature Page -

The Parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

**By LESSOR:**

**By LESSEE:**

Executed at: \_\_\_\_\_

Executed at: Redwood city, CA.

on: \_\_\_\_\_

on: 2/12/15

PCSD TACOMA FACILITIES I LLC,  
a Washington limited liability company

SUMMIT PUBLIC SCHOOLS WASHINGTON,  
a Washington nonprofit corporation

By: Washington Charter School Development,  
Inc., a Delaware Charitable Non-Stock  
Corporation and Its Sole Member and  
Manager

By: [Signature]  
Name: Diane Shaffer Lavender  
Its: CEO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**By WCSD (for itself solely for purposes of  
Section 40):**

Washington Charter School Development, Inc.,  
a Delaware Charitable Non-Stock Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

- Signature Page -

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

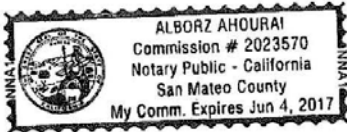
STATE OF CALIFORNIA }  
COUNTY OF San Mateo } ss.

On February 12, 2015 before me, ALBORZ AHOURAI "Notary Public" personally appeared Diane Shafer Tavenner who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





**SCHEDULE 1**

**BASE RENT**

Beginning on the Rent Commencement Date, Lessee shall pay to Lessor Base Rent as follows:

Base Rent shall be Two Hundred Thirty Six Thousand Two Hundred Fifty and No/100 Dollars (\$236,250.00) per Lease Year for years One through, and including, year Four (the "Initial Base Rent"); provided that in the event Lease Year One is less than twelve (12) months, initial Base Rent shall be the monthly amount, Nineteen Thousand Six Hundred Eighty Seven and 50/100 Dollars (\$19,687.50), multiplied by the actual number of months in Lease Year One. Rent for any period during the Term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Base Rent shall be collected in the monthly installments and shall be due on the 1st day of each month.

Beginning in Lease Year Five and at the beginning of each Lease Year remaining in the Term, Base Rent increases shall be adjusted proportionate to regularly reoccurring per-pupil revenue which includes base grant, federal title revenue, and other state per-pupil revenue (for example, Learning Assistance, Transitional Bilingual Instruction, Highly Capable) (collectively, "Per Pupil Revenue"); provided however, annual Base Rent increases shall not exceed Two and One Half Percent (2.5%) per annum over the Base Rent for the preceding Lease Year. Base Rent increase determinations will be made during the month of May for the subsequent Lease Year.

Notwithstanding the foregoing, Base Rent in Lease Year Five (2019-2020) shall be increased by the aggregate percentage increase in Per Pupil Revenue in effect as of the commencement of Lease Year Five as measured against the Per Pupil Revenue in effect as of the Rent Commencement Date, provided that such increase shall be no more than Ten Percent (10%). For clarification, annual Base Rent increases in Lease Year Six and for the remainder of the Term shall not exceed Two and One Half Percent (2.5%) per annum over the Base Rent for the preceding Lease Year.

Base Rent is not contingent on Lessor's achieving a particular total project cost and Base Rent shall not be affected by the actual total project costs or any overages over the current projected total project cost.

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**PARCEL A:**

PARCEL B OF CITY OF TACOMA BOUNDARY LINE ADJUSTMENT NO. MPD 2003-00023, RECORDED JULY 29, 2003 UNDER RECORDING NO. 200307295011, RECORDS OF PIERCE COUNTY, WASHINGTON.

**PARCEL B:**

THE WEST 40 FEET OF LOTS 7, 8, 9 AND 10, BLOCK 7322, THE TACOMA LAND COMPANY'S FIRST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED JULY 7, 1884, IN VOLUME 1 OF PLATS, PAGE 10, RECORDS OF PIERCE COUNTY, WASHINGTON.

BOTH SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON

Exhibit A

**EXHIBIT B**

**Work Letter**

1. **Purpose.** The purpose of this Work Letter is to set forth how, by whom and at whose cost the Leasehold Improvements in the Premises are to be constructed. The provisions of the Lease, except where clearly inconsistent or inapplicable to this Work Letter, shall apply to this Work Letter and the construction of the Leasehold Improvements.

2. **Certain Definitions.** Capitalized terms used but not defined herein shall have the meanings set forth in the Lease to which this Work Letter is attached. As used herein,

(a) **“Construction Period”** means the period from the date upon which the Contractor actually begins construction of the Leasehold Improvements through the date of Substantial Completion.

(b) **“Leasehold Improvements”** means and includes (1) all work and materials necessary to make the following improvements as shown on the site plan and floor plan described in Paragraph 3 below: (i) Construction –Exterior maintenance and interior alteration and renovation of a two-story brick building for purposes of a public charter school serving grades 9 through 12, with a maximum enrollment of 450 students. The school design, a sketch of which is included as Attachment 1, includes features particular to Lessee’s educational programmatic needs, including classrooms, open learning spaces, quiet rooms, a server, and administrative space; and (ii) access and parking (as illustrated in Attachment 1), (2) all work and materials necessary to complete all systems and facilities appurtenant to the Building, (3) all work and materials necessary to obtain a certificate of occupancy for the Premises (or similar governmental approval), (4) all work and materials necessary to permit Substantial Completion of the Leasehold Improvements, and (5) all other improvements, installations, alterations and additions to the Premises that are required to be made to the Premises before Lessee can occupy the Premises for the normal conduct of its business. All Leasehold Improvements shall upon installation and construction become part of the Premises and shall be and remain the property of Lessor in accordance with the terms and provisions of the Lease. If not listed or described on Attachment 2 to this Work Letter, Leasehold Improvements do not include the provision or installation of (i) Furniture, Fixtures and Equipment, (ii) information technology or low voltage, (iii) security system, and (iv) window coverings; the foregoing being the sole responsibility of Lessee, provided that Lessor will cooperate with Lessee and Lessee’s subcontractors to coordinate the installation of the foregoing at Lessee’s request and shall instruct its general contractor performing the Leasehold Improvements to coordinate said installation and provide reasonable access to Lessee’s subcontractors.

(c) **“Lessee Delay”** means any delay in the completion of the design or construction of the Lessor’s Work caused by an act or wrongful failure to act by Lessee or any other agent or contractor of Lessee, including: (1) any delay resulting from a failure by Lessee to perform any

act required on its part within the time limit specified herein for such action; (2) any delay which is caused by Lessee's requesting changes with respect to already approved design elements; (3) any delay attributable to the postponement of any of the Leasehold Improvements at Lessee's request; and (4) any delay resulting from a Lessee change order which results from the negligence of Lessee or any other agent or contractor of Lessee.

(d) **"Lessor's Work"** means the completion of the Leasehold Improvements.

(e) **"Lessee's Work"** means the scope of work defined in paragraph 4 below.

(f) **"Substantial Completion," "Substantially Complete," or "Substantially Completed"** means that Lessor has (1) obtained any governmental approval of the construction of the Leasehold Improvements required for lawful occupancy of the Premises, and (2) sufficiently completed the Leasehold Improvements (notwithstanding Punch List Items) so that Lessee is able to proceed with the installation of any personal property and the occupancy of the Leasehold Improvements for the Agreed Use. **"Punch List Items"** means uncompleted or improperly completed items of Lessor's Work which in the aggregate do not materially interfere with Lessee's occupancy of the Premises for the Agreed Use.

(g) **"Total Project Costs"** means any and all hard and soft costs relating to the acquisition of the Premises and the development and construction of the Leasehold Improvements, including but not limited to costs, fees and expenses relating to closing, legal services, reports, tests, design (architectural and engineering), permits and inspection. For the avoidance of doubt "Total Project Costs" shall also include all costs referred to in Section 4 of this Work Letter. The Total Project Costs for the Project is \$10,495,257, inclusive of a contingency of \$655,093 (the **"Total Project Costs Cap"**). The Project is to be capitalized as follows:

i. Debt: \$3,242,664; and

ii. Equity: \$7,252,593 (including contingency of \$655,093) the entire source of which is philanthropic funding provided to WCSD by the Bill and Melinda Gates Foundation and contributed to Lessor by WCSD.

Based on its experience as a professional charter school developer, Lessor represents and warrants to Lessee that, except for any overages solely due to Lessee Delay or a change of scope by Lessee after approval of the Plans, the Total Project Costs Cap is sufficient to complete the agreed scope of work, and that the Total Project Costs, including Lessee's Work, shall not exceed the Total Project Costs Cap.

### 3. Construction and Completion.

(a) Included as Attachment 1 to this Work Letter, are plans prepared by BCRA Inc. entitled PCSD TACOMA FACILITIES II LLC HIGH SCHOOL TENANT IMPROVEMENT 409 PUYALLUP AVENUE, TACOMA WA 98421 PERMIT RESUBMITTAL 01.21.2015 and dated as of January 21,

2015, for the Premises illustrating the Leasehold Improvements to be made by Lessor (the "Plans"). Lessee acknowledges receipt of and approval of said Plans. Lessor shall be responsible for completing and constructing the Leasehold Improvements in accordance with the project documents entered into or to be entered into by Lessor in connection with the development of the Premises (collectively, the "Project Documents"), as well as all Applicable Requirements. Except as may be otherwise specified in the Project Documents, the Leasehold Improvements shall conform to applicable building standards. Subject to Lessee Delay, Lessor shall use all commercially reasonable efforts to Substantially Complete the Leasehold Improvements and any uncompleted Building Work by the estimated Rent Commencement Date.

(b) Lessee shall be responsible for all personal property that Lessee may require for the Agreed Use including the items described in Section 2(b) above that are not part of the Leasehold Improvements; and Lessee shall coordinate the delivery and installation of any such items during the construction period with Lessor's general contractor or construction manager, to avoid interference with or delay construction of the Leasehold Improvements.

4. **Payment for Leasehold Improvements.** All costs incurred in conjunction with the completion and construction of the Leasehold Improvements, including but not limited to, (i) the architect and engineering fees and reimbursable expenses for preparing the Project Documents, (ii) the fees and other costs of obtaining the building permit or permits for the Leasehold Improvements, and (iii) the construction costs for the Leasehold Improvements (including the costs of labor, materials, insurance, incidental services, and contractor's profit and overhead for constructing the Leasehold Improvements, the costs of required change orders, unless directly and solely caused by Lessee's negligence), shall be paid by Lessor; *provided however*, Lessee shall be responsible for reimbursing Lessor for that certain scope of work related to installation of low voltage, security and access controls and more particularly described on Attachment 2 to this Work Letter ("Lessee's Work").

5. **Reserved.**

6. **Inspections.**

(a) **Interim Inspections.** During the Construction Period, with notice to Lessor Lessee shall have the right but not the duty to regularly inspect the construction of the Leasehold Improvements and notify Lessor of any aspect of such construction observed by Lessee which appears not to conform to the Project Documents, or otherwise to be defective. Lessor shall provide Lessee with periodic (but not less than weekly) reports of the status of the construction.

(b) **Final Inspections.** Lessor shall give Lessee at least thirty (30) days' prior written notice of the anticipated date for Substantial Completion of the Leasehold Improvements and on or prior to such anticipated date of **Substantial** Completion, Lessor and Lessee shall jointly meet with the contractor's representative at the Premises for a thorough walk-through inspection of the Leasehold Improvements. Upon such inspection, Lessor shall deliver and

Lessee shall accept the Premises, subject to Lessor's completion of Punch List Items identified during the course of such inspection, unless Lessee reasonably determines that there are any elements of the Leasehold Improvements which vary materially and adversely from the Project Documents or are otherwise materially defective (excluding Punch List Items). If there are any such materially non-conforming or defective elements, Lessee shall within two (2) business days after such inspection detail the same to Lessor in writing and Lessee may then defer accepting the Premises until such elements have been Substantially Completed in accordance with the Project Documents (but if Lessee elects to occupy the Premises notwithstanding such defects, they shall be corrected as Punch List Items and shall not delay delivery of the Premises). After delivery of the Premises, Lessor shall cause its contractor to complete the Punch List Items with reasonable diligence. Lessor hereby acknowledges that Lessee's review and approval of any of the Project Documents is solely for Lessee's own benefit and that Lessor shall not be entitled to rely on such review or approval for any purpose, including compliance with Applicable Requirements.

**7. Warranties.** Lessor shall use commercially reasonable efforts to obtain from its contractor, and to have such contractor obtain from each of its subcontractors and material suppliers, warranties for the benefit of Lessor and Lessee of their respective portions of the Leasehold Improvements against defects in materials and workmanship appearing within one year after Substantial Completion of the Leasehold Improvements.

**8. As-Built Drawings.** Within thirty (30) days of the completion of the Punch List Items, Lessor shall provide Lessee with a complete set of the as-built drawings provided to Lessor by its general contractor responsible for constructing the Leasehold Improvements.

Attachment 1 to Work Letter

Plans

**INDEX OF SHEETS**

SHEET	TITLE	SHEET	TITLE
<b>01 - GENERAL</b>		<b>06 - STRUCTURAL</b>	
G1.00	COVER	S1.01	GENERAL NOTES
G1.01	INDEX SHEET, PROJECT INFORMATION, PROJECT TEAM	S1.02	GENERAL NOTES
G2.00	LIFE SAFETY ANALYSIS	S1.03	GENERAL NOTES
G2.01	AREA CALCULATIONS AND LIFE SAFETY	S1.04	GENERAL NOTES
G2.02	AREA CALCULATIONS AND LIFE SAFETY	S1.05	GENERAL NOTES
G2.03	AREA CALCULATIONS AND LIFE SAFETY	S2.01	FOUNDATION PLAN
G3.00	REFERENCE DRAWING	S2.02	FIRST FLOOR FRAMING PLAN
G3.01	REFERENCE DRAWING	S2.03	SECOND FLOOR FRAMING PLAN
G3.02	REFERENCE DRAWING	S2.04	ROOF FRAMING PLAN
G3.03	REFERENCE DRAWING	S3.01	CONCRETE TYPICAL SLAB ON GRADE & FOUNDATION DETAILS
G3.04	REFERENCE DRAWING	S3.02	CONCRETE DETAILS
<b>02 - SITE</b>		S3.03	CONCRETE DETAILS
D1.01	DEMOLITION AND TEST PLAN	S3.04	CONCRETE DETAILS
D1.02	DEMOLITION AND TEST PLAN DETAILS	S3.05	CONCRETE AND MASONRY DETAILS
D2.01	SITE AND SURFACING PLAN	S4.01	ELEVATIONS AND DETAILS
D2.02	SITE AND SURFACING DETAILS	S4.01	STEEL DETAILS
D3.01	GRADING AND DRAINAGE PLAN	S5.02	STEEL DETAILS
D3.02	GRADING AND DRAINAGE DETAILS	S5.01	LIGHT GAUGE METAL DETAILS
D4.01	UTILITY PLAN	S5.02	LIGHT GAUGE METAL DETAILS
<b>03 - LANDSCAPE</b>		<b>07 - MECHANICAL</b>	
L1.01	LANDSCAPE PLAN	M1.0	GENERAL NOTES, SCHEDULES & LEGEND
L2.01	DETAILS	M1.1	GENERAL NOTES, SCHEDULES & LEGEND
<b>04 - DEMOLITION</b>		M2.0	BASEMENT FLOOR PLAN - HVAC
AD2.01	BASEMENT DEMOLITION FLOOR PLAN	M3.0	LEVEL 1 FLOOR PLAN - HVAC
AD2.02	FIRST FLOOR DEMOLITION PLAN	M4.0	LEVEL 2 FLOOR PLAN - HVAC
AD2.03	SECOND FLOOR DEMOLITION PLAN	M5.0	ROOF PLAN - HVAC
AD2.04	ROOF DEMOLITION PLAN	<b>08 - PLUMBING</b>	
<b>05 - ARCHITECTURAL</b>		P1.0	GENERAL NOTES, SCHEDULES, LEGEND & DIAGRAM
A2.06	BASEMENT FLOOR PLAN	P2.0	BASEMENT FLOOR PLAN - PLUMBING
A2.01	FIRST FLOOR PLAN	P2.1	BASEMENT FLOOR PLAN - PLUMBING (ABOVE GROUND)
A2.02	SECOND FLOOR PLAN	P3.0	FIRST FLOOR PLAN - PLUMBING
A2.03	CHAMBER PLAN - BASEMENT	P4.0	SECOND FLOOR PLAN - PLUMBING
A2.04	CHAMBER PLAN - FIRST FLOOR	P5.0	RISER DIAGRAMS
A2.05	CHAMBER PLAN - SECOND FLOOR	<b>09 - ELECTRICAL</b>	
A2.06	ENLARGED FLOOR PLANS	E1.0	ELECTRICAL SYMBOLS LEGEND/LIGHTING FIXTURE SCHEDULE
A2.07	FLOOR PLAN DETAILS	E1.1	ELECTRICAL SITE PLAN
A2.71	STAIR #1 PLANS AND SECTION	E2.0	BASEMENT FLOOR LIGHTING PLAN
A2.72	STAIR #2 PLANS AND SECTION	E2.1	FIRST FLOOR LIGHTING PLAN
A2.73	STAIR #3 PLANS AND SECTION	E2.2	SECOND FLOOR LIGHTING PLAN
A3.74	ENLARGED DRAWINGS - ELEVATOR	E3.0	BASEMENT POWER/SIGNAL FLOOR PLAN
A3.91	STAIR DETAILS	E3.1	FIRST FLOOR POWER/SIGNAL PLAN
A3.10	BASEMENT FLOOR FINISH PLAN	E3.2	SECOND FLOOR POWER/SIGNAL PLAN
A3.11	FIRST FLOOR FINISH PLAN	E4.0	BASEMENT FIRE ALARM FLOOR PLAN
A3.12	SECOND FLOOR FINISH PLAN	E4.1	FIRST FLOOR FIRE ALARM PLAN
A3.20	BASEMENT FURNITURE PLAN	E4.2	SECOND FLOOR FIRE ALARM PLAN
A3.21	FIRST FLOOR FURNITURE PLAN	E5.0	POWER RISER DIAGRAM
A3.22	SECOND FLOOR FURNITURE PLAN	E5.1	PANEL SCHEDULES
A3.31	FINISH SCHEDULE	E5.2	PANEL SCHEDULES
A3.51	DOOR SCHEDULE	E5.3	MECHANICAL EQUIPMENT CONNECTION SCHEDULE
A3.93	WINDOW RELITE SCHEDULE	E5.4	ELECTRICAL DETAILS
A3.71	HOLLOW METAL FRAME DETAILS		
A4.01	WALL TYPES		
A5.10	BASEMENT CEILING PLAN		
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A5.12	SECOND FLOOR CEILING PLAN		
A5.51	CEILING DETAILS		
A6.01	ROOF PLAN		
A7.01	EXTERIOR ELEVATIONS		
A7.02	EXTERIOR ELEVATIONS		
A8.01	WALL SECTIONS		
A10.01	INTERIOR ELEVATIONS		
A10.02	INTERIOR ELEVATIONS AND ACCESSORY MOUNTING HEIGHTS		
A12.01	BASEMENT SIGNAGE LOCATION PLAN		
A12.02	FIRST FLOOR SIGNAGE LOCATION PLAN		
A12.03	SECOND FLOOR SIGNAGE LOCATION PLAN		
A12.04	SIGNAGE SCHEDULES		

**Attachment 2 to Work Letter**

**Lessee's Scope**

**(to be provided by MEP Engineer)**



## Summit Olympus- Communications and Security Scope

### Work Scope: Ethernet and Fiber Optic Cabling

- 1) Provide and install up to (26) – single plenum rated CAT6 data cable locations.
- 2) Provide and install up to (42) – double plenum rated CAT6 data cable locations.
- 3) Provide and install up to (4) – quad plenum rated CAT6 data cable locations.
- 4) Provide and install jacks and face plates at all field locations.
- 5) Provide and install conduit pathways for all cable drops to above accessible ceilings, and/or to open ceiling elevation, for routing of ethernet cables.
- 6) Provide and install mounting hardware for cabling paths. (hooks, hangers, etc.)
- 7) Provide and install (3) – 48 port CAT6 patch panels.
- 8) Provide and install (1) – 6 strand multimode 62.5 micron fiber optic cable between MDF room located at basement level, to IDF room located on 2<sup>nd</sup> floor.
- 9) Provide and install (1) – 1" innerduct plenum from MDF room located at basement level, to IDF room located on 2<sup>nd</sup> floor, for protection of fiber optic cable.
- 10) Provide and install (2) – 6 port LC fiber bulkheads.
- 11) Provide and install (12) – LC fiber ends.
- 12) Provide and install (2) – rack mount fiber optic LIU's.
- 13) Provide and install vertical wire managers for LIU's.
- 14) Provide and install (1) – 7' floor mounted rack in MDF room. Rack includes mounting hardware.
- 15) Provide and install (1) - 19" x 24" wall rack for the 2<sup>nd</sup> floor IT room.
- 16) Provide and install cable management system for cabling in IT rooms.
- 17) Provide termination, testing and labeling for all CAT6, and fiber optic cabling.
- 18) Provide low voltage permit for work scope.

\*See attached communications plans provided by Bryant Wong- Summit Public Schools via email dated 12/3/14

### Exclusions:

- 1) Base proposal excludes fire rated plywood at MDF, and IDF equipment rooms.
- 2) Proposal excludes server and network equipment

### Work Scope: Basic Security

- 1) Provide and install a security main control panel.
- 2) Provide and install one (1) – alpha key pads.
- 3) Provide and install up to (13) – dual tech motion detectors.
- 4) Provide and install up to (3) – alarm sirens.
- 5) Provide and install up to (10) – door switch contacts.
- 6) Provide electrical permit for workscope.

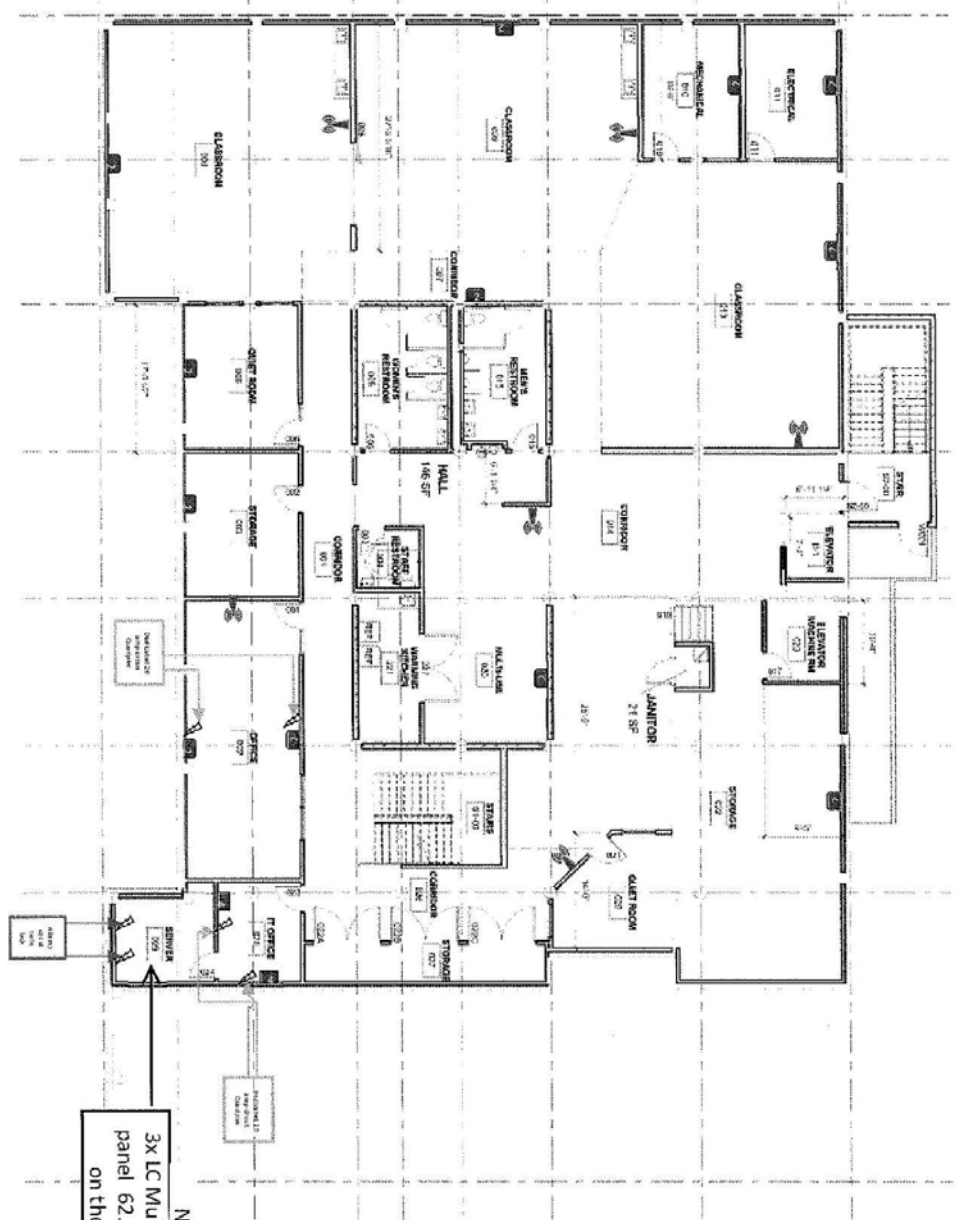
### Exclusions:

- 1) Monitoring agreement required (not included).

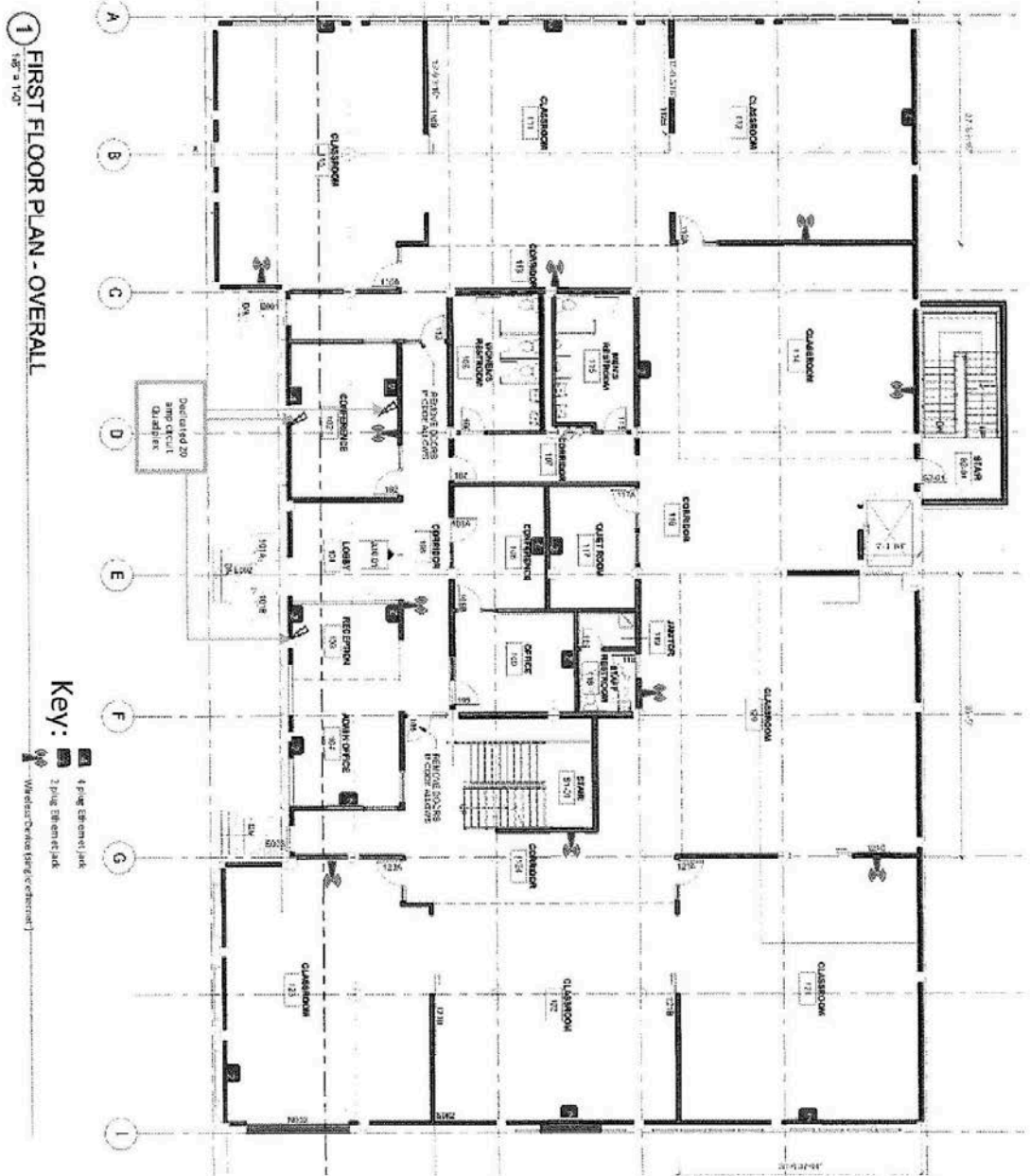
1 BASEMENT FLOOR PLAN  
1/8" = 1'-0"

Key:

- 4-Pair Ethernet Jack
- 2-Pair Ethernet Jack
- Wireless Device (range extender)



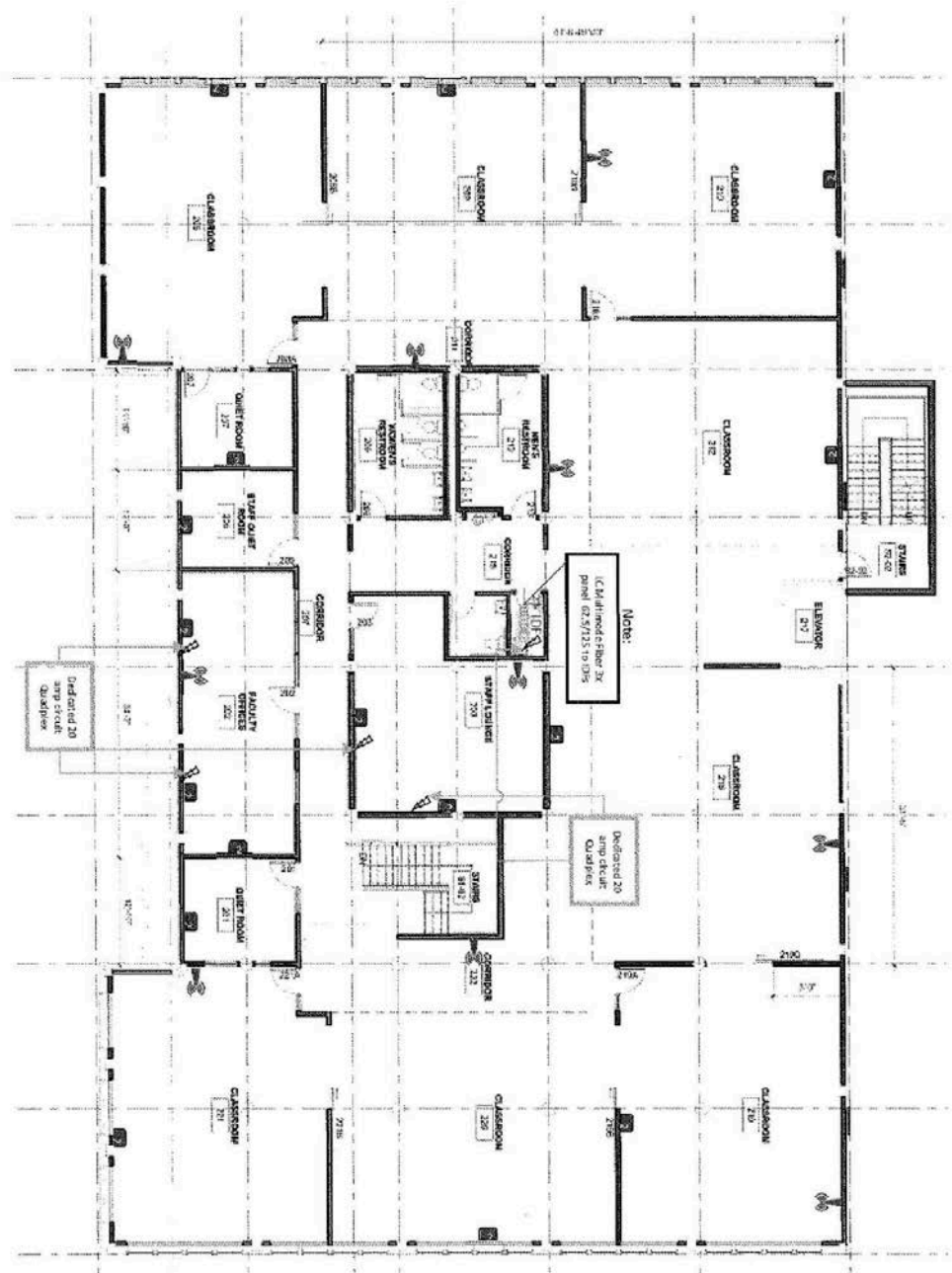
Note:  
3x LC Multimode Fiber panel 62.5/125 to IDFs on the 2<sup>nd</sup> floor



1 SECOND FLOOR PLAN  
1/8" = 1'-0"

Key:

- 4.14.14 Elevator (click)
- 2.14.14 Elevator (click)
- Windows (click) (single efferment)



## EXHIBIT C

### Mandatory Covenants

For purposes of this Exhibit, all capitalized words or phrases set forth in this Exhibit and defined in the Lease shall have the meaning set forth in the Lease, unless otherwise defined in this Exhibit. Words or phrases relating to financial or accounting matters set forth in this Exhibit and not defined in the Lease or in this Exhibit shall have the meanings attributable to them under sound accounting principles consistently applied and currently in use by Lessee as reflected in financial statements of Lessee provided to Lessor prior to execution of the Lease (the “**Accounting Principles**”), as modified from time to time excluding the proposed changes in accounting for leases.

Subject to the extended grace periods and other provisions of Section 28 of the Lease, Lessee further covenants and agrees with the Lessor as follows:

1. Compliance Notice.

(a) Lessee shall cause all use permits and licenses necessary for the operation of the School on the Premises to be kept in full force and effect at all times, including but not limited to any permits and/or licenses related to any entitlements in effect in connection with the Premises, and Lessee shall strictly comply with the terms and conditions of such entitlements. No later than sixty (60) days before the Rent Commencement Date, Lessee shall provide written notice to Lessor explaining how Lessee will comply with the terms and conditions of any entitlements or permits for the Premises, including without limitation student pick-up and drop-off requirements (the “**Compliance Notice**”), if any. The Compliance Notice shall detail how Lessee will insure that all third parties will comply with such requirements, including, for example, parents picking-up and dropping off students at the Premises, or vendors making deliveries to the Premises.

(b) Lessee will maintain adequate records evidencing compliance with all conditions of the charter for the School and Lessee’s operation of the School on the Premises.

(c) Lessee shall conduct any and all activities (including, without limitation, all enrollment and attendance reporting and other requirements) as may be necessary for the School to continue to receive during the entire Term of the Lease all State Operating Payments to which the School may be entitled.

(d) Lessee shall not waive, forfeit, or otherwise release its right to receive the State Operating Payments without Lessor’s prior written consent, which Lessor may withhold in its discretion unless Lessee first demonstrates to the Lessor’s satisfaction that Lessee has obtained grant and/or other revenue sources sufficient to meet all of Lessee’s obligations under the Lease (including, without limitation, Lessee’s obligation to maintain the Lease Payment Coverage Ratio as set forth below). Lessee shall notify the Lessor in writing thirty (30) days in

advance of any termination, cancellation, material amendment, or material modification of the State Operating Payments. Any factoring of State Operating Payments to be received by Lessee that includes fees or charges, including interest, that reduce the net State Operating Payments to be received by Lessee is for the purposes of this clause to be deemed a material amendment and modification of the State Operating Payments.

(e) Lessee shall promptly enforce its rights to receive State Operating Payments from the State and shall promptly comply with all conditions to the receipt of such payments.

2. Financial Covenants.

(a) School Lease Payment Coverage Ratio. School shall maintain a minimum Lease Payment Coverage Ratio of not less than 1.20 to 1.00, measured as of the end of each of School's fiscal years based on audited financial statements provided to Lessor pursuant to this Agreement, commencing with School's fiscal year beginning on July 1, 2015. For the purposes hereof, School's "Lease Payment Coverage Ratio" shall be determined by dividing (A) the sum of School's operating earnings before interest, depreciation and amortization and prior to School's current payment obligations under the Lease by (B) the sum of (without duplication) School's payment obligations under the Lease, current portion of all long term debt (for the prior fiscal year), and interest expense on all debt incurred by or in connection with the School.

(b) Debt/Worth Ratio. Lessee shall maintain on a Consolidated Basis a Debt/Worth Ratio of not more than 3.00 to 1.00, measured as of the end of each of Lessee's fiscal years, commencing with Lessee's fiscal year ending on June 30, 2016. "Debt/Worth Ratio" shall be defined as the ratio of total liabilities divided by total net worth (assets minus liabilities) except that total liabilities shall not include any money received from an Affiliate (as defined in Section 11.1) on a temporary basis ("Affiliate Loans"), since such Affiliate Loans have been subordinated to the payment obligations under the Lease pursuant to Section 4 of the SNDA. For purposes of this Exhibit, "Consolidated Basis" means on the basis of financial statements and reports that include the financial results of Lessee, and any entities, including the School and all other schools operated by Lessee, whose activities are consolidated into Lessee's annual audited financial statement.

(c) Current Ratio. Lessee shall maintain on a Consolidated Basis a Current Ratio of not less than 1.00 to 1.00, tested annually on the last day of each fiscal year commencing with Lessee's fiscal year ending June 30, 2016, based on a certification from Lessee and such supporting documentation and financial statements as shall be provided pursuant to this Agreement or otherwise reasonably requested by Lessor. "Current Ratio" shall be defined as the ratio of current assets divided by current liabilities.

(d) Lessee Lease Payment Coverage Ratio. Lessee shall maintain on a Consolidated Basis a minimum Lease Payment Coverage Ratio of not less than 1.00 to 1.00, measured as of the end of each of Lessee's fiscal years based on audited financial statements

provided to Lessor pursuant to this Agreement, commencing with Lessee's fiscal year ending on June 30, 2016. For the purposes hereof, Lessee's "Lease Payment Coverage Ratio" shall be determined by dividing (A) the sum of Lessee's operating earnings before interest, depreciation and amortization and prior to Lessee's current payment obligations under any lease agreements, by (B) the sum of (without duplication) Lessee's current payment obligations under any lease agreements, current portion of long term debt (for the prior fiscal year), and interest expense on all of Lessee's debt.

Each of the ratios described in this Exhibit shall be calculated based upon the audited financial statements submitted to Lessor by Lessee.

3. Other Indebtedness. Without the prior written consent of Lessor in each instance, which consent shall not be unreasonably withheld, conditioned or delayed, Lessee shall not create, incur, assume or suffer to exist any indebtedness for borrowed money or for the deferred purchase price of capital assets ("Indebtedness"), or in any manner become liable directly or indirectly with respect to any Indebtedness.

4. Management. Lessee shall notify Lessor in writing of any change in Lessee's board of directors and/or Lessee's senior management, within ten (10) calendar days of any such change. For purposes hereof, "senior management" shall include, but not be limited to, the positions of principal, assistant principal, director of operations, and executive director.

5. Organizational Change. Lessee shall not reincorporate or reorganize itself without the prior written consent of Lessor.

6. Records and Reports. Lessee shall deliver to Lessor, in reasonable detail and in form acceptable to Lessor,

(i) as soon as possible, and, in any event, within five (5) business days after Lessee receives notice or knowledge thereof or learns facts which would lead a reasonable person to undertake diligent inquiry with respect thereto, a report or statement executed by a senior officer of Lessee with respect to (A) the occurrence of any reportable event that requires notification of the Pension Benefit Guaranty Corporation by Lessee or any of their subsidiaries pursuant to ERISA and regulations thereunder; (B) the occurrence of any Breach under the Lease or Default (i.e. an event of default that becomes a Breach after notice or passage of time) or failure to observe or perform any covenant set forth herein or in any other agreement with Lessor to which Lessee is a party and any action taken or contemplated with respect thereto; (C) (1) the existence or change in status of any pending or threatened litigation or administrative proceedings or investigations against or affecting Lessee or any of its subsidiaries which, if determined adversely to Lessee or any of its subsidiaries, would have a material adverse effect upon the financial condition or results of operations of Lessee and (2) any reserves set aside or to be set aside in connection with such proceedings, in accordance with the Accounting Principles; and (D) any report, citation, notice demand or other written or oral communication concerning any facility or other property now or hereafter owned, leased or

operated by Lessee or any of its subsidiaries to which any Hazardous Substances used, generated, treated or disposed of by Lessee or any of its subsidiaries may have been transported, or concerning the activities, operations or potential responsibility for environmental cleanup obligations of Lessee or any of its subsidiaries, to or from any governmental agency or entity empowered to enforce, investigate, or oversee compliance with any environmental law;

(ii) at Lessee's cost and expense, (A) within thirty (30) days of the last day of each of Lessee's fiscal years, during the term of the Loan, Lessee's board approved annual operating budget and annual operating budget for the School (if separate); (B) within forty-five (45) days of the last day of each fiscal quarter during the term of the Lease for Lessee and School, unaudited internally prepared financial statements (including, at a minimum, a balance sheet, cash flow statement and statement of profit and loss) certified as true and correct by an authorized officer of Lessee and School and in a form reasonably acceptable to Lessor in all respects; (B) within one hundred eighty (180) days of the end of Lessee's fiscal year, financial statements for Lessee and School (including, at a minimum, a balance sheet and statement of profit and loss setting forth in each case, in comparative form, figures for the preceding year, a statement of cash flow and a statement of compliance with the terms of the Lease), certified as true and correct by an authorized officer of Lessee in a form reasonably satisfactory to Lessor in all respects and audited by an independent certified public accountant reasonably approved by Lessor; and (C) within forty-five (45) days after the date on which Lessee's audited financial statements pursuant to subpart (B) above are due, an annual certification by an authorized officer of Lessee in a form reasonably satisfactory to Lessee in all respects that no Event of Default or incipient default has occurred and is continuing under the Lease. All financial statements shall be prepared in accordance the Accounting Principles, consistently applied; and

(iii) such other reports as Lessor may, from time to time, reasonably request in writing from Lessee.

7. Charter. School shall keep and maintain the charter of the School in full force and effect.

8. New Market Tax Credit Covenants. No part of the business activities of School as Lessee of the Premises or of any sublessee will (A) include the rental to others of residential rental property as determined under Section 168(e)(2) of the Internal Revenue Code of 1986, as amended, or (B) consist of the operation of any: (1) private or commercial golf course, (2) country club, (3) massage parlor, hot tub facility, or suntan facility, (4) race track or other facility used for gambling, or (5) store, the principal business of which is the sale of alcoholic beverages for consumption off premises.



EXHIBIT D

Recording Requested By  
And When Recorded Mail To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Space Above For Recorder's Use

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

This Subordination, Non-Disturbance and Attornment Agreement (this "Agreement") is dated as of \_\_\_\_\_, \_\_\_\_\_, and is made by and among \_\_\_\_\_, a \_\_\_\_\_ ("Lender"), **SUMMIT PUBLIC SCHOOLS WASHINGTON**, a Washington non-profit public benefit corporation ("Lessee" or "School Operator"), and **PCSD TACOMA FACILITIES I LLC**, a Washington limited liability company ("Lessor" or "Borrower")

**RECITALS**

A. Lessee is the Lessee under that certain Lease Agreement (the "Lease" dated as of February 11, 2015, with PCSD Tacoma Facilities I LLC, a Washington limited liability company, which Lease is as to the premises described in therein (the "Premises") and as more particularly described in Exhibit A hereto.

B. This Agreement is being entered into in connection with a certain loan (the "Loan") which Lender has made to Lessor pursuant to the terms and provisions of that certain Loan Agreement dated as of \_\_\_\_\_, \_\_\_\_\_ (the "Loan Agreement"). The Loan is secured, in part, by a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing on the Premises (the "Deed of Trust")

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dated concurrently with the Loan Agreement. The Loan Agreement, Deed of Trust, and the other documents executed and delivered in connection with the Loan are hereinafter collectively referred to as the "Loan Documents." Unless otherwise provided, all capitalized terms herein shall have the defined meanings set forth in the Loan Agreement.

C. Pursuant to the Lease, the Lessee has pledged (the "Lease Collateral Pledge") to the Lessor all of Lessee's rights and interests in in-lieu property tax revenues, and other grants and funds, both from private and public sources, that the Lessee is entitled to receive in connection with the operation of the School (collectively, the "School Revenues," but specifically excluding from such pledge any public funding allocations under RCW 28A.710.220 (which, according to RCW 28A.710.030 may not be pledged) or any other federal or state revenues that may not lawfully be pledged). Pursuant to the Lease, Lessee has deposited with Lessor the initial \$19,587.50 portion of the "Security Deposit," which Security Deposit may be increased to an amount not to exceed \$59,062.50 as per the terms of the Lease. Lessee will operate on the Premises one charter school ("Charter School").

#### AGREEMENT

For mutual consideration, including the mutual covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subordination. Lessee agrees that (i) the Lease, together with all terms and conditions contained therein and all rights, liens and charges created thereby and (ii) any option to purchase, right of first refusal, or other rights that Lessee may now have or may hereafter obtain to acquire any interest in the Premises, or any part thereof, including, without limitation, those given under Sections 40 and 41 of the Lease (collectively, "Purchase Rights") are and shall be subject and subordinate in all respects to the Loan Documents and to all present or future advances under the obligations secured thereby and all renewals, amendments, modifications, consolidations, replacements and extensions of secured obligations and the Loan Documents, to the full extent of all amounts secured by the Loan Documents from time to time, provided that the proceeds of any principal advances made under the Loan Documents (or any renewals, amendments, modifications, consolidations, replacements or extensions thereto) above the initial loan amount of \$3,242,664.00, are used solely for the benefit of the Premises or the Project (e.g., including, but not limited to, improvements to the Premises, administrative costs, fees or advances pursuant to the original loan

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agreement dated December 9, 2014, refinancing of existing Loan(s), fees associated with such refinancing) and not for the distribution of any equity to Lessor.

2. Non-Disturbance and Attornment. Lender agrees that, if Lender exercises any of its rights under the Loan Documents such that Lender, Lender's successor by merger, consolidation, or assignment, or any other successful bidder and purchaser at a foreclosure sale becomes the owner of the Premises (in any such case, a "Lender Transferee"), including but not limited to an entry by Lender pursuant to the Deed of Trust, a foreclosure of the Deed of Trust, a power of sale under the Deed of Trust or otherwise: (a) the Lease shall continue in full force and effect as a direct lease between Lender Transferee and Lessee, and subject to all the terms, covenants and conditions of the Lease and (b) Lender Transferee shall not disturb Lessee's right of quiet possession of the Premises under the terms of the Lease so long as Lessee is not in default beyond any applicable grace period of any term, covenant or condition of the Lease. Lessee agrees that, in the event of an exercise of the power of sale or foreclosure of the Deed of Trust by Lender or the acceptance of a deed in lieu of foreclosure by Lender or any other succession of Lender to ownership of the Premises by a Lender Transferee, Lessee will attorn to and recognize Lender Transferee as its Lessor under the Lease for the remainder of the term of the Lease (including all extension periods which have been or are hereafter exercised) upon the same terms and conditions as are set forth in the Lease, and Lessee hereby agrees to pay and perform all of the obligations of Lessee pursuant to the Lease.

Notwithstanding the foregoing or any other provision of this Agreement to the contrary, so long as Lessee has been given written notice of any default under the Loan and the opportunity to cure any such defaults under the Loan in accordance with Section 5.3 below, and provided that such defaults are within Lessee's power to cure (e.g., relating to non-payment, or maintenance of the Property), and Lessee has not done so within the time period allowed thereunder, any Purchase Rights shall automatically terminate and be of no further force or effect at such time as a Lender Transferee becomes the owner of the Premises pursuant to a foreclosure of the Deed of Trust, a power of sale under the Deed of Trust, or otherwise, which termination shall occur notwithstanding the non-disturbance of Lessee's possession of the Premises and attornment to Lender as provided in the preceding paragraph of this Section 2.

3. Limitations on Lender Liability. Lessee agrees that, in the event a Lender Transferee succeeds to the interest of Lessor under the Lease, Lender Transferee shall not be:

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- a. liable in any way for any act, omission, neglect or default of any prior Lessor (including, without limitation, the then defaulting Lessor), or
- b. subject to any claim, defense, counterclaim or offsets which Lessee may have against any prior Lessor (including, without limitation, the then defaulting Lessor), or
- c. bound by any payment of rent or additional rent which Lessee might have paid for more than one month in advance of the due date under the Lease to any prior Lessor (including, without limitation, the then defaulting Lessor), except to the extent that such Lender Transferee has actually received such additional prepayment of rent or additional rent, or
- d. bound by any obligation to make any payment to Lessee which was required to be made prior to the time Lender Transferee succeeded to any prior Lessor's interest, or
- e. accountable for any monies deposited with any prior Lessor (including security deposits), except to the extent such monies are actually received by Lender Transferee, or
- f. bound by any amendment or modification of the Lease made without the written consent of Lender or, following transfer of the Premises to a Lender Transferee, without the written consent of the Lender Transferee, provided that Lessor shall make reasonable efforts to obtain any Lender or Lender Transferee's consent to such amendment or modification.

In no event shall Lender or any Lender Transferee have any obligations or duties with respect to any of the Subleases or in favor of any School Operator that is distinct from Lessee.

4. Subordination of Payment of Fees and Affiliate Debt. Lessee hereby agrees that, in all events, Lessee's right to pay any administrative fees or charges, whether such fees or charges are imposed internally or are paid to persons or entities related to Lessee or Lessor (collectively, "Administrative Charges") and Lessee's rights to make payments on any debt or other liabilities owed to Affiliates of Lessee shall be subject and subordinate to the prior payment of all rent or other payment obligations becoming due and payable under the Lease. If there exists any material uncured default under the Lease, Lessee shall not make payments of any such Administrative Charges or any amounts owing under liabilities in favor of Affiliates. In this regard, Lessee will apply

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all income and revenues received by, or allocable to, the Charter School towards the payment of all rent becoming due under the Lease prior to the application of such income and revenues towards the payment of any Administrative Charges or liabilities in favor of Affiliates.

5. Notices to Lender; Cure Rights.

5.1 Lessor hereby agrees to give to Lender copies of all notices of Lessee default(s) under the Lease in the same manner and at the same time as given by Lessor to Lessee. Lessee hereby agrees to give to Lender copies of all notices of Lessor default(s) under the in the same manner and at the same time as given by Lessee to Lessor. Lender hereby agrees to give to Lessee copies of all notices of Lessor default(s) under the Loan in the same manner and at the same time as given by Lender to Lessor.

5.2 Lender shall have the right but no obligation to remedy any Lessor default under the Lease, or to cause any default of Lessor under the Lease to be remedied, and for such purpose Lessee hereby grants Lender, in addition the period given to Lessor for remedying Lessor's defaults, an additional 30 days to remedy, or cause to be remedied, any such default. Lessee shall accept performance by Lender of any term, covenant, condition or agreement to be performed by Lessor under the Lease with the same force and effect as though performed by Lessor. No Lessor default under the Lease shall exist or shall be deemed to exist (i) as long as Lender, in good faith, shall have commenced to cure such default within the above reference time period and shall be prosecuting the same to completion with reasonable diligence, subject to force majeure, or (ii) if possession of the Premises is required in order to cure such default, or if such default is not susceptible of being cured by Lender without gaining possession, as long as Lender, in good faith, shall have notified Lessee that Lender intends to institute proceedings for foreclosure under the Loan Documents, and, thereafter, as long as such proceedings shall have been instituted and shall be prosecuted with reasonable diligence, subject to any applicable delays caused by bankruptcy or otherwise. Following a default under the Lease by Lessor and acquisition of the Property by a Lender Transferee, upon Lender Transferee's written request, given within ten (10) days after acquiring title to the Premises, Lessee, within fifteen (15) days after receipt of such request, shall execute and deliver to Lender Transferee or its designee or nominee a new lease of the Premises for the remainder of the term of the Lease upon all of the same terms, covenants and conditions of the then current Lease. Neither Lender nor its designee or nominee shall become liable under the Lease unless and until Lender or its designee or nominee becomes, and then only with respect to periods in which Lender or

its designee or nominee remains, the owner of the Premises. In no event shall Lender have any personal liability as successor to Lessor and Lessee shall look only to the estate and property of Lender in the Premises for the satisfaction of Lessee's remedies for the collection of a judgment (or other judicial process) requiring the payment of money in the event of any default by Lender as Lessor under the Lease, and no other property or assets of Lender shall be subject to levy, execution or other enforcement procedure for the satisfaction of Lessee's remedies under or with respect to the Lease. Lender shall have the right, without Lessee's consent, to foreclose the Deed of Trust or to accept a deed in lieu of foreclosure of the Deed of Trust or to exercise any other remedies under the Loan Documents.

5.3 Lessee shall have the right but no obligation to remedy any Lessor default under the Loan, or to cause any default of Lessor under the Loan to be remedied, and for such purpose Lender hereby agrees that, prior to commencing any foreclosure of the deed of trust against the Premises, Lender shall give Lessee, in addition to the period given to Lessor for remedying Lessor's defaults, an additional 30 days from receipt of notice of Lessor's failure to remedy, or cause to be remedied, any such default. Lender shall accept performance by Lessee of any term, covenant, condition or agreement to be performed by Lessor under the Loan with the same force and effect as though performed by Lessor. Any amounts paid by Lessee to Lender to cure defaults by Lessor under the Loan shall be deemed a payment of then current rent under the Lease, and thereafter a prepayment of future rent. So long as Lessee is making payments to Lender to cure any and all payment defaults under the Loan, and if any other defaults remain, Lessee is paying all other available net operating income from operation of the Premises to establish such reserves as Lender may require with respect to any ongoing pending defaults, Lender shall not commence a foreclosure of its deed of trust. However, if any defaults continue to exist under the Loan and Lender believes that accepting payment and performance of Loan obligations from Lessee still jeopardizes Lender's security, Lender may, after giving Lessee at least six months to purchase the Property on the same terms as would otherwise apply under Section 40 of the Lease and if Lessee has not completed a purchase of the Property within such six-month period, then elect to foreclose its deed of trust, thereby terminating forever Lessee's purchase option, but subject to the non-disturbance and attornment provisions herein.

6. Pledges and Assignments of Lease Collateral.

6.1 Lessee Acknowledgements. Lessee hereby acknowledges (a) that the Lessor is assigning Lessor's pledged interests in the School Revenues to the Lender as security for the Loan but specifically excluding from such pledge any public funding allocations under RCW 28A.710.220 (which, according to RCW 28A.710.030 may not be pledged) or any other federal or state revenues that may not lawfully be pledged), (b) that Lessor is assigning Lessor's rights and interests with respect to the Security Deposit to Lender as security for the Loan and that, at Lender's election, the Security Deposit may be held by the Lender, (c) that the interest of the Lessor under the Lease is to be assigned to Lender as security for the Loan, and (d) that unless Lender acquires title to the Premises, Lender shall have no duty, liability or obligation whatsoever under the Lease or any extension or renewal thereof, either by virtue of the assignment of the Lease Collateral Pledge, the assignment of the Security Deposit, and/or the Lease, or by any subsequent receipt or collection of rents by Lessor thereunder, unless Lender shall specifically undertake such liability in writing. The School Revenues (excluding those that cannot lawfully be pledged), the Security Deposit, and Lease are collectively referred to as the "Lease Collateral."

6.2 Lessee Representations and Covenants. Lessee hereby (a) represents and warrants that it has not made any assignment, sublease, pledge, encumbrance, or transfer or other disposition with respect to any of the Lease Collateral other than that given to Lessor under the Lease, and (b) agrees that Lessee shall not, without the prior consent of Lender, make any assignment, sublease, pledge, encumbrance, or transfer or other disposition of the all or any part of the Lease Collateral to any party.

7. Rent Payments to Lender. In the event Lessee receives written notice from Lender that rents and/or other monies due under the Lease are to be paid to Lender (which notice may be given by Lender prior to or following an Event of Default under the Loan), Lessee shall pay to Lender, or as otherwise directed by Lender, by check made payable solely to Lender or as directed by Lender, all rents and other monies due or to become due under the Lease. Should Lessee fail to make payment as directed by Lender after receipt of any such notice from Lender, Lessee shall remain liable to Lender for all amounts so paid after receipt of such notice, and such payments shall not be applied as payments by Lessee under the Lease.

8. Additional Covenants. Lessee and Lessor hereby represent, warrant, acknowledge, and agree as follows:

a. Lessee has no right to terminate or cancel the Lease other than pursuant to Section 8.3 and Section 13.

b. The Lease contains all of the agreements between Lessee and Lessor respecting Lessee's occupancy of the Premises, and is in full force and effect, and, prior to the date hereof, Lessee has not assigned or sublet any of its rights and interests in the Lease and/or the Premises;

c. Lessee shall have no right of deduction, offset, or abatement as to rent or other payments becoming due under the Lease;

d. Any monetary obligations of Lessee under the Lease, whether such obligations are payments to be made to Lessor or to other parties, shall constitute rent or additional rent;

e. Neither Lessee nor any person or entity affiliated with Lessee has any interest in the Premises other than that created under the Lease.

The acknowledgements and agreements set forth in this Section 8 shall apply for all periods prior to and following any foreclosure of the Deed of Trust or any other transfer of the Premises pursuant to, in lieu of such foreclosure.

9. Mandatory Covenants. Lessee understands that the Mandatory Covenants under the Lease are also for the benefit of Lender and that any Breach of the Mandatory Covenants, after expiration of the extended grace periods and in accordance with the provisions of Section 28, shall also constitute a default under the Loan and under this Agreement. Lessor's promise to forbear from terminating the Lease under Section 28(iv) of the Lease despite Lessee's failure to comply with the Mandatory Covenants for successive years so long as clauses (a), (b), and (c) of such Section 28(iv) are satisfied is binding solely upon Lessor and not on Lender, and if Lender takes any enforcement action as a result of Lessee's failure to comply with the financial covenants, Lessor shall be entitled to pursue all applicable remedies for Breach due to Lessee's non-compliance with such Mandatory Covenants.

10. Authority. If any party hereto is a corporation, each individual executing this Agreement on behalf of said corporation represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of said corporation, in



accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the by-laws of said corporation, and that this Agreement is binding upon said corporation in accordance with its terms. If any party hereto is a partnership or limited liability company, each individual executing this Agreement on behalf of said partnership or limited liability company represents and warrants the s/he is duly authorized to execute and deliver this Agreement on behalf of said partnership or limited liability company in accordance with the partnership agreement for the partnership or operating agreement for the limited liability company.

11. Notices. Any notice, election, communication, request or other document or demand required or permitted under this Agreement shall be in writing and shall be deemed delivered on the earlier to occur of (a) receipt or (b) the date of delivery, refusal or nondelivery indicated on the return receipt, if deposited in a United States Postal Service Depository, postage prepaid, sent certified or registered mail, return receipt requested, or if sent via recognized commercial courier service providing for a receipt, addressed to Lessee or Lender, as the case may be at the following addresses:

If to Lessor:

PCSD Tacoma Facilities I LLC  
c/o Washington Charter School Development, Inc.  
811 West 7th Street, Suite 310  
Los Angeles, California 90017  
Attention: CEO, Treasurer or Secretary

*With a copy to:*

Hillis Clark Martin & Peterson P.S.  
1221 Second Avenue, Suite 500  
Seattle, WA 98101  
Attention: Kurt E. Kruckeberg

If to Lessee:

Summit Public Schools Washington  
455 5th Street  
Redwood City, CA 94063  
Attention: Diane Taverner

*With a copy to:*  
Davis Wright Tremaine LLP  
1201 Third Avenue, Suite 2200  
Seattle, WA 98101  
Attention: Heather A. Coldwell

If to Lender:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Lender. The term "Lender" as used herein includes any successor or assign of the named Lender herein, including without limitation, any co-lender at the time of making the Loan, any purchaser at a foreclosure sale and any transferee pursuant to a deed in lieu of foreclosure, and their successors and assigns, and the term "Lessee" as used herein includes any successor and assign of the named Lessee herein.

13. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect.

14. Waiver. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought.

15. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Washington.

16. Waiver of Jury Trial. BORROWER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THE LOAN DOCUMENTS. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY BORROWER, AND BORROWER ACKNOWLEDGES THAT NO PERSON ACTING ON BEHALF OF LENDER HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. BORROWER FURTHER ACKNOWLEDGES THAT BORROWER HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THE LOAN

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DOCUMENTS AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL  
SELECTED OF BORROWER'S OWN FREE WILL, AND THAT BORROWER HAS HAD THE  
OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

*[signatures on following pages]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date set forth above.

**LESSOR:**

PCSD TACOMA FACILITIES I LLC,  
a Washington limited liability company

By: Washington Charter School Development, Inc.,  
a Delaware Charitable Non-Stock Corporation  
Its Sole Member and Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } ss.

On \_\_\_\_\_ before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

*[signatures continue on following page]*

**LENDER:**

\_\_\_\_\_

a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WASHINGTON

} ss.

COUNTY OF \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of CRAFT3, a nonprofit community development financial institution, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_ day of February, 2015.

Printed Name \_\_\_\_\_

NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**LESSEE:**

SUMMIT PUBLIC SCHOOLS WASHINGTON

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } ss.

On \_\_\_\_\_ before me,  
\_\_\_\_\_

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

EXHIBIT E

Form of Memorandum of Lease

RECORDING REQUESTED BY AND WHEN  
RECORDED RETURN TO:

PCSD Tacoma Facilities I LLC  
c/o Washington Charter School Development, Inc.  
811 West 7th Street, Suite 310  
Los Angeles, CA 90017  
Attention: Patrick Ontiveros, Esq.

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MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE (this "**Memorandum**") is dated as of February 11, 2015, by and between PCSD TACOMA FACILITIES I LLC, a Washington limited liability company ("**Lessor**") and SUMMIT PUBLIC SCHOOLS WASHINGTON, a Washington nonprofit public benefit corporation ("**Lessee**").

1. **Lease.** Pursuant to that certain Lease Agreement ("**Lease**") dated as of February 11, 2015 and for good and valuable consideration received, Lessor has leased to Lessee, and Lessee has leased from Lessor, that certain real property commonly known as 409-15 Puyallup Avenue and 2300 East E Street, located in the County of Pierce, State of Washington, as more particularly described on the attached **Exhibit A** which by this reference is incorporated herein ("**Premises**").

2. **Term.** Unless sooner terminated by Lessor pursuant to a right of early termination that it holds, the term of the Lease shall end on June 30, 2045.

3. **Purchase Options and Renewal Term.** Pursuant to the terms of the Lease, Lessee has: (a) an option to purchase the Property that may be exercised at any time commencing on the first day of the 49th month of the Term and ending at 5:00 p.m. on the 84th month of the Term, (b) at the end of the initial term, an option to renew for an additional thirty (30) year term, and (c) at the end of the initial term, an option to purchase the Property, all subject to all terms and conditions of the Lease and the SNDA (as defined in the Lease).

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4. Incorporation by Reference. All of the terms, provisions and covenants of the Lease and SNDA (as defined in the Lease) are incorporated in this Memorandum by reference as though written out at length herein, and the Lease and this Memorandum shall be deemed to constitute a single instrument or document.

5. Purpose of Memorandum. This Memorandum is prepared for recordation purposes only, and it in no way modifies the terms, conditions, provisions and covenants of the Lease. In the event of any inconsistency between the terms, conditions, provisions and covenants of this Memorandum and the Lease, the terms, conditions and covenants of the Lease shall prevail.

The parties hereto have executed this Memorandum on the dates specified immediately below their respective signatures.

**By LESSOR:**

PCSD TACOMA FACILITIES I LLC

By: Washington Charter School  
Development, Inc., a Delaware  
Charitable Non-Stock Corporation and  
Its Sole Member and Manager

**By LESSEE:**

SUMMIT PUBLIC SCHOOLS WASHINGTON,  
a Washington nonprofit public benefit  
corporation

By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____
Date: _____	Date: _____



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } ss.

On \_\_\_\_\_ before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_, who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } ss.

On \_\_\_\_\_ before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## Attachment 8: Statement of Assurances

### STATEMENT OF ASSURANCES

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

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

1. The School shall have a fully independent governing board that will exercise autonomy in all matters, to the extent authorized by chapter 28A.710 RCW, in such areas as budget, personnel and educational programs;
2. The School is either a public benefit nonprofit corporation as defined in RCW 24.03.490, or a nonprofit corporation as defined in RCW 24.03.005 that has applied for tax exempt status under section 501(c)(3) of the internal revenue code of 1986 (26 U.S.C. Sec. 501(c)(3)), shall not be a sectarian or religious organization, shall meet all of the requirements for a public benefit nonprofit corporation before receiving any funding under RCW 28A.710.220, shall be governed by an independent governing board, and shall be operated according to the terms of a charter contract executed with the Washington State Charter School Commission;
3. The School shall function as a local education agency under applicable federal laws and regulations, shall be responsible for meeting, and shall meet the requirements of local education agencies and public schools under those federal laws and regulations, including but not limited to:
  - a. Compliance with the individuals with disabilities education improvement act (IDEA, 20 U.S.C. Sec. 1401 et seq.);
  - b. Compliance with the federal educational rights and privacy act (FERPA, 20 U.S.C. Sec. 1232g);
  - c. Compliance with the elementary and secondary education act (ESEA, 20 U.S.C. Sec. 6301 et seq.);
  - d. Compliance with requirements that ensure a student's records, and, if applicable, a student's individualized education program, will follow the student, in accordance with applicable federal and state law;
  - e. Compliance with the Every Child Succeeds Act and the No Child Left Behind Act, to the extent that NCLS provisions remain active, including but not limited to, provisions on school prayer, the Boy Scouts of America Equal Access Act, the Armed Forces Recruiter Access to Students and Student Recruiting Information, the Unsafe School Choice Option and assessments;
  - f. Compliance with Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681);
  - g. Compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); and

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

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

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

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

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

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

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

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

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

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

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

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

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

15. The School shall operate according to the terms of its charter contract and the provisions of Chapter 28A.710 RCW;
16. The School shall comply with local, state, and federal health, safety, parents' rights, civil rights, and nondiscrimination laws applicable to school districts and to the same extent as school districts, including but not limited to chapter 28A.642 RCW (discrimination prohibition), chapter 28A.640 RCW (sexual equality), RCW 28A.605.030 (student education records, RCW 28A.320.125 (safe school plans), and chapter 28A.210 RCW (health and screening requirements);
17. The School shall provide basic education, as provided in RCW 28A.150.210, including instruction in the essential academic learning requirements and shall participate in the statewide student assessment system as developed under RCW 28A.655.070 and in accordance with the requirements of chapter 28A.710 RCW;
18. The School shall employ certificated instructional staff as required in RCW 28A.410.025, provided that the Schools may hire noncertificated instructional staff of unusual competence and in exceptional cases as specified in RCW 28A.150.203 (7);
19. The School shall comply with the employee record check requirements in RCW 28A.400.303;
20. The School shall adhere to generally accepted accounting principles and be subject to financial examinations and audits as determined by the state auditor, including annual audits for legal and fiscal compliance;
21. The School shall comply with the annual performance report under RCW 28A.655.110;
22. The School shall be subject to the performance improvement goals adopted by the state board of education under RCW 28A.305.130;
23. The School shall comply with the open public meetings act in chapter 42.30 RCW and public records requirements in chapter 42.56 RCW;
24. The School shall be subject to and comply with all legislation governing the operation and management of charter schools;
25. The School shall comply with all state statutes and rules made applicable to the charter school in the school's charter contract;
26. The School shall not engage in any sectarian practices in its education program, admissions or employment policies, or operations;
27. The School shall be subject to the supervision of the superintendent of public instruction and the state board of education, including accountability measures, to the same extent as other public schools, except as otherwise expressly provided by law;

28. The School shall not limit admission on any basis other than age group, grade level, or capacity and must enroll all students who apply within these bases and shall be open to any student regardless of his or her location of residence;
29. The School shall not charge tuition, but may charge fees for participation in optional extracurricular events and activities in the same manner and to the same extent as do other public schools;
30. If 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;

Updated: May 25, 2016

- 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.

Summit Olympics  
NAME OF SCHOOL

[Signature]  
SIGNATURE OF DULY AUTHORIZED REPRESENTATIVE

5/31/2016  
DATE

Michael Orbin  
NAME OF DULY AUTHORIZED REPRESENTATIVE

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

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

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

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

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

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



## Attachment 10: Enrollment Policy

### **SUMMIT OLYMPUS: STUDENT ADMISSIONS POLICIES AND PROCEDURES**

The Board of Directors, with the advice of the leadership of the Summit Olympus, shall determine all policies, processes, and procedures governing application, admission, and enrollment at Summit Olympus. All students attending Summit Olympus must follow the application, admission, and enrollment policies of Summit Olympus.

The application packet for admission to Summit Olympus shall include information that allows students and parents to be informed about Summit Olympus' 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 Summit Olympus. The application packet shall include:

- A brief description of what a charter school is and how it differs from traditional public schools.
- A brief description of Summit Public Schools Washington.
- Summit Olympus' Mission Statement and a summary of Summit Olympus' educational philosophy.
- A description of Summit Olympus' educational program including a school calendar, daily schedule, core curriculum, enrichment and extracurricular programs, attendance expectations, grading policy, testing and evaluation procedures, promotion and retention policy, and graduation standards (exit outcomes).
- A description of Summit Olympus' governance structure and how Summit Olympus encourages parental involvement.
- A listing of the rights and responsibilities of Summit Olympus parents and teachers.
- Descriptions of admission criteria, lottery preferences, conditions of enrollment, and consequences of misrepresenting admission and enrollment information (as described in the following sections).

The Board shall have the sole authority, in consultation with the charter authorizer, to determine the size and grade-level breakdown of the student body at Summit Olympus. The determination of school capacity shall be based on, among other things, consideration of Summit Olympus' 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 the facility.

### ***Admission Criteria***

Summit Olympus shall be open to all students at the appropriate age groups and grade levels who wish to attend. Summit Olympus 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 Summit Olympus, admission to Summit Olympus, 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 Summit Olympus must follow Summit Olympus' admission procedures with respect to completing applications, and enrollment forms and documents by the announced deadlines. The open application deadline, which will normally be in the winter for admission the following September, shall be coordinated with local public schools to give students and their parents opportunity to consider the full range of educational opportunities available to them. Late applications for admission shall result in loss of opportunity for admission and enrollment preferences as listed below, but will be reserved in the case that the waiting list is completely exhausted.

Late return of enrollment packets following notification of admission shall result in loss of place on the admission priority list discussed below. Such students may be placed at the end of the waiting list.

There shall be no admission testing or other evaluation required of any applicant. Summit Olympus 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 the number of students who wish to attend Summit Olympus exceeds Summit Olympus' capacity, enrollment, except for existing students, shall be determined by a lottery for each grade level conducted in advance of each academic semester. Preference in the lottery shall be provided only to siblings of currently enrolled students or graduates of Summit Olympus.

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, 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. Summit Olympus shall maintain a list of students interested in transferring to Summit Olympus. After the admission priority list has been exhausted, Summit Olympus 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 enrollment applications and on Summit Olympus' website. Public notice for the date and time of the lottery will also be posted once the application deadline has passed. Summit Olympus 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.

### ***Enrollment Steps***

Summit Olympus encourages families to complete the following prior to enrolling in the school:

- Attend an orientation session to receive the Student and Parent Handbook (or receive the Handbook and other required documents (in accordance with McKinney-Vento).
- Provide records that satisfy the state requirements for immunization.

Research shows the importance of parental involvement in students' achievement; as such, Summit Olympus strongly encourages and supports parents' involvement in their children's education. Parents will be strongly encouraged to volunteer a minimum of 30 hours per family per year to support Summit Olympus as outlined in the Student and Parent Handbook. In no circumstance will a parent's inability to meet the volunteer expectation result in an educational detriment to the student.

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.

**Attachment 11: Request for Proposals**

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

Issue Date: September 22, 2013

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

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## Introduction

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

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

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

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

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

### Eligibility

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

## Administrative Requirements

### Reservation of Rights

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

### RFP Coordinator (Proper Communication)

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

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

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

### Applicant Questions

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

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

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

### **Applicant Comments Invited**

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

### **Applicant Questions or Complaints Regarding Requirements and Specifications**

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

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

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

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

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

### **Delivery of Responses**

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

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

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



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

Responses may not be transmitted using facsimile transmission.

### Response Contents

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

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

### Proposal Format and Organization

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

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

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

### Cost of Response Preparation

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

### Response Property of Commission

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

### Proprietary or Confidential Information

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

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

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

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

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

### **Errors in Response**

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

### **Amendments and Revisions**

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

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

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

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

### **No Obligation to Contract**

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

### **Withdrawal of Response**

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

### Optional Applicant Debriefing

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

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

### Protest Procedures

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Notification of Approval of Application**

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

#### **Electronic Availability**

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

#### **Revisions to the RFP**

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

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

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

#### **Minority & Women-Owned Business Participation**

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

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

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

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

## Guidelines for Submission

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

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

### Online Submission Instructions

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

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

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

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

## Specifications

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

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

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



## Timeline

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

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

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

## Cover Sheet & Enrollment Projection

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

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

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

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

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

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

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

Full Name	Current Job Title and Employer	Position with Proposed School

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

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

State	Authorizer	Proposed School Name	Application Due Date	Decision Date

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

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

Proposed School Name	City	State	Opening Date

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

Yes       No

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

Authorizer	# of Schools	City	State	Opening Years

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

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

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

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

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

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

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

*Provide the following information, if known*

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

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

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

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

**School Enrollment Projections**

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

## Executive Summary (2 pages)

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

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

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

The mission and vision statements, taken together, should:

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

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

Full Name	Current Job Title and Employer	Position with Proposed School

**Enrollment Summary**

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

**6.**

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

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

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

### Program Overview

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

### Curriculum and Instructional Design

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

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

### Student Performance Standards

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

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

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

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

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

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

### **School Calendar and Schedule**

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

### **School Culture**

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



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

### **Supplemental Programming**

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

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

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

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

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

### Student Recruitment and Enrollment

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

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

### **Student Discipline**

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

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

### **Conversion Schools**

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

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

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

### **Family and Community Involvement**

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

### **Educational Program Capacity**

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

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

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

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

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

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

–OR–

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

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

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

### Governance

#### Legal Status and Governing Documents

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

#### Organization Charts

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

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

#### Governing Board

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

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

### **Advisory Bodies**

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

### **Grievance Process**

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

### **District Partnerships**

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

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

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

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

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

## Staffing

### Staff Structure

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

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

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



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

### **Professional Development**

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

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

### **Performance Management**

The Commission will evaluate the performance of every charter school and transformation partner annually and for renewal purposes according to a set of academic, financial, and organizational performance standards that will be incorporated into the charter agreement. The academic performance standards will consider status, growth, and comparative performance based on federal, state, and school-specific measures. The financial performance standards will be based on standard accounting and industry standards for sound financial operation. The organizational performance standards will be based primarily on compliance with legal obligations, including fulfillment of the governing board's fiduciary obligations related to sound governance.

Applicants may propose to supplement the Commission's performance standards with school-specific academic or organizational goals.

1. Describe any mission-specific educational goals and targets that the school will have. State goals clearly in terms of the measures or assessments you plan to use.
2. Describe any mission-specific organizational goals and targets that the school will have. State goals clearly in terms of the measures or assessments you plan to use.

3. In addition to all mandatory assessments, identify the primary interim assessments the school will use to assess student learning needs and progress throughout the year. Explain how these interim assessments align with the school's curriculum, performance goals, and state standards.
4. Explain how the school will measure and evaluate academic progress – of individual students, student cohorts, and the school as a whole – throughout the school year, at the end of each academic year, and for the term of the charter contract. Explain how the school will collect and analyze student academic achievement data, use the data to refine and improve instruction, and report the data to the school community. Identify the person(s), position(s), and/or entities that will be responsible and involved in the collection and analysis of assessment data.
5. Who will be responsible for managing the data, interpreting it for classroom teachers, and leading or coordinating professional development to improve student achievement?
6. Explain the training and support that school leadership and teachers will receive in analyzing, interpreting, and using performance data to improve student learning.

## Facilities

Describe the process for identifying and securing a facility, including any brokers or consultants you are employing to navigate the real estate market, plans for renovations, timelines, financing, etc. If you currently hold a facility or have an MOU or other proof of intent to secure a specific facility, provide proof of the commitment as **Attachment 20**. Briefly describe the facility including location, size, and amenities. You may also provide, in **Attachment 20** up to 10 pages of supporting documents providing details about the facility. Charter school facilities must comply with applicable state and local health and safety requirements. In addition, charter school applicants must be prepared to follow applicable city planning review procedures.

## Start-Up and Ongoing Operations

1. Provide, as **Attachment 21**, a detailed start-up plan for the school, specifying tasks, timelines, and responsible individuals. This plan should align with the Start-Up (Year 0) Budget in the Financial Plan Workbook (explained in Section 3).
2. Describe the transportation arrangements for prospective students. In addition to daily transportation needs, describe how the school plans to meet transportation needs for field trips and athletic events.
3. Provide the school plan for safety and security for students, the facility, and property. Explain the types of security personnel, technology, equipment, and policies that the school will employ.
4. Provide the school plan for food service and other significant operational or ancillary services.
5. Provide, as **Attachment 22**, a list of the types of insurance coverage the school will secure, including a description of the levels of coverage. Types of insurance should include workers' compensation, liability, property, indemnity, directors and officers, automobile, and other.

## Operations Capacity

1. Describe the applicant team's individual and collective qualifications for implementing the Operations Plan successfully, including capacity in areas such as the following:
  - a. Staffing;
  - b. Professional development;
  - c. Performance management;
  - d. General operations; and
  - e. Facilities management.
2. Describe the organization's capacity and experience in facilities acquisition and management, including managing build-out and/or renovations, as applicable.

## Section 3. Financial Plan and Capacity (15 pages)

### Financial Plan

1. Describe the systems, policies, and processes the school will use for financial planning, accounting, purchasing, and payroll, including a description of how it will establish and maintain strong internal controls and ensure compliance with all financial reporting requirements.
2. Describe the roles and responsibilities of the school's administration and governing board for school finances and distinguish between each.
3. Describe the school's plans and procedures for conducting an annual audit of the financial and administrative operations of the school.
4. Describe how the school will ensure financial transparency to the Commission and the public, including its plans for public adoption of its budget and public dissemination of its annual audit and an annual financial report.
5. Describe any services to be contracted, such as business services, payroll, and auditing services, including the anticipated costs and criteria for selecting such services.
6. Describe the school's plans for liability insurance to indemnify the school, its board, staff, and teachers against tort claims.
7. Submit a completed Financial Plan Workbook as **Attachment 23**. Be sure to complete all sheets in the Workbook. In developing your budget, please use the per-pupil revenue guidance provided by the Commission.
8. Budget Narrative: As **Attachment 24**, present a detailed description of assumptions and revenue estimates, including but not limited to the basis for revenue projections, staffing levels, and costs. The narrative should specifically address the degree to which the school budget will rely on variable income (e.g. grants, donations, fundraising).
  - a. Per-Pupil Revenue. Use the figures provided by the Commission to develop your budget assumptions.
  - b. Anticipated Funding Sources. Indicate the amount and sources of funds, property or other resources expected to be available through banks, lending institutions, corporations, foundations, grants, etc. Include evidence of commitment for any funds on which the school's core operation depends in **Attachment 24**.
  - c. Discuss the school's contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated.
  - d. Explain the year one cash flow contingency, in the event that revenue projections are not met in advance of opening.

### Financial Management Capacity

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

## Section 4. Existing Operators (8 pages)

For applicants who already operate one or more schools, including charter management organizations (CMOs), and educational management organizations (EMOs), please respond to the following questions:

1. Provide a detailed description of the organization's growth plans and capacity to successfully support and execute that plan including business plans to support anticipated growth.
2. Using the *Portfolio Summary Template*, complete all requested information for each of the organization's schools and provide as **Attachment 25**.
3. Please disclose schools that have been closed or non-renewed or charters that have been revoked.

**Attachment 12: Charter Public School Application**

## 2013 WSCSC CHARTER SCHOOL APPLICATION

### Cover Sheet & Enrollment Projection

Name of non-profit applicant entity: Summit Public Schools Washington

Primary contact person: Sarah Satinover

Mailing address:

Street/PO Box: 455 Fifth Avenue

City: Redwood City State CA Zip 94063

Phone Number: day (203) 434-8820 evening (203) 434-8820

Fax Number: (650) 366-1892 Email: ssatinover@summitps.org

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

Full Name	Current Job Title and Employer	Position with Proposed School
Jen Davis Wickens	Consultant, Washington Charter Schools Association	Chief Regional Officer, Summit Public Schools Washington (SPS-WA)
Jimmy Zuniga	Graduate Student, Stanford Teacher Education Program	SPS-WA Board Member
Diane Tavenner	Founder and CEO, Summit Public Schools	Founder and CEO, Summit Public Schools
Diego Arambula	Chief Growth Officer, Summit Public Schools	Chief Growth Officer, Summit Public Schools
Isabelle Parker	Chief Financial Officer, Summit Public Schools	Chief Financial Officer, Summit Public Schools
Jon Deane	Chief Information Officer, Summit Public Schools	Chief Information Officer, Summit Public Schools
Mira Browne	Chief External Officer, Summit Public Schools	Chief External Officer, Summit Public Schools
Adam Carter	Chief Academic Officer, Summit Public Schools	Chief Academic Officer, Summit Public Schools
Drew Grimshaw	Director of People, Summit Public Schools	Director of People, Summit Public Schools
Sarah Satinover	Director of Growth, Summit Public Schools	Director of Growth, Summit Public Schools

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

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

State	Authorizer	Proposed School Name	Application Due Date	Decision Date

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

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

Proposed School Name	City	State	Opening Date
Summit Public School: K2	Richmond/El Cerrito	CA	8/2014

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

Yes  No

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

Authorizer	# of Schools	City	State	Opening Years

Proposed School Name	Opening Year	Geographic Community	Grades year 1	Grades at capacity
Summit Public School: Olympus	2015	Tacoma	9	9-12

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

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

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

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

If yes, identify the CMO/Partner: Summit Public Schools  
\_\_\_\_\_

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

*Provide the following information, if known*

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

TBD; Jen Davis Wickens will serve as Chief Regional Officer, her info below

Current employment: Washington Charter Schools Association

Phone Number: Day (206) 747-0599 Evening (206) 747-0599

Email: jen@wacharters.org

**School Enrollment Projections**

Academic Year	Planned # of Students	Maximum # of Students	Grade Levels Served
Year 1 (2015)	120	122	9
Year 2	230	234	9-10
Year 3	340	346	9-11
Year 4	443	451	9-12
Year 5	448	456	9-12
At Capacity (2019)	448	456	9-12



# Proposal Narrative Template

## Specifications

- Observe all page limits. Attachments are not included in the page limits, and should not be included in this document, but rather uploaded individually as directed in the online application submission portal.
- Add the full name of your school to the footer of this document so that it appears on all pages.
- This document must be typed with 1-inch page margins and 12-point font, single-spaced. Use the boxes provided to type your responses.
- Each major section (Executive Summary, Educational Program Design and Capacity, etc.) **must** begin on a separate page.
- If a particular question does not apply to your team or proposal, respond “Not Applicable,” **and briefly explain why the question is not applicable to your team or proposal.**
- **Do not delete or modify questions, tables, or sections (including changing font sizes) unless specifically instructed in this document.**
- When you have completed your response and verified that all formatting requirements are met, save your document as a PDF file. **Name your file according to this convention: OPERATORNAME.Narrative.pdf.** Upload your PDF file to the online application submission portal.

Please keep in mind that your application is a professional document. The quality of the document that you submit should reflect the quality of the school that you propose to open. Evaluation Teams will be able to navigate well-organized, effectively-edited documents easily, thereby focusing their energy on reviewing the content of the application. Grammar, spelling, and formatting all make an impression on an evaluator.

# Executive Summary

(2 pages)

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

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

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

The mission and vision statements, taken together, should:

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

**2. Educational Need and Target and Anticipated Student Populations.** Describe the anticipated student population, students’ anticipated educational needs, and non-academic challenges the school is likely to encounter. Describe the rationale for selecting the location and student body. Identify any enrollment priorities on which the program is based consistent with applicable restrictions on enrollment eligibility and selection.

**3. Education Plan/School Design.** Provide an overview of the education program of the proposed school, including major instructional methods and assessment strategies and non-negotiables of the school model. Describe the evidence that demonstrates the school model will be successful in improving academic achievement for the targeted student population. Summarize what the proposed school would do more effectively than the schools that are now serving the targeted population and how the school would achieve its goals.

**4. Community Engagement.** Describe the relationships that you have established to generate community engagement in and support for the proposed school and how you have assessed demand and/or solicited support for the school. Briefly describe these activities and summarize their results.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

**Mission and Vision:**

The mission of Summit Public School: Olympus (“Summit Olympus” or “Olympus”), like all Summit schools, is to prepare a heterogeneous student population for success in a four-year college, and to be thoughtful, contributing members of society. To achieve this mission, Summit Olympus leaders have formulated a vision that will guide all actions and decisions. The vision of Summit Olympus is to provide a personalized learning experience that affords each and every student of South Tacoma the opportunity to achieve their academic goals regardless of their previous preparation and background. To this end, Olympus seeks to develop educators that are trained and skilled in best practices that enhance achievement for all students, especially those who have been underserved by traditional public schools to

date. Summit Olympus' measures of success will align directly with its mission. Students will be constantly assessed to ensure they are on track to be fully prepared for success in college upon graduation.

### Educational Need and Anticipated Student Population:

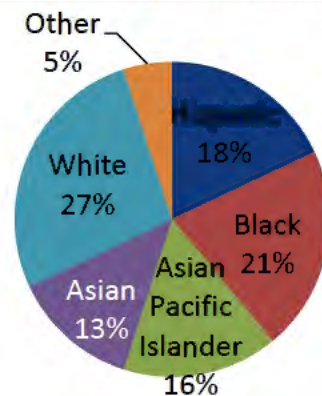
Summit Olympus is committed to serving a **heterogeneous group of students from South Tacoma** who have been traditionally underserved. (When we say "South Tacoma" throughout this document, we are referring to the South End, East, and Hilltop neighborhoods where the most "at-risk" students live.) We are committed to building a diverse school that mirrors the world our students will enter when they leave Olympus, based on research by Linda Darling-Hammond and others about the value of heterogeneous schools. Olympus will enroll students who otherwise would have gone to the three high schools in the South Tacoma area: Foss, Lincoln and Mt. Tahoma.

Olympus is committed to building upon the work being done by Tacoma Public Schools, where recent successes include that "TPS on-time graduation rates significantly increased" (*Academic Excellence – Graduation*, Tacoma Public Schools Strategic Plan Benchmarks, Josh Garcia, Deputy Superintendent). Nonetheless, the district admits that significant demographic achievement gaps remain – the "biggest 'gap' is between Low-Income and Non Low-Income" and the "White/Asian and Black/Hispanic/Pac Is/Nat Am gap is prominent for Reading and Math" (p. 30, *Academic Excellence*, Benchmark Progress Report). This demographic achievement gap can be seen particularly in the three schools near where Olympus plans to locate.

In these three schools, a vast majority of the students are at-risk as their schools are chronically underpreparing them for success in a 4-year college, which is what today's world requires of high school graduates. Of the 67% of these students who are graduating high school, fewer than half are enrolling in any college at all, leaving fewer than a quarter who are enrolling in a four-year college. (Source: <http://erdcdata.wa.gov/>, P20 Reports on Washington Public High School Graduates.) These are the students Olympus plans to serve, helping the district achieve its goal that all students are "prepared for life after high school" (*Measuring the Whole Child: Accountability in Tacoma Public Schools*).

The high school students of South Tacoma are incredibly diverse, in terms of race, ethnicity, socioeconomic status, level of preparation, and more. 70% of students are eligible for free or reduced-price lunch, 13% are classified Special Education, and 10% are English Language Learners. The racial breakdown is as follows:

**South Tacoma High School Students**



Summit Olympus is committed to serving this heterogeneous group of students and will thus closely mirror the demographics of this South Tacoma community. We will work towards a student body with these demographics as we ramp up enrollment.

### Summit Public Schools:

More than a decade ago, a group of parents in California's San Francisco Bay Area came together to reimagine the public high school experience. At that time, less than half of all high school students in the area were graduating with the basic requirements to attend a four-year college, and more than one in five dropped out of high school altogether. And yet, Summit Public Schools' ("Summit") founding parents imagined a school **that could prepare every single student for college and career success.**

To achieve that goal, the founding parents enlisted the support and expertise of local educators and leaders in education. These Summit educators learned about their local community and sought out the best research and institutions in education, to develop an **academic program** that met the **unique needs** of the intended student population.

What began as one highly successful high school has grown into an extremely successful charter management organization serving the Bay Area's diverse communities. Summit currently operates six schools enrolling approximately 1,600 students. Summit's goal is to ensure that every student has the opportunity to not only attend, but succeed in, a four-year college or university. To date, **100%** of Summit graduates have been eligible to apply to a four-year college, with **96%** of them being accepted to at least one. All Summit students, and all student subgroups, outperform their district counterparts on state measures, including California's Academic Performance Index, which is determined using a compilation of measures, including the California Standards Tests and California High School Exit Exam. Summit graduates are on track to complete college within six years at **double the national average.** Finally, Summit schools have also enjoyed numerous accolades, including one being named a Newsweek Top 10 Miracle School.

Summit has shown that its success is transferrable across communities that are not only diverse within themselves, but also diverse from one another. As Summit has grown, it has taken its highly effective educational program as a foundation, learned about new communities, tailored its model to fit those unique needs, and then experienced significant success in those new communities. Thus, **Summit's model has shown fidelity across multiple and distinct communities** (see *Section 4* for the differences between the Redwood City and San Jose communities and Summit's success in each.) Summit Public Schools is excited to apply this similar focus on **matching a proven academic model with the unique needs of students in South Tacoma.**

At the same time, we realize that the communities of the South End, East and Hilltop are quite different from one another, and we plan to ultimately focus our community outreach efforts on one community. However, Summit knows from its experience opening six charters and securing six facilities that our ability to find a suitable facility is increased the larger the area we explore. We are extremely confident we will find a facility near one or more of these three communities and then tailor our proven model to the communities closest to our site.

To meet the needs of such a heterogeneous student population, Olympus has tailored Summit's framework for instruction and assessment that allows for a high level of personalization and provides a diversity of elements that represent varying real world experiences. Ten years of experience with several diverse

populations has led to the program design that will be described, providing each and every student at Summit Olympus with an education best suited to meet their individual needs and to prepare them for success in college, whatever their academic and personal background might be.

### **Educational Plan and School Design:**

Summit Olympus' education program will be modeled after the successful program developed over the last 10 years by Summit Public Schools. Summit Public Schools and Summit Olympus fundamentally believe that every single one of the students of South Tacoma can be successful in a four-year college. To achieve this goal with such a diverse student population, Summit educators and partners from top research institutions across the country have developed a framework for understanding and preparing for college readiness.

1. **Cognitive Skills:** Deeper learning, critical thinking, communication, problem solving skills, and more needed to succeed in and engage with today's world.
2. **Habits of Success:** Social, personal, and interpersonal skills needed to succeed in college and the working world.
3. **Content Knowledge:** Information that must be learned in a variety of disciplines.
4. **Real World Experiences:** Structured opportunities for students to engage with the world to discover their passions and apply their learnings in an authentic environment.

Summit Olympus' yearly calendar, daily calendar, and academic curriculum are designed to develop these four areas in all students. Extensive rubrics (included in *Attachment 2*) accompany each element to help teachers constantly track and measure students' performance across a range of standards. Through almost 40 days of professional development each year, Olympus provides training in a wide variety of instructional strategies, allowing teachers to pull from an enormous toolkit of such strategies to best meet the needs of individual students. Teachers identify and use unique instructional methods and assessment strategies that best suit the teaching and learning in which students are engaged throughout the day. Some of the strategies used most by Olympus teachers are projects, group work, and personalized learning time utilizing a combination of online and in class resources, peer-to-peer coaching and 1:1 tutoring. By constantly collecting and analyzing data through a robust assessment system, teachers will have access to information about how each student is progressing through each class. This allows teachers to create lessons that are accessible and challenging to every single student, and responsive to each student's individual learning needs.

The leadership team listed below is highly experienced in successfully opening and operating Summit schools with this educational model, having opened six schools in four different and diverse communities in California. All of these schools serve a significant portion of at-risk students. The four schools that have standardized test results are consistently outperforming their district counterparts on those tests and college readiness. This leadership team is providing the foundation upon which Olympus' program is modeled as well as extensive operational and financial support to ensure Olympus' successful launch.

### **Community Engagement:**

Summit Olympus' model was developed around the fundamental premise that students, families, and the community are integral to a school's success. Summit has begun what will be almost two years of deep community engagement before Olympus even opens its doors. Summit Public Schools has hired a local

educator and leader, Ms. Jen Davis Wickens, to oversee the successful opening of Olympus, and she and the school's Executive Director ("ED", Summit Olympus' equivalent of a Principal) will spend the years before the school opens getting to know the community and its unique needs. Summit has also partnered closely with the Washington Charter Schools Association to build local community connections. We have met with dozens of community-based organizations, political leaders, community leaders and parents in South Tacoma, including conducting a large community meeting and a more intimate community dinner. These meetings have generated significant interest in visiting Summit's schools in California. Summit Olympus is also creating an Ambassador program, which will bring a diverse group of South Tacoma leaders and community members, including parents and students, to Summit's schools in California to learn first-hand about Summit's approach, share what they saw with their community, and then be Olympus' ongoing partners in translating Summit's success in California to South Tacoma. Two community leaders and one political leader have already committed to being Ambassadors and visiting Summit's schools in California in December 2013.

- 5. Leadership and Governance.** List the members of the school's proposed leadership team and governing board, including their roles with the school and their current professional affiliation (add lines to this table as needed). A complete application requires the Applicant to submit a signed Certification and Authorization Form for A Criminal History Background Check (Criminal History Authorization Form) for each of the school's proposed leadership team and governing board. The Criminal History Authorization Form, which is incorporated by reference, is located at the Commission's website and on the Review Room portal. Provide, as **Attachment 1**, the required criminal background check authorization for each of the individuals listed below.

Full Name	Current Job Title and Employer	Position with Proposed School
Jen Davis Wickens	Consultant, Washington Charter Schools Association	Chief Regional Officer, Summit Public Schools Washington (SPS-WA)
Jimmy Zuniga	Graduate Student, Stanford Teacher Education Program	SPS-WA Board Member
Diane Tavenner	Founder and CEO, Summit Public Schools	Founder and CEO, Summit Public Schools
Diego Arambula	Chief Growth Officer, Summit Public Schools	Chief Growth Officer, Summit Public Schools
Isabelle Parker	Chief Financial Officer, Summit Public Schools	Chief Financial Officer, Summit Public Schools
Jon Deane	Chief Information Officer, Summit Public Schools	Chief Information Officer, Summit Public Schools
Mira Browne	Chief External Officer, Summit Public Schools	Chief External Officer, Summit Public Schools
Adam Carter	Chief Academic Officer, Summit Public Schools	Chief Academic Officer, Summit Public Schools
Drew Grimshaw	Director of People, Summit Public Schools	Director of People, Summit Public Schools

**6. Enrollment Summary**

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

enrollment per grade per year.

Grade Level	Number of Students					
	Year 1 2015	Year 2	Year 3	Year 4	Year 5	At Capacity 2018
9	118-122	118-122	118-122	118-122	118-122	118-122
10	0	108-112	113-117	113-117	113-117	113-117
11	0	0	103-107	106-110	106-110	106-110
12	0	0	0	98-102	103-107	103-107

**Total: 448**

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

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

Summit Olympus plans to educate approximately 450 students at capacity. Because Summit Olympus' education program relies so heavily on personalization, it is imperative that all students are known and have deep, meaningful relationships with many adults on campus. This is best achieved in a "small school" environment. Olympus' rationale is based heavily on Linda Darling Hammond's identification of the importance of small and personalized schools to allow for every child to be known and for long-lasting relationships to develop between students and adults. Of course, Summit Olympus is always committed to operating the school on the state per student allocation, and those factors also contributed to the school's enrollment model.

Summit educators believe that instilling a strong student culture, based on high expectations and high support, is essential to the success of the school, and thereby its students. Experience has shown that one essential element to successfully implementing a school culture is for all students to understand it and be a part of teaching it to new students. This is especially important in an environment like Olympus' where the student population will be culturally, ethnically, and socioeconomically diverse, and entering students will have widely differing levels of preparation.

To that end, Summit Olympus plans to open in the Fall of 2015 with one class of approximately 120 ninth graders, focusing its efforts on building a strong student culture. With only 120 new students entering each subsequent year, new students will have equally as many – and eventually more – students and teachers around them modeling the culture.

*Footnote: We acknowledge that the Executive Summary has exceeded the page limit. While being as concise as possible, we needed extra space to truly answer each question and give the reader an overview of Summit Olympus.*

**WHEN YOU HAVE COMPLETED YOUR ANSWER, LEAVE THE REMAINDER OF THIS PAGE BLANK.**

# Section 1. Educational Program Design and Capacity

(25 pages)

## Program Overview

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

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

### Overview:

Summit Olympus' mission is to prepare a heterogeneous student population for success in college and to be thoughtful, contributing members of society. To meet the needs of the highly diverse communities of South Tacoma, Summit Olympus aims to provide a personalized learning experience that affords every student the opportunity to achieve their academic goals regardless of their previous preparation and background.

College readiness is not synonymous with college acceptance. At its heart, the Summit Olympus academic model both offers the appropriate content, skills, and experiences to ensure that every student has the opportunity to be accepted to a four-year college or university, while also equipping every student with the more advanced skills required to persist in college.

Certainly, Olympus' model will provide access to rigorous, college ready courses. Additionally, Olympus will offer intensive support to shepherd all students through the application and financial aid process.

However, the admissions process alone **does not identify all of the skills a student needs to succeed once he or she is in college**. Therefore, Summit Olympus' definition of 'prepare' is more comprehensive and rigorous, describing a secondary list of requirements, including:

- Earning qualifying scores in Math and English on AP tests, SAT or ACT, or passing the Mathematics Placement Test, such that student need not take any remedial courses in college.
- Arriving at college equipped with content knowledge and cognitive skills, and with "Habits of Success" (*defined below*) required of a successful student.
- Developing multiple skills by participating in a number of real-world experiences through "Expeditions" that ready a student for college.
- Practicing goal setting, persistence, appropriate help seeking, strategy shifting, reflection, and challenge seeking, skills honed through one-to-one mentoring.

### Education Program Summary:

Summit Olympus founders fundamentally believe that all of the students of South Tacoma can go to a four-year college, even though less than a third of high school graduates currently are. To achieve this goal with such a diverse student population, Olympus will use and adapt a framework for preparing students for college developed by Summit educators and partners from top research institutions across the country. These research-based **four elements of college and career readiness are needed to succeed in college and in today and tomorrow's workforce**. They are:



1. **Cognitive Skills:** Deeper learning, critical thinking, communication, problem solving skills, and more needed to succeed in and engage with today's world.
2. **Habits of Success:** Social, personal, and interpersonal skills needed to succeed in college and the working world.
3. **Content Knowledge:** Information that must be learned in a variety of disciplines.
4. **Real World Experiences:** Structured opportunities for students to engage with the world to discover their passions and apply their learnings in an authentic environment.

Summit Olympus' curriculum is designed around these four elements of college and career readiness, all of which are described in detail in the *Curriculum and Instructional Design* section below. All curricula, instruction, and assessments have been created to achieve the goal of equipping all students with the knowledge, mindsets, and skills described in these four college-ready domains.

Assessment frameworks accompany each element to help teachers measure students' performance across a range of standards. The rubrics were developed by Summit educators in partnership with top researchers and institutions, and aligned to the Common Core State Standards. A core belief at Summit is to assess what we value, and value what we assess. To that end, these detailed rubrics allow teachers, with support from the Summit Public Schools Washington Regional Office ("WA Regional Office" or "Regional Office") and Summit Public Schools California Central Office ("CA Central Office" or "Central Office"), to continually track and analyze student progress data.

The following chart demonstrates the research-based foundation of each of Summit's college-ready assessment frameworks:

Content Acquisition	Cognitive Skills	Habits of Success	Expeditions
<ol style="list-style-type: none"> <li>1. Next Generation Science Standards</li> <li>2. Common Core State Standards (CCSS) for Mathematics</li> <li>3. CCSS for Literacy</li> <li>4. Washington State Social Studies Standards</li> <li>5. Advanced Placement (AP) US History content framework</li> <li>6. AP Government content framework</li> <li>7. AP English Literature and Composition content framework</li> <li>8. AP English Language and</li> </ol>	<ol style="list-style-type: none"> <li>1. CCSS for Literacy</li> <li>2. CCSS Mathematical Practice Standards</li> <li>3. Next Generation Scientific Thinking Standards</li> <li>4. National Center for History in Schools (at UCLA) History Thinking Skills</li> <li>5. EPIC's Key Cognitive Strategies</li> </ol> <p>Note: Summit's Cognitive Skills Rubric was created with the Stanford Center for Assessment, Learning,</p>	<ol style="list-style-type: none"> <li>1. The Illinois State framework for Social Emotional Learning</li> <li>2. The Collaborative for Academic, Social, and Emotional Learning (CASEL) Social and Emotional Learning Core Competencies</li> <li>3. The work of Daniel Goleman (primarily, <u>Emotional Intelligence</u>)</li> <li>4. The work of David Yeager (UT-Austin), Carol Dweck (Stanford), and the Consortium on Chicago School Research</li> </ol>	<ol style="list-style-type: none"> <li>1. David Conley's <u>College Knowledge</u></li> </ol>

<p>Composition content framework</p> <p>9. AP Environmental Science content framework</p> <p>10. ACTFL Standards</p> <p>11. The NWEA MAP Descartes Continuum for Mathematics</p> <p>12. The AP Spanish Language and Composition content framework</p>	<p>and Equity (SCALE), which is responsible for the creation of all Smarter Balanced Assessment Consortium (SBAC) performance tasks.</p>		
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There are unique instructional methods and assessment strategies best suited for the teaching and learning of each dimension of college readiness. Because Summit Olympus will use research-based frameworks that offer common language and common assessments across all Summit schools, teachers are able to devote time to the iteration, rather than creation, of resources. They can then focus their energy on deeply knowing their students and sharing with each other the best methods for accelerating each student's learning. Summit Olympus' emphasis on data and assessment will allow teachers to intensely personalize their lessons to each student's specific needs. Since the program is highly personalized, it is immediately responsive to students' needs, backgrounds, and culture. Since Olympus will be serving students from South Tacoma, the program will be designed for a heterogeneous student population in which many students are underprepared for four-year college. The next two sections will discuss the instructional methods and curriculum in further detail.

In addition to this framework, over the last 10 years, a set of common assumptions, beliefs and values emerged at Summit schools. Over time, Summit codified them into what are now called the 10 Non-negotiables. **The Non-negotiables will serve as a guide for Olympus' decisions and actions.** When Olympus and all Summit schools think about what we do and how we do it, we always consider the Non-negotiables, weighing and balancing everything against them to ensure we are living up to their meaning in spirit and practice. They are:

1.) **High-performing teachers** – We are only as strong as our teachers. They are facilitators of learning, coaches and mentors, supporting every student's individual needs. They should be rewarded for excellence and engaged as leaders.

2.) **Everyone is capable of graduating "college ready"** – Summit schools in California and many of its high quality charter school peers across the country have proven that **ALL** children, regardless of their prior preparation or background, are capable of high levels of learning, and that they can be prepared for success in college, career and life. We absolutely believe the same is true of students in South Tacoma.

3.) **No "tracking" system** - All students will have every door open to them upon graduation from high school; that's our commitment and we teach all students on the same college-level track. All students receive a personalized education and all have equal access to all resources.

4.) **Heterogeneous student demographics & population** - The integrated school environment we provide

mirrors our complex world, and deepens both academic and social learning. We strive to mirror the demographics in the southern part of Tacoma Public Schools, with a particular emphasis on at-risk student populations, which is why we are locating in South Tacoma. We intend that there will not be any dominant majority groups for any type of student subgroup, but rather several groups of < 50%, which reflects the makeup of South Tacoma. Most importantly, we mean that students from all groups do not simply attend the same school in name, but that they authentically interact and learn together, and are held to consistently high standards.

5.) **Physically and emotionally safe** - Learning happens only when our community members first feel physically and emotionally safe. We are accountable for all aspects of providing and maintaining a safe culture and environment.

6.) **Every student is known** - Pushing students to their academic limits requires genuine, trusting relationships that thrive in transparent environments. We and our students know and respect each other.

7.) **Character education counts** - Academic education plus character equals success, and we propel student success by vigorously developing both learning and character development. One of the four elements of our college prep academic model focuses on social and emotional learning, and we believe these "Habits of Success" are essential to students' success in college and life.

8.) **Research-based, best practice institution** – We make all major educational decisions based on sound research and we devote considerable time to ensure that we consistently provide our students and families with best-in-class education practices. We are a Stanford University partner school, and work closely with many other institutions and researchers. We plan to build similar partnerships with research institutions in the Puget Sound area, including the University of Washington (UW) Bothell and UW Seattle.

9.) **Principle vs. Rules based** - We work hard to create and maintain a high trust community. Through the lens of our Valued Core Characteristics of courage, compassion, curiosity, integrity, respect, and responsibility, we commit ourselves to having 'Teachable Moment' conversations with students to support them and ourselves to consistently live up to these values.

10.) **Do more with less** - We believe that public education can be great even when public funds are limited, and so we are committed to running an incredible school at public school funding levels.

As an example, three of these non-negotiables form the backbone of Olympus' culturally responsive classroom management approach. Olympus strives to create a space that is always safe for students (#5). When student behavior makes it unsafe, teachers intervene, leveraging the strong and trusting relationships they have built with students over time (#6). They express clear expectations for student behavior that are principle-based rather than rules-based (#9), thus responding to student behavior in a way that acknowledges that student's background and culture. This approach is strongly based on research by Rick Smith in "Conscious Classroom Management."

### **History of Success:**

Olympus' educational program will be based upon the successful program of 6 other Summit Public Schools, all with the same mission. These schools are currently enrolling 1,600 students from grades 6 – 12. Ten years ago, Summit's first school, Summit Preparatory Charter High School, opened in Redwood City, California. Since then, the network has been providing an innovative, personalized education to **all** of

its students and successfully adapting its program to meet the needs of each of the three new communities it has entered. Its accomplishments include:

- 100% of Summit graduates are eligible to apply to a four-year college.
- 96% of Summit graduates are accepted to at least one four-year college.
- Summit graduates on track to complete college within six years at double the national average.
- Summit schools attract a world class teaching faculty coming from the nation's top teacher education programs, including Stanford, Harvard, Columbia, and UC Berkeley.
- Summit schools consistently rank amongst the best in the state of California, with its flagship school, Summit Preparatory Charter High School, ranked amongst the top 100 best high schools in the nation by US News and World Report, and as a Top 10 Miracle School Based on Equity and Excellence, by Newsweek.

Summit schools have accomplished these successes with a student population equally diverse as that of South Tacoma. Summit Olympus will serve a heterogeneous group of South Tacoma students – diverse in terms of race, ethnicity, socioeconomic status, English Learner status, Special Education status, and incoming level of academic preparation, because we believe education is best delivered in that environment. Summit has been successfully serving a diverse student population--and particularly “at-risk” students--in multiple, different communities the San Francisco Bay Area. Building on Summit’s success in adapting its program to local needs, the founders of Summit Olympus are confident the school will be similarly successful with the anticipated student population. (See *Executive Summary* and *Existing Operators* sections.)

## Curriculum and Instructional Design

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

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

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

## Instructional Design Framework:

As discussed above, Summit Olympus' instructional design framework centers around the four elements of college readiness, and will be modeled after the framework developed by Summit Public Schools. Each element contains skills or content that is required for success in college and to become thoughtful, contributing members of society. The elements and the skills within them have been created by Summit educators in partnership with top research institutions, and aligned to the Common Core State Standards and other state and national standards. The framework is ideally suited for a diverse student population, like the one Summit Olympus intends to serve, since it allows for great levels of personalization to address each student's particular needs, while holding all students to the same high expectations and level of accountability. Taken together, the skills and content outlined within each element describe the expected outcomes for students. **The four elements of college readiness are:**

**Cognitive Skills:** These thinking skills are *what we do with information*, and they require time, practice, and repetition to develop and to hone. Cognitive skills require different methods of assessment than do content knowledge since they are developed over time. The assessment of cognitive skills is not binary, like content knowledge, but rather placed on a continuum. Students will be developing these cognitive skills in all subjects through project based learning, and student work will be assessed via performance tasks.

Together, content knowledge and cognitive skills form the backbone of each course that will be taught at Summit Olympus. Each core course consists of a set of relevant content that students must learn and associated cognitive skills that students will practice, all of which align with applicable state standards. Content and skills are learned and assessed in different ways, so Summit educators have created a series of assessments and extensive rubrics to **constantly measure student progress**. This allows teachers to quickly identify and help students who are not on track in a course or grade level. Olympus teachers will be trained in and utilize a **variety of instructional methods**, thus ensuring they are always using the most appropriate pedagogical techniques for the content or skill being taught. Olympus teachers will be supported with almost 40 days of professional development throughout the year so that they can continually improve upon their practice.

**Habits of Success:** These are commonly referred to as the "non-cognitive skills" or "psychological factors" in learning. They include self-awareness, self-management, social awareness, relationship management, and decision making skills. A growing body of research validates the necessity of developing these habits of success in students: not only will self-aware, socially adept, and goal-oriented students be more successful college students, but they will also be capable of living more fulfilled, financially secure, and productive lives. Instilling the Habits of Success in our students underpins every adult interaction with students at Summit Olympus.

**Content Knowledge:** This is the information that students learn in school. For example: How many sides does an octagon have? What are three commonly-accepted causes of WWII? Define *imagery*. Assessing content knowledge is relatively straightforward, since students either know it or they don't. However, since students are likely to be at varying levels of understanding, teachers must differentiate lessons so that each student can have the personalized experience they need to best learn the material.

**Real World Experiences – Expeditions:** These authentic, real-world experiences are assessed on a student's investment in the experience itself. Through Expeditions, they practice cognitive skills and habits of success in rich, varied ways. Some examples of courses include Drama, Psychology, Financial Literacy, Business and Investing Basics, Mock Trial, and Nutrition & Cooking.

### Research Based Program:

The rubrics that delineate the cognitive skills and content knowledge that all Olympus students will learn and develop are deeply grounded in research and best practices. Summit educators spent 10 years *looking out* at academic research about student learning, the creation of highly-engaged learning organizations, and college and career readiness, as well as *looking in* by collecting and analyzing student data to identify which skills lead to the most success in college. Some of the partners Summit worked with are:

- **The Stanford Center for Assessment, Learning and Equity (“SCALE”):** SCALE’s mission is to improve instruction and learning through the design and development of innovative, educative, state-of-the-art performance assessments, and by building the capacity of schools to use these assessments in thoughtful ways, to promote student, teacher, and organizational learning. In partnership with SCALE, Summit developed its Cognitive Skills Rubric, along with multiple performance tasks, “look-fors” and other cognitive-skill focused tools.
- **Linda Darling Hammond** – A mentor to and teacher of many Summit teachers and administrators, Dr. Darling-Hammond’s ideas greatly influenced—and continues to influence—the academic model of Summit schools. The Right to Learn, Dr. Darling-Hammond’s seminal text, offered us a blueprint for the types of schools, and the types of teachers, that we build. Summit Olympus’ program model draws heavily from Ms. Darling Hammond’s research around teacher and school leader education and development, instruction of diverse student populations, and the value of heterogeneous environments. Dr. Darling Hammond’s research on these topics has influenced national education policy and teaching best practices in schools nationwide.
- **The Buck Institute for Education** – The Buck Institute for Education is the leading research institution around the practice of Project Based Learning, in which students go through an extended process of inquiry in response to a complex question, problem, or challenge. A vast majority of Summit Olympus’ projects have been built using the framework created by the Buck Institute.
- **EduCurious:** Seattle-based educational technology company EduCurious has been a close partner in the development of our biology curriculum. Although EduCurious has a slightly different project-based learning framework than the Buck Institute, we have found Michael Golden, Jane Chadsey and their faculty at EduCurious to be like-minded partners in the work of preparing every student for success in college and career.
- **Acknowledge Alliance:** Dr. Lisa Medoff and the staff at the Acknowledge Alliance (formerly the Cleo Eulau Center for Resilience) have been close partners in the development of Summit’s Habits of Success framework. Dr. Medoff is an educational psychologist who teaches undergraduate and graduate courses at Stanford University, works with the Acknowledge Alliance, and has her own clinical practice in Mountain View, California
- **David Yeager** - Dr. Yeager is a researcher and professor of educational psychology at the University of Texas – Austin. His work primarily centers on behavioral factors in student learning, with a focus on mindsets. A protégé of Dr. Carol Dweck at Stanford University, Dr. Yeager and his research assistants consistently work with leading university and foundations to develop effective mindset interventions. His research directly informed Summit’s self-directed learning cycle.

- **The Khan Academy** - Summit was one of the earliest school partners with the Khan Academy, and Summit continues to work closely with the organization to ensure that our mathematics curriculum is meeting the unique needs of all learners.
- **Activate Instruction** - In collaboration with Illuminate Education and the Girard Foundation, Summit developed Activate Instruction, a perpetually free, open educational resource for anyone in the world with the internet. Activate links assessment with curricular materials and is a rallying point for Summit teachers and students, who use it daily as a tool for personalizing instruction.

With these partners, Summit created Content Guides (these define content required for advancement in each course), a Cognitive Skills Rubric (defining the levels of cognitive skill necessary for advancement from each grade level), and a Habits of Success Continuum (defining the developmentally-appropriate levels of mastery for non-cognitive skills). Summit educators studied the following **standards and research** to create the Content Guides and Cognitive Skills Rubric (examples of which can be seen on the *following pages*): AAC&U College Learning for the New Global Century; ACT College Ready Standards; Advanced Placement materials; American Council on the Teaching of Foreign Languages; Assessment and Teaching of 21<sup>st</sup> Century Skills Taxonomy; College Knowledge (Conley); Common Core Literacy Standards; Common Core Mathematics Practice Standards; ConnectED's College and Career Ready Framework; CRESTT Measure of Workforce Readiness; EPIC's Key Cognitive Strategies & College and Career Readiness Framework; ETS Personal Potential Collegiate Index; JumpStart Financial Literacy K-12 Standards; National Academy of Science / Next Gen Science Standards; National Center for History in Schools Historical Thinking Standards; NWEA MAP / Descartes Continuum.

### Course Outcomes:

Summit Olympus' student outcomes are designed to align with the school's mission. They are based the rubrics that describe college readiness discussed above, and are aligned with Washington State standards for high school graduation and our framework for college readiness. By completing these expected outcomes, students will have demonstrated competence in the skills and content required to succeed in college. Expected outcomes for each class comprise of two parts: mastery of cognitive skills and proficiency on content knowledge.

Upon graduation, Summit Olympus students will have demonstrated mastery of more than 32 cognitive skills, which indicate their ability to be self-motivated, competent, and lifelong learners. These cognitive skills are taught throughout the curriculum, and can be placed into the following general categories:

- |                               |                        |
|-------------------------------|------------------------|
| • General Literacy            | • Research             |
| • Literary Analysis           | • Inquiry Process      |
| • Textual Analysis            | • Writing              |
| • Data / Information Analysis | • Speaking / Listening |
| • Evaluation                  | • Technology           |
| • Synthesis                   | • Precision / Accuracy |
| • Contextualizing             |                        |

Each category contains specific cognitive skills, and a rubric was created to measure students' progress on every one of the 32 skills. Each skill has eight descriptors to help teachers assess students' progress across the cognitive skills continuum and to inform the grading process for student projects. An example

that shows increasing levels of proficiency on the skill of “information/data deconstruction and pattern identification” is shown below:

Data/Info Analysis							
Deconstruct Data/Info, Order/Classify, Identify Patterns							
Level 1 - No evidence	Level 2 - Passing 4th Grader	Level 3 - Passing 6th Grader	Level 4 - Passing 8th Grader	Level 5 - Passing 10th Grader	Level 6 - College Ready	Level 7 - AP Proficient	Level 8 - Pre-Professional
No evidence of information deconstruction or pattern identification	Attempts to identify relevant information within a source; Unable to identify patterns because information is not broken down into useful pieces	Identifies some relevant information within a source; groups information but no patterns identified	Identifies all relevant information within a source; Information is grouped into mostly useable pieces and pattern identification is attempted	Identifies all relevant information within various types of familiar sources; All information is grouped into useable pieces and some patterns are identified	Identifies relevant information within a wide range of sources, mostly familiar but some unfamiliar; All information is efficiently grouped into useable pieces. Many patterns are identified	Identifies relevant information within a wide range of sources, familiar and unfamiliar; All information is efficiently grouped into the most useable pieces and all possible patterns are identified; makes some insights relevant to the problem/prom	Identifies the most relevant information within a wide range of sources, familiar and unfamiliar; groups information/data into useable pieces and looks for patterns and relationships as the basis for developing ideas and insights relevant to the problem/prompt and its solution

In addition to demonstrating mastery in these cognitive skill domains, students will demonstrate mastery of important content standards, which align with the Common Core State Standards and Washington state standards, in the following subjects:

English Language Arts 9-10	Principles of American Democracy and Economics
English Language Arts 11-12	Physics
Geometry	Chemistry
Algebra II	Biology / Life Science
Trigonometry	World Language
Probability and Statistics	Visual or Performing Arts
World History, Culture, and Geography: The Modern World	Health and Fitness (through Expeditions)
United States History and Geography: Continuity and Change in the Twentieth Century	Occupational Education (through Expeditions)

Guides for each subject describe the content that needs to be learned to pass each class and are aligned with the Common Core State Standards and applicable state standards. Just as Summit educators identified skills that must be learned for a student to be college-ready, they similarly specified all of the necessary Content Knowledge in Content Guides for each course. Using structures such as the Personalized Learning Plan (“PLP”) tool (*discussed below*) and a common assessment plan, students and teachers are able to assess student proficiency on all content on a constant, instantaneous basis. Below is an example of a Content Guide for a math class. This algebra topic, “Expressions, Equations, Inequalities, and Systems,” requires students to master all of the highlighted content in order to pass.

Topic:	Level: 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Expressions, Equations, Inequalities, Systems			Writing Algebraic Expressions				Solving One-Variable Inequalities			Two-Variable Inequalities					
				Order of Operations			Writing Algebraic Equations and Inequalities			Systems of Equations and Inequalities					Differential Equations and Slope Fields
					Simplifying and Evaluating Expressions			Distributive Property		Factoring Quadratic Expressions			Factoring Higher-Degree Polynomials		Asymptotic and Unbounded Behavior
								Integer and Fractional Exponents		Quadratic Equations			Rational Expressions		
										Exponents and Logarithms					

**The Learning Environment:**

Drawing from the work of Linda Darling-Hammond, The School Redesign Network at Stanford University, the Coalition for Essential Schools, the Harvard Business School, EdConnect, and other respected



research institutions, Summit Olympus believes that learning best occurs in a school that successfully implements the following features:

- High Standards and Performance-based Assessment
- Personalization
- Continuous Relationships
- Adaptive Pedagogy
- Knowledgeable and Skilled Teachers
- Devoted faculty time to collaborate and develop professionally
- Family and Community Connections
- Democratic Decision-making

Olympus' learning environment revolves around four key characteristics. The learning environment is:

- **Classroom-based**
- **Personalized**
- **College preparatory**
- **Coherent and tailored to meet various learning needs**

**Classroom-Based:** Students are expected to attend school daily, following a prescribed schedule. Optional additional supports will be offered before and after school hours. Students also have opportunities to pursue additional educational opportunities, for example in community college courses, distance learning on-line, and with community organizations and internships (see "Expeditions Program" described in the *Supplemental Programming* section).

**Personalized:** Research from Linda Darling-Hammond and others shows that small schools allow students and teachers to develop more intensive, long-term relationships that enable better conditions for teaching and learning. These relationships, which allow teachers to understand their students' unique backgrounds, are central to the creation of a personalized learning environment. This personalized environment is supported by a small school size (~450 students) and low student to teacher ratio. The average teacher will see 120 students every day and 28 students per class. Additionally, all Summit Olympus students have a mentor who supports them in setting and meeting their learning and performance goals. Students lead weekly 1:1 conversations with their mentor, track their academic progress and receive coaching on their self-directed learning skills (see more below). Mentors serve as college counselors, coaches, family liaisons and advocates, ensuring their mentees are excelling inside and outside of the classroom every day. This mentor deeply knows and understands each student's background and family, allowing him or her to provide personalized support and guidance in a truly culturally responsive way given the diverse needs of South Tacoma students.

At Summit Olympus, students drive their own learning and develop habits of "Self-Directed Learners" ("SDL"), following an SDL cycle as they tackle the challenges they face in school every day. Success in today's job market requires taking a great deal of initiative and ownership of one's own process, reflecting when things do not go according to plan, and adapting to a changing environment as one learns more about it. The SDL cycle that students learn and practice is based on these principals. It requires students to set learning goals (with their mentor), create a plan for achieving those goals, execute against that plan, show what was learned, and finally reflect on the entire process to understand how it can be done better in the future.

This focus on each, individual child and students learning to be self-directed is embodied in the Personalized Learning Plan (“PLP”) tool that each student has. In the PLP, students, along with their parents and mentors, set learning and personal growth goals, track progress, receive immediate feedback and are able to access all learning resources at any time. The PLP is designed to be a dynamic tool that students, families and teachers alike interact with on a daily basis to a student’s progress towards his or her goals. With that information, students can focus their learning efforts every single day, and parents and teachers can offer support and coaching in the most appropriate ways. The goal of the PLP is to support the students to work to their full potential and take personal responsibility for their own learning and success. Thus, the PLP is designed to be responsive to the needs of South Tacoma students who come to Olympus with a wide-ranging set of strengths and needs. (Screenshots of the online PLP tool (which was developed internally by Summit) can be seen in the next section.) Summit has learned with over ten years of experience that a personalized learning environment in which students drive their own learning is the best way to meet the individualized needs of a heterogeneous student body.

**College preparatory:** Summit Olympus will have high expectations for each and every one of its students. Classes will be untracked, and all graduates from Summit Olympus will exceed all academic entrance requirements for public, 4-year college and university admissions in both Washington and California. It is expected that a significant percentage of Summit Olympus’ population will be first-generation college students and our program will assist them in building relevant skills and goals, while fully preparing every student for college entrance and success. Through classroom activities, small groups, and individual counseling, students will clarify why they want to go to college, and what kind of institution of higher education will be a good match for them. They will learn how to find information about colleges and schools that match their goals, write and submit their college applications, and develop habits that will help ensure a successful experience at the college of their choice. They will explore career options of interest to them, find out about the prerequisite knowledge and skills needed for particular careers, and develop job search and workplace skills.

**Coherent and tailored to meet various learning needs:** Summit Olympus will tailor its environment to best suit the kinds of learning we are asking of students. Some examples of this alignment between learning needs and learning environment are:

- We require that every student develop literacy skills, so Olympus’ schedule will include 30 minutes of school-wide reading each day.
- We ask students to drive their own learning by setting, demonstrating, measuring, and reflecting on progress towards goals, a skill that is best developed through 1-on-1 coaching. Hence, students have 1-on-1 meetings with their mentor each week.
- We know that students can best acquire content in a multi-modal, on-demand manner when they are ready for it, so Olympus students will have at least 8 hours of Personalized Learning Time (“PLT”) each week.
- We know that mastery of cognitive skills is critical to success in college, so the vast majority of class time is devoted to skill development through teacher-facilitated projects.
- We realize that some skills and content are best learned through real world experiences and practical application, so Olympus students will have 8 weeks of Expeditions per year.

See the *School Calendar and Schedule* section for more detail on each of these elements of Olympus’ school environment.

## **Instructional Strategies:**

Summit Olympus recognizes that there is no single pedagogical strategy that is best for all students, especially the diverse range of students from South Tacoma. Summit Olympus teachers will employ a range of instructional methods that are considered “best practices” in the field and supported by the most current educational research. These instructional strategies are currently being used successfully with a diverse group of students in the Bay Area, and they have been adapted to meet the varying needs of different communities in California, just as they will in South Tacoma. This variety of instructional methods will provide opportunities for all students to learn academic content at high levels of conceptual understanding. Some strategies that Summit Olympus teachers will employ include:

**Differentiated Instruction:** Differentiated instruction generates multiple avenues for students to show what they know with various modes of assessment. Teachers will be trained to effectively develop and deliver curriculum to a heterogeneous group of students, such that each student is receiving the instruction most appropriate given his or her demonstrated needs and interests. Summit Olympus will employ many structures to help teachers differentiate their instruction, from the daily and weekly schedules, to the physical layout of space, to curriculum delivery and assessment methods. Students will also be provided with multiple modes to acquire knowledge and skills, based on their prior preparation and learning style, including online resources, projects, coaching, and more. Other strategies that teachers will utilize to differentiate their instruction are project menus, varied pacing for content acquisition, multiple opportunities for revision, a host of formative feedback, pre-assessments to effectively personalize instruction, varied text selections, formalized scaffolding and intervention frameworks, and multi-modal curricular resources.

**Project Based Learning:** Summit Olympus teachers will utilize the Buck Institute of Education’s framework for teaching and assessing through the use of interdisciplinary projects. Students will go through an extended process of inquiry in response to a complex question, problem, or challenge. While allowing for some degree of student “voice and choice,” rigorous projects are carefully planned, managed, and assessed to help students learn key academic content, practice cognitive skills (such as collaboration, communication and critical thinking), and create high-quality, authentic products and presentations. All of our projects are linked to and assessed against the Common Core State Standards, and continually iterated upon by our teachers and educational partners. Projects will link the curriculum content with students’ real world experiences, making learning more relevant and valuable to their lives outside of school.

**Complex Instruction / Facilitated Group work:** Facilitated group work aims to provide academic access and success for all students in heterogeneous classrooms by using multiple ability curricula and specific instructional strategies including the treatment of status problems to equalize group interactions. Generally there are four students in each group. In most cases the students are in mixed ability (or mixed preparation level) groups. Tasks are designed so that all students in the group will have multiple access points into the curriculum. Each student is responsible for an individual summative assignment or product at the end of the task to demonstrate their own learning from the experience. The advantages of Complex Instruction, and group-work in general, is that students learn how to work effectively in teams; how to communicate their ideas to others; and how to help others understand ideas. They come to better understand complex processes and ideas by hearing and working with students who approach tasks in ways different than their own.

**Socratic Seminars:** The Socratic seminar is a formal discussion, based on a text, in which the leader asks open-ended questions. Within the context of the discussion, students listen closely to the comments of

others, think critically for themselves, and articulate their own responses to the thoughts of others. They learn to work cooperatively and to question intelligently and civilly. Summit Olympus teachers will utilize Socratic seminars to help students develop communication and interpersonal skills and other important habits of success. These seminars will often be used as the structure during community time.

**Interdisciplinary Curriculum:** To facilitate greater conceptual understanding and to make content more relevant, lessons, units and study trips will integrate the various core curricular areas whenever possible. This will help a diverse group of students understand topics that may not otherwise be relevant to them.

### Curriculum:

The curriculum at Summit Olympus will offer a foundation of academic content knowledge and poise students to enter a college or university with the academic literacy and cognitive skills required for post-secondary education. The core curriculum will include more courses than the minimum required to meet Washington State high school graduation requirements. All courses required for high school graduation will be offered, and core courses will be approved by the University of Washington System to meet their minimum entry requirements. All Advanced Placement Courses will be approved by the College Board. The focus of the curriculum will be rigor and relevance, with a dedication to meeting the needs of the heterogeneous student population of South Tacoma. Summit Olympus recognizes the importance of regular physical activity in adolescent development, as well as a strong understanding of health/wellness. Through our Expeditions program and students' use of their PLPs, Olympus students will practice healthy and active behaviors. Upon completion of Summit Olympus' graduation requirements, students will have exceeded the University of Washington's minimum entry requirements, plus those for the University of California system, the California State University system, and most liberal arts college.

**Core Academic Coursework:** Students will be required to demonstrate mastery of standards in six core academic subject areas: English Language Arts, history/social sciences, mathematics, the natural sciences, language other than English, and visual and performing arts. All courses offered at Summit Olympus in the core subject areas will be approved to meet Washington and the school's graduation requirements, and they will exceed the minimum requirements for public, four-year colleges and universities. Additionally, students may seek administrative approval for online distance learning courses, community college courses or high school courses from other institutions to be accepted as meeting the school's graduation requirements. Outside courses will only be considered if they are college preparatory, comparable in quality to the courses taught at Olympus, and taught by an accredited institution. Approval for such courses must be obtained from the school's Executive Director ("ED", what Olympus calls its Principal) prior to the commencement of the course. Revisions to the list of courses offered by Summit Olympus will be made based on a continual improvement process that involves analyzing student performance data and educational trends to determine how the curriculum can best meet the needs of the student population and align with the mission of Olympus.

**Advanced Placement Exams:** All students will be able to prepare for and take at least one AP exam. Graduates will have encountered college-level resources in our rich and varied AP program. Summit Public Schools is proud to say that over our 10 year history, our AP pass rates mirror the national average, an impressive feat considering all of our students take AP tests rather than only those with the highest level of academic preparation. Summit Olympus expects the same to be true of its students in South Tacoma.

**Integrated Technology:** Technology will be used as a tool to personalize learning throughout a student's experience at Summit Olympus. Summit Olympus will be a 1:1 computing environment, empowering

students to focus on the content that is most appropriate for their preparation level. Advanced students can access a greater depth of information to push their learning beyond the requirements, while struggling students will have the opportunity to individually focus on areas where they are having the most difficulty. At the same time, it will give Olympus teachers greater range and flexibility in designing highly effective, differentiated experiences for students. Finally, students will learn technological proficiency skills such as word processing, graphic design, spread sheets, slide presentation, and internet research, within their core academic subjects.

**Instructional Materials:** Summit Olympus will use a wide variety of instructional materials that will be delivered in modular, “On Demand” ways. Each content delivery tool, whether a textbook, a multi-media resource, or an online resource, will be curated in one place for students to access in the way that best suits their learning style and cultural background. Thus, students and teachers can pick the content delivery method that works best for them from a variety of resources. Rather than relying solely on textbooks, this method allows us to be multi-modal in meeting the differing needs of all students. It also allows us to leverage technology to decrease costs while increasing efficiency and effectiveness of content delivery tools. Rather than simply being deliverers of content, teachers will be expected to select and cultivate the most appropriate content for their subject. (See *Attachment 3*.)

## Student Performance Standards

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

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

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

### Performance Standards:

All Summit educators have agreed on what student outcomes are valued, and they have agreed to measure those outcomes in a consistent manner with a common assessment plan. Thus, every single class at Summit Olympus will build towards those outcomes, which are defined in the Content Guides, Cognitive Skills Rubric, and Habits of Success Continuum (see *Attachment 2*). The guides and rubrics give Olympus teachers a measurable way to gauge student progress towards these outcomes. These performance expectations are attainable and realistic because every single course at every grade level at Summit Olympus is designed to move students towards mastery on each dimension on the rubric/continuum. Every piece of content and every skill is aligned with Common Core standards and all applicable state standards, and they describe a college-ready student.

### Assessment System:

Since Summit’s definition of college readiness is more detailed and comprehensive than many schools’, we

need an equally robust assessment system to measure students' progress towards that goal. The assessment system must always achieve two goals. First, assessments must accurately measure students' knowledge or skills relative to standards. Second, they must provide immediate, actionable feedback to teachers, students, and families, always with an eye towards where students are and where they need to go. A student's Personalized Learning Plan ("PLP") serves as this real-time, authentic tool for reporting and communicating progress.

In partnership with SCALE, which is responsible for the creation of the Smarter Balanced performance tasks, all Summit schools have developed and collectively agreed upon a common assessment system. This common assessment system allows Summit educators to compare data across classrooms and schools to further inform best teaching practices. These common assessments will be standardized by the experienced Academics Team in the CA Central Office, with input from all campuses, including Olympus. Grades will also be standardized across classrooms and campuses based on a common understanding of "mastery." All teachers will spend time during their professional development periods, which occur every 4-6 weeks, analyzing data about the assessments they have been giving. This continuous analysis will ensure that the assessments continue to be accurate measures of what they were designed to assess.

Olympus' Executive Director ("ED") and teachers will be provided with rich data packets each week to discuss during team meetings and to inform their teaching strategies. The data packets are put together by Summit's Central Office Information Team. They contain detailed results for every assessment that every student takes, compiled into various reports to provide teachers with the most useful information. The Information Team also provides coaching to individual teachers and entire school faculties on the best ways to use data to inform their teaching practice.

### Content Assessments:

Content assessments measure and report very specific information about the content on which students have shown proficiency. All students will take many content assessments every week so that they, their parents, and their teachers can have accurate and actionable data to inform and target their learning and teaching strategies. The relevant content for each subject is broken down into individual standards and described through the "guides" seen in the previous section. It is also on each student's PLP, which is also accessible by their parents. Students and parents will regularly view the PLP to see exactly which standards they need to work on (red boxes) and which ones they have completed (green boxes), as seen in the screenshot below. As with our skills assessments, these standards are aligned with the Common Core State Standards and all relevant state standards.

The screenshot shows a user interface for a Personalized Learning Plan (PLP). At the top, there are navigation tabs: "Personalized Learning Plan" (selected), "My Dashboard", and "My SDL Cycle". Below this, there are sub-tabs: "Current Projects", "This Year", "My Learning Continuum", and "My Projected Grades".

The main content area displays four assessment cards:

- Bioremediation** (Due on: Oct 18 2013, Courses: Biology):
  - Supporting content:
    - Photosynthesis vs. Cellular Respiration (red box)
    - Human Impact on the Environment (red box)
    - Food Webs and Energy Pyramids (red box)
    - Cells (red box)
    - Carrying Capacity (green box)
    - Bioaccumulation (red box)
- French Revolution DBQ** (Due on: Nov 1 2013, Courses: Modern World 1):
  - Supporting content:
    - Photosynthesis vs. Cellular Respiration (red box)
    - FRENCH REVOLUTION: Beginning and Middle Events (10.2.4) (red box)
    - FRENCH REVOLUTION: Rise and Fall of Napoleon/ Nationalism (10.2.4) (10.2.5) (red box)
    - FRENCH REVOLUTION: Context and Causes (10.2.4) (red box)
- Literary Analysis Paragraph** (Due on: Dec 5 2013, Courses: English 9):
  - Supporting content:
    - Theme 2 (green box)
    - Syntactical terms 1 (green box)
    - Punctuation 3a (green box)
    - Point of view 3 (green box)
- Mosaics** (Due on: Nov 15 2013, Courses: Algebra 1):
  - Supporting content:
    - Representing Functions (green box)
    - Linear Functions (green box)

## Skills Assessments:

Skills, unlike content, cannot be measured in a binary manner. Skills are measured along a continuum. Summit created the Cognitive Skills Rubric to identify all of the academic skills necessary for college (see *Attachment 2*). The Rubric is a continuum that describes mastery of skills at every level (e.g., passing 9<sup>th</sup> grader, college ready, pre-professional, etc.). The skills on the rubric align with the Common Core State Standards and other applicable state standards. Here is an example of one strand that was also shown in the *Curriculum and Instructional Design* section. The complete Cognitive Skills Rubric can be found in *Attachment 2*.

Data/Info Analysis							
Deconstruct Data/Info, Order/Classify, Identify Patterns							
Level 1 - No evidence	Level 2 - Passing 4th Grader	Level 3 - Passing 6th Grader	Level 4 - Passing 8th Grader	Level 5 - Passing 10th Grader	Level 6 - College Ready	Level 7 - AP Proficient	Level 8 - Pre-Professional
No evidence of information deconstruction or pattern identification	Attempts to identify relevant information within a source; Unable to identify patterns because information is not broken down into useful pieces	Identifies some relevant information within a source; groups information but no patterns identified	Identifies all relevant information within a source; Information is grouped into mostly useable pieces and pattern identification is attempted	Identifies all relevant information within various types of familiar sources; All information is grouped into useable pieces and some patterns are identified	Identifies relevant information within a wide range of sources, mostly familiar but some unfamiliar; All information is efficiently grouped into useable pieces. Many patterns are identified	Identifies relevant information within a wide range of sources, familiar and unfamiliar; All information is efficiently grouped into the most useable pieces and all possible patterns are identified; makes some insights relevant to the problem/prom	Identifies the most relevant information within a wide range of sources, familiar and unfamiliar; groups information/data into useable pieces and looks for patterns and relationships as the basis for developing ideas and insights relevant to the problem/prompt and its solution

To best allow students to demonstrate their learning along this skills continuum, each skills assessment asks students to create products through structured project based learning. The products of that project based learning are called “performance tasks,” and the performance tasks students create will be measured against the Cognitive Skills Rubric. For example, a science teacher may assign a project that focuses students on the cognitive skill of Interpreting Evidence within the content strand L.04.07 Photosynthesis and Cellular Respiration, where the performance task is a lab report.

Performance tasks that students produce fall into only a few categories, as described by this table:

Type of communication	Type of product
<ul style="list-style-type: none"> <li>Argument</li> <li>Exposition</li> <li>Narration</li> </ul>	<ul style="list-style-type: none"> <li>Written</li> <li>Oral</li> <li>Multimedia</li> </ul>

Of course, different disciplines suggest specific performance tasks types, for example:

Discipline	Type of communication	Type of product	Product	Performance Task
Science – Bio	Exposition	Written	Lab Report	Lab Report - Cellular Respiration
ELA and Social Studies	Argument	Spoken	Persuasive Speech	Persuasive Speech on a current social issue with roots in historical inequity

This differentiated type of assessment will allow the diverse group of students from South Tacoma to demonstrate mastery in various ways that best suit their individual backgrounds, while pushing them to get better on all types of assessment.

## External Assessments:

In addition to these internal assessments, Summit Olympus students will take all of the necessary state

required tests each year, such as the End of Course exams for Math and Science and the Reading and Writing High School Proficiency exams, as described by the Office of the Superintendent of Public Instruction. Summit Olympus will also administer the Smarter Balanced series of assessments as the state adopts them for high school students. Summit students will also take exams required or recommended for college admittance, such as the SAT, ACT, and several AP tests.

### Grading and Promotion:

Summit Olympus' grading and promotion system will be a competency based progression, designed to incentivize learning and growth, truly represent college readiness, and provide a clear and achievable bar for passing each course. Students will progress from standard to standard as they achieve proficiency on them, with teachers providing appropriate coaching, scaffolding, and support to help the students stay on pace to meet each year's requirements.

Students will be graded and promoted from one grade to the next based on their demonstration of mastery in the necessary skills and content for each course, as described by the content guides and skills rubrics and through the assessment system described above. Traditional categories such as "participation" or "homework" are not represented in the grade. To earn passing grades, students must show content acquisition and skills development.

To pass a course with a 70% (C-, the minimum standard of college readiness required to graduate), students must accomplish all three of the following :

- 1.) **Score** 80% or higher on all "need to know" Content Assessments assigned to the course (measure of content acquisition).
- 2.) **Average** 70% on all Performance Tasks in a course (measure of skills acquisition).
- 3.) **Complete** all Performance Tasks in a course. "Complete" is defined as "of a quality indicating the student authentically attempted to complete the entire project."

These requirements will be clearly communicated to students and families through the Handbook, which is distributed annually at the beginning of the school year, in mentor check-ins, and in family meetings to review each student's PLP. Students will be able to easily see, on their PLP, what grade they are on track to receive in each course based on their completed content assessments and their progress on performance tasks. The PLP will help students identify specific ways to increase their grades. All Summit Olympus faculty members will learn how to motivate students around this manner of grading and promotion in their professional development sessions.

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

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

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

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**



**Overview:**

Summit Olympus' graduation requirements are informed by the definition of college readiness. Students will move from class to class and then graduate via a competency based progression on the Content Guides, Cognitive Skills Rubric, and Habits of Success Continuum. Students must demonstrate mastery in the skills and content necessary to succeed in college to be eligible for graduation. The skills and content required to succeed in college will be taught through a series of required courses, through which students will earn credit hours. The school will meet the state graduation standards by accomplishing the following:

**Required Courses:**

To be eligible for graduation from Summit Olympus, students must complete the following number of year-long courses in these subjects with a grade of C- or better.

- 4 History / Social Science
- 4 English
- 4 Mathematics
- 4 Science (3 Laboratory)
- 3 Language other than English
- 1 Visual and Performing Art
- 1 Occupational Education, e.g., through Expeditions

They must also receive credit for the following number of year-long courses or equivalent experiences.

- 4 Elective, through a robust set of Expeditions offerings (see *Supplemental Programming* section for a list of possible Expeditions courses)
- 4 Physical Activity, e.g., through Expeditions

These required courses exceed the minimum state and district requirements for high school graduation and the minimum requirements for public, four year colleges and universities.

**Additional Requirements:**

To be eligible for graduation, Summit Olympus students will complete a "Culminating Project" and "High School And Beyond Plan," as defined by the Office of the Superintendent of Public Instruction, either during their Expeditions sessions or as part of their PLP, with their mentor. Students will also complete all State Testing Requirements. Summit Olympus will utilize the OSPI's "Graduation Checklist" tool, in conjunction with students' PLPs, to ensure that each student is on a graduation track.

In completing these projects, Summit Olympus students will explore their values, ethics, interests, passions, talents, and visions for the future. They also will consider the contributions they would like to make in the world. Based on these in-depth analyses, students will develop more meaningful aspirations that will help them to set specific goals and action plans for their education, career, personal relationships, and contributions to their community. Understanding oneself and setting clear goals creates a natural motivation to learn, as well as a foundation for success, which will support students throughout their lives.

### Reporting:

The purpose of student transcripts is to provide relevant information to colleges. Therefore, Summit Olympus will compile student transcripts by summarizing a student's relevant academic information including individual class grades, a grade point average, and attendance record. GPA's will be calculated using a 0-4.0 scale, and will be an average of the grades a student received in all courses taken at Summit Olympus.

Report cards are meant to convey useful information to parents, such that they can respond appropriately and hold their children accountable. To that end, the PLP, which contains all relevant information about a student's progress, will be delivered to parents periodically.

### Systems for Students At Risk of Dropping Out and/or Not Meeting Requirements:

Summit Olympus will utilize tools such as the PLP to monitor each student's progress towards the graduation requirements. With this constant, up-to-date information, teachers and parents will be able to identify early if a student is not on track to meet graduation requirements. In these cases, teachers and parents will take immediate steps to support the student in getting back on track, and they will continue to monitor the student's progress. These supports are detailed in the five-tiered chart in the *Special Populations and At-Risk Students* section, and include peer tutoring, additional mentor support, before- and after-school teacher office hours, and more. Since each Summit Olympus student will have a mentor with whom he or she has regular check-ins conversations, students at risk of dropping out for non-academic reasons will also be identified. All Summit Olympus students will be known by several adults who meet regularly to discuss each student's well-being, therefore facilitating immediate detection and reaction to the needs of struggling students.

## School Calendar and Schedule

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

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

### Annual Schedule:

Summit Olympus' annual schedule is designed to best serve the school's goal of preparing a diverse group of students for success in college and life. Each element of the schedule serves a purpose within the four elements of college readiness framework. Each year, students will have at least 180 days of instruction, totaling at least 1,080 instructional hours. Olympus' daily and annual schedule is designed to allow teachers to highly differentiate their lessons and assessment strategies, which is especially important in such a diverse environment as South Tacoma. Student's yearly calendars will also include structures to build other skills and school culture (see below). Some of these structures include:

**Expeditions:** For a total of 8 weeks each year, students will be engaged full time (8am-3pm daily) in the Expeditions program. These real world, authentic experiences support the Habits of Success and teach content in the strands of 1) Health and Wellness, 2) College and Career, 3) Cultural Awareness and the Arts, and 4) Leadership and Active Citizenship. Expeditions will be discussed in more detail in the Supplemental Programs section.

**Student Orientation:** All Summit Olympus students will participate in student orientation activities spread throughout the first 4-6 weeks of school each year. Additionally, new student orientation will occur prior to school opening. Teachers will facilitate these sessions for students to learn about school culture, norms, expectations, systems, and Habits of Success. The goal of student orientation is to transition students smoothly into the Olympus community. Orientation activities help students understand the culture that defines the Olympus experience. Students will be known and honored as people and as learners, with their different backgrounds, and they will feel a sense of belonging to the school community. Many other structures exist throughout the year to build school culture, such that students entering midway through the program will have similar opportunities.

**Camping Trip:** The camping trip is another culture building school activity that includes all students, the entire faculty, and several parent chaperones. The trip provides fun activities for students such as hiking and Frisbee, a showcase for student interests and talents through the student-run Talent Show, and opportunities to foster strong relationships between students, staff, and faculty. The timing of the camping trip will be determined based on weather constraints in the Puget Sound region.

**College Trips:** Students will participate in teacher-led tours of colleges and universities in the state. The purpose of these trips is to motivate students to stay focused on their goals and give them firsthand experience of what life is like on campus at many Washington universities.

**Family Meetings:** Students will lead 1-3 meetings each year between themselves, their parents, and their mentor. The purpose of these meetings is to collaborate on the student's Personalized Learning Plan and jointly develop a plan for the student to meet his or her goals.

### **Daily and Weekly Schedule:**

As discussed earlier, the students' school day and week will also be structured in a way that best achieves the goal of college and career readiness. The school day will run from approximately 8am-3pm, though it will be adjusted to meet the specific needs and constraints of the families of South Tacoma. There will be extended hours every day before and/or after school that most students will take advantage of to receive extra academic support from teachers or have Personalized Learning Time. Instructional time will total at least 1,080 hours per year.

Each day, students will engage with their PLP to determine learning goals and appropriate strategies. A majority of each student's day will be spent engaging in project based learning, facilitated by teachers, in their core courses. Time will also be allocated each week for students to have one-on-one discussions with their mentors to discuss their learning goals and plans. Meanwhile, other students will engage in Personalized Learning Time. There will also be Community Time and Summit Reads throughout the week to build other important skills needed for college. See Attachment 5 for a sample weekly schedule, which will be adjusted to meet the needs of the community. More detail on each element of the weekly schedule is below:

**Teacher Facilitated Learning:** The vast majority of each core Summit course consists of teacher facilitated learning (Project Time), in a group, focused on the development of Cognitive Skills. Students will spend this time developing and demonstrating deeper thinking and learning skills, through projects, performance tasks, and synthesis of the content they have mastered. This will occur during **Project Time**, which occurs for 55 minutes per course per day, totaling 275 minutes per day.

**School Based Personalized Learning Time (“PLT”):** Each week, students will participate in at least 8 hours of PLT focusing on learning content knowledge in the core content areas, as defined by each subject’s Content Guide, with support from teachers, peers and online resources. Thus, more than an hour per week per subject will be devoted to PLT, though it will vary by each student weekly depending on his or her needs.

**Home Based Personalized Learning Time:** Students will be expected to complete around 8 hours (exact amount will depend on each student’s PLP) of PLT at home, also focused on developing content knowledge. This is considered “homework” in a traditional school model.

**Summit Reads:** Summit Olympus believes that reading is the most important core competency for every learner. All students will participate each day in 30 minutes of reading time, which will be school based and adult facilitated. During this time students will be actively engaged with texts, practicing good reading strategies such as tellbacks, written activities, and book talks.

**Community Time:** Students meet together with their mentors each week in small, diverse, collaborative groups to engage in discussions around issues that are important to them. These Socratic dialogues underpin the Summit Olympus community’s values of respect, responsibility, courage, compassion, and integrity, while exploring topics such as vulnerability, motivation, and self-advocacy. Community Time occurs every week throughout the school year and helps students develop their “Habits of Success.”

**Personal Mentoring:** Students receive at least 10 minutes of dedicated one-to-one coaching with their mentors per week. This time is built into Personalized Learning Time, but also extends beyond the standard school schedule to include mentor-student-parent meetings.

## School Culture

1. Describe the culture of the proposed school. Explain how it will promote a positive academic environment and reinforce student intellectual and social development.
2. Explain how you will create and implement this culture for students, teachers, administrators, and parents/guardians starting from the first day of school. Describe the plan for enculturating students who enter the school mid-year.
3. Explain how the school culture will take account of and serve students with special needs, including students receiving special education services, English Language learners, and any students at risk of academic failure.
4. Describe a typical school day from the perspective of a student in a grade that will be served in your first year of operation.
5. Describe a typical day for a teacher in a grade that will be served in your first year of operation.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

**School Culture:**

Research and experience show that the most common predictor of outstanding academic achievement in a school is a culture of high expectations and high support for every student. Summit Olympus believes that

having a strong student and faculty culture is the one of the most important ingredients of a successful school. Summit Olympus will invest first and foremost in school culture, recognizing that establishing a strong school culture will lead to academic success.

The culture of the school will be that of a learning community in which each member - faculty and student - works towards a set of individual goals, takes responsibility for the success of their own learning plan, and is nurtured by the community to reach their highest potential.

Summit Olympus' culture will embody the core characteristics of the school. Every community member will have a thorough understanding of the **core characteristics** and will strive to be positive role models for others around them. Summit Olympus' core characteristics are:

**Courage:** "Courage is resistance to fear, mastery of fear – not absence of fear." – Mark Twain

**Compassion:** "How far you go in life depends on your being tender with the young, compassionate with the aged, sympathetic with the striving, and tolerant of the weak and the strong, because someday you will have been all of these." – George Washington Carver

**Curiosity:** "The cure for boredom is curiosity. There is no cure for curiosity." – Ellen Parr

**Integrity:** "Integrity without knowledge is weak and useless, and knowledge without integrity is dangerous and dreadful." - Samuel Johnson

**Respect:** "If you want to be respected, you must respect yourself." – Spanish Proverb

**Responsibility:** "The more freedom we enjoy, the greater the responsibility we bear, toward others as well as ourselves." – Oscar Arias Sanchez

To help students model these characteristics, Summit Olympus will employ several school norms, including:

**"We Work Hard":** Learning is our job. We leave no one behind.

**"This Is Our School":** Students must love their school and treat it with respect.

**"We Are Responsible":** We are accountable for our actions and the strength of our community.

**"Respect Our Community":** Our school is welcoming and safe for everyone.

**"We Are Reflective":** Our mistakes are expected, inspected, and respected.

In order to make these core characteristics and school norms come alive in the daily culture of the school—including establishing and maintaining the culture among students, teachers, administrators, and parents—Summit Olympus will employ all of the systems and structures described throughout this charter. These structures include student orientation, the camping trip, community time, family meetings, information nights/open houses, leadership/grade level/course level team meetings (see *Professional Development* section), and PLP discussions. Students who enter the program during the school year will also have opportunities to participate in all of these structures since they occur throughout the year, each year.

Additionally, the new student will have likely experienced a “shadow day” during which he or she attended school with a current Summit Olympus student. A mid-year student will also have a Personalized Learning Plan with school culture as a stronger focus.

Summit Olympus will be able to develop and maintain a strong culture based on best practice and 10 years of proven results. This culture is developed by setting high academic and behavioral expectations for every single student, and offering tremendous supports for any student who does not meet those high expectations. This culture is not created by adults alone, as students are a core component of creating and maintaining a school culture. A strong, diverse culture can be undermined by lack of understanding of various students’ backgrounds, needs, and values. Thus, Summit Olympus faculty will address these issues openly and honestly, and they will attend to issues of status whenever they arise.

**Serving Students with Special Needs:** Special student populations, such as Special Education, English Language Learners, and at-risk students, will benefit the most from Summit’s culture of high expectations, high support, and completely untracked program. We hold every student to the same high expectations and support them in the way they need to reach their goals, always taking into account their unique backgrounds. See more about this support in the “Special Populations and At-Risk Students” section.

### **Typical Student Day:**

On a typical day, Alicia walks into Olympus and is greeted by several teachers who are on supervision and greeting. To prepare for class, Alicia walks over to her Chromebook charging station and picks up her Chromebook, which she has personalized with her name and stickers.

To kick start the day, she pulls out her latest novel and reads alongside every community member for the first thirty minutes of school. She notices that her teachers are also committed to reading every day, and over time she begins to realize that her enjoyment of reading is increasing as is her reading comprehension.

She then transitions to her first project time of the day, where she is given an overview of their current project. In her math course, she is working on writing a model paper using real life data she has collected. Her teacher reminds her of the cognitive skills they will be focusing on for the next series of lessons. He also reminds the class of his expectations for where they should be in their project. After this overview, Alicia pulls out her Chromebook and her Personalized Learning Plan (“PLP”) to create a learning goal and plan for the day.

Earlier this week during her project conference, Alicia received feedback from her teacher on how to make her argument stronger by providing stronger evidence. Because of this feedback, she has decided to write her learning goal about creating a revision of her argument and supporting body paragraph.

In order to practice her cognitive skills of argumentation and evidence, she decides to visit the “argumentation” station where she finds other students who are also working on revising their arguments. Together they follow the task card at the station that walks them through specific exercises to strengthen their argument. At one point during the period, they also conduct a peer review of each others’ work and then immediately incorporate the feedback on the spot. Alicia looks over to the center of the room and notices that her teacher is about to start a mini-lesson around “modeling.” She is excited about the progress she is making on her argument so continues to work at her station.

Before project time comes to an end, Alicia returns to her regular seat and listens to the teacher's feedback on their self-directed learning behaviors and performance for the day. As always, to reinforce the self-directed learning cycle, she opens up her PLP tool, reflects on her progress from the day, and marks whether she met her learning goal for the period. She takes a moment to record the types of strategies and behaviors that led to her progress. She then packs up and gets ready for four more similar workshop style project classes.

Once a day, Alicia has the ability to direct her own content learning during Personalized Learning Time. During this period, she opens up her PLP tool and sets her own personalized learning goal for the period around content acquisition. She examines her PLP dashboard to see what she has yet to learn and selects the content she wants to work on. She first takes a diagnostic assessment to figure out what she knows and doesn't know. She then selects resources that will help her master the sub-objectives within that assessment. After reviewing her resources, when she feels ready to master the diagnostic assessment and the corresponding objectives, she takes the assessment on-demand on her Chromebook. She is immediately given a score report that details how well she mastered the sub-objectives. She then re-opens her resources and chooses how she will re-study the sub-objectives she has yet to master. If she needs additional support, she reaches out to her PLT teacher to receive coaching on her study strategies, self-directed learning behaviors and content. Before the end of class, to reinforce the self-directed learning cycle, Alicia reflects on her progress during Personalized Learning Time and how her strategies impacted the progress on her learning goal. She records her reflections and her progress on her goal in her PLP tool.

After school, Alicia may have additional questions around her projects or content, so she chooses to attend one of her teacher's weekly Office Hours to receive additional support. Perhaps she is curious about the upcoming Expeditions and she drops by her mentor's room to discuss which options might work well with her interests and passions - she is currently deciding between Model UN and a philanthropy class. She then decides to complete her learning goal for the day so that she does not have to do the work at home. Finally, she takes her Chromebook back to her charging center and heads home.

### **Typical Teacher Day:**

During a typical day at Summit Olympus, Mr. Johnson constantly balances his three main hats: teacher, mentor and teacher leader.

First, he is on the rotation to welcome our students into our building to build a positive student culture from the first moment. He then puts on his teacher hat, and during the first thirty minutes of school, he pulls out his latest novel and reads alongside every community member, modeling the joy of reading and creating the virtuous cycle of reading.

Mr. Johnson then prepares for his four periods of Project Time. After the students shuffle into his classroom, he provides the overview and objectives for the day, including which cognitive skills they will be focusing on for the next series of lessons. He also reminds them of his expectations for where they should be in their project. He then asks students to pull out their Chromebooks and create their own personalized learning goal in their Personalized Learning Plan ("PLP") for the day.

He proceeds to conduct a workshop-style class where students spend most of their time working through their projects and receiving real-time feedback on their cognitive skills progress. For example, he may set up stations around the classroom that guide students through a revision and peer editing cycle. Students who need to strengthen their skill of "providing evidence" sit together at a station and peer edit and revise

the evidence they have selected to support their claims. As students work at the various stations, Mr. Johnson spends time with various small groups giving additional real-time feedback on their cognitive skills or content understanding related to the project. Additionally, he is able to give real-time feedback on the Habits of Success students are using to progress towards their daily learning goal.

Before project time comes to an end, Mr. Johnson brings the class back together to provide them feedback for the day. Additionally, to reinforce the self-directed learning cycle, he asks students to reflect in their PLP tool whether they met their daily learning goal, how much progress they made on their project, and what strategies and behaviors led to their progress. Mr. Johnson conducts a similar workshop-style lesson with his three other project classes.

A couple times each week, Mr. Johnson also facilitates Personalized Learning Time for roughly 25 students. During this period, students set their own personalized learning goal around content acquisition for the period. As students work through their resources and take online content assessments on-demand, he provides coaching to students on the quality of their goals, their study strategies and their self-directed learning behaviors. Additionally, he administers the on-demand content assessments.

As students pass and fail content assessments, he may provide coaching on how students can leverage their resources and tools to increase their performance and understanding of the concepts. Before the end of class, to reinforce the self-directed learning cycle, he asks his students to reflect on their progress and strategies used during Personalized Learning Time.

During the day, Mr. Johnson has anywhere between 55 minutes and 110 minutes without students to prepare and assess student work alongside his department. He shares this prep time with history teachers in other Summit schools in Washington and California. During this time, he may review students' progress on their projects, analyze data to see which students have mastered content, and look for common misconceptions on the content.

After school, Mr. Johnson can be found hosting his weekly Office Hours for his students, where he may coach students on content, cognitive skills or Habits of Success. You may also find him conducting an individualized 1:1 mentor check-in with his student. He and his student will go through her PLP tool and discuss her progress on her learning goals, her content acquisition and her progress on projects. Because the PLP tracks individual student progress, as a mentor, he is able to personalize his coaching for each of his mentees.

He may also be found on a Google hangout with the other 9th grade History teachers across Summit. During these weekly History 9 Course Level Team ("CLT") Google hangouts, he and the other History teachers analyze student work to calibrate their cognitive skills assessment, share best practices, and reflect on the project instruction. By design, they are all implementing a common assessment plan that they have collectively developed. They may also look at student data to figure out if any content assessments or student resources require iteration, or share ideas for how to implement the upcoming project.

Twice a week, you can find Mr. Johnson engaged in a full-faculty Leadership Team ("LT") meeting where they analyze student performance data, as well as student survey and focus group data. From the data, the Leadership Team will identify problem areas in their school and collectively create action plans to tackle the problem. They will also determine a set of metrics to track progress on the action plan. During these LT meetings, the teachers may also work in their Grade Level Teams ("GLT") to determine which students need additional support and intervention, again based on the data. Because working in teams is an



important part of Summit Public Schools, these LT meetings also often consist of community building and faculty culture conversations.

Overall, Mr. Johnson consistently uses a mixture of his teacher, mentor and teacher leader hats to constantly reinforce self-directed learning behaviors to support student progress and build a positive school culture.

### Supplemental Programming

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

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

#### Expeditions:

The most significant co-curricular program at Summit Olympus is the required Expeditions program, during which students participate in authentic, real world experiences. Expeditions will also serve as another means for students to learn content in the strands of health and wellness, college and career, cultural awareness and the arts, and leadership and active citizenship. These courses will be intensive, hands-on experiences allowing students to explore their passions and interests, investigate careers, learn outside of school from professionals in all fields and industries, and gain essential life and knowledge skills. Expeditions are also an opportunity for students to reconnect with their communities and give back through service projects in a culturally responsive way. Expeditions may take several forms, from a yearlong course covering one subject (for example, to meet a visual or performing arts requirement), to a series of related but unique workshops, to an internship or independent study opportunity, to a community service project. A list of sample courses can be seen below:

Year-Long, All Day Courses	Year-Long, Half Day Courses	Workshops
<ul style="list-style-type: none"> <li>• Visual Arts I</li> <li>• Visual Arts II</li> <li>• Drama I</li> <li>• Drama II</li> <li>• Spoken Word</li> <li>• Hip Hop</li> <li>• Computer Science and Information Technology</li> <li>• Internship &amp; Career Class</li> </ul>	<ul style="list-style-type: none"> <li>• College Readiness</li> <li>• Service Learning</li> <li>• Psychology</li> <li>• Global Studies</li> <li>• In-Depth Study of the Holocaust and Genocide</li> <li>• Career Readiness</li> <li>• Forensics – Debate</li> <li>• Forensics – Interpretive</li> <li>• Yoga / Balanced Living</li> <li>• Music Production</li> <li>• Video Production</li> <li>• Poetry</li> </ul>	<ul style="list-style-type: none"> <li>• Intro to Photography</li> <li>• Guitar Basics</li> <li>• Financial Literacy 101</li> <li>• Sex Ed and Healthy Relationships</li> <li>• Emotional Intelligence and Leadership</li> <li>• Philanthropy</li> <li>• AP Boot Camp</li> <li>• Cartooning</li> <li>• Community/School Mural Project</li> <li>• Improv Comedy</li> <li>• Solving Hard World Problems</li> <li>• Building Websites</li> </ul>

		<ul style="list-style-type: none"> <li>• Aspen Institute – Leadership</li> <li>• Making Board Games</li> <li>• Business and Investing Basics</li> <li>• US History Through Film</li> <li>• Art History</li> <li>• Technology</li> <li>• Event Planning</li> <li>• Managing a Sports Team</li> <li>• Mock Trial</li> <li>• Cooking &amp; Nutrition 101</li> </ul>
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Students’ learning during Expeditions will be assessed using publishable and publicly presented performances that students will produce. These products will require students to apply their content knowledge, cognitive skills, and Habits of Success to earn passing grades. Expeditions will be the structure through which students complete their non-course related high school graduation requirements, including the VPA, Health and Fitness, and Occupational Education requirements. Students will also complete the state required “Culminating Project” and “High School and Beyond Plan” during their Expeditions period.

Additionally, it should be noted that the Expeditions program is not taught by Summit Olympus core subject teachers, but rather by full time school employees hired to teach Expeditions. This structure allows for all Summit Olympus teachers to have 8 weeks of structured professional development over the course of the school year. Expeditions staff are funded from Olympus’ operating budget. Families are informed of Expeditions through orientation sessions, promotional material about Summit Olympus, and the school calendar, since Expeditions are built into the school year.

**Other Supplemental Programming:**

Throughout the entire school year, before- and after-school extended time will be available to students who want to work on their Personalized Learning Plan or get 1-on-1 coaching from teachers during their Office Hours. This extended time will be an hour every morning and two hours every afternoon. Olympus expects that a majority of students will take advantage of this extended time, based on data from current Summit schools. Families will be informed of this opportunity in the Handbook and during family meetings with the student’s mentor, and struggling students will be strongly encouraged to take advantage of opportunities that exist during extended time.

Students’ mental, emotional, and social development and health needs will be met through Community Time, mentor one-on-one check-ins (see *School Calendar and Schedule*), and in various ways detailed in the *Special Populations* section.

**Special Populations and At-Risk Students**

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

1. Describe the overall plan to serve students with special needs, including but not limited to students with Individualized Education Programs or Section 504 plans; English Language learners; students identified as intellectually gifted; and students at risk of academic failure or

dropping out. The plan should address how the school will meet students' needs in the least restrictive environment.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

**Overview:**

Summit educators have developed and refined an entire school model that attempts to meet the needs of all learners, regardless of prior preparation or specific needs. Yet, Summit Olympus recognizes its legal and ethical requirements to best meet the needs of all learners, specifically for students identified as having special needs, who are English Language Learners, who are gifted, or who are at risk of academic failure or dropping out.

Summit Olympus will always be in compliance with all applicable state and federal laws regarding the provision of services to special populations and at-risk students, including Section 504 of the Rehabilitation Act, The Americans With Disabilities Act, The Individuals With Disabilities in Education Act, The Revised Code of Washington, and The Washington Administrative Code. Summit Olympus intends to provide special education instruction and related services in accordance with federal and state law.

Summit Olympus' mission is to prepare every single student for success in college and life. There are no exceptions to this mission. All adults in the Summit Olympus community believe that it is their responsibility to help every Summit student to achieve this goal. To that end, all of the structures and systems discussed in the academic program description are designed to provide each and every student with exactly the right type of instruction or support, based on their individual level of preparation and learning needs. Summit Olympus' commitment to constantly collecting and reporting data will allow teachers to identify students that are struggling immediately, rather than long after the ideal time to intervene. The high levels of differentiation, structure, and targeted support that are the highlights of many schools' programs for struggling/at-risk students are a key part of Summit's model for all students.

Summit Olympus recognizes, however, the need to be especially thoughtful about how to support the most at-risk learners. Summit Olympus will always aim to provide all special needs students with what they need in the least restrictive environment possible, following an "inclusion" model for providing services in class. For example, Olympus will encourage co-teaching, collaboration between Special Education teacher and core teachers, small group work, etc., all based on students' individual needs. To that end, Summit Olympus will offer a range of differentiated structures in the regular academic program to meet the unique needs of all students. All interventions and supports will be provided to and accessible by students throughout the course of their regular school day, as they need it, rather than in exclusive "support classes" for special needs students. Extra support can be accessed by students during the "extended day" time before or after regular school hours. Supports needed by struggling students will, for the most part, be provided to them in their regular classes. For example, a resource specialist (special education teacher) may "push in" to classes with high-needs to offer extra support to those students and teachers. As necessary, "pull out" classes will also be provided for students who need the extra support.

2. Identify the special populations and at-risk groups that the school expects to serve, whether through data related to the targeted district or neighborhood or more generalized analysis of the population to be served. Discuss how the course scope and sequence, daily schedule, staffing plans, and support strategies and resources will meet or be adjusted for the diverse needs of students.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

Data:

	Free and Reduced Price Meals	English Language Learners	Students with Disabilities	Foster Youth Served	Section 504 Students
Tacoma	70%	10%	13%	0.4%	2%

Explanation:

Special Education services are most effective when they are tailored specifically to the needs of each student. Summit Olympus is deferring opening for one year to the fall of 2015 so that it can gain a deep understanding of the expected student population and its unique needs, for the purpose of tailoring the school's program to meet those needs. The high level of support provided by the Summit Olympus program is indeed beneficial to all students, but it is especially beneficial to those students with special needs. Olympus' robust assessment system will ensure that all struggling students will be identified early, so that appropriate steps can be taken to ensure they are provided the supports they need, and all students will meet weekly with their mentor to discuss their Personalized Learning Plan ("PLP") and choose appropriate goals and strategies with regards to his or her specific learning needs.

Summit schools generally serve an equal or higher Special Education population than neighboring schools. Through innovative use of mainstreaming, resource classes, and school-wide support systems, special student populations at Summit schools thrive. Research confirms that most students with disabilities do far better in inclusive settings than exclusive ones, and that research will lead Summit Olympus teachers to always provide students with the least restrictive environment in which to learn. At-risk students perform better when this inclusive environment is paired with high levels of support, which is central to Olympus' program that has been described throughout. Nearly all Summit special education students (about 96%) take the mainstream college prep course load, and they have the same college acceptance rate (96%) as their fellow Summit graduates. The course scope and sequence, daily schedule, staffing plans, and support strategies and resources that Summit Olympus will utilize are modeled upon those used at all Summit schools. Since the expected special needs student population of Summit Olympus is comparable to that of other Summit schools in California, Olympus' founders believe its program will adequately serve the diverse needs of the students of South Tacoma.

3. Explain more specifically how you will identify and meet the learning needs of students with mild, moderate, and severe disabilities in the least restrictive environment possible. Specify the programs, strategies, and supports you will provide, including the following:
  - a. Methods for identifying students with special education needs (and avoiding misidentification);
  - b. Specific instructional programs, practices, and strategies the school will employ to provide a continuum of services; ensure students' access to the general education curriculum; and ensure academic success for students with special education needs;
  - c. Plans for monitoring and evaluating the progress and success of special education students with mild, moderate, and severe needs to ensure the attainment of each student's goals as set forth in the Individualized Education Program (IEP);
  - d. Plans for promoting graduation for students with special education needs (high school only); and
  - e. Plans for qualified staffing adequate for the anticipated special needs population.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

### **Students With Disabilities:**

Summit Olympus' robust collection and analysis of data will allow us to identify struggling students quickly and accurately, such that teachers can develop effective responses that will be determined, delivered, and monitored with equal speed and accuracy.

The following provisions summarize the manner in which Summit Olympus will serve its students with disabilities:

- It is understood that all children will have access to Summit Olympus and no student shall be denied admission due to disability.
- Summit Olympus shall comply with the Individuals with Disabilities in Education Improvement Act of 2004 ("IDEA"), Section 504 of the Rehabilitation Act ("Section 504") and the Americans with Disabilities ("ADA").
- Summit Olympus shall be solely responsible for compliance with Section 504 and the ADA.
- Summit Olympus agrees to implement a Student Study Team ("SST") Process, a regular education function, which shall monitor and guide referrals for Section 504 and special education services.

### **Section 504 of the Rehabilitation Act**

Summit Olympus recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of Summit Olympus. Any student, who has an objectively identified disability which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the School.

A 504 team will be assembled by the Executive Director and shall include the parent/guardian, the student (where appropriate) and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team who will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities, as well as other tests and evaluation materials.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives the free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a

variety of sources, including, but not limited to, assessments conducted by the School's professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The site administrator will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

### **Staffing**

All special education services at Summit Olympus will be delivered by individuals or agencies qualified to provide special education services as required by state and federal law. Summit Olympus will be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. The School shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Olympus students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists. Resource specialists at Summit Olympus will be the initial providers of services and support to students with special needs, and Summit Olympus will contract with other professionals, such as school psychologists, youth counselors, speech pathologists, etc. to provide those services to students as they are needed. The precise makeup of this team will be reevaluated on a year to year basis based on the anticipated student population. Summit Olympus' initial plan is to hire one resource specialist during its first year of operation, as all other Summit schools have done in the past. Summit Olympus believes that this plan will be adequate for the expected population, since the percentage of all special needs student subgroups in South Tacoma is equal to or less than at existing Summit schools, where the program has been successfully serving those students.

### **Notification and Coordination**

Olympus shall follow state and federal law for responding to implementation of special education services. Olympus will adopt and implement policies relating to all special education issues and referrals

### **Identification and Supports**

Summit Olympus will employ a Response to Intervention ("RtI") framework that facilitates the identification of students with disabilities in compliance with the Child Find requirements of IDEA. Summit Olympus will then utilize the Student Success Team ("SST") process to ensure the appropriate interventions are delivered to each student. RtI is the ideal philosophy for Summit Olympus' mission, since it supplants the antiquated "wait to fail" methods of identifying students with disabilities. Summit Olympus places a great emphasis on the collecting and reporting of data (through its assessment system), and this process allows teachers to identify struggling students early. The RtI process aims to provide targeted, research-based interventions to students as early as possible after they are identified.

At Summit Olympus, the SST is integrated as part of each Grade Level Team ("GLT"). GLTs meet on a weekly basis (discussed in detail in the *Professional Development* section) to identify students of concern

based on individual student performance on daily and weekly assessments, as well as qualitative observation. When standard, common-practice (Tier 1) interventions do not address a student's needs, the GLT will invite parents, the student, a school leader, and/or a Special Education teacher to their weekly meeting to develop more intense (Tier 2) interventions. (See chart on next page for a *description of the supports* provided in each tier.) If students do not respond to those interventions, another more formal SST meeting is called to implement the most intense interventions (Tier 3) of the general education program. Any parent can refer his or her student to the SST at any time. In such instances, the GLT will communicate with the parents to understand their concerns and plan interventions as necessary. If a student does not respond to Tier 3 interventions, a referral is made to assess for Special Education to gather more information about the student's learning needs. Tier 4 or 5 interventions would be considered at that point, and they may include services from external contracted professionals, such as psychologists, counselors, or therapists.

Summit Olympus is committed to serving students with Individualized Education Programs ("IEP"s) immediately upon entering the school. For all newly enrolled students, Summit Olympus resource specialists will review the student's record from the previous school year to determine whether the student has previously been evaluated or classified as a student with special needs. For students who enroll from another school with a current IEP, the school will conduct a transitional IEP meeting within 30 days. Prior to such meeting a pending agreement on the new IEP, the school shall implement the existing IEP, to the extent practicable or as otherwise agreed between the school and the parent. For students already enrolled at the school, Summit Olympus may decide to refer any student for an IEP assessment at any point during the RtI process described above. A copy of that referral along with the procedural safeguards notice described in WAC 392-172A-03000 will be sent to the student's parents. The resource specialist teacher will convene a meeting with the student's parents to discuss the option of psycho-educational testing to determine the child's Special Education eligibility, and to secure written parental consent to conduct such testing. Once the tests have been conducted and the results are received, an eligibility meeting will be reconvened with the SST. At that time, a decision will be made as to the student's eligibility for special education services. In compliance with WAC 392-172A-03005, evaluations and decision about eligibility will be made within 35 school days after the date that written consent for the evaluation is provided by the parent. If the student is eligible for special education services, an IEP team will be formed that includes members outlined in WAC 392-172A-03095, and an IEP for that student will be developed within 30 days.

Parents may also request an assessment for Special Education at any point throughout the school year. This request must be made in writing. The school will have 25 days from the date that a written request is submitted to determine whether or not to evaluate the student. If the decision is made to assess the student, then the appropriate consents will be obtained from the parent and the process will proceed (in adherence to the timelines) as described above.

In addition to the core educational program described above, a summary of typical support systems offered to students for each tier is described below. Special Education students are those receiving Tier 4 or 5 supports. Summit Olympus will always strive to provide these supports in the least restrictive environment.

Student Experience	Faculty Expectations	Resources
<b>Tier 5 - Students require all mainstream supports, plus special education to be prepared</b>		
<ul style="list-style-type: none"> <li>✓ IEP with services</li> <li>✓ Resource support</li> <li>✓ Speech and language therapy</li> <li>✓ Occupational therapy</li> <li>✓ Hearing</li> <li>✓ County mental health</li> <li>✓ Modifications to program / curriculum</li> </ul>	<ul style="list-style-type: none"> <li>✓ Write PLOPs ("Present Level of Performance") as needed</li> <li>✓ Attend IEP meetings as needed</li> <li>✓ Implement modifications / accommodations</li> </ul>	<ul style="list-style-type: none"> <li>✓ Resource specialist</li> <li>✓ School psychologist</li> <li>✓ Contracted therapists</li> <li>✓ 15 to 20% of administrators' time</li> </ul>
<b>Tier 4 - Students require level one, two, and three, plus level four mainstream supports to be prepared</b>		
<ul style="list-style-type: none"> <li>✓ 504 plan with accommodations</li> <li>✓ Extensive personal mentor support</li> <li>✓ Grade level interventions / plans</li> </ul>		<ul style="list-style-type: none"> <li>✓ 10 to 15% of administrators' time</li> <li>✓ Intervention documentation template</li> <li>✓ 504 plan template and policy</li> </ul>
<b>Tier 3 - Students required level one, level two supports, and level three mainstream supports to be prepared</b>		
<ul style="list-style-type: none"> <li>✓ Mandatory Extended School Day (Teacher Office Hours, Tutoring)</li> <li>✓ Additional mentor support</li> </ul>	<ul style="list-style-type: none"> <li>✓ 8 to 12 hours of Support to student during Extended Day time, before or after school.</li> <li>✓ Email and phone contact with home</li> </ul>	<ul style="list-style-type: none"> <li>✓ Scheduled, coordinated time with students needing additional support</li> <li>✓ Designated grading days</li> </ul>
<b>Tier 2 - Students require level one program plus additional mainstream supports to be prepared</b>		
<ul style="list-style-type: none"> <li>✓ Office Hours</li> <li>✓ Extended School Day</li> <li>✓ Peer Tutoring</li> </ul>	<ul style="list-style-type: none"> <li>✓ Two hours of office hours per work</li> <li>✓ Extended School Day</li> <li>✓ Consistent expectations for delivery of work on time</li> </ul>	<ul style="list-style-type: none"> <li>✓ A clear system for supporting assignment completion, resulting in ability to plan classes accordingly</li> <li>✓ Culture of revision and redemption</li> </ul>
<b>Tier 1 - Students are prepared through basic mainstream program</b>		
<ul style="list-style-type: none"> <li>✓ Daily classroom experience</li> <li>✓ Illuminate posts</li> <li>✓ Homework completion</li> <li>✓ PLP development and annual meeting</li> <li>✓ Final exam review sessions</li> <li>✓ Independent Learning</li> </ul>	<ul style="list-style-type: none"> <li>✓ Course content is WA standards based or common core based</li> <li>✓ Student centered pedagogy</li> <li>✓ Vertically and interdisciplinary planned curriculum for skill development – includes spiraling</li> <li>✓ Differentiated instruction</li> <li>✓ All students are engaged (talking about and manipulating content 90% of each class period)</li> <li>✓ Homework is limited to 30 minutes per day per class</li> <li>✓ Homework is meaningful and extends learning</li> <li>✓ Longer assignments are chunked with frequent checks</li> <li>✓ 100% extended time for all on tests and exams</li> <li>✓ No more than one mastery in total schedule / per day</li> <li>✓ Connections teaches academic literacy skills</li> <li>✓ Extensive scaffolding is used to support skill development</li> <li>✓ No assigned work during vacation</li> <li>✓ Students are assessed using multiple modes</li> <li>✓ Assessments are designed to allow students to demonstrate mastery of course content standards</li> <li>✓ SDAIE methodology</li> <li>✓ Common behavior norms / expectations with consistent follow-through</li> </ul>	<ul style="list-style-type: none"> <li>✓ 38 days for professional development, collaborative planning and student logistics</li> <li>✓ 2 hours of common planning time with vertical team daily</li> <li>✓ 1 hour grade level team meetings weekly</li> <li>✓ 4 sections only</li> <li>✓ Class size of 28</li> <li>✓ 1 prep only</li> <li>✓ 122 students max</li> <li>✓ Looping and/or teaching same subject two or more years in a row</li> <li>✓ Uninterrupted teaching time (no assembly schedules, minimum days, announcements, etc...)</li> <li>✓ Peer coaching</li> <li>✓ Induction mentors</li> <li>✓ Existing / developed curriculum for each course (available to all)</li> <li>✓ 25% time administrator for connections coordination</li> <li>✓ Existing / developed curriculum for connections</li> <li>✓ Personalize Educator Plans ("PEP"s) connected to professional development</li> <li>✓ Decision-making authority in school policy and procedure</li> </ul>

**Evaluation:**

For all students receiving Special Education services, the IEP team will meet annually, in adherence to IDEA and WAC 392-172A-03110 to determine whether the annual goals for the student are being achieved and to revise the IEP as appropriate to address any lack of expected progress toward annual goals and in



the general education curriculum. In addition, the resource specialist will report progress on IEP goals concurrently with the general education student grade reporting schedule.

### Assessments

The term “assessments” shall have the same meaning as the term “evaluation” in the IDEA, as provided in Section 1414, Title 20 of the United States Code. Olympus will determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. Olympus shall obtain parent/guardian consent to assess their students.

### Plans for Promoting Graduation:

It is our expectation that all students will meet requirements for graduation. For special education students, this will include either a Certificate of Academic Achievement (“CAA”) or Certificate of Individual Achievement (“CIA”). IEP teams will be proactive and intentional, ensuring that by the end of 9<sup>th</sup> grade, IEP goals and strategies that will ensure successful graduation are in place and supported by the student’s entire educational community. Summit Olympus will also create Individual Transition Plans (“ITP”) for all IEP students before they turn 16. The ITP contains the results of transition assessments given to each student, which inform measureable post-secondary goals in the areas of education or training, employment, and as appropriate, independent living. These goals are updated annually, and have associated services, activities, and coursework to help guide the student towards their post-school goals.

### Other

Olympus will also abide by all applicable state and federal laws as they relate to non-public placements/non-public agencies, non-discrimination, parent/guardian concerns and complaints, and due process hearings.

4. Explain how the school will meet the needs of English Language Learner (ELL) students, including the following:
  - a. Methods for identifying ELL students (and avoiding misidentification);
  - b. Specific instructional programs, practices, and strategies the school will employ to ensure academic success and equitable access to the academic program for these students;
  - c. Plans for monitoring and evaluating the progress and success of ELL students, including exiting students from ELL services;
  - d. Means for providing qualified staffing for ELL students.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

### ELL Students:

Summit Olympus will meet all applicable legal requirements for English Learners as it pertains to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements, including all those described by WAC 392-160. Summit Olympus will implement policies to assure proper identification, placement, evaluation, and communication regarding ELLs and the rights of students and parents.

### Key Strategies:

Summit Olympus will provide a personalized education for each student, to meet their individual learning

needs in a manner that will best prepare them for success in college. English Language Learners may require additional supports for developing the cognitive skills and content knowledge that accelerate their progress towards college readiness.

All students receive the supports they need to help them learn the content and skills required of college-bound students. Some of these supports are particularly helpful for ELL students:

- SDAIE strategies and techniques (including multi-modal learning activities, adaptive curricular resources, additional time, and scaffolded writing and reading structures)
- Personalized Learning Plans
- Interactions with teachers credentialed in English learner methodologies
- A bank of developmentally appropriate, standards-based learning materials that provides multiple access points into content
- Dedicated time with a mentor, who has access to a range of data about how each student is progressing towards competence in the domains of content acquisition, cognitive skill development, psychological factors in learning, and English language acquisition
- Adaptive reading supports such as Reading Plus
- Flexible time for submission of written work, with multiple opportunities for revision, feedback, and support
- Optional and mandatory structures (depending upon a student's demonstrated progress) for additional teacher time and support, including Office Hours and additional Personalized Learning Time
- Personal support and a growth plan built into Expeditions course time

All entering Summit Olympus students will be given a Home Language Survey. All students who indicate that their home language is other than English will take the WELPA placement test within ten days of initial enrollment. They will take the test each year thereafter to reassess their need for ELL services. Summit Olympus will notify all parents of its responsibility for administering the test and reporting the results within 10 days from receipt.

For students who enter Summit Olympus in the ninth grade with WELPA Placement Tests scores of 2 or above, or with NWEA MAP Reading scores indicating a "late elementary" or above, our mainstream program provides the necessary supports to accelerate their learning. Although some students require an additional semester or year in order to develop language skills while mastering college-ready skills and content, our overt emphasis on differentiated literacy development for all students is ideal for motivated English Language Learners.

For other students requiring a sheltered environment to move from the phase of "learning to read" to that of "reading to learn," we offer dedicated time and instruction to support that growth. Students who test at a validated WELPA level 1 and a NWEA MAP Reading "non-reader" or "early elementary reader" level receive sheltered support from a credentialed English language acquisition instructor (either a Resource Specialist or Language Teacher at Olympus). This sheltered support is offered as a regular course concurrent to mainstream courses, and thus allows students to socialize with their peers in mainstream courses while getting focused support in an ELL course. Students will not be removed from any of their traditional classes – rather, this class may replace a foreign language class. Additionally, students in sheltered ELL have dedicated work time and materials, during the regular academic day, to engage in additional experiences that support their acquisition of language in the context of a college ready

curriculum. Thus, students access the content that is developmentally appropriate for them while having the dedicated time and support that they need to gain fluency in reading, writing, listening, and speaking in English.

5. Explain how the school will identify and meet the learning needs of at-risk students as defined in RCW 28A.710.010(2). *“At-risk student” means a student who has an academic or economic disadvantage that requires assistance or special services to succeed in educational programs. The term includes, but is not limited to, students who do not meeting minimum standards of academic proficiency, students who are at risk of dropping out of high school, students in chronically low-performing schools, students with higher than average disciplinary sanctions, students with lower participation rates in advanced or gifted programs, students who are limited in English proficiency, students who are members of economically disadvantaged families, and students who are identified as having special educational needs.*

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

**Overview:**

Educational research and best practices in pedagogy indicate that “at-risk students” benefit from learning experiences that are relevant to their lives. These students are best served by differentiated school practices such as multiple modes and measures of student progress, clear and high expectations, and a highly supportive learning environment (Shulman, Lotan, and Whitcomb). Research also shows that such students benefit from placement in heterogeneous classrooms and schools, which better reflect the community at large and will be more representative of their college experience. The learnings from this research apply to all students, and they form the basis of Summit Olympus’ broad and deep assessment system, which provides all students multiple ways to “show what they know.” Teachers also have the information they need to accurately and quickly identify struggling students and provide them with the supports they need.

At-risk students will be thoroughly integrated into the entire student body and participate fully in all aspects of the curriculum. Summit Olympus teachers are using the well-researched and documented pedagogical strategies of Complex Instruction and heterogeneous group work to support these students in the content standards based courses. Additionally, online learning and assessment tools will be employed to ensure that students’ academic needs are quickly and accurately diagnosed, and that instruction is targeted to the zone of proximal development of each child. Thus, students progressing at the optimal learning pace, teachers utilizing materials most appropriate for each student’s learning needs, and teachers fashioning learning experiences that promote optimal engagement in the material are cornerstones of the academic program at Summit Olympus. The student, his/her parent or guardian, and his/her mentor determine what additional supports are needed and should be accessed through the Personalized Learning Plan. These supports can consist of daily tutoring by peers or adults, weekly office hours held by each teacher, subject specific workshops to re-teach previously learned concepts or material, and one-on-one and small group sessions with the teacher during the Expedition periods. Each student’s progress is regularly monitored by his/her mentor.

Summit Olympus also recognizes that some of the most at-risk students experience challenges in multiple domains, including behavioral and social-emotional ones. The Habits of Success continuum is a great tool that mentors can use to assess and guide students’ behavioral, social, and emotional growth, and structures such as Community Time and Mentor Time provide opportunities for students to discuss personal issues with their peers and with trusted adults. Summit Olympus will also utilize Behavior Intervention Plans, usually created and implemented through the SST process, for students with more

severe behavioral concerns. A student's SST, including his or her parent(s), will meet regularly to discuss behavior issues and create a plan to address them, so that the student can learn alternative behaviors. Generally, the team will try to identify the function of a behavior, and replace it with a more appropriate, culturally responsive functional behavior. For example, a student may "yell out" in class to gain the teachers attention when they are overwhelmed and need a break, and a functional replacement may be to provide the student with a card to hold up when he or she is feeling overwhelmed. The SST will discuss and implement such plans uniformly across classes to provide consistency to students as they learn to control their behaviors. Students' growth will be assessed with guidance from the Habits of Success continuum, to determine if the structures being utilized are having the desired effect. Of course, for students whose needs are too severe to be addressed by behavior plans, Summit Olympus will contract with external mental health service professionals to provide individual or group counseling and other services.

The following list provides examples of the methods by which Summit Olympus will serve its academically low achieving/at risk students. These services are available to all Summit Olympus students.

**Faculty Office Hours:** For six hours each week, the student's classroom teachers hold office hours outside of normal school hours. The teachers have a rotating schedule to ensure that every student can see all five of his/her classroom teachers at least 30 minutes per week, in a small group or individual session. Academically low-achieving and at-risk students are encouraged - and often commit in their Personalized Learning Plans - to attend these sessions on a weekly basis. During the sessions, the teachers re-teach material, provide additional support for completing assignments, provide additional individualized instruction, and offer alternative assessments.

**Tutoring:** Monday through Friday, outside of normal school hours, Summit Olympus provides tutoring for students. Students have the option of a peer tutor or a volunteer adult tutor. Tutors are appropriately matched, given each individual student's needs, and are available in all courses. Tutors provide support on current assignments and course work, and they provide remediation help for students missing skills or with poor academic literacy.

Upon student request or teacher recommendation, academically low-achieving and at-risk students meet on a weekly basis with a time management/organization consultant who teaches the students to organize and manage their time, assignments and work. The consultant subsequently monitors their efforts.

**Faculty Discussions / Interventions / Individual Plans:** During bi-weekly faculty meetings, all grade level teachers meet and discuss individual academically low-achieving and at-risk students. The discussions focus on tracking progress, identifying areas of need and effective strategies for working with the individuals.

All grade level teachers meet with at-risk students and their parents when necessary throughout the semester in "intervention" meetings. The result of such meetings is a plan that has consensus on how to support the individual student, with specific responsibilities delegated to the student, parents and teachers. The student's mentor monitors the plan to ensure that it is followed.

6. Explain how the school will identify and meet the needs of highly capable students, including the following:
  - a. Specific research-based instructional programs, practices, strategies, and opportunities the school will employ or provide to enhance their abilities;

- b. Plans for monitoring and evaluating the progress and success of intellectually gifted students; and
- c. Means for providing qualified staffing for intellectually gifted students.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

### High Achieving Students:

Summit Olympus defines “highly capable students” as those who have been assessed to have superior intellectual ability as demonstrated by one or more of the multiple criteria in WAC 392-170-040. Summit Olympus’ wide range of assessment methods, administered to all students, will allow teachers to identify highly capable students early in the year and tailor projects so that they continue to learn and be challenged. Teachers differentiate projects for highly capable students by facilitating deeper exploration of the topic or helping them create a product of publishable quality. The Cognitive Skills and Habits of Success Rubrics include descriptors for skills developed through the “pre-professional” level. This allows all student work to be assessed beyond the school and state requirements, and it allows all students to continuously pursue challenging academic material. The differentiated curriculum regularly provides academically high-achieving students with opportunities to deepen their study of concepts and subject matter, via specialized projects and assignments. The progress of intellectually gifted students will be monitored and evaluated through the PLP tool.

All of the core content areas will offer at least one, if not two, Advanced Placement (AP) Courses. Further, these highly capable students will be invited to use PLT time or an Expeditions period(s) to complete additional units of independent study that extend the curriculum and prepare the student to earn higher scores on advanced placement exams. Summit Olympus teachers will facilitate such additional challenges. All teachers will participate in extensive professional development that will enable them to identify needs and strengths, provide challenging curriculum and instruction, and evaluate progress for all students, including highly capable ones.

Finally, Summit Olympus’ personalized learning structure encourages academically high-achieving students to concurrently enroll in community college courses for more advanced study, and it provides them with the resources to pursue those opportunities.

### Student Recruitment and Enrollment

1. Explain the plan for student recruitment and marketing that is culturally inclusive and will provide equal access to interested students and families. Specifically describe the plan for outreach to at-risk students.
2. Provide, as **Attachment 6** the school’s Enrollment Policy, which should be culturally inclusive and include the following:
  - a. Tentative dates for application period; and enrollment deadlines and procedures, including explanation of how the school will receive and process Intent to Enroll forms;
  - b. A timeline and plan for student recruitment/engagement and enrollment;
  - c. The lottery procedures that will be used should student interest exceed capacity;
  - d. Policies and procedures for student waiting lists, withdrawals, re-enrollment, and transfers; and
  - e. Explanation of the purpose of any pre-admission activities for students or parents.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

Summit Olympus will strive to recruit a heterogeneous student population that will be reflective of the student population of South Tacoma (see statistics in the *Executive Summary*). The plan will be tailored to the needs of the community and will be broad enough to reach all types of at-risk students. Summit

Olympus will engage in a variety of strategies to achieve this diverse student population – in terms of race, ethnicity, socioeconomic status, special needs, and level of preparation. This outreach has already begun with the community engagement work done to date (see *Family and Community Involvement* section). It will continue on a regular basis until the school's opening in the Fall of 2015, led by both the Chief Regional Officer and the Executive Director of Olympus. These strategies and timelines are detailed in **Attachment 6**, and include:

- Outreach efforts, information nights, and recruitment events via neighborhood groups, community organizations, churches, district middle schools, public libraries, and community members.
- Particular emphasis on conducting the above activities in neighborhoods where middle schools are chronically underperforming and are thus serving high numbers of at-risk students. Meeting regularly with parents and leaders of key community-based organizations in these neighborhoods to reach other parents through the most appropriate venue for South Tacoma families. Providing childcare and other supports to ease the burden on at-risk families to attend information nights, etc.
- Enrollment timeline and process that allow for a broad-based recruiting and application process.
- Marketing brochures and TV/radio public service advertisements targeted toward a broad and diverse population, in many languages and in hyper-local publications.
- Each year Summit Olympus shall review its racial and ethnic balance and these policies to determine which policies and practices are the most effective in achieving a diverse student population.

Summit's newest school opening in West Contra Costa County in fall 2014 is taking a similar approach to student outreach, focusing on the most at-risk students. As of last month, nine months before the school will open, this approach has already generated applications for more than half the class. The vast majority of those applications are from at-risk students, so Olympus is confident it will have similar success with its outreach.

## Student Discipline

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

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

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

Overview:

As with the rest of the program, the discipline policy at Summit Olympus is designed to help all students

move towards college readiness. Teachers will always approach discipline issues as “teachable moments,” focusing on providing growth opportunities for students. The research-based “Habits of Success” are essential to good discipline. Students will be learning and practicing these skills throughout each day, and they will have opportunities to assess and discuss their growth along the continuum with their mentors every week. Students with particular issues or areas of needed growth can work with their teacher and family to build a behavioral growth plan into their learning goals and PLP. Program elements such as Community Time and one-on-one check-ins are specifically structured to focus heavily on these Habits of Success.

Though Summit teachers will always try first to turn disciplinary issues into teachable moments, there are times when more severe action is necessary. Actions in these circumstances are summarized below, and described in detail in Attachment 7.

The Discipline Plan described at a high level below has been successfully used with diverse student populations in Summit’s schools in California. The results have been vastly lower suspension rates than the surrounding districts (~1% in Summit schools versus ~20% in the local districts), as Summit teachers focus on keeping students in school while dealing with discipline issues. Olympus believes that this approach, based on 10 years of Summit experience in California and best practices of keeping students in school when possible, will be effective with the diverse students of South Tacoma.

### **Graduated Discipline Plan**

If a student behaves in a way that impacts one of the following targets, in a classroom (or anywhere on campus), they will be subject to Summit Olympus’ Discipline Policy:

- All Summit Olympus community members are physically and emotionally safe at all times
- Summit Olympus provides a positive and productive learning and working environment for all community members

### **Levels of Discipline Plan**

1. Incidents that distract others from learning: Behavior is dealt with in classroom by teacher. Teacher may use this incident as a teaching opportunity (“teachable moment”) that aligns with Summit values. Depending on incident, teacher may also refer behavior to student’s mentor for further discussion of appropriate and non-appropriate behavior in a culturally responsive way.
2. Serious behavior incidents will result in an automatic referral to Executive Director’s office, where the student will fill out a Reflection Sheet. The incident will be recorded in school records and reflection sheet will be passed along to mentor for further communication about the incident. The reflection sheet allows Olympus’ discipline to take into account the background and needs of the specific student.
3. Each reflection sheet will result in a conference with the Executive Director in which students will reflect on their behavior, create plans to help address any issues they have, and come away with strategies to manage their behaviors. We have found this to be successful with diverse student populations such as those in South Tacoma.
4. For severe or persistent offenses, mentor will set up meeting with parents to develop a Behavior Strategy Plan that is reflective of the student’s background, culture, and needs.
5. While some actions warrant immediate suspension or expulsion, others do not. Nonetheless, a student can be recommended for suspension upon receipt of 3-5 Reflection Sheets. A student can be recommended for expulsion upon receipt of 3 suspensions in any academic year.

Olympus' ultimate goal is to retain every student in school, at our school. With a focus on growth, reflection, and clear expectations in our discipline plan – a plan that is largely based on the work of Lee Canter and William Glasser – we are confident we can achieve this goal.

The Discipline Policy for the school will be shared with students and families through the many orientation activities, in the Parent and Student Handbook, before and during school, as well as during school information sessions for prospective applicants.

## Conversion Schools

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

1. Provide a detailed plan that demonstrates that the conversion school will have sufficient capacity to enroll all students who wish to remain enrolled in the school after conversion.
2. Provide, as **Attachment 8** evidence of demonstrated support for the proposed conversion in the form of a petition signed by a majority of teachers assigned to the school and/or a petition signed by a majority of parents of students in the school.
3. Provide evidence of the organization's prior experience in taking over or turning around an under-performing school and the ways in which the group will engage and transform the existing school culture.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

Not Applicable. Summit Olympus will be a new charter school.

## Family and Community Involvement

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

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

### Family and Community Involvement:

Summit's model was developed around the fundamental premise that students, families, and the community are integral to a school's success. Thus, there are dozens of ways that Olympus will engage families and the community to learn their unique needs and gain input on how to best tailor the program to fit those needs, just as Summit has done in California when growing to new communities. Furthermore,



parents and the community will be integral to the ongoing life of Olympus, from students' mentors acting as their family advocate; to community organizations and individuals playing a central role in Expedition; to the Ambassadors group (see below); to meetings between parents, students, and teachers about each student's PLP. The list goes on. Summit sees families and communities as assets, so the model is designed to truly integrate them.

The primary way in which the community will be involved in the development of Olympus is through **two-way dialogues at community meetings**. These meetings will be facilitated by Olympus' Executive Director ("ED"), who will be hired one year before the school opens to get to know the community and its needs. Through community meetings, church meetings, door to door conversations, open houses at local non-profits, and one-on-one meetings, the ED will gain input from those community members on how to structure Olympus' program to best fit their needs.

Many of these conversations have already begun, with community members and parents providing valuable input on Olympus. Summit Olympus' start-up team has partnered closely with the Washington State Charter Schools Association ("WA Charters") to build community relationships with individuals and organizations across Tacoma. Specifically, we held one community-wide event and a more intimate dinner in October and November in Tacoma. Close to 75 community members – parents, teachers, leaders of community-based organizations, political leaders, and more – attended these outreach events to share their input with Olympus leadership. At both events, Summit staff engaged in meaningful dialogue with these community members about the needs in South Tacoma, with the goal of learning as much about the community as possible to inform the school design, as well as sharing information about the Summit model. Additionally, we've met with the Tacoma Public Schools Deputy Superintendent; leaders at Vibrant Schools Tacoma, the Peace Community Center, Stand for Children Tacoma, the Black Education Strategy Roundtable, and the Greater Tacoma Community Foundation; Tacoma City Council member and President of the Tacoma Urban League; the Mayor of Tacoma; and parents in South Tacoma, all of whom provided input on Olympus.

The second significant way in which the community will be involved in the development of Olympus is through the **"Summit Ambassadors" program**. A diverse group of community leaders and parents will be visiting Summit's existing schools in California this December to learn about the model and provide Olympus' start-up team with input and feedback on how the model can be translated to communities in South Tacoma. The outcome of our community engagement work to date is that two community leaders and one political leader have already committed to visiting our California schools next month and sharing back what they learned and saw. (See the *Advisory Bodies* section for more information on the Ambassadors group.)

Between now and when Olympus plans to open in fall 2015, the Summit Olympus start-up team will engage families and community members in a variety of ways, discussed in detail in the Student Recruitment and Enrollment section. SPS-WA's Chief Regional Officer for Washington will focus primarily on building strong relationships with community members as soon as she starts on January 1, 2014. Summit Olympus will frequently assess the level of diversity of its engaged parents, students, and community members, using surveys and enrollment data, and proactively reach out to underrepresented groups. Once a facility is identified, Olympus will narrow its focus to the South End, East, and/or Hilltop as it continues outreach efforts.

Finally, local community-based organizations and businesses will serve as central partners for the Expeditions program. In addition to the Chief Regional Officer, there will be a full-time staff person in the

WA Regional Office devoted to building these relationships for the Expeditions program. We also plan to have a deep partnership with the University of Washington and other schools of education in the Puget Sound region.

### **Parent Participation:**

As the school is being established to serve the needs of the students, it is imperative that families are actively involved. Summit Olympus will encourage all parents to form a Parent Organization which will be established to facilitate communication between all members of the school community and to bring needed human resources to help meet Summit Olympus' goals and objectives. The parent organizations established by the parents of students at Summit's schools in California have been very successful at raising additional funds for and planning school events, creating consistent and clear communication about the school to all parents, organizing parent volunteers, collecting other parent feedback and input, and supporting the faculty in numerous other ways.

Summit Olympus strongly encourages all parents or guardians of Olympus students to contribute approximately 30 hours (Community Hours) per family each school year. There are a variety of on-site and at-home; short-term and ongoing; day-time and evening opportunities in which families can participate. How much time and in what ways families contribute to the school is flexible, acknowledging that families are under different constraints for their time. The assignment, managing, and tracking of community hours are the responsibility of the Parent Organization, with the input and assistance of the Executive Director. All membership responsibilities, job descriptions and procedures for the organization will be outlined in the Student and Parent Handbook. All parents and guardians are notified of their responsibilities and the expectations of them via the Handbook that is distributed during orientation.

### **Other Opportunities for Parent Involvement**

In addition to community hours, Summit Olympus parents are strongly encouraged to become actively involved in school activities and in their child's education. Several opportunities for parent involvement exist and include:

- Parents participate in the annual development of their child's Personalized Learning Plan.
- Parents are encouraged to attend the several Parent Education Nights held each year. Evenings are planned by the Parent Organization in conjunction with the school administration. Meetings address such topics and college preparation, financial aid, SAT prep, school finances, and organizational planning.
- Parents are invited to all school social functions.
- Parents are invited to be members of the Ambassador Advisory Body

### **Educational Program Capacity**

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

- b. Curriculum, instruction, and assessment;
- c. Performance management; and
- d. Family and community engagement.

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

2. Identify any organizations, agencies, or consultants that are partners in planning and establishing the school, along with a brief description of their current and planned role and any resources they have contributed or plan to contribute to the school’s development.
3. Identify the principal/head of school candidate and explain why this individual is well-qualified to lead the proposed school in achieving its mission. Summarize the proposed leader’s academic and organizational leadership record. Provide specific evidence that demonstrates capacity to design, launch, and manage a high-performing charter school. If the proposed leader has never run a school, describe any leadership training programs that (s)he has completed or is currently participating in.
4. Provide, as **Attachment 10**, the qualifications, resume, and professional biography for this individual. Discuss the evidence of the leader’s ability to effectively serve the anticipated population.

**--OR--**

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

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

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

This section will describe the individuals who will be responsible for the schools development over the next two years. Those involved in governance and management will be discussed in the following section.

The leader of Summit Public Schools Washington (SPS-WA) is Jen Davis Wickens, who will serve as the Chief Regional Officer for SPS-WA. After spending most of her life in Washington (specifically Seattle), Jen spent five years as a Founding Principal and VP of Teaching and Learning at Envision Schools in California. She then moved back to Washington and spent two and a half years providing educational leadership consulting for organizations such as Seattle Public Schools and WA Charters, and the League of Education Voters, to name a few. She received a MA in Education from Seattle University, received Principal training from New Leaders for New Schools, and was a Stanford Principal Fellow. Her knowledge of the education landscape in the Puget Sound area is extensive, her local connections are incredibly deep, and her educational leadership and strategic management skills will set up Olympus for success. Ms. Davis Wickens’ full biography and responsibilities are described in Attachment 11.

Starting January 1, 2014, Ms. Wickens will be working full-time to build community support for Summit Olympus, hire and coach a school leader, and build a Regional Office staff to support Summit Olympus. That Regional Office will include a Technology Manager, a Special Education Director, a College Director, an Expeditions/Community Partnerships Manager, and a Lunch/Operations/Facilities Manager, all of whom will receive direct coaching from their experienced counterpart in Summit’s California Central Office.

The most important reason that we plan to open Summit Olympus in 2015 rather than 2014 is so that we

can hire the Executive Director (“ED”) at least a full year before students even step foot into the building to start learning. Summit’s year zero ED program has provided training, guided experiences and intensive logistical support to each Director of the 6 Summit schools in California. This is a model Summit has honed well over the last 10 years and has been very successful. This approach gives the ED a year to ensure he or she fully understands the Summit model and the unique needs of the South Tacoma community. The ED will spend that time building community relationships, finding local partners, and having many one-on-one meetings with families. A description of qualifications and responsibilities of the ED can be found in Attachment 10. Additional school-level leadership at Olympus will include two Assistant Directors and an Office Manager. See the *Professional Development* section for more information on how these school leaders will be developed. Please see the *Staffing* section for a description of the timeline, criteria, and recruitment process for the ED.

Furthermore, Summit Public Schools Washington – and therefore Summit Olympus – will be supported by a highly experienced team of charter leaders in California. Half a dozen leaders from Summit Public Schools California, plus their teams, will be supporting Ms. Wickens, the Washington Regional Office, and Summit Olympus. These leaders are all experienced in opening charter schools and a summary of their expertise can be seen in the table below. Full bios for Summit Olympus’ entire leadership team can be found in Attachment 11. Additionally, details on the supports this Central Office and the Regional Office will provide to Olympus can be found in Attachment 11, and the delineation of roles between the Washington Board, California Central Office, Washington Regional Office, and Olympus can be found in the *Start-Up and Ongoing Operations* section.

	School Leadership	Administration	Governance	Finance	Curriculum	Instruction	Assessment	Performance Management	Family & Community Engagement
Tavener									
Arambula									
Wickens									
Carter									
Deane									
Parker									

Additionally, the Board of SPS-WA will be comprised of high capacity leaders in Washington, with skills and backgrounds spanning business, education, governance, administration, organizational effectiveness, law, finance, and more. See the Governance section for more detail.

Summit Olympus is partnering with multiple organizations to ensure successful operation. Our strongest partner to date has been WA Charters, which has contributed expertise on the landscape in Washington and the charter law itself. We are also partnering with funders, developers, and real estate experts to finance, secure, and renovate facilities (see *Facilities Plan*). The Charter Schools Development Center has also been a crucial partner in analyzing the charter landscape in Washington. As mentioned in the *Family and Community Involvement* section, Olympus will partner with dozens of community-based organizations and businesses for execution of its Expeditions programs. We will also partner with the University of Washington and other top education programs in Washington for talent recruitment.

*Footnote: We acknowledge that Section 1 has exceeded the page limit. While being as concise as possible, we needed extra space to truly answer each question and give the reader a deep sense of the Educational Program Design and Capacity of Summit Olympus. The excess pages used in Section 1 have been taken from pages not used in Sections 2, 3, and 4.*

**WHEN YOU HAVE COMPLETED YOUR ANSWER, LEAVE THE REMAINDER OF THIS PAGE BLANK.**

## Section 2. Operations Plan and Capacity

(25 pages)

### Governance

#### Legal Status and Governing Documents

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

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

#### Legal Status:

Summit Public Schools Washington (“SPS-WA”) will constitute itself as a Washington non-profit corporation pursuant to Washington law and will be a 501(c)(3) tax exempt organization. SPS-WA’s Amended Articles of Incorporation state:

*“The specific purposes of this Corporation are as follows: (1) to train, consult and advise Washington public school teachers and administrators, and to provide support and administrative services to Washington public schools; and (2) to manage, operate, guide, direct and promote one or more Washington public charter schools.”*

Pursuant to the second stated corporate purpose of SPS-WA, Summit Olympus will be operated by SPS-WA. SPS-WA shall be governed pursuant to the corporate bylaws which will be adopted by the Board of Directors of SPS-WA which shall be consistent with the terms of this charter and all other applicable laws. SPS-WA’s Articles of Incorporation, evidence of filing for federal tax exemption, and draft bylaws are included in Attachment 12.

Summit Public Schools (“Summit”) will be the sole statutory member of Summit Public Schools Washington with the rights and responsibilities outlined in the Summit Public Schools Washington bylaws, articles of incorporation and Washington law. Summit will also provide services as per the terms of a Service and License Agreement to be negotiated between SPS-WA and Summit; the services agreement will also include licensing rights from Summit to SPS-WA.

Summit Olympus shall operate autonomously from the Washington State Charter School Commission and Tacoma Public Schools, with the exception of supervisory oversight as required by statute. The Commission shall not be liable for the debts and obligations of SPS-WA or Summit Olympus, operated by a Washington non-profit, public benefit corporation or for claims arising from the performance of acts, errors, or omissions by SPS-WA or Summit Olympus, as long as the Commission has complied with all oversight responsibilities required by law.

#### Organization Charts

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

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

## Governing Board

1. Explain the governance philosophy that will guide the board, including the nature and extent of involvement by key stakeholder groups.
2. Describe the governance structure of the proposed school, including the primary roles of the governing board and how it will interact with the principal/head of school and any advisory bodies. Describe the size, current and desired composition, powers, and duties of the governing board. Identify key skills, areas of expertise, and constituencies that will be represented on the governing board. Explain how this governance structure and composition will help ensure that a) the school will be an educational and operational success; b) the board will evaluate the success of the school and school leader; and c) there will be active and effective representation of key stakeholders, including parents.
3. Identify all current and prospective board members and their intended roles. Summarize members' interests in and qualifications for serving on the school's board. In **Attachment 14** provide a completed and signed board Member Information Sheet, resume, and professional biography for each board member.
4. If the current applicant team does not include the initial governing board, explain how and when the transition to the formal governing board will take place.
5. If this application is being submitted by an existing non-profit organization respond to the following:
  - a. Will the existing non-profit board govern the new school, or has the school formed a new non-profit corporation governed by a separate board?
  - b. If the non-profit's current board will govern the charter school, what steps have been taken to transform its board membership, mission, and bylaws to assume its new duties? Describe the plan and timeline for completing the transition and orienting the board to its new duties.
  - c. If a new board has been formed, describe what, if anything, its ongoing relationship to the existing non-profit's board will be.
6. Explain the procedure by which board members have been and will be selected. How often will the board meet? Discuss the plans for any committee structure.
7. Describe the board's ethical standards and procedures for identifying and addressing conflicts of interest. Provide, as **Attachment 15**, the board's proposed Code of Ethics and Conflict of Interest policy. Identify any existing relationships that could pose actual or perceived conflicts if the application is approved; discuss specific steps that the board will take to avoid any actual conflicts and to mitigate perceived conflicts.
8. Describe plans for increasing the capacity of the governing board. How will the board expand and develop over time? How will new members be recruited and added, and how will vacancies be filled? What are the priorities for recruitment of any additional board members? What kinds of orientation or training will new board members receive, and what kinds of ongoing development will existing board members receive? The plan for training and development should include a timetable, specific topics to be addressed, and requirements for participation.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

### Governance:

SPS-WA will be governed by a Board of Directors (the "WA Board"). The WA Board will have strong local control over Summit Olympus and all other charter schools it operates in Washington. The WA Board members will be mission-driven, active, thoughtful, locally connected, adept in the skills needed to oversee successful charter schools, and highly involved. The WA Board shall be ultimately responsible for the successful operations and activities of Summit Olympus. It will do so by focusing primarily on creating, adopting and monitoring a long-term strategic plan and associated budget and employing and evaluating

the Executive Director of Summit Olympus. Its focus will be on ensuring that the school's students are achieving academic success, the program is operationally, financially and legally strong, and the leadership is in place to execute on the mission of SPS-WA, and by extension, Summit Olympus.

Summit will be the sole statutory member of SPS-WA. Summit, a California nonprofit corporation is governed by a Board of Directors ("CA Board"); the CA Board will hold the WA Board accountable to fulfilling its mission, achieving its educational objectives, and operating a fiscally and legally sound organization through its rights as a sole statutory members as well as oversight and accountability provisions to be detailed in a Service and Licensing Agreement to be negotiated between the CA Board and the WA Board. The WA Board will retain strong local control. The WA Board shall be governed in its operations and its actions by the corporate bylaws of the organization which shall be consistent with the charter and all other applicable laws. While the CA Board will nominate and appoint (and have power to remove) WA Board members, if necessary, to achieve the goals and outcomes of SPS-WA and to protect the Summit brand name, the WA Board shall be ultimately responsible for the operation and activities of Summit Olympus.

The WA Board will consist of at least three members and shall not exceed nine members. Each WA Board member will serve a three year term. Terms are staggered to ensure that at any given time no more than one third of the members have less than one year of experience on the WA Board, with the exception of the first WA Board. Board members are not subject to a limit on the number of terms they may serve. As mentioned in Section 1, parental involvement will be expressed through the Summit Olympus Parent Organization, the Ambassadors Group (see below), and other start up activities, rather than on the WA Board. Parent input will be communicated and advocated for to the WA Board through, as appropriate, the Executive Director.

WA Board members will have expertise in many varying fields and will be able to offer advice, direction, and discussion for each SPS-WA charter school. After the appointment of the initial WA Board, the Chairman of the CA Board will appoint a committee of CA and WA Board members to propose qualified candidates to the CA Board for appointment to the WA Board.

WA Board members shall have experience in one or more areas critical to charter schools success: education, school administration, school finance, corporate, accounting, human resources, legal, leadership, fundraising, etc. Overall, Summit and SPS-WA look for board members who are broadly skilled, experienced in making strategic organizational decisions, highly mission-aligned (i.e., they fundamentally believe that all students, regardless of preparation or background, can go to and succeed in college), and understand the key responsibilities of a high-functioning Board. WA Board members will be added to fill gaps in expertise as necessary.

The WA Board will meet at least six times per year; the CA Board may participate in the WA Board meetings via video conference technology. WA Board meetings will be held at the principal office of SPS-WA. All meetings will be held in accordance with the Open Public Meetings Act of Washington.

#### **WA Board Responsibilities and Training:**

The WA Board will meet at least six times per year. The responsibilities of the WA Board include, but are not limited to, the following:

- Strategic planning

- Uphold the mission of Olympus
- Oversee the implementation of the charter
- Approve and monitor the school budget, fiscal reports, and fiscal practices
- Approve all contracts and expenses
- Receive and review the yearly independent financial audit
- Approve and monitor the Olympus' facility arrangements and plans
- Hire the Chief Regional Officer, and approve hiring of the Executive Director
- Oversee and evaluate the Chief Regional Officer
- Hire Summit Olympus employees upon recommendation of the Executive Director and Chief Regional Officer
- Employee discipline and dismissal upon recommendation of the Executive Director
- Approve WA Board Policies

The WA Board will comply with all federal, state and local laws that are applicable to independent public charter schools and nonprofit corporations operating Washington charter schools, including but not limited to the Open Public Meetings Act. Summit has adopted a conflicts code, which will be starting point for developing a conflict of interest/ethics code for SPS-WA. SPS-WA will retain its own legal counsel when necessary, and will purchase and maintain, as necessary, general liability, officers and directors', property, workers' compensation, and unemployment insurance policies.

The WA Board will attend an annual in-service for the purposes of training individual board members on their responsibilities, with topics to include at minimum Conflicts of Interest and the Open Public Meetings Act. New WA Board members will be mentored by experienced members during their first year, and new WA Board members will be mentored by CA Board members during the WA Board's first year of operation. Additionally, training will be provided twice per year on topics such as Summit's academic model, school administration, finance, facilities, effective governance, legal governance and more. Providers of the training will include Summit leadership and external experts as necessary.

### **WA Board Roles and Committees**

The Chair of the WA Board will be a crucial strategic partner to the Chief Regional Officer ("CRO"). The Chair will collaborate with the CRO and help prepare Board agendas, facilitate Board meetings, and be the liaison between the CRO and the rest of the Board. The Chair will also appoint committees and coordinate the CRO's performance evaluation and other activities as outlined in the bylaws. Jen Davis Wickens, the CRO has extensive experience with Board management through her experience at Envision, and she has coached aspiring charter school leaders in Board management best practices.

The WA Board may appoint one or more committees comprised of faculty, parents, community members or other members of the public with varying areas of expertise. The purpose of a committee is to provide advice, expertise and resources as necessary related to charter schools, finances, facilities, and other areas relevant to the success of the charter schools.

Committees may be comprised of both CA and WA Board members. Standing committees include the following:

- Compensation Committee: Advise CEO, CFO, and CRO on compensation structures
- Nominating Committee: Identify potential Board candidates; conduct due diligence; make



recommendations to Board

- Finance Committee: Monitor financial records; oversee creation of financial statements for Board; review annual budget and make recommendation to Board
- Audit Committee: Recommend external auditor; oversee audit; monitor accounting policies
- Facility Committee: Advise on facility decisions; provide support on facility negotiations; provide references and connections to brokers, etc.
- Compliance Committee: Monitor compliance

These standing committees are advisory bodies and will report to the full WA Board.

### Board Recruitment Timeline

SPS-WA's initial Board member is Jimmy Zuniga. Zuniga was a student in Summit Prep's second graduating class. First in his family to go to college, and from a low-income background, Zuniga is a Gates Millennium Scholarship winner, graduated from Tufts in 4 year with a B.A., received a M.A. in Educational Studies from Tufts, and is now in the Stanford Teacher Education Program. Zuniga advocated on behalf of Summit schools in countless public hearings, volunteered at Summit Prep for multiple summers, and has a deep understanding of what it takes to help low-income, first generation students be successful at Summit schools.

A target list of potential additional WA Board members that span the range of skills listed above has been developed. To recruit a high-capacity, high-skilled Board of the nature described above takes time and thoughtful cultivation, as the WA Board will be a critical part of Olympus' success. Summit is being meticulous in its vetting process so as to ensure the highest quality of Board members with deep, local connections. The goal is to recruit an initial WA Board of three members by early January 2014. Over time, the Board may grow to meet the expanding needs of SPS-WA and to ensure a continual balance of necessary skills. WA Board members will be recruited by the CEO, CRO, and Nominating Committee, and elected by the CA Board.

In the meantime, and while the WA Board is developing its capacity, the CA Board and Summit leadership will support the WA Board. The CA Board and Summit leadership have deep expertise in education, finance, business management, organizational leadership, governance, and administration, and these bodies are committed to supporting Olympus' start-up. See *Attachment 11* for biographies of Summit leadership and *Attachment 14* for biographies on all of the current CA Board members. See below for an overview of the vast expertise that will be provided to support Summit Olympus.

	Curriculum	Instruction	Assessment	Finance	Facilities	Business Management	Organization	Governance	Administration
<b>WA Board to Date</b>									
Zuniga									
<b>Support Provided to WA Board</b>									
Tavener									
Wickens									
Parker									

Arambula									
Carter									
Deane									
Oster									
Humphreys									
Warner									
O'Donnell									
Whitman									

### Advisory Bodies

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

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

**Advisory Bodies:**

SPS-WA is developing a "Summit Ambassador" advisory body to be central partners in Olympus' success. The Ambassador group will travel to Summit's California-based schools as early as December 2013 (Summit will cover all expenses) to witness and learn firsthand about Summit's model. The Ambassadors will return to Washington and share what they learned with local parents, students, and community leaders. They will then partner with Summit's Chief Regional Officer for Washington and Summit Olympus' Executive Director to determine how best to translate Summit's success in California to Washington. The Ambassador group will report to the Chief Regional Officer ("CRO") and act as an advisor to the CRO on local community needs, SPS-WA's partnerships in the community, and Olympus' school programs. The Ambassador groups' concerns will be raised to the WA Board as necessary, through the CRO.

The Ambassadors will be a 5- to 7-member group comprised of a diverse mix of students, parents, community-based organizations, and local community, business, and political leaders. The group will be chosen by the Chief Regional Officer with input from local leaders who will make recommendations for Ambassador members. Summit is also advertising the Ambassador group in its community meetings and soliciting interest and input for membership. To date, two community-based organization leaders and one political leader have expressed keen interest in being Ambassadors.

### Grievance Process

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

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

Summit Olympus is always interested in the concerns and opinions of its community members, including parents and students. The WA Board will make its meetings open to the public, so community members will have opportunities to directly address governing board members and discuss policies, decisions, administrative procedures, and practices at the school.

Additionally, the School will adopt an internal communication model/conflict resolution procedure as described below:

The ultimate purpose of a communication model is to encourage the growth and development of Olympus as a healthy community. Conflict is a part of any development or growth process and may arise in any

community. An effective complaint and conflict resolution process is therefore an essential component of the communication model.

The Conflict Resolution Procedure is a model for all members of the Olympus community and is designed to address issues among the following: between parents and teachers; parents and administration; and teachers and teachers. The overall purpose of this procedure is to perpetuate a climate of collegiality, mutual trust and respect by resolving differences in a timely, objective and equitable manner.

#### **A. FOUR MAJOR AREAS OF COMMUNICATION:**

**Conflicts may include a wide area of issues, and regard family and staff concerns.** Conflicts may fall into one of four major areas or may be a combination of these areas as listed below. It is emphasized that the first step in the resolution of any conflicts in our community is direct communication with the involved parties. Where reasonably possible, the concerned parties are strongly encouraged to address their questions or concerns with the appropriate school personnel listed under each communication area as follows:

##### **1. Policies and Legal Issues**

Reviewing Board-adopted policies and procedures lends information that may at times solve a conflict. The Board has final approval for all school policies and procedures. Issues of policy and procedures should be addressed to the Executive Director.

##### **2. Procedures/Daily Operations**

The Executive Director shall establish procedures designed to carry out the policies adopted by the Board. Procedures pertain to anything regarding the daily operations of the school. Procedures can be clarified by an office staff member or the Executive Director. The Executive Director serves as the primary administrator of the school. Any daily operations/procedural issues should be addressed directly by the Executive Director.

##### **3. Pedagogy**

Pedagogical issues, which pertain to anything that occurs in the classroom, i.e. teaching, curriculum, classroom management, or teacher-student relationships should be addressed directly to the class teacher.

##### **4. Interpersonal Communication and Relationships**

Concerns between people or communication breakdown should be directly communicated with the person(s) involved.

#### **B. CONFLICT RESOLUTION PROCEDURE**

##### **1. Internal Complaints (Complaints by Employees Against Employees)**

This section of the policy is for use when a school employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following

steps will be followed by the Executive Director or designee:

- a. The complainant will bring the matter to the attention of the Executive Director as soon as possible after attempts to resolve the complaint with the immediate supervisor (or purportedly offending employee) have failed or if not appropriate; and
- b. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Executive Director or designee will then investigate the facts and provide a solution or explanation;
- c. If the complaint is about the Executive Director, the complainant may file his or her complaint in a signed writing to the Chair of the Board, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Chair or investigator will report his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, the school values each employee's ability to express concerns and the need for resolution without fear of adverse consequence to employment.

## **2. Policy for Complaints Against Employees (Complaints by Third Parties Against Employees)**

This section of the policy is for use when a non-employee raises a complaint or concern about a school employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the Executive Director or Board President (if the complaint concerns the Executive Director) as soon as possible after the events that give rise to the employee's work-related concerns. The written complaint should set forth in detail the factual basis for the employee's complaint.

In processing the complaint, Executive Director (or designee) shall abide by the following process:

- a. The Executive Director or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
- b. In the event that the Executive Director (or designee) finds that a complaint against an employee is valid, the Executive Director (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Executive Director (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
- c. The Executive Director's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board. The decision of the Board shall be final.

## **C. GENERAL REQUIREMENTS**

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if a complaint is about the Executive Director) or the Executive Director or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

The authorizer shall not intervene in any such internal disputes without the consent of the Governing Board of the school and shall refer any complaints or reports regarding such disputes to the Board or Executive Director of the school for resolution pursuant to the school's policies.

## District Partnerships

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

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

As a public school, Summit Olympus is committed to improving educational outcomes for all students, not solely the ones who enroll in the school. Olympus, as a charter school, takes its role as an incubator for innovative ideas and practices seriously, and strives to openly share all of its work and collaborate as much as possible so that others can build upon the work. To this end, Summit schools always strive to build strong relationships with their host districts to foster an environment of collaboration, sharing of best practices and tools, and sharing of innovative resources and practices learned at Summit. Specific examples include: sharing of student data with host districts to jointly better understand student demographics and enrollment; leading workshops with the county offices of education related to best practices and innovation cycles. Another way that Summit intentionally designs its work to meet its larger goal is to make all of its curricula as openly available as possible. Summit has co-designed a free, open, web-based platform where all of its curricular resources are readily available to any district, school, teacher, parent or student. Summit is actively working with a number of large districts across the country to help develop strategies for collaborating on and using Summit's resources, so that collectively we can continue to improve the work and have a significant impact on all students. Summit Olympus is excited to continue this work with local districts and schools in Washington.

In addition to providing all of our resources free to districts, this past summer, 60 educators came together at Summit in California to develop world-class curricula and engage in meaningful professional development. These teachers were paid to develop these systems and bring them back to their home districts. 25 of those educators came from outside of Summit – from San Francisco Unified School District to New York City Public Schools, and many in between. We hope to build similar partnerships with Tacoma Public Schools as we continue this work in the summer of 2014 and beyond.

No official partnership agreement has been developed yet with Tacoma Public Schools. However, we have already begun conversations about potential partnerships and look forward to creating a long-term partnership that helps serve the needs of all students in the district.

## Education Service Providers (ESP) and Other Partnerships

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

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

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

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

Summit Olympus will not contract with any Education Service Providers.

## Staffing

### Staff Structure

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

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

Olympus' senior administrative team is responsible for the performance and development of the rest of the school faculty. In the same way Summit identified the skills necessary for students to be ready for college, and then created rubrics along which to measure student's growth at those skills, Summit leaders and educators agreed upon a continuum of teaching skills and then communally created a teacher rubric for use by both school leaders and teachers to evaluate classroom performance and growth. Crucially, this continuum and its accompanying rubric have become the main tool used by Summit schools to structure and encourage professional growth. As this model suggests, the relationship between Olympus' leadership team and the rest of the staff will also be a very collaborative one. The school "Leadership Team" consists of all teaching faculty, plus the Executive and Assistant Directors, and the group meets twice a week for 2 hours to discuss school level issues and make consensus based decisions.

Each faculty and staff member has a Personalized Educator Plan ("PEP"). The plan is developed by the

teacher with the input and approval of the Executive Director. The plan asks the teacher to identify a set of professional development goals from seven different areas on the rubric that have been identified as the strands most pertinent to the success of a Summit educator. They include content, curriculum, instruction, assessment, mentoring, leadership, and knowing and understanding learners. The plan identifies the teacher's present level of performance in each strand using a standard rubric, indicates the employee's annual goals for growth in one or more strand, how the goals will be measured, and what will define success. Additionally, a strategy for achieving the goals is designed, and subsequently supported by Olympus and its professional development activities throughout the year.

Teacher's salaries are tied to this continuum. As teachers create growth targets for themselves and show movement across the rubric to higher levels, they have opportunities to earn raises. All teachers participate in many robust Professional Development opportunities to help them achieve their growth goals.

### Student Teacher Ratio

Summit Olympus believes in the small school model, and research from Linda Darling-Hammond suggests that such an environment is best for student learning. For "all students to be known," it is imperative that in addition to a small school, there are many adults that have regular interactions with students throughout the course of their day. The teacher-student ratio at Olympus will be ~20 including Expeditions teachers, 28 excluding them (neither ratio includes Resource Specialists). The total student ratio of students to adults at Olympus will be ~15.

## Staffing Plans, Hiring, Management, and Evaluation

1. Explain the relationship that will exist between the proposed charter school and its employees, including whether the employees will be at-will and whether the school will use employment contracts. If the school will use contracts, explain the nature and purpose of the contracts.
2. Outline the proposed school's salary ranges and employment benefits for all employees, as well as any incentives or reward structures that may be part of the compensation system. Explain the school's strategy for retaining high-performing teachers.
3. Describe your strategy, plans, and timeline for recruiting and hiring the teaching staff, in accordance with the state accountability plan. Explain other key selection criteria and any special considerations relevant to your school design.
4. Outline the school's procedures for hiring and dismissing school personnel, including conducting criminal background checks.
5. Explain how the school leader will be supported, developed, and evaluated each school year. Provide, as **Attachment 18**, any leadership evaluation tool(s) that you have identified or developed already.
6. Explain how teachers will be supported, developed, and evaluated each school year in accordance with the state accountability plan. Provide, as **Attachment 19**, any teacher evaluation tool(s) that already exist for the school, or state if the school intends to follow the state teacher evaluation plan.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

Summit Olympus recognizes that high quality teachers are one of the defining elements of a successful school. To that end, Summit Olympus, in conjunction with Summit Public Schools, has created a framework for recruiting highly capable teachers, helping them develop as professionals to reach their full potential, and providing a clear growth and leadership pipeline to retain them within the organization. Using 'attract-develop-manage-retain' strategy planning, Summit has already achieved an 80% teacher retention rate,

and two-thirds of all current school and organizational leaders started as classroom teachers in Summit schools. Details of Summit Olympus' 'attract-develop-manage-retain' strategy appear below and will be supported, once operational, with expert assistance from Summit's People Team. Most SPS-WA employees will be "at-will," and SPS-WA will outline all employee rights in employment contracts.

## Teachers

### **ATTRACT**

Summit Olympus will proactively target teachers from diverse and well-educated backgrounds who display a burning passion to work with students. With the assistance of recruitment experts currently working within Summit's Central Office, a wide-ranging recruitment campaign will be launched along the West Coast, with a special emphasis on Los Angeles, Portland, San Francisco's Bay Area and the Puget Sound region. The campaign will be headed by the Chief Regional Officer for Washington, as she works in collaboration with Summit Public Schools' Director of People and also with Summit Olympus' first Executive Director. The campaign will begin in October 2014 and will be conducted in three broad waves: the first wave will focus on priority candidate hiring of teachers, concluding in December 2014; the second wave will include an assessment of possible 'seed teachers' from existing Summit schools, concluding in February 2015; and the third wave will incorporate support and non-credentialed staff, concluding in May 2015.

The campaign will utilize both traditional and online methods: positions will be advertised at the top 50 Schools of Education across the country, in state and county job banks, and with highly regarded educational organizations (such as the Knowles Science Teaching Foundation). Close partnerships will be formed with top ranked universities in California, Oregon and Washington to create specific recruitment events at those schools.

In addition, Summit Olympus will host a year-long schedule of events (both on-site and online) to attract candidates, including hiring webinars and teacher development days. Summit Public Schools' dedicated People Team will seek out and establish personal relationships with high-worth teacher candidates nationally, and in some cases internationally, referring back any candidates who have an interest in working in the Pacific Northwest.

Such a vigorous campaign will be essential to attract teacher candidates of a sufficiently high caliber. Summit Olympus will define 'high-bar' candidates as teachers in possession of a bachelor's degree in their field, a Washington teaching credential or out-of-state equivalent, and a master's degree in education. (The last qualification may be waived in the exceptional event that a candidate possesses significant teaching experience or local knowledge that would make them equally effective.) Each teacher will be hired specifically to meet both the academic standards of 'highly qualified teachers' across the country and the exacting personal and professional standards expected throughout all Summit schools. New teachers will be compensated according to their level of competence and their display of professional skills, rather than by years of experience. The Chief Regional Officer and Executive Director of Summit Olympus will assess each candidate against the teacher continuum of skills and offer a starting salary to each candidate accordingly, while also ensuring that starting offers and subsequent increases are in line with more general pay levels throughout the region.

Through the mid- and long-term, Summit Olympus will benefit from the work to recruit locally, as well as the national pipeline of future teachers and administrators that Summit schools are currently developing with a variety of different partners and organizations across the country. Summit Olympus will have access to



those outstanding candidates, including those at an undergraduate level considering a career in education, who go through pipeline experiences such as Summit Internships and Summit Research Fellows.

## DEVELOP

As part of Summit Olympus' emphasis on a student-centered, personalized learning environment for every student, Summit Olympus has a clear and compelling vision for every teacher: *Every Summit teacher is an empowered, self-directed and continuous learner.* Summit Public Schools has been working towards this goal for a decade and Summit Olympus will utilize some of the most effective working practices and approaches that have emerged from the model. At the same time, Summit Olympus will go further in developing a learning model for teachers that provides them with the exact professional development, growth and supports that they need to grow and improve as teachers in the best possible way.

To do so, every teacher must have access to professional development experiences that are personalized to meet their needs, goal-driven, supported by high-quality tools and resources and directly linked to student success. These professional development experiences must ensure that teachers are able to drive their own development, growth and improvement.

To fulfill this vision, Summit Olympus teachers will utilize a Teacher Development Model, which:

1. Ensures growth and development is based upon a teacher's competency across several elements of teacher effectiveness. Summit Olympus will use the teacher continuum detailed in the attachments to regularly measure how each teacher is expanding core competencies in the classroom. As they increase their pedagogical skills, they advance through the teacher skills continuum used throughout the organization. As Olympus' administrators use this rubric to evaluate teachers, successful Olympus educators receive merit-based pay increases as they progress along the continuum.
2. Personalizes the professional development experience for each teacher based on their development and career goals. These experiences provide opportunities for individual mentorship, peer-to-peer coaching and collaborative team development across grade and subject area teams, as well as school sites.
3. Blends technology and face-to-face professional development experiences to ensure that teachers have access to learning, resources and growth opportunities at all times and are continually self-directing their own learning. All Summit Olympus faculty will have access to the full range of online courses, resources and data tools already available to existing Summit teachers. They will be able to video conference with teacher mentors at any Summit location, set appointments with curriculum and leadership coaches in person or online, and receive personalized coaching from their Executive Director throughout the school year.
4. Provides meaningful feedback and directly connects professional development experiences to meaningful opportunities for evaluation, compensation, career advancement and teaching certifications. Summit Olympus will adopt the best practices contained in the current Personal Educator Plan ("PEP"): a planning and evaluation document which monitors progress against annual goals set by the teacher. The monitoring of this document will be a collaborative effort between each teacher and the Executive Director. The PEP is key to teacher advancement in an organization where promotion, increased pay and career advancement opportunities all rely on the

demonstration of growth, in skills and mindset.

To further encourage such growth, however, Summit Olympus will have a policy of 'internal promotion,' where existing faculty will be considered as the 'first choice' for new positions, including leadership positions, before external candidates are considered. Summit Olympus will also operate a Leadership Fellows program, where teachers can opt into a multi-year internship which prepares them for an administrator position.

## **MANAGE**

Summit Olympus will emulate the clear and direct employment policies currently operated by Summit Public Schools. While Summit Olympus will not utilize employment contracts, and all employees will be "at will" employees, all personnel will function within one of the four broad employment bands that organize work at Summit. As these bands stretch across all positions in the organization, they include both teaching and non-teaching faculty (although there will be different performance rubrics for teachers and all other personnel, the pay scales attached to each are roughly equivalent.) A primary responsibility of both the Chief Regional Officer and the Executive Director will be to monitor performance of the staff within each band, to ensure that stated expectations are met at each level. The proposed performance bands for non-teaching faculty, with the ascending levels of Associate, Manager, Director and Chief Officer, can be found in Attachment 24. All non-teaching staff will also set goals on an annual or quarterly basis, receive coaching on those goals and undergo a collaborative annual performance assessment.

## **RETAIN**

In addition to the coaching and evaluation support described above – and the robust professional development detailed below - Summit Olympus will offer teachers a career trajectory matrix, which spans a teacher's entire career from induction to master teacher to retirement. This trajectory is not a straight line, but rather allows for teachers to take a variety of positions during their career, naturally transitioning based upon their growth, strengths and career goals. It captures the entirety of what it means to be an empowered educator - classroom teacher, mentor and leader - and allows individuals to continue to grow and improve, no matter where they begin on this trajectory.

Summit Olympus will incentivize teachers to pursue their passions through their career trajectory by conducting a yearly Career Matrix Survey and subsequent individual career conversations based on the data collected. (At the same time, Summit Public Schools will make referrals of California faculty who express an interest in working in Washington state, during their own Career Matrix Surveys.)

For those teachers who aspire to serve students outside the classroom, Summit has been extremely successful in retaining faculty who move into administration and technical support roles. (The overwhelming majority of Summit administrators and personnel working for the organization served first as classroom teachers at one of our schools, and now include those who have chosen to return to a specific school or classroom. The career trajectory matrix offers annual opportunities for Summit educators to make these transitions.)

## **School Leader**

SPS-WA and the Chief Regional Office, with significant support from the Central Office People Team, will follow a similar 'attract-develop-manage-retain' process for Olympus' Executive Director ("ED"). As one of

Summit Public Schools' core values is the development and advancement of effective school leaders, the organization runs a continuous search for leadership candidates, including yearly internal assessments, an annual external hiring campaign and a quarterly referral survey from contacts within our wide network of education reform partners. SPS-WA will aim to recruit a high-quality school leader who is local to the Puget Sound region, partnering in particular with the Danforth Educational Leadership Program at UW and UW Bothell's LEDE program.

### ATTRACT

Summit Public Schools believes that the best Summit school leaders are those who have taught in a Summit school and deeply understand the model and culture. As Summit grows into new communities, having an internal leader is the best way to ensure fidelity to the model and its strengths. However, SPS-WA is acutely aware of the distinct local needs in South Tacoma, and will thus make every effort to recruit local leadership for Olympus in its early years. Summit plans to invest an entire year deeply embedding that leader in the Summit model and culture to prepare him/her to lead Olympus in Washington. Summit's commitment to hiring local leaders with deep knowledge of the unique needs of the community is apparent in the choice of Jen Davis Wickens as the Chief Regional Officer.

In the future, Olympus will cultivate internal leadership candidates. At the beginning of each school year, all Olympus employees will engage in goal-setting conversations with their supervisors, which create opportunities for aspiring leaders to set goals that will help them move towards school leadership. Opportunities for leadership are varied at Summit, and as part of a distributed leadership model that values consensus-driven decision making, Summit Public Schools employees join the organization with the understanding, and the expectation, that they will contribute as teachers, mentors, and as leaders. Because Summit has a track record of promoting from within, high performing educators are drawn to the organization for opportunities to lead.

### DEVELOP

Successful candidates who are selected (based on the job description in *Attachment 10*) begin with a 'Year Zero', during which they receive full pay and intensive training to prepare for their Executive Director position. This will include multiple in-depth visits to Summit's schools in California. During this time, they form a close relationship with SPS-WA's Chief Regional Officer, are individually coached by her, and become full members of Summit's Executive Leadership Team. These coaching sessions with the CRO continue weekly throughout the ED's leadership of Olympus. As a member of Summit's Executive Leadership Team, Olympus' ED will meet weekly (via videoconference) with all other Summit school EDs and the CEO and/or CRO to engage in real-time professional development growth opportunities, including case studies and problem solving sessions. Monthly, the SPS-WA EDs will convene for a full day to participate in structured PD. (If possible, this will sometimes occur with all EDs across the organization using videoconference.)

EDs also become familiar with the Leadership performance rubric - used to assess all directors throughout the organization, and which will be one of two primary evaluation tools used to assess their performance each school year. Additionally, the Chief Regional Officer and the ED will agree on school-wide and personal goals that each ED aims to meet, and they will both monitor progress quarterly.

Finally, the 'Year Zero' Executive Director and other Summit Olympus leaders (Assistant Directors, teacher leaders, etc.) are expected to join Summit's longstanding 'Leadership Fellows Program' as Senior Fellows.

This program, modeled on Stanford University's Prospective Principal's Program, is a project-based learning experience that places leadership theory into the everyday contexts of aspiring leaders. Based on research as varied as Linda Darling-Hammond, Daniel Pink, the Aspen Institute, Daniel Goleman, and Jim Collins, the Leadership Fellows Program is open to all interested Olympus employees and requires a commitment to educational leadership. Graduates of the program are prepared to obtain administrative credentials, and they have strong and demonstrated competencies in developing vision, emotional intelligence, engaging in courageous conversations with colleagues, data-driven decision making, hiring, legal affairs, public relations / communications, and strategic thinking. Senior Fellows continue to engage in simulated learning alongside other experienced and burgeoning school leaders. The majority of our school leaders are graduates of the Leadership Fellows program, and those who are not were recruited for existing leadership competencies demonstrated through advanced coursework and/or prior experience.

### RETAIN

The retention of leaders hinges largely on the development of leaders. Thus, Summit Public Schools has an incredibly high leadership retention rate because all school leaders have autonomy within their sites, contribute to the larger mission of Summit Public Schools, and gain mastery over the skills and content that they need to be increasingly effective leaders. Many of our Central Office leaders have been school leaders, and our retention strategy ensures that not only do we have the best possible people, but that we also have the best people in the best possible positions to maximize and grow their talents.

**Criminal Background Checks:** See the *Start-up and Ongoing Capacity* section for detail on Olympus' background check requirements.

**Termination Policies:** Termination policies are detailed at length in Olympus' Employee Handbook, which will be developed in consultation with the Central Office People Team. For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

## **Professional Development**

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

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

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

**Overview:**

High-performing teachers are absolutely non-negotiable at Olympus. We know that providing students with

high-quality, high-impact teachers is one of the most important factors in their success. Therefore, we have created structures to ensure that we are heavily investing in every teachers' professional development. It begins with every Olympus teacher being an empowered, self-directed and continuous learner, just as we ask of our students. Specifically, we do this through an innovative professional development program in which:

- Every teacher participates in 38 days per year dedicated exclusively to professional development.
- Professional development opportunities for teachers are embedded in teachers' daily experiences throughout the school year.

Summit's Director of Professional Development, with support from the seven-person Central Office Academics Team, is responsible for creating a vision and space within which teachers and administrators can personalize their own development aligned with their professional goals. To facilitate this process, Olympus teachers go through the same self-directed learning cycle through which they coach their own students: 1) **reflecting** on their individual and collective strengths and weaknesses, 2) setting **goals** to develop their practice and meet their students' needs, 3) **planning** to efficiently meet these goals, 4) **learning** in ways that best suit their needs, and 5) **demonstrating** learned knowledge and skills by sharing them with their colleagues and ED and displaying them in their daily work. They then begin the cycle again by honestly **reflecting** on how far they have progressed and where they still have to develop. The Director of Professional Development also serves as a resource in the realm of curriculum and instruction for all faculty, develops and maintains systems for documenting and using data related to PD, and ensures that all schools are providing PD opportunities to their faculties that best meet the needs of their unique students.

While professional development is constantly embedded in the daily experiences of teachers (as explained in some of the *team structures* included at the end of this section), there are also 38 full days dedicated to PD that occur before the academic year begins and throughout the year during student Expedition periods, similarly called Faculty Expeditions.

### **Faculty Expeditions:**

All teachers, administrators, and staff will work with a professional mentor or coach to develop their own annual goals at the beginning of the year and to set up an evaluation process similar to the students' PLP. This process is highly motivating and supportive for teachers, and enhances retention, as teachers are respected, have access to a career path that continues to develop and mature over time, and have mechanisms through which they may address goal-oriented learning opportunities in a supportive environment. Our teachers are expected to model the self-directed behaviors we expect our students to develop and embody. Rather than force-feeding a one-size-fits-all, centrally planned professional development regimen, the Academics Team has created a vision and space in which highly motivated teachers are given the resources and autonomy to improve their practice in an individualized way.

Specific structures that will be employed during Faculty Expeditions include:

**Personalized Learning Time:** Greater than half of teachers' time during Expeditions will be Personalized Learning Time, during which they direct their own learning through the self-directed learning cycle, as explained above. They will have 1:1 coaching meetings with administrators from their site, who monitor their progress towards their short-term two-week goals. Teachers will choose how they want to learn as well: they can work individually one day, with a planning partner the next, and with an entire team of teachers with similar goals the following day. They will be expected to reach out to Academics Team

members, as well as any other members within the organization who they think can aid in their development.

**Days Away:** During Expeditions, teachers will visit other campuses to observe:

- Course level team members that are implementing the same projects and teaching methods they use to facilitate student completion of projects
- Grade level team members, to assess and learn from classroom strategies they are using with the same age-level of students
- Student culture (by, for example, shadowing a student throughout his/her day).

The Director of PD has created a list of resources to structure teacher's observations and learnings so that the visits remain focused on teachers' individual goals.

**Summit Faculty Reads:** Every morning during Faculty Expeditions, each faculty member spends the first 20 minutes of each day on campus, reading resources put together by the Academics Team and Director of PD or a resource they have found and shared with their colleagues. This structure is designed to a) give teachers and administrators a space to learn about recent research within education and instructional best practices, and b) mirror the same reading structure our students experience at the beginning of each day.

**Faculty Forums:** Teachers have the opportunity to propose and discuss topics in a forum setting, with other teachers from their campus and other SPS-WA schools. School leaders and teachers are encouraged to opt in to these forums to push each other's thinking on a variety of topics, since they occur during Personalized Learning Time ("PLT").

**Faculty Workshops:** Workshops differ from forums in that they are focused on specific skills. Teachers who have displayed expertise in a specific skill and want to coach other teachers host opt-in workshops for their peers. These workshops provide opportunities for faculty members to undertake leadership roles as instructional leaders and coaches. As with Faculty Forums, teachers have the option to attend these as they choose, since they also occur during PLT.

**Faculty Community Time:** Just as students do, teachers have Socratic seminars on each Friday of their Expeditions. In addition creating an open and safe space in which to discuss important topics, these Socratic seminars also help teachers develop their facilitation skills, so that they can productively lead the same type of discussions with their own students. Topics often include the understanding and delivery of cognitive skills, habits of success, college readiness, and more.

Here is a sample Faculty Expeditions calendar:

Week 1

Monday Reflect / Set goals / Plan	Tuesday Learn	Wednesday Plan / Learn	Thursday Learn	Friday Learn
9:00 - 9:20 Summit Faculty Reads	9:00 - 9:20 Summit Faculty Reads	9:00 - 9:20 Summit Faculty Reads	9:00 - 9:20 Summit Faculty Reads	9:00 - 10:00 Faculty Community Time

9:20 - 2:00 PLT, focusing on reflecting, setting goals, and making a plan  2:00 - 4:50 Structured Time  4:50 - 5:00 Group reflection	9:20 - 4:00 Day Away  4:10 - 5:00 Course Level Team meeting	9:20 - 1:30 Structured Time  1:30 - 4:50 PLT  4:50 - 5:00 Group reflection	9:20 - 1:30 Structured Time  1:30 - 5:00 PLT, focusing on learning	10:00 - 1:30 PLT, focusing on learning and showing (by beginning to create products)  1:30 - 4:50 Structured Time  4:50 - 5:00 Group reflection
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**Week 2**

<b>Monday</b> Learn / Show (by creating)	<b>Tuesday</b> Learn	<b>Wednesday</b> Learn / Show (by creating)	<b>Thursday</b> Learn / Show (by creating)	<b>Friday</b> Show / Reflect
9:00 - 9:20 Summit Faculty Reads  9:20 - 2:00 Structured Time  2:00 - 4:50 PLT, focusing on learning and showing  4:50 - 5:00 Group reflection	9:00 - 9:20 Summit Faculty Reads  9:20 - 4:00 Day Away  4:10 - 5:00 Course Level Team meeting	9:00 - 9:20 Summit Faculty Reads  9:20 - 1:30 Structured Time  1:30 - 4:50 PLT  4:50 - 5:00 Group reflection	9:00 - 9:20 Summit Faculty Reads  9:20 - 1:30 Structured Time  1:30 - 5:00 PLT, focusing on learning and showing	9:00 - 10:00 Faculty Community Time  10:00 - 1:15 Structured Time  1:15 - 4:15 PLT, focusing on showing (sharing of products)  4:15 - 5:00 End of Intersession reflecting

Prior to the school year starting, teachers will be immersed in activities that familiarize them with the curriculum and assessments within their course, as well as set expectations for their equally important roles as mentors and school leaders. In the week leading up to the start of school, they will have time set aside to collaborate with colleagues to ensure their classroom instruction is properly backwards-planned; they become familiar with aspects of the college application process that are appropriate for the grade level of their mentees; and they begin to develop a rapport with teachers of the same course at other Summit schools via videoconference. Finally, they participate in professional development designed to prepare them for very specific aspects of their practice as both classroom teachers and mentors: they consider and discuss how to use their class time to help students develop their cognitive skills, and they are coached on how to facilitate conversations with students that focus on the behaviors of self-directed learners.

As mentioned before, professional development is not constrained to the time leading up to the school year or the 38 days of Faculty Expeditions. On the contrary, professional development is constantly embedded within the daily experience of all teachers and administrators, as they continuously learn and collaborate via several team structures.

### **Weekly Team Meetings:**

**Leadership Team Meetings:** The entire school faculty meets for four hours split over two afternoons. Faculty members share the responsibility of leadership of Olympus. They are disciplined in using data to conduct a “cycle of innovation” to solve problems and continuously improve. Specifically, they analyze student performance data, as well as student survey and focus group data. From the data, they identify problems areas and collectively create action plans, and in the process they determine a set of metrics by which to judge progress. The five-person Central Office Information Team will provide information packets rich with actionable data to inform these discussions.

**Grade Level Team Meetings:** During Leadership Team meetings, at least one hour each week is set aside for Grade Level Teams (“GLT”). During GLT, teachers will identify what students need, plan interventions, and create a consistent and meaningful experience for all students. Since all members of a GLT interact with the same students, they are in a unique position to collaborate in order to provide needed supports to individual students. They will be provided with data packets from the Central Office Information Team, and they may request particular reports or deeper data for individual students, if necessary.

**Course Level Team Meetings:** During Leadership Team meetings, one hour each week is set aside for Course Level Teams (“CLT”). CLTs are comprised of all teachers of a particular course across schools who meet via videoconference. Team members will collaborate to continuously improve the common performance tasks, content assessments, and content resources. They will also work together to design lessons and projects, share best practices, and make plans to observe each other during Days Away. They too will be provided with data packets from the Central Office Information Team, primarily around student assessment data and focus group responses.

## **Performance Management**

The Commission will evaluate the performance of every charter school and transformation partner annually and for renewal purposes according to a set of academic, financial, and organizational performance standards that will be incorporated into the charter agreement. The academic performance standards will consider status, growth, and comparative performance based on federal, state, and school-specific measures. The financial performance standards will be based on standard accounting and industry standards for sound financial operation. The organizational performance standards will be based primarily on compliance with legal obligations, including fulfillment of the governing board’s fiduciary obligations related to sound governance.

Applicants may propose to supplement the Commission’s performance standards with school-specific academic or organizational goals.

1. Describe any mission-specific educational goals and targets that the school will have. State goals clearly in terms of the measures or assessments you plan to use.
2. In addition to all mandatory assessments, identify the primary interim assessments the school will use to assess student learning needs and progress throughout the year. Explain how these interim assessments align with the school’s curriculum, performance goals, and state standards.



3. Explain how the school will measure and evaluate academic progress – of individual students, student cohorts, and the school as a whole – throughout the school year, at the end of each academic year, and for the term of the charter contract. Explain how the school will collect and analyze student academic achievement data, use the data to refine and improve instruction, and report the data to the school community. Identify the person(s), position(s), and/or entities that will be responsible and involved in the collection and analysis of assessment data.
4. Who will be responsible for managing the data, interpreting it for classroom teachers, and leading or coordinating professional development to improve student achievement?
5. Explain the training and support that school leadership and teachers will receive in analyzing, interpreting, and using performance data to improve student learning.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

**Mission Specific Goals:**

Summit Olympus' primary goal is to prepare all students for success in college. After thoughtfully defining true college readiness, Summit realized that there was no single external measure that appropriately assessed a student's readiness for college, in all categories. Though the Common Core State Standards are a step in the right direction, they are not complete. Summit educators set out to create a compilation of standards that when met, would indicate a student's readiness for college. The collective results are Summit's standards for college readiness: the Content Guides for each course, the Cognitive Skills rubric and the Habits of Success rubric (see *Attachment 2*). Summit Olympus leadership will achieve the educational goal for the school by ensuring that all of the structures and supports discussed through this narrative are executed in the best possible way, such that student learning is always occurring at the highest level.

**Specific Educational and Organizational Targets:**

Metric	Target
Percentile ranking of whole school on NWEA MAP Math as determined by percentage of students meeting or exceeding expected growth targets	85%
Percentile ranking of whole school on NWEA MAP Reading as determined by percentage of students meeting or exceeding expected growth targets	85%
% of graduates who pass one or more AP exams	70%
Student Survey: Student Engagement summary measure	4.0/ 5.0
Student Survey: School Culture summary measure	4.0/ 5.0
Student Survey: Relationships with Teachers summary measure	4.0/ 5.0
Student Survey: Relationships with Peers summary measure	4.0/ 5.0
Student Survey: Relationships with Peers summary measure	4.0/ 5.0
Student Survey: Academic Rigor summary measure	4.0/ 5.0
Student Survey: College and Career Readiness summary measure	4.0/ 5.0
% retention for teachers who are asked to return	90%
Fall-to-Fall student retention rate	88%*

Average Daily Attendance	96%
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\*Blended rate across all grade spans, upon complete enrollment.

### **Mandatory and Interim Assessments:**

To measure student's progress along these standards for college readiness, Summit educators created a common assessment system that is tightly aligned with these standards. All students will take several content assessments each week, and rich data packets summarizing the results and highlighting points of interest or concern will be provided by the Central Office Information Team to all teachers each week. A detailed description of the assessment plan and process can be found in Section 1.

The common assessment plan serves as an ongoing internal measurement of student progress. Summit Olympus will also use a series of external measures for formative and summative purposes. Students will take the NWEA MAP test in math, reading, and language three times per year. To assess for college readiness skills, students will take the ACT's Explore-Plan-ACT (EPAS) assessments. Students will then take either the SAT, the ACT, or both in preparation for college applications. All students will also take multiple AP exams during 11<sup>th</sup> and 12<sup>th</sup> grade, as a clear measure of preparation of readiness for college level curriculum. Finally, Summit Olympus students will take all applicable state tests, based on course and grade level, and described by the Office of the Superintendent of Public Instruction. This collection of internal and external assessments aligns with our goal of college readiness for all students and gives our teachers a collection of actionable data points spread throughout the year.

### **Measuring, Evaluating, Collecting, and Analyzing Student Data:**

As discussed at length in previous sections, Summit Olympus will utilize a robust assessment system to constantly measure students' progress along all dimensions of college readiness. Students will take many content assessments each week and will be constantly working on projects, both of which will allow for continuous data collection on exactly where students stand on each content or skills standard. The results of these assessments and projects will be reflected in each student's Personalized Learning Plan and shared through data packets with all faculty teams. This will allow students to monitor their own progress, while giving teachers actionable data to inform their instruction and help students set and achieve their learning goals. The data packets provided to each team will be created by the Central Office Information Team and will be tailored to best suit the needs of each Olympus team. Specific examples include, but are not limited to:

- Weekly analyses of overall student progress on a specific content assessment, at the specific item level will inform the Course Level Team ("CLT"). Summit Olympus teachers will meet virtually with other Summit teachers and use the CLT data reports to iterate on and improve the alignment between the assessment and the related instructional resources.
- Weekly student level reports are provided to the Summit Olympus Grade Level Teams ("GLT"), indicating specific students who are "on track" or "off track" in each course, based on their project and content assessment progress. The GLTs use these reports to design targeted interventions. The GLT will meet virtually with corresponding GLTs at other Summit campuses to share best practices about specific interventions, including related student achievement data before and after the interventions.

- A series of reports are available for individual teachers to track student-by-student progress at the assessment level, or class-by-class progress on the whole. The reports are built in the Illuminate Data and Assessment (“DnA”) system and shared with all teachers.
- Summit Olympus’ Leadership Team will receive a weekly school level packet of data summarizing both student achievement and operational (attendance, discipline, enrollment, demographics, etc.) data. The Leadership Team will use this data to inform strategic decisions as well as to measure and track the impact of changes in school-wide policies or procedures, as they arise.

The Summit Public Schools Information Team is responsible for maintaining the data systems used for the above mentioned analyses, as well as the Personalized Learning Plan application, which is the primary source for student-facing data. The Information Team creates a significant number of pre-built reports that all faculty can use, but focuses more on training others to use the reporting tools to access data in any way needed. This capacity building work leads to teachers sharing best practices with each other, with the full guidance and backing of the Information Team as needed.

### Training and Support:

Much of the professional development discussed in the previous section will be centered around Summit Olympus’ emphasis on using data to drive decision making. Teachers will learn how to create and analyze data such that it is actionable and can inform best practices. Because data is such an integral part of driving the success of the school, the Information Team and the Academics Team work closely throughout the year to design and deliver a series of scaffolded trainings for teachers and administrators on how to access the information tools and use the data. These trainings range from a wide collection of guided practice training videos to hands-on deep-dive data sessions. All PD that relates to student performance data is focused on best practices for using the data to improve instruction and student outcomes. It is designed to generate self-sufficiency for teachers and administrators to be able to use the data tools on their own in the future.

## Facilities

Describe the process for identifying and securing a facility, including any brokers or consultants you are employing to navigate the real estate market, plans for renovations, timelines, financing, etc. If you currently hold a facility or have an MOU or other proof of intent to secure a specific facility, provide proof of the commitment as **Attachment 20**. Briefly describe the facility including location, size, and amenities. You may also provide, in **Attachment 20** up to 10 pages of supporting documents providing details about the facility. Charter school facilities must comply with applicable state and local health and safety requirements. In addition, charter school applicants must be prepared to follow applicable city planning review procedures.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

Summit is partnering with the Washington State Facilities Fund (“WSFF”), a collaboration of funders, financial institutions, and real estate developers, to identify, secure, and renovate its facilities. The Washington State Facilities fund is in the process of assembling its various partners, which are expected to include:

- Philanthropy: The Bill & Melinda Gates Foundation, other Washington State funders

- Financial institutions: Various national Community Development Financial Institutions (e.g., Low Income Investment Fund, Local Initiatives Support Corporation), national banks
- Developers: Local real estate developers (e.g., Wickens LLC), national charter school developers (e.g., Pacific Charter School Development)

The participation of all parties is dependent upon execution of definitive agreements. However, it is expected that the philanthropies and financial institutions will guarantee availability of financing for the buildings; the local developers will bring knowledge of the local real estate markets and connections to architects, contractors, etc.; and the national charter school developers will bring expertise in preparing facilities for charter schools. Through this group of high quality partners, the WSFF has committed to financing, purchasing and renovating a facility, and subsequently leasing it to Summit at a rate that is within our facilities budget (9% of total per pupil revenue).

See Attachment 20 for evidence of the robust support Summit has enlisted to finance, acquire and prepare a facility for Olympus. Additionally, Summit Public Schools has worked with an architecture firm in the past to sketch out its ideal facilities. Those drawings have been provided to PCSD. Summit's extensive experience securing facilities for its educational program has yielded the following requirements:

- 65-70 square feet per student (i.e., ideally 30,000 square feet in total, though more may be needed in Washington given the more inclement weather than in the Bay Area).
- Open and flexible space that enables Summit Olympus' personalized education model, with moveable walls if necessary. This will include multi-purpose space and room for WA Regional Office staff.
- A location that is easily accessible to the most at-risk students who are unlikely to have means to be driven to school (i.e., accessible to public transit and within the South End, East, and/or Hilltop neighborhoods of Tacoma)
- Proper zoning for K-12 educational use.

With its national expertise and local ties, the WSFF has already identified several viable facilities for Summit. This work is being done by Wickens LLC, who has extensive local knowledge, other Tacoma-based brokers, and Pacific Charter School Development ("PCSD"). From November 2013 – January 2014, these teams intend to issue RFPs to identify additional available buildings. PCSD will then conduct initial due diligence on identified facilities. Letters of intent will be submitted in January, with further due diligence being conducted in January – February. Buildings will be secured by March 2014 with support from the funders and lenders. PCSD will hire local, experienced contractors to conduct renovations beginning in April 2014 for occupancy by June 2015. This will give Olympus' leaders and teachers the summer to get the space ready for students and to do professional development.

With this significant group of expertise lined up to support Olympus in finding a facilities, we have full confidence a facility will be ready in time for fall 2015. If the best long-term facility cannot be ready by fall 2015, Pacific Charter School Development is committed to finding, securing, and preparing an "incubation" site for Olympus. However, we are aware of the significant disruption caused by moving facilities, particularly to the enrolled families, so all of Olympus' facilities partners are committed to finding a permanent site for the fall of 2015. The chosen facility will be renovated as necessary to be accessible to all special needs students.

Summit is focused on identifying district and private facilities in the South End, East and Hilltop areas of Tacoma. We have already identified multiple viable options for both facilities types and have already examined dozens of properties on the market and toured many of them (see *Attachment 20*). PCSD has already conducted meetings with the Planning Department to ensure a smooth process.

## Start-Up and Ongoing Operations

1. Provide, as **Attachment 21**, a detailed start-up plan for the school, specifying tasks, timelines, and responsible individuals. This plan should align with the Start-Up (Year 0) Budget in the Financial Plan Workbook (explained in Section 3).
2. Describe the transportation arrangements for prospective students. In addition to daily transportation needs, describe how the school plans to meet transportation needs for field trips and athletic events.
3. Provide the school plan for safety and security for students, the facility, and property. Explain the types of security personnel, technology, equipment, and policies that the school will employ.
4. Provide the school plan for food service and other significant operational or ancillary services.
5. Provide, as **Attachment 22**, a list of the types of insurance coverage the school will secure, including a description of the levels of coverage. Types of insurance should include workers' compensation, liability, property, indemnity, directors and officers, automobile, and other.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

### Transportation:

In a heterogeneous school such as Olympus, some families will have the means to get their children to school, while others will not. Summit Olympus will use its transportation budget to provide transportation support to its at-risk students – those who need it the most. We plan to locate the school close to the students without means to get to school and as close as possible to major freeways and public transit lines. Nonetheless, we are prepared to provide transportation options based on the specific needs of our students. As with our entire school model, our transportation provision will be dependent on the specific student population and will take into account parent input. It will also depend in large part upon where our facility is ultimately located. If, for example, we are close to bus lines that run throughout the neighborhoods of the South End, East, and Hilltop, we will provide discounted or free ORCA bus passes to the students who are eligible for free or reduced-price lunch. On the other hand, if there are no bus lines near our site, we will help our families arrange carpooling or contract with a private transportation company (e.g., Harlow's Trailways, which provides transportation services throughout the Puget Sound region).

Olympus will work collaboratively with parents, as all Summit schools have done successfully to date, to arrange carpools when possible. When necessary, we will also contract with a private company to provide transportation to any extra-curricular events. Our extensive community outreach efforts over the next year and a half will help us understand the specific transportation needs of our target students and families.

### Safety and Security:

A safe environment is imperative to productive teaching and learning. Olympus will adopt and implement a comprehensive set of health, safety and risk management policies.

**Background checks:** Employees and contractors at Olympus will be required to submit to a criminal background check and submit fingerprints.

**Health:** Olympus will follow adhere to all laws required to health testing, immunization, and students with specific medical conditions. All employees will be CPR/First Aid trained.

**Emergency Preparedness:** Olympus will adhere to an Emergency Preparedness Plan drafted specifically

to the needs of the school site in conjunction with law enforcement and the Fire Marshall. This plan will include but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations. The Plan will also include emergency contact numbers, procedures for various types of emergencies, roles and responsibilities, emergency response teams, and evacuation maps. All Olympus faculty and staff will be trained on this site safety plan.

**Facility Safety:** Olympus' school site will be fully compliant with the International Building Standards Code. It will test sprinkler systems, fire extinguishers, and fire alarms annually. The school will conduct fire drills at least twice per year.

**Security:** The building will have an alarm system and the school's Leadership Team (Executive Director, Assistant Directors, and Office Manager) will have keys to the building and ensure it is locked and armed each night. Every adult in the Olympus building will help ensure the building is safe for students. No Summit school has ever had to hire outside security personnel, but if we believe this is necessary based on the specific needs of our ultimate location, we will contract with a security service provider.

#### **Food Service:**

Olympus is committed to providing healthy food service, including breakfast and lunch, at an affordable price for all of its students. The Washington Regional Office hopes to partner with Revolution Foods to deliver food service to Summit Olympus. Revolution Foods serves over one million freshly prepared meals every week to K-12 schools nationwide, and all of Summit's existing schools in California partner effectively with Revolution Foods. The organization is currently exploring expansion into Washington State. If they are unable to open operations in Washington, the Regional Office will solicit bids from other food service providers and select the one that is the highest quality and most affordable. The Office Manager of Olympus will work in partnership with the Operations Manager in the Regional Office to collect all necessary documentation from families who are eligible for free or reduced-price meals.

#### **All Other Operations:**

The vast majority of the other significant operational services will be provided by the Washington Regional Office and the California Central Office in conjunction with one another. The California Central Office is experienced in running schools as it has supported the opening and operation of six Summit schools in California. See Attachment 11 for a detailed description of those services that will be provided to Olympus. A contract between the parties (Summit Olympus, Washington Regional Office, and California Central Office) will be negotiated over the next few months.

More broadly, the following table details how responsibilities will be divided across the Washington Board of Directors, the California Central Office, the Washington Regional Office, and Olympus:

	Washington Board	Central Office	Washington Regional Office	Summit Olympus
<b>School operations</b>				
Recruitment			Supports	Leads
Reporting/compliance		Supports	Supports	Leads
Lunch			Leads	
Transportation			Leads	
Security				Leads
Maintenance				Leads
Insurance		Leads		
Student activities				Leads
Website (school-level)			Supports	Leads
Community partnerships			Leads	Supports
School culture				Leads
<b>Executive leadership</b>				
Mission/vision/values	Leads		Supports	
Coaching of Executive Directors		Supports	Leads	
Board management		Supports	Leads	
<b>Academics</b>				
Academic model		Leads	Makes locally specific	Makes locally specific
Curriculum		Leads	Makes locally specific	Makes locally specific
Assessments		Leads	Makes locally specific	Makes locally specific
Instructional strategies				Leads
Professional development		Leads	Supports	Supports
College			Leads	Supports
Special Education			Leads	Supports
<b>Development and communications</b>				
Strategy	Approves	Supports	Leads	
Fundraising		Supports	Leads	
External communications		Supports	Leads	
Internal communications		Supports	Leads	
<b>Expeditions</b>				
Strategy		Supports	Leads	
Course procurement			Leads	Supports
Course enrollment			Leads	Supports
Logistics			Leads	Supports
<b>Finance</b>				
Strategy	Approves	Leads	Supports	
Budgeting	Approves	Leads	Supports	Provides input
Reporting		Leads		Provides input
Banking		Leads		
Receivables/payables		Leads		
Accounting		Leads		
Internal controls		Leads	Supports	
Check signing	Approves			
Audit	Approves	Leads		
Payroll	Reviews	Leads	Approves	
<b>Growth</b>				
Strategy	Approves	Supports	Leads	
Charter applications		Leads	Supports	
Facilities		Leads	Supports	
Policy		Supports	Leads	
<b>Information</b>				
Strategy		Leads	Supports	
SIS management		Leads		Supports
Information collection		Leads		Supports
Data analysis		Leads	Supports	Supports
Data usage				Leads
Knowledge management		Leads	Supports	
<b>People/HR</b>				
Strategy		Leads	Supports	
Recruitment		Supports	Leads	Supports
Hiring	Approves for the ED	Supports	Leads	Supports
Onboarding				Leads
Compensation		Leads		
Benefits		Leads		
Personnel files		Leads	Supports	
<b>Technology</b>				
Strategy		Leads		
Infrastructure		Leads	Supports	
Hardware		Leads	Supports	
Software		Leads	Supports	
Troubleshooting			Leads	

## Operations Capacity

1. Describe the applicant team’s individual and collective qualifications for implementing the Operations Plan successfully, including capacity in areas such as the following:
  - a. Staffing;
  - b. Professional development;
  - c. Performance management;
  - d. General operations; and
  - e. Facilities management.
2. Describe the organization’s capacity and experience in facilities acquisition and management, including managing build-out and/or renovations, as applicable.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

The applicant team for Olympus includes a highly capable and experienced leader on the ground in Washington (Ms. Wickens) plus over 30 staff in the California central office who have successfully opened and supported the operations of six existing Summit schools. See Attachment 11 for the individual qualifications of each of these leaders. The robust capacity around staffing, professional development, performance management, general operations, and facilities management are as follows:

**Staffing:** People Team led by Drew Grimshaw. Drew is founding Summit teacher with a deep understanding of the type of person who will thrive and get great results for children at Summit. The People Team has two staff dedicated to recruiting a continuous, robust pipeline of exceptional talent for all roles in the organization, hiring the best of the talent, and employing them. They will provide this support for Olympus for its faculty in partnership with Ms. Wickens.

**Professional Development:** Academics Team led by Adam Carter. Adam, along with many of his team members, are veteran Summit teachers who truly understand the development needs of a Summit teacher. Furthermore, they have all been intricately involved in the creation of the academic model on which they are training teachers. The Academics Team has seven staff, including a Director of Professional Development. This team develops the vision for, plans, and coordinates execution of the nearly 40 days of professional development provided to Olympus teachers each year. This is done in close partnership with the Olympus Executive Director, who can provide input on the specific Professional Development needs of her or his staff.

Additionally, the Executive Director of Summit Olympus will receive weekly, on-site coaching to support meeting the school goals and her own personal development goals. This support will be provided by Ms. Wickens, who is an experienced educational leader and coach.

**Performance Management:** Information Team led by Jon Deane. Jon is a former math teacher, founding Executive Director of Everest (Summit Public Schools’ second school), and spent a year as CFO. He has one of the broadest views of anyone in the organization about how data can and should be used to improve student outcomes. The Information Team has five staff whose focus is on providing timely and efficient access to data and knowledge to drive decision-making for every person in the organization. This team will provide weekly data to Olympus’ entire staff to allow them to adjust their practice constantly. They will also manage Olympus’ Student Information System; help Olympus with information collection; track, analyze, synthesize, and train faculty on benchmark data; and track information needed to measure school goals.

**General Operations:** Finance Team led by Isabelle Parker. Communications & Development Team led by Mira Browne. Mira spent years at Larson Communications specializing in communications for charter



schools. Since joining Summit two years ago, Mira has helped raise \$10M for the organization. Technology Team led by Bryant Wong. Bryant opened High Tech High and six Summit schools – he has a deep understanding technology needs in scaling and opening new schools. See more about the Finance Team in the *Financial Management Capacity* section.

The Communications & Development Team has three staff who will support Olympus in its communication strategy, media relations, and hosting of external parties. This team will also help Ms. Wickens secure the remaining \$100K in necessary start-up funds.

The Technology Team has five staff focused on creating an intuitive, state-of-the-art user experience with infrastructure, hardware, and devices. Since technology and 1-to-1 computing is central to Olympus' educational program, the Technology Team will partner with the Technology Manager in the Washington Regional Office to:

- Maintain infrastructure
- Respond to user issues
- Purchase and set up equipment
- Ensure application development and integration
- Design an overall technology strategy

Additionally, see Attachment 16 for a detailed description of the operational supports that will be provided to Olympus.

### **Facilities Management**

For each of Summit Public Schools 6 schools, the California central office Growth Team has led the facility acquisition, renovation, and management where applicable to each school. This team includes a Director of Facilities Development and two other senior staff who have experience securing facilities for Summit's schools. A selection of the Growth Team's facilities experiences includes:

- Identification and lease of a private facility for Summit Shasta in Daly City, CA
- Partnership with local districts for securing or building sites for Summit Rainier in San Jose and Everest in Redwood City, CA

Furthermore, Summit is partnering with Pacific Charter School Development ("PCSD"), a non-profit real estate development organization that finds, acquires, finances, and builds low cost facilities for high quality charters. PCSD has extensive experience in facilities acquisition and management, having built 45 campuses serving 19,207 students in California for six of the nation's leading CMOs plus some high-performing smaller operators. They have secured over \$200 million in financing and have established relationships with lenders, including CDFIs and banks. They are experienced at partnering with local architects and contractors and working closely with public agencies to streamline approvals.

**WHEN YOU HAVE COMPLETED YOUR ANSWER, LEAVE THE REMAINDER OF THIS PAGE BLANK.**

## Section 3. Financial Plan and Capacity

(15 pages)

### Financial Plan

1. Describe the systems, policies, and processes the school will use for financial planning, accounting, purchasing, and payroll, including a description of how it will establish and maintain strong internal controls and ensure compliance with all financial reporting requirements.
2. Describe the roles and responsibilities of the school’s administration and governing board for school finances and distinguish between each.
3. Describe the school’s plans and procedures for conducting an annual audit of the financial and administrative operations of the school.
4. Describe how the school will ensure financial transparency to the Commission and the public, including its plans for public adoption of its budget and public dissemination of its annual audit and an annual financial report.
5. Describe any services to be contracted, such as business services, payroll, and auditing services, including the anticipated costs and criteria for selecting such services.
6. Describe the school’s plans for liability insurance to indemnify the school, its board, staff, and teachers against tort claims.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

#### Financial Plan

##### Overview:

Summit Public Schools Central Office will manage all of Olympus’ finances, internally. Our experienced team has managed the finances of the California-based Summit schools for the past 8 years and has sophisticated systems and policies for effectively managing charter school finances.

Our current Finance Team includes:

- Chief Financial Officer
- Controller
- Payroll Manager/ Accountant
- Analyst/ Receivables Manager
- Bookkeeper

The following pictorial summarizes the major financial responsibilities in the organization. Each of these is also detailed in the text below. A higher level summary version of this is provided in the table in the *Start-up and Ongoing Operations* section.

Activity	School Site	SPS CA Finance Team	SPS CA CFO	Chief Regional Officer	SPS WA Board
Budget	Provides input		Leads development	Makes proposal	Finance Committee Reviews/ Board Approves
Audit		Provides input	Leads process		Audit Committee Reviews/ Board

AR/AP/Banking	Leads process		Approves all invoices	Approves Signs all checks. Reviews Balance Sheet
	Leads process		Approves all invoices	Approves Signs all checks. Reviews Balance Sheet
Budget Monitoring	Variances and forecasts reviewed 2 x month with Director		Leads process	Variances and forecasts reviewed 1 x month Finance Committee Reviews
Payroll	Leads process		Approval of all compensation	Finance Committee Reviews
Cash Management			Leads process	If any loan is needed, Board approval required
Authorizer Reporting	Provides input	Provides input	Leads process	Approval when required

**Financial Planning:**

Our CFO works regularly with all Summit school leaders to plan and monitor the budgets. In bi-weekly meetings, the CFO trains the school leaders on financial management, analyzes budget versus actuals, variances, monitors cash and provides real-time access to all financial data. This is a very tight and collaborative relationship where the school leader has significant ownership over the school-site budget and also has an expert partner to ensure success.

After budgets are created by the CFO and the school leader, they are reviewed with the faculty, the Leadership Team at Summit Public Schools and SPS-WA, the CEO, CRO, and the joint finance committee of the SPS CA and WA Boards. Then each budget is taken to the full SPS WA Board at a public Board meeting for approval. Budgets are revised once a year, in the Fall. In addition to presenting the one-year budget in detail, the CFO also presents a multi-year model for context and planning.

**Systems:**

Summit Public Schools uses a charter-school accounting system built on the NetSuite platform. We license this system from EdTec, a back office service provider. EdTec also works with several other Washington applicants through the Washington Charter Schools Association. Prior to opening Olympus, EdTec's accounting program will be updated to reflect Washington accounting. The system allows us to track all revenue and expenses individually by school and includes multiple customizable options for tracking specific targeted funds such as federal funds or transportation. Additionally, we can run consolidating and consolidating reports across the network. Olympus will have access to real-time, online financial data.

Summit Public Schools contracts with Trinet, an online Human Resources partner for payroll and manage benefits administration. We have worked with Trinet for two years and will continue to use their expert services as we open in Washington. Partnering with Trinet allows us an online platform for HR management

and access to a wide variety of benefits at a reduced cost (versus operating as a stand-alone organization.)

### **Policies:**

Summit Public Schools maintains tight internal policies as evidenced by our 10 years of clean audits. The Board of Directors of Summit Public Schools Washington will review the following policies and procedures to ensure the most effective use of the funds of Olympus to support its mission and to ensure that the funds are budgeted, accounted for, expended, and maintained appropriately.

### **Overview:**

1. The SPS WA Board of Directors formulates financial policies and procedures, delegates administration of the policies and procedures to the CEO, the Chief Regional Officer and Executive Director of the school site, and reviews operations and activities on a regular basis.
2. The CEO of Summit Public Schools and the Chief Regional Officer of SPS WA have responsibility for all operations and activities related to financial management of Summit Public Schools Washington. The Executive Director of the school site has responsibility for all operations and activities related to financial management at the school site.
3. Financial duties and responsibilities must be separated so that no one employee has sole control over cash receipts, disbursements, payrolls, and reconciliation of bank accounts.
4. All documentation related to financial matters will be completed by computer, word processor, typewriter, or ink.
5. The SPS WA Board of Directors will commission an annual financial audit by an independent third party auditor who will report directly to it. The WA Board will approve the final audit report, and a copy will be provided to the Commission. Any audit exceptions and/or deficiencies will be resolved to the satisfaction of the SPS WA Board of Directors and the Commission.

### **Annual Financial Audit**

1. The SPS WA Board of Directors will annually appoint an audit committee by January 1 to select an auditor.
2. Any persons with expenditure authorization or recording responsibilities within Olympus may not serve on the committee.
3. The committee will annually contract for the services of an independent certified public accountant to perform an annual fiscal audit.
4. The audit will follow the Washington State standards and shall include, but not be limited to:
  - a. An audit of the accuracy of the financial statements
  - b. An audit of the attendance accounting and revenue accuracy practices
  - c. An audit of the internal control practices

### **Financial Reporting**

1. In consultation with the CEO, Chief Regional Officer, and Executive Director, the financial team at Summit Public Schools will prepare the annual financial budget for approval by the SPS WA Board of Directors. The budget will be revised once each fiscal year, usually in October or November.
2. The financial team at Summit Public Schools will submit a monthly balance sheet and monthly revenue and expense summaries to the CEO, Chief Regional Officer, and Executive Director including a review of the discretionary accounts and any line items that are substantially over or

under budget (< or > 10% of established budget). The report will be reviewed at the Finance Committee meeting and the scheduled SPS WA Board meeting and action will be taken, if appropriate.

3. Each month, the Central Office financial team will also prepare an updated budget forecast and statement of cash flows. The budget forecast will highlight any variances from the approved budget.
4. The financial team at Summit Public Schools Central Office will provide the CEO, Chief Regional Officer, and Executive Director and/or Board of Directors with additional financial reports, as needed.

## Purchasing

1. The CEO, Chief Regional Officer, and Executive Director may authorize expenditures and may sign related contracts within the approved budget. The SPS WA Board of Directors must approve expenditures that would result in a budget variance of \$25,000 of the specific budget line item.
2. The SPS WA Board of Directors must approve contracts over 5% of operating expenses, with the exception of Expedition Contracts as approved in the adopted budget. Contracts below 5% of operating expenses and Expeditions contracts must be approved by the CEO, Chief Regional Officer, Executive Director or the CFO.
3. The Chief Regional Officer, and Executive Director or CFO must approve all purchases. When approving purchases, the CFO, Chief Regional Officer, or Executive Director must:
  - a. Determine if the expenditure is budgeted
  - b. Determine if funds are currently available for expenditures (i.e., cash flow)
  - c. Determine if the expenditure is allowable under the appropriate revenue source
  - d. Determine if the expenditure is appropriate and consistent with the vision, approved charter, school policies and procedures, and any related laws or applicable regulations
  - e. Determine if the price is competitive and prudent. All purchases over \$10,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services
4. Every two weeks, the CFO will prepare a list of recent transactions for approval by the CEO, Chief Regional Officer, and Executive Director.
5. Any individual making an authorized purchase on behalf of Olympus must provide the bookkeeper with appropriate documentation of the purchase.
6. Individuals who use personal funds to make unauthorized purchases may not be reimbursed. Authorized purchases will be promptly reimbursed by a bank check upon receipt of appropriate documentation of the purchase.

## Contracts

1. Consideration will be made of in-house capabilities to accomplish services before contracting for them.
2. Written contracts clearly defining work to be performed will be maintained for all contract service providers (i.e., consultants, independent contractors, subcontractors).
  - a. Contract service providers must show proof of being licensed and bonded, if applicable, and of having adequate liability insurance and worker's compensation insurance currently in effect. The CEO, Chief Regional Officer, and/or Executive Director may also require that contract service providers list the School as an additional insured.
3. The CEO, Chief Regional Officer, and/or Executive Director will approve proposed contracts in writing.
4. Contract service providers will be paid in accordance with approved contracts as work is performed.

### **Bank Check Authorization**

1. All original invoices will immediately be forwarded to the CFO for approval.
2. The CFO will carefully review each invoice, attach all supporting documentation, and verify that the specified services and/or goods were received. When receiving tangible goods from a vendor, the person designated to receive deliveries should trace the merchandise to the packing list and note any items that were not in the shipment. The packing list should be submitted to the Bookkeeper with the invoice. The Bookkeeper will adjust the invoice for any missing items noted on the packing list before processing for payment.
3. In the case that a purchase is not in the approved budget, the CFO will consult the CEO, Chief Regional Officer, and/or Executive Director before approving the expense.
4. Once approved by the CFO, he/she will stamp a check authorization on the invoice and complete the required information, including noting the specific budget line item that is to be charged for the specified expenditures. The invoice and supporting documentation will be sent to the Bookkeeper on at least a weekly basis. The Bookkeeper will then process the invoices with sufficient supporting documentation.
5. Every two weeks, the CFO will prepare a list of recent transactions for approval by the CEO, Chief Regional Officer, and/or Executive Director.

### **Bank Checks**

1. The CEO, Chief Regional Officer, and Executive Director will be authorized to open and close bank accounts. The two overseeing Board Members (the Board Finance Committee Chairperson and one other Board Member) may sign bank checks within established limitations.
2. The Bookkeeper will ensure that payments from private funds are drawn on the appropriate bank account.
3. The Bookkeeper/CFO and CEO, Chief Regional Officer and/or Executive Director will be responsible for all blank checks and will keep them under lock and key. Blank checks will reside in CA.
4. Once approved by the CFO, the Bookkeeper issues the check based on the check authorization prior to obtaining the appropriate signature(s).
5. Checks may not be written to cash, bearer, or petty cash. Under no circumstance will any individual sign a blank check.
6. The Bookkeeper will record the check transaction in the appropriate general ledger.
7. The Bookkeeper will distribute the checks and vouchers as follows:
  - a. Original – mailed or delivered to payee
  - b. Duplicate or voucher – attached to the invoice and filed by account number
  - c. Cancelled Checks – filed numerically with bank statements by the Office Manager
8. Voided checks will have the signature line cut out and will have VOID written in ink. The original check will be attached to the duplicate and forwarded to the Bookkeeper who will attach any other related documentation as appropriate.

### **Bank Reconciliation**

1. Bank statements will be received directly, unopened, by the CFO.
2. The CFO will examine all paid checks for date, name, cancellation, and endorsement and report any discrepancies to the Bookkeeper. Any discrepancies regarding the paid checks or any checks over 60 days will be researched and if applicable deleted from the accounting system.
3. The Controller will prepare the bank reconciliation, verifying the bank statements and facilitating any

necessary reconciliation.

4. The Controller will compare the reconciled bank balance to the cash in the bank account and to the general ledger, immediately reporting any material discrepancies to the CEO, Chief Regional Officer, and Executive Director.

### Accounts Receivable

1. Documentation will be maintained for accounts receivable and forwarded to the Bookkeeper.
2. Accounts receivable will be recorded by the Bookkeeper in the general ledger and collected on a timely basis.

### Cash Receipts (Cash and Checks)

1. All cash and check receipts will be immediately endorsed with the school deposit stamp.
2. By the close of business each day, the Office Manager will log cash or checks received into the Cash Receipts Log. The Cash Receipt logs should be given to the Bookkeeper with the weekly invoices.
3. A deposit slip will be completed by the Office Manager for approval to deposit. The deposit slip will be duplicated and documentation for all receipts (copy of check, letter, etc.) will be attached to the duplicate deposit slip.
4. Deposits totaling greater than \$2,000 will be deposited within 24 hours by the designated school employee. Deposits totaling less than \$2,000 will be made weekly by the designated school employee. All cash will be immediately put into a lock box.
5. All checks will be endorsed as follows: "For Deposit Only; Agency; Program; Bank Account number."
6. The duplicate deposit slip and deposit receipt will be attached to the deposit documentation and forwarded to the Bookkeeper to be filed and recorded monthly.
7. Summit Public Schools processes all deposits electronically and maintains electronic and paper copies of the processed deposits.

### Payroll Processing

1. For hourly employees, the signatory supervisor will verify the timesheets for appropriate hours worked, resolve absences and compensations, and monitor number of hours worked versus budgeted. No overtime hours should be listed on timesheets without the supervisor's initials next to the day on which overtime was worked. The signatory supervisor will submit a summary report of timesheets to the Bookkeeper who will verify the calculations for accuracy.
2. For certificated employees, the authorized supervisor will verify working days for accuracy, tracking the attendance of certificated employees using the monthly log (to minimize recall at the end of the month as to which certificated employees worked). The authorized supervisor will provide the designated school employee with any payroll-related information such as sick leave, vacation pay, and/or any other unpaid time.
3. For credentialed employees, the Chief Regional Officer or Executive Director will verify working days for accuracy, tracking the attendance of certificated employees using the monthly log (to minimize recall at the end of the month as to which certificated employees worked). The CRO or Executive Director will provide the designated school employee with any payroll-related information such as sick leave, vacation pay, and/or any other unpaid time.
4. For substitute teachers, the Office Manager will maintain a log of teacher absences and the respective substitutes that work for them. The Office Manager will verify that the substitutes initial the log next to their names before they leave for the day and that teachers, upon returning back to

work, initial next to their names. This form will be verified and signed by the appropriate supervisor and submitted to the Bookkeeper.

5. The CEO, CRO, and/or Executive Director will notify the Bookkeeper of all authorizations for approved stipends.
6. The Payroll Manager will prepare the payroll worksheet based on the summary report from the designated school employee.
7. The payroll checks (if applicable) will be delivered to the School. The CEO, CRO, and/or Executive Director will document receipt of the paychecks and review the payroll checks prior to distribution.

### **Payroll Taxes and Filings**

1. The Payroll Manager will prepare payroll check summaries, tax and withholding summaries, and other payroll tracking summaries.
2. The Controller will authorize the contracted payroll processor to process federal and state payroll taxes.
3. With Trinet, the Controller will prepare the state and federal quarterly and annual payroll tax forms, review the forms as needed with the CEO, CRO, and/or Executive Director, and submit the forms to the respective agencies.

### **Loans**

1. The CEO and the Board of Directors will approve all loans from third parties. In the case of a long-term loan, approval may also be required from the charter-granting agency in accordance with the terms of the charter petition and/or other lenders in accordance with the loan documents.
2. Once approved, a promissory note will be prepared and signed by the CEO before funds are borrowed.
3. Employee loans are not allowed.

### **Financial Institutions**

1. All funds will be maintained at a high quality financial institution.
2. All funds will be maintained or invested in high quality, short maturity, and liquid funds.
3. Physical evidence will be maintained on-site for all financial institution transactions.

### **Retention of Records**

1. Financial records, such as transaction ledgers, canceled/duplicate checks, attendance and entitlement records, payroll records, and any other necessary fiscal documentation will be retained for a minimum of seven (7) years. At the discretion of the Board of Directors or CEO, CRO, and/or Executive Director, certain documentation may be maintained for a longer period of time.
2. Financial records will be shredded at the end of their retention period.
3. Appropriate back-up copies, including financial and attendance accounting data, will be regularly prepared

### **Funds Balance Reserve**

1. A funds balance in accordance with state recommendations for charter schools will be maintained.



## Insurance

1. The CFO will ensure that appropriate insurance is maintained at all times with a high quality insurance agency.
2. The CFO will maintain the files of insurance policies, including an up-to-date copy of all certificates of insurance, insurance policies and procedures, and related claim forms.
3. The CFO will carefully review insurance policies on an annual basis, prior to renewal.
4. Insurance will include general liability, worker's compensation, student accident, professional liability, and directors' and officers' coverage. Supplementary coverage will cover the after-hours and weekend activities. Coverage will be in line with the limits listed in the school's approved charter petition.

## Cash Management

Summit Public Schools Washington Board will pass a resolution stating that the Regional Office will provide all necessary funds to any of the schools in its Washington portfolio, including any and all new schools that will be opened in the future, in the event that any such school is negatively impacted as a result of state cash disbursements or other similar financial circumstances.

Summit Public Schools Washington has already raised the cash to cover the operating expenses in Year 1, as demonstrated in Olympus' budget.

7. Submit a completed Financial Plan Workbook as **Attachment 23**. Be sure to complete all sheets in the Workbook. In developing your budget, please use the per-pupil revenue guidance provided by the Commission.
8. Budget Narrative: As **Attachment 24**, present a detailed description of assumptions and revenue estimates, including but not limited to the basis for revenue projections, staffing levels, and costs. The narrative should specifically address the degree to which the school budget will rely on variable income (e.g. grants, donations, fundraising).
  - a. Per-Pupil Revenue. Use the figures provided by the Commission to develop your budget assumptions.
  - b. Anticipated Funding Sources. Indicate the amount and sources of funds, property or other resources expected to be available through banks, lending institutions, corporations, foundations, grants, etc. Include evidence of commitment for any funds on which the school's core operation depends in **Attachment 24**.
  - c. Discuss the school's contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated.
  - d. Explain the year one cash flow contingency, in the event that revenue projections are not met in advance of opening.

## Financial Management Capacity

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

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

The applicant team for Olympus includes almost 10 staff in the California Central Office who have successfully led financial management, fundraising and development, and accounting and internal controls for six existing Summit schools. The robust capacity is as follows:

**Financial Management and Accounting and Internal Controls:** Finance Team led by Isabelle Parker. Isabelle has been the CFO of Summit Public Schools for 8 years and was on the founding team of five Summit schools. Prior to Summit, Isabelle worked at EdTec, where she worked on the budget for a variety of charter school models, and she also received an MBA from Kellogg. The Finance Team has five staff dedicated to providing strategic leadership and effective management of financial resources, plus fiscal compliance and responsibility, for Summit Olympus. This team will provide direct support to Olympus' Executive Director related to audits, budget planning and management, Board reporting, state reporting, insurance, banking, payroll, bookkeeping, and more. The experienced team has managed the finances of the California-based Summit schools for the past 8 years and has sophisticated systems and policies for effectively managing charter school finances.

**Fundraising and Development:** Communications & Development Team led by Mira Browne. (See *Operations Capacity* section for more information on Mira.) This team has three staff who have already supported the Washington Regional Office and Olympus in fundraising to cover start-up costs for Olympus before it is at full enrollment. This team has fundraised the start-up costs for Summit's other schools and has already secured the vast majority of Olympus' start-up costs from the Gates Foundation.

See Attachment 11 for the individual qualifications of each of these leaders and further description of the financial supports that will be provided to Olympus.

**WHEN YOU HAVE COMPLETED YOUR ANSWER, LEAVE THE REMAINDER OF THIS PAGE BLANK.**

## Section 4. Existing Operators

(8 pages)

For applicants who already operate one or more schools, including charter management organizations (CMOs), and educational management organizations (EMOs), please respond to the following questions:

1. Provide a detailed description of the organization's growth plans and capacity to successfully support and execute that plan including business plans to support anticipated growth.
2. Using the *Portfolio Summary Template*, complete all requested information for each of the organization's schools and provide as **Attachment 25**.
3. Please disclose schools that have been closed or non-renewed or charters that have been revoked.

**TYPE YOUR RESPONSE IN THE BOX BELOW, IT WILL EXPAND AS NEEDED.**

### Track Record of Success with Similar Student Population

Summit Public Schools is a leading charter management organization serving the Bay Area's diverse communities. It operates six schools enrolling 1,600 students. For ten years, Summit has provided an innovative, personalized education to its students. Its accomplishments include:

- 100 percent of Summit students being eligible to apply to a four-year college.
- Its schools consistently ranking amongst the best in California, with its flagship school ranked amongst the top 100 best high schools in the nation by US News & World Report.
- Its flagship school being named as one of the nation's Top 10 Miracle schools by Newsweek Magazine.
- Of Summit graduates, 96 percent being accepted to at least one four-year college or university.
- Summit graduates on track to complete college within six years at double the national average.
- In preparing for acceptance into a four-year college, every Summit student takes at least six Advanced Placement courses. 73% of Summit students pass at least one AP course, compared to 23% of students in California and 18% of students nationally.

This success has been achieved with a truly diverse student population that is representative of the many communities within the California Bay Area. Furthermore, it has been replicated in multiple new communities that are quite different from one another in their diversity, and Summit Olympus will do the same in South Tacoma. Summit believes one of the most powerful school options for all students is in heterogeneous schools with a rich mixture of student backgrounds, cultures, languages and life experiences. South Tacoma is similarly heterogeneous on all of these dimensions. This belief in the power of heterogeneous schools is supported by extensive research from Linda Darling-Hammond.

Of Summit's six schools, two just opened this year and thus do not have achievement data yet. For the other four schools, the table below shows that the diversity of the schools mirrors the diversity of their surrounding districts, yet the communities are also distinct from one another. While the racial breakdown in the Bay Area is different than South Tacoma, Summit is experienced in tailoring its proven model to new areas with different demographics, recruiting and serving a highly diverse student population, and meeting the unique needs of every single student. Furthermore, Summit's new school in West Contra Costa County will have demographics more similar to those in Tacoma, with 71% of students eligible for free- or reduced-price meals.

	Hispanic	White	Asian	African American	Filipino	Other	ELL	SPED	FRL
<b>Redwood City</b>									
Summit Prep	54%	32%	7%	2%	3%	3%	12%	14%	53%
Everest	56%	29%	4%	3%	3%	4%	18%	17%	45%
Sequoia Union HS District	46%	35%	6%	4%	1%	8%	18%	12%	33%
<b>San Jose</b>									
Rainier	64%	14%	8%	5%	4%	6%	17%	7%	47%
Tahoma	69%	9%	10%	4%	2%	7%	7%	9%	49%
East Side Union HS District	48%	8%	30%	3%	8%	3%	18%	9%	43%
	Hispanic	White	Asian	African American	Asian Pacific Islander	Other	ELL	SPED	FRL
South Tacaoma	18%	27%	13%	21%	16%	5%	10%	13%	70%

Note: Summit data is from this 2013-2014 school year, while district data is from the 2012-2013 school year.

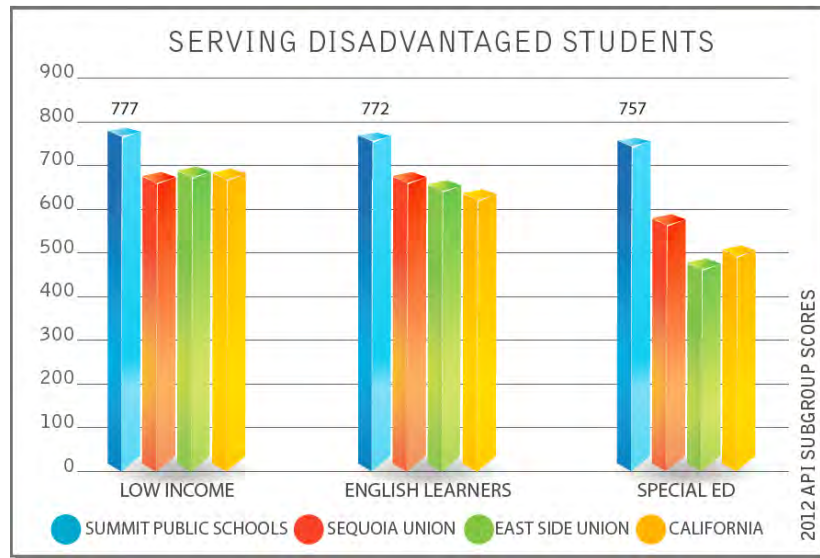
California creates one number – called the Academic Performance Index (“API”) – that combines all statewide testing for individual students, along with a number of other measures of success, as an easy way for schools to assess their standing. An API can range from 200 to 1000, and California has set a target of 800 for all schools to attempt to reach. All four Summit schools perform well above California’s measure of a successful school:

- Summit Prep: 845
- Everest: 822
- Summit Rainier: 823
- Summit Tahoma: 848

All four Summit schools rank among the top 20% of public high schools in the State of California. They also far surpass their peers in serving “at-risk” students. Some highlights include:

- Summit Prep ranks number 1 in the Bay Area and number 3 in California in serving students with disabilities.
- Summit Prep and Everest rank in the top 20 percent of public high schools serving English Language Learners in California.
- Low-income and Hispanic/Latino students at Summit Rainier and Tahoma earned API scores that place them in the top 20 percent of high schools in their County.
- Summit Tahoma ranks in the top 10% of public high schools serving socioeconomically disadvantaged students
- Summit Tahoma ranks in the top 3% of public high schools in California serving English Language Learners, and Summit Rainier ranks in the top 10%.

The chart below shows that when Summit schools are compared to their host districts, Summit is outperforming the districts in serving disadvantaged students.



The same is true across the various “at-risk” populations that Summit serves. Hispanic Summit students are outperforming their district peers by 68 API points in Sequoia Union and 136 in East Side Union. Similarly, African American Summit students are outperforming their district peers by 122 API points in Sequoia Union and Filipino Summit students are outperforming East Side Union peers by 92 API points. Lastly, Summit special education students are outpacing their peers in our host districts by 150-250 API points. Thus, Summit Public Schools has a significant track record serving similarly diverse students as those Olympus will serve from South Tacoma.

### Organizational Growth Plans

Summit Public Schools is an existing CMO with 6 schools serving 1,600 students across the Bay Area in California. Summit is committed first and foremost to ensuring that every school opened as a Summit school fulfills its mission to prepare a heterogeneous student population for success in a 4-year college and to be thoughtful, contributing members of society. When Summit’s Board is confident that the schools are able to do that, and when they are confident that Summit can be part of a broader public school solution to reform education for all students, they “greenlight” additional growth. Currently, the Summit Public Schools board has approved plans to open four high schools in Washington – two in fall 2015 and two in fall 2016, all in the Puget Sound region. Summit Public Schools is also open to continuing to grow in the Bay Area in California as long as we can ensure the fidelity of all schools in the organization. A new Summit charter for West Contra Costa County, CA will open in the fall of 2014. Summit remains open to adding additional schools in the Bay Area if it is consistent with the expansion criteria listed below. Similarly, Summit will continue to grow in Santa Clara and San Mateo Counties as there is demand for more Summit schools and viable facilities options. Summit Public Schools uses the following criteria to greenlight expansion:

- Need – college preparedness, academic performance, heterogeneous student demographics, and size of student population
- Faculty – potential to attract leadership and teachers, presence of high quality schools of education, proximity to talent
- Facility – availability, supply, cost
- Finances – various revenue sources, enrollment pool, costs
- Political Viability – charter history, political landscape, local leadership

**Capacity to Support Growth:**

The four planned schools in Washington will support a Regional Office that provides educational services to the schools (see *Attachment 11*). All four of those schools would be in the Puget Sound region, making it very feasible for the Regional Office to provide local support. Additionally, the Summit Public Schools Central Office team in California has significant capacity and expertise to support any and all growth. The central office is comprised of the following teams: Finance, Academics, Technology, Information, People, Growth, Communications & Development, and Expeditions. All of these teams provide robust support services to support any further growth (see *Start Up and Ongoing Operations* section, page 79).

This robust set of teams has successfully supported the opening of Summit's six existing schools and will continue to do so. This Central Office is currently comprised of 30+ staff and will ultimately grow to 45 to support 14 schools. Furthermore, as Summit moves towards a regional structure, Regional Offices in the Bay Area will be able to support schools on the ground in their more day-to-day needs (e.g., special education, college, immediate technology needs).

**Non-Renewal**

No Summit schools have ever been closed, non-renewed, or subject to charter revocation.

**WHEN YOU HAVE COMPLETED YOUR ANSWER, LEAVE THE REMAINDER OF THIS PAGE BLANK.**



# Summit Public School: Olympus

## Attachment 1 Background Check Authorizations





**CERTIFICATION**

I Jennie Davis Wickens certify that all information provided in, or attached to, this document, is true and correct. I understand that any omissions, inaccuracies, or failure to make full disclosures may be deemed sufficient to deny the application. I voluntarily consent to a thorough investigation and review of my criminal history and background. I further authorize all institutions, employers, agencies, and local, state or federal governmental agencies to release any information or records requested by the Commission, or its designee.



Signature

11/12/13

Date

# Certification and Authorization Form for a Criminal History Background Check

Directions: Answer all of the questions on this form.

Name: Zuniga Jimmy Bernard  
Last First Middle

Former Name(s)/Aliases/Maiden Name(s):  
\_\_\_\_\_  
\_\_\_\_\_

Address: [REDACTED]  
Street City State Zip Code

Date of birth: [REDACTED] Sex:  Male  Female  
Month Day Year

Have you been fingerprinted in the past?  Yes  No

In what state? California

For what purpose? LiveScan form for substitute teacher position

Have you ever been arrested and/or convicted of a crime or offense?  Yes  No

(Minor traffic offenses such as parking or speeding violations need not be listed)

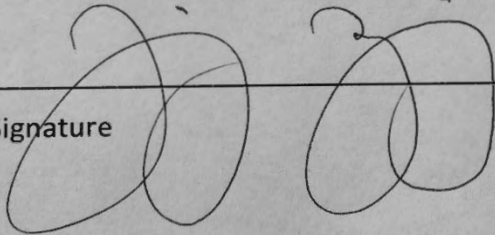
If you have answered yes, conviction records for each of the associated offenses must be disclosed. At a minimum, the disclosure must include the date of arrest, date of offense, date of conviction, offenses, court name, case number, state where conviction occurred, as well as a copy of the charging and sentencing documents.

NOTE: Copies of judgments, sentencing documents and termination of probation orders may be obtained from the clerk of the county where those orders were issued and filed.

This disclosure requirement is continuing. You must notify the Commission within 5 business days if you are convicted of any crimes or offenses after this form has been completed.

**CERTIFICATION**

I Jimmy Zuriga certify that I all information provided in, or attached to, this document, is true and correct. I understand that any omissions, inaccuracies, or failure to make full disclosures may be deemed sufficient to deny the application. I voluntarily consent to a thorough investigation and review of my criminal history and background. I further authorize all institutions, employers, agencies, and local, state or federal governmental agencies to release any information or records requested by the Commission, or its designee.

 \_\_\_\_\_ 11/26/13  
Signature Date

# Certification and Authorization Form for a Criminal History Background Check

Directions: Answer all of the questions on this form.

Name: Tavenner Diane Shafer  
Last First Middle

Former Name(s)/Aliases/Maiden Name(s):

[Redacted]

Address:

[Redacted]

Street City State Zip Code

Date of birth: [Redacted]  
Month Day Year

Sex:  Male  Female

Have you been fingerprinted in the past?  Yes  No

In what state? CA

For what purpose? Teaching Credential / Schod

Have you ever been arrested and/or convicted of a crime or offense?  Yes  No

(Minor traffic offenses such as parking or speeding violations need not be listed)

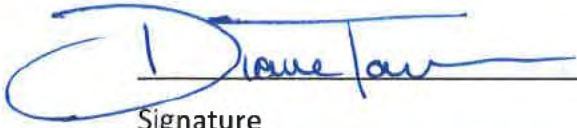
If you have answered yes, conviction records for each of the associated offenses must be disclosed. At a minimum, the disclosure must include the date of arrest, date of offense, date of conviction, offenses, court name, case number, state where conviction occurred, as well as a copy of the charging and sentencing documents.

NOTE: Copies of judgments, sentencing documents and termination of probation orders may be obtained from the clerk of the county where those orders were issued and filed.

This disclosure requirement is continuing. You must notify the Commission within 5 business days if you are convicted of any crimes or offenses after this form has been completed.

**CERTIFICATION**

I Diane Tavenner certify that all information provided in, or attached to, this document, is true and correct. I understand that any omissions, inaccuracies, or failure to make full disclosures may be deemed sufficient to deny the application. I voluntarily consent to a thorough investigation and review of my criminal history and background. I further authorize all institutions, employers, agencies, and local, state or federal governmental agencies to release any information or records requested by the Commission, or its designee.

  
Signature

November 16, 2013  
Date

# Certification and Authorization Form for a Criminal History Background Check

Directions: Answer all of the questions on this form.

Name: Parker Isabelle Anna Bibbler  
Last First Middle

Former Name(s)/Aliases/Maiden Name(s):  
[Redacted]

Address:  
[Redacted]  
Street City State Zip Code

Date of birth: [Redacted] Sex:  Male  Female  
Month Day Year

Have you been fingerprinted in the past?  Yes  No

In what state? CA

For what purpose? employment

Have you ever been arrested and/or convicted of a crime or offense?  Yes  No

(Minor traffic offenses such as parking or speeding violations need not be listed)

If you have answered yes, conviction records for each of the associated offenses must be disclosed. At a minimum, the disclosure must include the date of arrest, date of offense, date of conviction, offenses, court name, case number, state where conviction occurred, as well as a copy of the charging and sentencing documents.

NOTE: Copies of judgments, sentencing documents and termination of probation orders may be obtained from the clerk of the county where those orders were issued and filed.

This disclosure requirement is continuing. You must notify the Commission within 5 business days if you are convicted of any crimes or offenses after this form has been completed.

**CERTIFICATION**

I Isabelle Parker certify that I all information provided in, or attached to, this document, is true and correct. I understand that any omissions, inaccuracies, or failure to make full disclosures may be deemed sufficient to deny the application. I voluntarily consent to a thorough investigation and review of my criminal history and background. I further authorize all institutions, employers, agencies, and local, state or federal governmental agencies to release any information or records requested by the Commission, or its designee.

Isabelle Parker

4/18/13

Signature

Date

# Certification and Authorization Form for a Criminal History Background Check

Directions: Answer all of the questions on this form.

Name: Arambula, Diego  
Last First Middle

Former Name(s)/Aliases/Maiden Name(s):  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Street City State Zip Code

Date of birth: \_\_\_\_\_  
Month Day Year

Sex:  Male  Female

Have you been fingerprinted in the past?  Yes  No

In what state? California

For what purpose? teaching credential

Have you ever been arrested and/or convicted of a crime or offense?  Yes  No

(Minor traffic offenses such as parking or speeding violations need not be listed)

If you have answered yes, conviction records for each of the associated offenses must be disclosed. At a minimum, the disclosure must include the date of arrest, date of offense, date of conviction, offenses, court name, case number, state where conviction occurred, as well as a copy of the charging and sentencing documents.

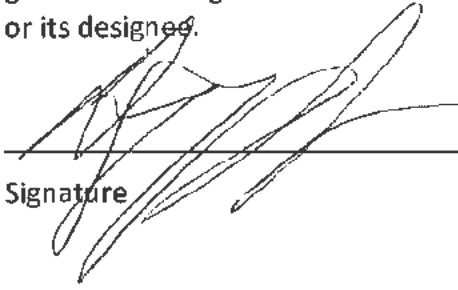
NOTE: Copies of judgments, sentencing documents and termination of probation orders may be obtained from the clerk of the county where those orders were issued and filed.

This disclosure requirement is continuing. You must notify the Commission within 5 business days if you are convicted of any crimes or offenses after this form has been completed.



**CERTIFICATION**

I Diego Arambola certify that all information provided in, or attached to, this document, is true and correct. I understand that any omissions, inaccuracies, or failure to make full disclosures may be deemed sufficient to deny the application. I voluntarily consent to a thorough investigation and review of my criminal history and background. I further authorize all institutions, employers, agencies, and local, state or federal governmental agencies to release any information or records requested by the Commission, or its designees.



Signature

11/18/13

Date

# Certification and Authorization Form for a Criminal History Background Check

Directions: Answer all of the questions on this form.

Name: Deane JONATHAN BRADFORD  
Last First Middle

Former Name(s)/Aliases/Maiden Name(s):  
\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Street

City

State

Zip Code

Date of birth: \_\_\_\_\_

Month

Day

Year

Sex:  Male  Female

Have you been fingerprinted in the past?  Yes  No

In what state? CA

For what purpose? Teaching

Have you ever been arrested and/or convicted of a crime or offense?  Yes  No

(Minor traffic offenses such as parking or speeding violations need not be listed)

If you have answered yes, conviction records for each of the associated offenses must be disclosed. At a minimum, the disclosure must include the date of arrest, date of offense, date of conviction, offenses, court name, case number, state where conviction occurred, as well as a copy of the charging and sentencing documents.

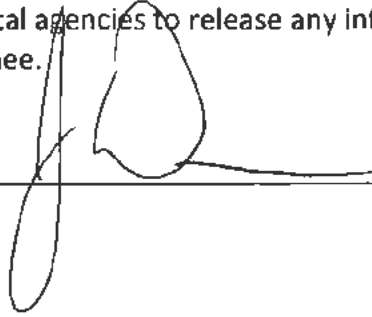
NOTE: Copies of judgments, sentencing documents and termination of probation orders may be obtained from the clerk of the county where those orders were issued and filed.

This disclosure requirement is continuing. You must notify the Commission within 5 business days if you are convicted of any crimes or offenses after this form has been completed.

**CERTIFICATION**

I JONATHAN DEANE certify that all information provided in, or attached to, this document, is true and correct. I understand that any omissions, inaccuracies, or failure to make full disclosures may be deemed sufficient to deny the application. I voluntarily consent to a thorough investigation and review of my criminal history and background. I further authorize all institutions, employers, agencies, and local, state or federal governmental agencies to release any information or records requested by the Commission, or its designee.

Signature



11/18/13

Date

# Certification and Authorization Form for a Criminal History Background Check

Directions: Answer all of the questions on this form.

Name: Browne Mira  
Last First Middle

Former Name(s)/Aliases/Maiden Name(s):  
\_\_\_\_\_  
\_\_\_\_\_

Address:  
\_\_\_\_\_  
Street City State Zip Code

Date of birth: \_\_\_\_\_ Sex:  Male  Female  
Month Day Year

Have you been fingerprinted in the past?  Yes  No

In what state? CA

For what purpose? Education

Have you ever been arrested and/or convicted of a crime or offense?  Yes  No

(Minor traffic offenses such as parking or speeding violations need not be listed)

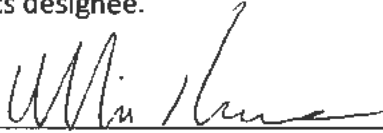
If you have answered yes, conviction records for each of the associated offenses must be disclosed. At a minimum, the disclosure must include the date of arrest, date of offense, date of conviction, offenses, court name, case number, state where conviction occurred, as well as a copy of the charging and sentencing documents.

NOTE: Copies of judgments, sentencing documents and termination of probation orders may be obtained from the clerk of the county where those orders were issued and filed.

This disclosure requirement is continuing. You must notify the Commission within 5 business days if you are convicted of any crimes or offenses after this form has been completed.

**CERTIFICATION**

I Mira Browne certify that all information provided in, or attached to, this document, is true and correct. I understand that any omissions, inaccuracies, or failure to make full disclosures may be deemed sufficient to deny the application. I voluntarily consent to a thorough investigation and review of my criminal history and background. I further authorize all institutions, employers, agencies, and local, state or federal governmental agencies to release any information or records requested by the Commission, or its designee.



11/18/13

Signature

Date

# Certification and Authorization Form for a Criminal History Background Check

Directions: Answer all of the questions on this form.

Name: Carter John Adam  
Last First Middle

Former Name(s)/Aliases/Maiden Name(s):  
\_\_\_\_\_  
\_\_\_\_\_

Address:  
\_\_\_\_\_  
Street City State Zip Code

Date of birth: \_\_\_\_\_ Sex:  Male  Female  
Month Day Year

Have you been fingerprinted in the past?  Yes  No

In what state? CA

For what purpose? Teaching credential

Have you ever been arrested and/or convicted of a crime or offense?  Yes  No  
(Minor traffic offenses such as parking or speeding violations need not be listed)

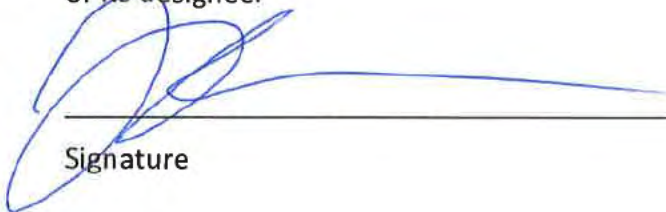
If you have answered yes, conviction records for each of the associated offenses must be disclosed. At a minimum, the disclosure must include the date of arrest, date of offense, date of conviction, offenses, court name, case number, state where conviction occurred, as well as a copy of the charging and sentencing documents.

NOTE: Copies of judgments, sentencing documents and termination of probation orders may be obtained from the clerk of the county where those orders were issued and filed.

This disclosure requirement is continuing. You must notify the Commission within 5 business days if you are convicted of any crimes or offenses after this form has been completed.

**CERTIFICATION**

I John Adam Carter certify that I all information provided in, or attached to, this document, is true and correct. I understand that any omissions, inaccuracies, or failure to make full disclosures may be deemed sufficient to deny the application. I voluntarily consent to a thorough investigation and review of my criminal history and background. I further authorize all institutions, employers, agencies, and local, state or federal governmental agencies to release any information or records requested by the Commission, or its designee.



Signature

11/19/2013

Date





**CERTIFICATION**

I Andrew Moores-Grimshaw certify that I all information provided in, or attached to, this document, is true and correct. I understand that any omissions, inaccuracies, or failure to make full disclosures may be deemed sufficient to deny the application. I voluntarily consent to a thorough investigation and review of my criminal history and background. I further authorize all institutions, employers, agencies, and local, state or federal governmental agencies to release any information or records requested by the Commission, or its designee.

Andrew Moores-Grimshaw  
Signature

11/25/2013  
Date

Please note that although professionally I use the name 'DREW GRIMSHAW' exclusively, my full legal name is ANDREW CHARLES MOORES-GRIMSHAW and the latter should be used for any criminal or other background checks.

Andrew Moores-Grimshaw



# Summit Public School: Olympus

## Attachment 2

Course Scope & Sequence for 9<sup>th</sup> Grade Math, including:

Math Content Guide

Cognitive Skills Rubric

Habits of Success Continuum

## 9<sup>th</sup> Grade Math (Algebra 1 / Geometry)

### *I. Cognitive Skills and Ranges*

<b>Domain/Topic/Subtopic</b>	<b>Appropriate Range</b>
Writing/Argument	2-4
Writing/Expository	2-4
Speaking and Listening/Presentation	2-4
Problem formulation/Understanding the problem	2-4
Problem formulation/Modeling	2-4
Precision and accuracy	1-4

### *II. Content Focus Areas and Power Strands*

<b>Content Focus Areas</b>	<b>Power Strand?</b>
Domain and Range	
Exponential Functions	X
Linear Functions	X
Representing Functions	X
Factoring Quadratic Expressions	
Quadratic Equations	X
Quadratic Functions	X
Systems of Equations and Inequalities	X
Two-Variable Inequalities	
Coordinate Geometry	X
Language, Logic and Proof	
Constructions	
Transformations	X
Congruence	

Similarity	
Segments and Angles with Circles	X
Right Triangle Trigonometry	X
The Pythagorean Theorem and Distance	

### III. Sample Performance Tasks

<b><u>Performance Task</u></b>	<b>Content</b>	<b>Additional Cog Skills*</b>	<b>Sequence / Approx Time</b>
Signing Up	Linear Functions Representing Functions	Precision/Accuracy Contextualizing Synthesis	#1 (Alg.) 2 weeks
Mosaics	Linear Functions Representing Functions	Precision/Accuracy Contextualizing Writing	#2 (Alg.) 2 weeks
Booming Populations	Exponential Functions	Data/Info Analysis Technology Inquiry Process	#3 (Alg.) 1 week
Event Planning	Systems of Equations and Inequalities Two Variable Inequalities	Synthesis Contextualizing Inquiry Process Technology Writing Precision/Accuracy	#4 (Alg.) 3 weeks
Projectile Motion	Quadratic Equations Quadratic Functions Quadratic Expressions	Inquiry Process Technology Writing Precision/Accuracy Contextualizing	#5 (Alg.) 2 weeks
Buried Treasure	Coordinate Geometry The Pythagorean Theorem and Distance	Data/Info Analysis Technology Inquiry Process Writing Precision/Accuracy Contextualizing	#1 (Geo.) 2 weeks
Making a	Right Triangle Trigonometry	Precision/Accuracy	#2 (Geo.)

Blueprint	Similarity Constructions Congruence	Writing Research Contextualizing Technology	3 weeks
Setting Up Sprinklers	Segments and Angles with Circles Language, Logic, and Proof The Pythagorean Theorem and Distance	Precision/accuracy Technology Writing	#3 (Geo.) 2 weeks
Transformation Art	Transformations	Synthesis Contextualizing Precision/Accuracy	#4 (Geo.) 1 weeks

*Appendix: Related Common Core “Content” Standards for Algebra*

Standard	Text of Standard
A-SSE.1	Interpret expressions that represent a quantity in terms of its context.
A-APR.3	Identify zeros of polynomials when suitable factorizations are available, and use the zeros to construct a rough graph of the function defined by the polynomial.
A-CED.1	Create equations and inequalities in one variable and use them to solve problems. <i>Include equations arising from linear and quadratic functions, and simple rational and exponential functions.</i>
A-CED.2	Create equations in two or more variables to represent relationships between quantities; graph equations on coordinate axes with labels and scales.
A-CED.3	Represent constraints by equations or inequalities, and by systems of equations and/or inequalities, and interpret solutions as viable or nonviable options in a modeling context. <i>For example, represent inequalities describing nutritional and cost constraints on combinations of different foods.</i>
A-REI.10	Understand that the graph of an equation in two variables is the set of all its solutions plotted in the coordinate plane, often forming a curve (which could be a line).
A-REI.12	Graph the solutions to a linear inequality in two variables as a halfplane (excluding the boundary in the case of a strict inequality), and graph the solution set to a system of linear inequalities in two variables as the intersection of the corresponding half-planes.
F-IF.2	Use function notation, evaluate functions for inputs in their domains, and interpret statements that use function notation in terms of a context.
F-IF.4	For a function that models a relationship between two quantities, interpret key features of graphs and tables in terms of the quantities, and sketch graphs showing key features given a verbal description of the relationship. <i>Key features include: intercepts; intervals where the function is increasing, decreasing, positive, or negative; relative maximums and minimums; symmetries; end behavior; and periodicity</i>

F-IF.6	Calculate and interpret the average rate of change of a function (presented symbolically or as a table) over a specified interval. Estimate the rate of change from a graph.
F-IF.7a	Graph linear and quadratic functions and show intercepts, maxima, and minima.
F-IF.8a	Use the process of factoring and completing the square in a quadratic function to show zeros, extreme values, and symmetry of the graph, and interpret these in terms of a context.
F-BF.1a	Determine an explicit expression, a recursive process, or steps for calculation from a context.

<b>Standard</b>	<b>Text of Standard</b>
N-Q.1	Use units as a way to understand problems and to guide the solution of multi-step problems; choose and interpret units consistently in formulas; choose and interpret the scale and the origin in graphs and data displays.
N-Q.2	Define appropriate quantities for the purpose of descriptive modeling.
N-Q.3	Choose a level of accuracy appropriate to limitations on measurement when reporting quantities.

*Related Common Core “Content” Standard for Geometry*

<b>Standard</b>	<b>Text of Standard</b>
7.G.1	Solve problems involving scale drawings of geometric figures, including computing actual lengths and areas from a scale drawing and reproducing a scale drawing at a different scale.
7.G.6	Solve real-world and mathematical problems involving area, volume and surface area of two- and three-dimensional objects composed of triangles, quadrilaterals, polygons, cubes, and right prisms.
G-SRT.5	Use congruence and similarity criteria for triangles to solve problems and to prove relationships in geometric figures.
G-SRT.8	Use trigonometric ratios and the Pythagorean Theorem to solve right triangles in applied problems.
G-GPE.4	Use coordinates to prove simple geometric theorems algebraically. <i>For example, prove or disprove that a figure defined by four given points in the coordinate plane is a rectangle; prove or disprove that the point <math>(1, \sqrt{3})</math> lies on the circle centered at the origin and containing the point <math>(0, 2)</math>.</i>
G-GPE.7	Use coordinates to compute perimeters of polygons and areas of triangles and rectangles, e.g., using the distance formula.
G-GMD.3	Use volume formulas for cylinders, pyramids, cones, and spheres to solve problems.
G-MG.3	Apply geometric methods to solve design problems (e.g., designing an object or structure to satisfy physical constraints or minimize cost; working with typographic grid systems based on ratios).

<b>Standard</b>	<b>Text of Standard</b>
N-Q.1	Use units as a way to understand problems and to guide the solution of multi-step problems; choose and interpret units consistently in formulas; choose and interpret the scale and the origin in graphs and data displays.
N-Q.2	Define appropriate quantities for the purpose of descriptive modeling.
N-Q.3	Choose a level of accuracy appropriate to limitations on measurement when reporting quantities.





Linear and Non-Linear Functions	Arithmetic and Geometric Patterns[49]					Operations with Functions [50]	Fundamental Theorem of Calculus	
			Representing Functions [51]		Sequences and Series[52]	Transformations of Functions	Taylor Series	
			Domain and Range[53]			Other Functions (Piecewise, Root, Absolute Value)[54]	Limits and Continuity	
				Quadratic Functions[55]		Inverse Functions[56]	Computation of Derivatives	
				Exponential Functions[57]		Rational Functions[58]		
			Slope and the Equation of a Line		Logarithmic Functions		Parametric, Polar, and Vector Functions	
				Linear Functions[59]	Graphs of Trigonometric Function[60]			
				The Unit Circle[61]	Inverse Trig Functions and Trig Identities[62]		Series of Constants	
Coordinate Graphing		Coordinate Plane[65]	[66]			Polynomial Functions[63]	[64]	
				Average Rate of Change [67]		Derivatives: Instantaneous Rate of Change	Applications of Derivatives	
				[68]		Integrals: Accumulation of Net Change	Techniques and Applications of Antidifferentiation	
Geometry and Measurement	Estimate & Measure			Volume and Surface Area [69]		Applications of Integrals		
				Circumference and Area of Circles[70]	Segments and Angles with Circles[71]			
				Perimeter and Area[72]				
	Properties of Plane & Solid Geometric Figures		Basic Shapes[73]			Right Triangle Trigonometry[74]		
			Language, Logic, and Proof		Similarity[75]			
				Parallel Lines and Angles [76]	The Pythagorean Theorem and Distance[77]			
				Basic Angles[78]	Congruence[79]	[80]		
				Transformations[81]	Coordinate Geometry[82]			
			Constructions[83]		Conic Sections[84]			
Statistics and Probability	Data Display & Analysis		Univariate Categorical Data[85]	Patterns in Bivariate Data	Bivariate Categorical Data			
			Displaying Quantitative Data[86]		Bivariate Quantitative Data[87]			
			Describing Quantitative Data[88]	Positions and Comparisons of Univariate Quantitative Data[89]				
			Collecting Data: Sampling [90]	Inferences and Comparisons from Samples	Interpreting Inferential Statistics			
			Collecting Data: Experiments	Sampling Distributions	Performing Inferential Statistics			
	Probability			Probability Models for Single Events[91]	Conditional Probability[92]	Probability Distributions of Random Variables[93]		
				Experimental and Theoretical Probability	Counting, Permutations, Combinations[94]	Normal Distributions[95]		
				Probability Models for Compound Events[96]				

# Cognitive Skills Rubric

## General Literacy

Evidence							
Level 1 - No evidence	Level 2 - Passing 4th Grader	Level 3 - Passing 6th Grader	Level 4 - Passing 8th Grader	Level 5 - Passing 10th Grader	Level 6 - College Ready	Level 7 - AP Proficient	Level 8 - Pre-Professional
No evidence of using evidence.	Selects evidence that minimally supports the central idea. Evidence is general or unrelated to the central idea. Evidence is drawn from one source.	Selects evidence to support the central idea. Evidence is mainly from one source, with limited evidence from across sources.	Selects relevant evidence to support the central idea. Evidence is drawn unevenly across sources.	Selects multiple pieces of relevant evidence to support the central idea. Evidence is drawn evenly across sources	Selects relevant and salient evidence across sources to support central idea. Does not identify missing evidence.	Selects relevant and salient evidence across sources to support central idea and some of its components. Inconsistently identifies missing evidence.	Selects relevant and salient evidence across sources to support central idea and all components. Identifies missing evidence and ambiguous evidence.
Theme/Central Idea							
Level 1 - No evidence	Level 2 - Passing 4th Grader	Level 3 - Passing 6th Grader	Level 4 - Passing 8th Grader	Level 5 - Passing 10th Grader	Level 6 - College Ready	Level 7 - AP Proficient	Level 8 - Pre-Professional
No evidence of identifying themes and central ideas.	Determine a theme/central idea of a source	Determine a theme/central idea of a source and some of the central components, key ideas, or conclusions.	Determine a theme/central idea of a source and the central components, key ideas, or conclusions.	Determine a theme/central idea of a source and the central components, key ideas, or conclusions. Identifies some connections between ideas within a source.	Determine a theme/central idea of a source and the central components, key ideas, or conclusions. Identifies connections between ideas within a source.	Determine a theme/central idea of a source and the central components, key ideas, or conclusions. Identifies some connections between ideas within and across sources.	Determine a theme/central idea of a source and the central components, key ideas, or conclusions. Identifies connections between ideas within and across sources.
Point of View/Purpose							
Level 1 - No evidence	Level 2 - Passing 4th Grader	Level 3 - Passing 6th Grader	Level 4 - Passing 8th Grader	Level 5 - Passing 10th Grader	Level 6 - College Ready	Level 7 - AP Proficient	Level 8 - Pre-Professional
Does not identify the author's point of view	Identify the point of view of the author/speaker of a source. Provide a general understanding or mis-state the author's point of view.	Provide a broad understanding of the author's point of view but may not identify all of the details.	Identify salient details of an author/speaker's explicit point of view, and may acknowledge/address conflicting views. Identify the author's intended audience.	Identify salient details of an author/speaker's explicit point of view and limited details of the implicit aspects. Identify the intended audience and partially describe how an author uses language/rhetoric to advance point of view or purpose to them.	Identify salient and relevant details of an author/speaker's explicit & implicit point of view or purpose. Analyze how the author uses language/rhetoric to advance point of view or purpose.	Completely determine an author/speaker's point of view or purpose in a text/source. Analyze how they use specific language/rhetoric to advance that point of view or purpose.	Convey an author/speaker's point of view or purpose in a text/source, analyzes how they use specific language/rhetoric to advance that point of view or purpose, over other choices.
Diction							
Level 1 - No evidence	Level 2 - Passing 4th Grader	Level 3 - Passing 6th Grader	Level 4 - Passing 8th Grader	Level 5 - Passing 10th Grader	Level 6 - College Ready	Level 7 - AP Proficient	Level 8 - Pre-Professional
No evidence of describing author/speaker word choice.	Can explain the difference between a connotative meaning and a denotative meaning. May be able to describe, with some clarity, why an author would pick one word over another.	Determine the meaning of words and phrases as they are used in the text including figurative and connotative meanings; limited description of the impact of a specific word choice on meaning & tone.	Determine the meaning of words and phrases as they are used in the text (figurative, connotative, & technical meanings) and the impact of specific words on meaning & tone.	Determine the meaning of words and phrases as they are used in the text (figurative, connotative, technical meanings). Analyze the impact of specific word choices on meaning & tone.	Analyze the cumulative impact of specific word choices on the meaning, tone, and mood of the text.	Analyze the cumulative impact of specific word choices on the meaning, tone, and mood of a source and provides reasoning for the author's choices.	Analyze the cumulative impact of specific word choices on the meaning, tone, and mood of a source, with an additional focus on words with multiple meanings, the connotative value and effect of diction, and language that is particularly fresh, engaging, or beautiful;

**Literary Analysis (Fiction)**

Literary Analysis (Fiction)							
<b>Development (Fiction)</b>							
<b>Level 1 - No evidence</b> No evidence of analysis of story.	<b>Level 2 - Passing 4th Grader</b> Summarizes the plot of a story or drama; unclear which details are most important	<b>Level 3 - Passing 6th Grader</b> Describe how a particular story's or drama's plot unfolds in a series of episodes. Describe how characters respond or change as plot moves toward a resolution.	<b>Level 4 - Passing 8th Grader</b> Describe many particular elements of a story or drama. Identify how elements of the story interact.	<b>Level 5 - Passing 10th Grader</b> Describe how author introduces/develops characters and unfolds events over the course of a text. Identifies limited interactions and connections between characters or between events.	<b>Level 6 - College Ready</b> Describe how author unfolds events over the course of a text. Describes interactions and connections between characters and events.	<b>Level 7 - AP Proficient</b> Describe the impact of the author's choices regarding how to develop and relate elements of a story or drama.	<b>Level 8 - Pre-Professional</b> Describe the impact of the author's choices regarding how to develop and relate elements of a story or drama and explain why these choices are impactful.
<b>Structure (Fiction)</b>							
<b>Level 1 - No evidence</b> No evidence of summary.	<b>Level 2 - Passing 4th Grader</b> Summarizes entire texts and specific sections. Explains, in generalities, how a section of text relates to the whole text.	<b>Level 3 - Passing 6th Grader</b> Describes the plot of a text in the terms of its dramatic structure. Identifies the individual parts and provides some explanation of what they contribute to the ideas in the text.	<b>Level 4 - Passing 8th Grader</b> Describe how an author's choices concerning how to structure specific parts of a text contribute to its overall structure and meaning;	<b>Level 5 - Passing 10th Grader</b> Describe how an author's choices to structure a text and evaluate how they contribute to emotional effects and/or contribute to the meaning and tone of the work.	<b>Level 6 - College Ready</b> Evaluate the effectiveness/ineffectiveness of an author's structural choices to create emotional effects and/or contribute to the meaning and tone of the work and proposes limited structural changes to make ideas or themes more salient.	<b>Level 7 - AP Proficient</b> Evaluate the effectiveness/ineffectiveness of an author's structural choices to create emotional effects and/or contribute to the meaning and tone of the work and proposes structural changes to make ideas or themes more salient.	<b>Level 8 - Pre-Professional</b> Evaluate the effectiveness/ineffectiveness of an author's structural choices to create emotional effects and/or contribute to the meaning and tone of the work and proposes clear and relevant structural changes to make ideas or themes more salient.
<b>Multiple Texts/Points of View (Fiction)</b>							
<b>Level 1 - No evidence</b> No evidence of identifying similarities/differences.	<b>Level 2 - Passing 4th Grader</b> Compare and contrast the point of view from which different stories are narrated, including the difference in first and third person narratives.	<b>Level 3 - Passing 6th Grader</b> Analyze how an author develops points of view of different characters or narrators.	<b>Level 4 - Passing 8th Grader</b> Analyze how the author develops points of view to communicate ideas/themes or create emotional effects in the reader. May attempt to make connections to the world outside of the text.	<b>Level 5 - Passing 10th Grader</b> Analyze how the author's points of view connect the ideas/themes of the story to the outside world or real life.	<b>Level 6 - College Ready</b> Analyze how author draws on & transforms source material in a specific work, distinguishing nuances between the world of the story and the outside world.	<b>Level 7 - AP Proficient</b> Analyze how 2 or more college-level texts from the same period treat similar themes/topics through developing different points of view.	<b>Level 8 - Pre-Professional</b> Analyze how 2 or more college-level texts treat similar themes/topics, comparing points of views between narrators and characters in different texts. Evaluate the author's choices in how they create differences within those worlds.

**Textual Analysis (Non-Fiction)**

**Development (Non-Fiction)**

Level 1 - No evidence	Level 2 - Passing 4th Grader	Level 3 - Passing 6th Grader	Level 4 - Passing 8th Grader	Level 5 - Passing 10th Grader	Level 6 - College Ready	Level 7 - AP Proficient	Level 8 - Pre-Professional
No evidence of analysis of ideas.	Use specific information in a source to explain the significance and cause of an event, procedure, idea or concept.	Use specific examples or anecdotes to show how an idea, event, or individual is introduced, explained, or extended.	Analyze how author/speaker connects or distinguishes between ideas, events or individuals.	Analyze how author/speaker introduces and develops an idea, event or individual and the connections that are drawn between them. Include limited analysis of the development of a complex set of ideas, series of events, or key individual.	Analyze how author/speaker introduces and develops an idea, event or individual and the connections that are drawn between them. Provide clear analysis of the development of a complex set of ideas, series of events, or key individual.	Analyze how author/speaker introduces and develops an idea, event or individual and the connections that are drawn between them. Provide clear analysis of the development of a complex set of ideas, series of events, or key individual. Evaluate the effectiveness of how the ideas are developed.	Analyze how author/speaker introduces and develops an idea, event or individual and the connections that are drawn between them. Provide clear analysis of the development of a complex set of ideas, series of events, or key individual. Evaluate the effectiveness of how the ideas are developed and propose changes to make the development more effective.

**Structure (Non-Fiction)**

Level 1 - No evidence	Level 2 - Passing 4th Grader	Level 3 - Passing 6th Grader	Level 4 - Passing 8th Grader	Level 5 - Passing 10th Grader	Level 6 - College Ready	Level 7 - AP Proficient	Level 8 - Pre-Professional
No evidence of structural analysis.	Identify the key organizing features of a source.	Identify the key organizing features of a source. Analyze the integration of a particular sentence or paragraph in a source and how it contributes to the development of the main idea/concept.	Identify the key organizing features of a source. Analyze how a particular paragraph contributes to the development of the main idea/concept.	Identify the key organizing features and sections in a source. Analyze the effectiveness of a particular sentence or paragraph in developing the main/idea or concept	Identify the key organizing features and sections in a source. Evaluate the effectiveness of the sections in developing clear and convincing points of an idea/concept.	Identify the key organizing features and sections in a source. Evaluate the effectiveness and ineffectiveness of particular sections in developing clear and convincing points of an idea/concept.	Identify the key organizing features and sections in a source. Evaluate the effectiveness and ineffectiveness of particular sections. Propose changes that could improve the development of ideas/concepts.

**Multiple Texts (Non-Fiction)**

Level 1 - No evidence	Level 2 - Passing 4th Grader	Level 3 - Passing 6th Grader	Level 4 - Passing 8th Grader	Level 5 - Passing 10th Grader	Level 6 - College Ready	Level 7 - AP Proficient	Level 8 - Pre-Professional
No evidence of an ability to identify similarities/differences.	Describe how a firsthand and secondhand account explores the same topic using different information.	Analyze how an author/speaker develops a point of view on a topic by emphasizing specific examples or facts.	Analyze how an author develops a point of view on a topic and responds to sources with conflicting examples, facts, or viewpoints.	Analyze how two or more authors/speakers explore the same topic by emphasizing different examples or facts. Evaluate the effectiveness of the authors' use of facts, examples or emotional appeal.	Analyze how two or more authors/speakers explore the same topic through building on examples or facts. Evaluate the effectiveness of the authors' use of facts, examples, or emotional appeal.	Analyze how two or more authors/speakers explore the same topic through building on examples or facts. Evaluate the effectiveness of the author's choice of content and writing style.	Analyze how two or more authors/speakers explore the same topic through building on examples or facts. Evaluate the effectiveness of the authors' content based on the developing understanding of the topic over time

**Data/Info Analysis**

<b>Deconstruct Data/Info, Order/Classify, Identify Patterns</b>							
<b>Level 1 - No evidence</b>	<b>Level 2 - Passing 4th Grader</b>	<b>Level 3 - Passing 6th Grader</b>	<b>Level 4 - Passing 8th Grader</b>	<b>Level 5 - Passing 10th Grader</b>	<b>Level 6 - College Ready</b>	<b>Level 7 - AP Proficient</b>	<b>Level 8 - Pre-Professional</b>
No evidence of information deconstruction or pattern identification	Attempts to identify relevant information within a source; Unable to identify patterns because information is not broken down into useful pieces	Identifies some relevant information within a source, groups information but no patterns identified	Identifies all relevant information within a source; Information is grouped into mostly useable pieces and pattern identification is attempted	Identifies all relevant information within various types of familiar sources; All information is grouped into useable pieces and some patterns are identified	Identifies relevant information within a wide range of sources, mostly familiar but some unfamiliar; All information is efficiently grouped into useable pieces. Many patterns are identified	Identifies relevant information within a wide range of sources, familiar and unfamiliar; All information is efficiently grouped into the most useable pieces and all possible patterns are identified; makes some insights relevant to the problem/prom	Identifies the most relevant information within a wide range of sources, familiar and unfamiliar; groups information/data into useable pieces and looks for patterns and relationships as the basis for developing ideas and insights relevant to the problem/prompt and its solution

Evaluation

Evaluation							
<b>Reliability and Validity</b>							
<b>Level 1 - No evidence</b> No evidence of source evaluation.	<b>Level 2 - Passing 4th Grader</b> Attempts to evaluate one or two aspects of source reliability by analyzing the authorship, purpose, potential bias, presentation, accuracy, completeness, currency, and relevance of information but may do so inaccurately.	<b>Level 3 - Passing 6th Grader</b> Evaluates a few aspects of source reliability by analyzing the authorship, purpose, potential bias, presentation, accuracy, completeness, currency, and relevance of information but may be inaccurate about some aspects.	<b>Level 4 - Passing 8th Grader</b> Accurately evaluates a few aspects of source reliability by analyzing the authorship, purpose, potential bias, presentation, accuracy, completeness, currency, and relevance of information.	<b>Level 5 - Passing 10th Grader</b> Evaluates many aspects of source reliability by analyzing the authorship, purpose, potential bias, presentation, accuracy, completeness, currency, and relevance of information.	<b>Level 6 - College Ready</b> Clearly evaluates most aspects of source reliability by analyzing the authorship, purpose, potential bias, presentation, accuracy, completeness, currency, and relevance of information.	<b>Level 7 - AP Proficient</b> Accurately and clearly evaluates all but one aspect of source reliability by analyzing the authorship, purpose, potential bias, presentation, accuracy, completeness, currency, and relevance of information.	<b>Level 8 - Pre-Professional</b> Accurately and clearly evaluates all aspects of source reliability by analyzing the authorship, purpose, potential bias, presentation, accuracy, completeness, currency, and relevance of information.
<b>Compare/Contrast</b>							
<b>Level 1 - No evidence</b> No evidence of comparing/contrasting.	<b>Level 2 - Passing 4th Grader</b> Compare/contrast some information presented in different media/formats (visual, quantitative) as well as in words to develop a partial understanding of a topic/issue.	<b>Level 3 - Passing 6th Grader</b> Compare/contrast information presented in different media/formats (visual, quantitative) as well as in words to develop a general, accurate understanding of a topic/issue.	<b>Level 4 - Passing 8th Grader</b> Compare/contrast a text to an audio/video/multi-media version of the text, analyze each medium's portrayal of the subjects.	<b>Level 5 - Passing 10th Grader</b> Compare/contrast the advantages & disadvantages of using different mediums (print or digital text, video) to present a particular topic or idea.	<b>Level 6 - College Ready</b> Compare/contrast various accounts of a subject told in different mediums & determine which details are emphasized in each account and for what purpose.	<b>Level 7 - AP Proficient</b> Compare/contrast multiple sources of information presented in different media/formats as well as in words in order to address an open-ended question or answer a problem/prompt.	<b>Level 8 - Pre-Professional</b> Compare/contrast multiple sources of information presented in different media/formats as well as in words in order to most effectively address an open question or answer a problem/prompt.
<b>Arguments and Claims</b>							
<b>Level 1 - No evidence</b> No evidence of evaluating claims	<b>Level 2 - Passing 4th Grader</b> Attempt to trace & evaluate the argument & specific claims in a source, distinguishing some claims that are supported by reasons & evidence from some claims that are not.	<b>Level 3 - Passing 6th Grader</b> Trace & evaluate the argument & specific claims in a source, clearly distinguishing claims that are supported by reasons & evidence from claims that are not.	<b>Level 4 - Passing 8th Grader</b> Thoroughly trace & evaluate the argument & specific claims in a source, assessing whether the reasoning is sound & the evidence is relevant & sufficient to support the claims.	<b>Level 5 - Passing 10th Grader</b> Delineate and evaluate the argument and specific claims in a source, assess in detail whether the reasoning is valid and the evidence is relevant and sufficient to support the claims.	<b>Level 6 - College Ready</b> Clearly delineate and evaluate the argument and specific claims in a source, thoroughly assessing in detail whether the reasoning is valid and the evidence is relevant and sufficient. Identifies some false statements and fallacious reasoning (logical fallacies).	<b>Level 7 - AP Proficient</b> Identifies and evaluates many logical fallacies in arguments and claims.	<b>Level 8 - Pre-Professional</b> Identifies and evaluates many logical fallacies in arguments and claims and considers alternative claims or evidence that would improve the logic.

**Synthesis**

**Understanding Multiple Perspectives**

Level 1 - No evidence	Level 2 - Passing 4th Grader	Level 3 - Passing 6th Grader	Level 4 - Passing 8th Grader	Level 5 - Passing 10th Grader	Level 6 - College Ready	Level 7 - AP Proficient	Level 8 - Pre-Professional
No evidence of understanding multiple perspectives and/or no evidence of expressing ideas.	Attempt to understand multiple perspectives. Use summary and paraphrase to try and articulate positions.	Review key ideas expressed & demonstrate understanding of multiple perspectives through reflection & paraphrasing.	Acknowledge new information from others &, when warranted, modify own views in light of evidence presented.	Summarize points of agreement and disagreement; justify own views & understandings.	Respond thoughtfully to different perspectives; make new connections in light of evidence and reasoning.	Synthesize comments and evidence on all sides; determine additional information needed to complete the task.	Discriminate among information to be synthesized as to what is the most important, compelling, and best balances arguments and/or supports claims. Identify missing information and arguments and any additional information needed for the task.

**Draws Conclusions**

Level 1 - No evidence	Level 2 - Passing 4th Grader	Level 3 - Passing 6th Grader	Level 4 - Passing 8th Grader	Level 5 - Passing 10th Grader	Level 6 - College Ready	Level 7 - AP Proficient	Level 8 - Pre-Professional
No evidence of conclusion or argument construction	A weak attempt at a conclusion is made	A conclusion is drawn based on limited information	A conclusion is drawn based on available information but may be unable to stand on its own.	A conclusion is drawn based on information available.	A conclusion is drawn based on information available and can be supported using various sources	Uses all information available to reach own conclusion which is supported by a wide range of sources	Uses analysis of all the information available to reach own conclusion rooted in evidence

**Interpreting Evidence**

Level 1 - No evidence	Level 2 - Passing 4th Grader	Level 3 - Passing 6th Grader	Level 4 - Passing 8th Grader	Level 5 - Passing 10th Grader	Level 6 - College Ready	Level 7 - AP Proficient	Level 8 - Pre-Professional
No evidence of interpretation based on analysis of information obtained	Does not use ideas or supporting evidence to draw conclusions. Interpretation is unclear, offers little evidence to support the validity/reliability of the interpretation, and/or veers frequently into speculation	Uses ideas and/or supporting evidence to draw conclusions. A clear interpretation is stated, although there is little or no evidence of a broad understanding of other valid interpretations concerning the topic.	Uses ideas and supporting evidence to draw conclusions. A clear and reasonable interpretation is stated, and the interpretation is justified with some evidence from varied sources.	Connects ideas and supporting evidence to draw conclusions. A reasonable and articulate interpretation is clearly informed by a broad understanding of multiple valid interpretations, which are used to justify the interpretation being advanced	Connects ideas and supporting evidence to draw conclusions and can state the quality of some. Interpretation is clearly informed by a broad and deep understanding of multiple valid interpretations, which are used to justify the clearly-stated interpretation being advanced	Connects ideas and supporting evidence, draws conclusions, and can reflect on the quality of some conclusions. Various reasonable interpretations are evaluated in-depth in order to form a clearly articulated original interpretation that is justified using a range of evidence	Connects ideas and supporting evidence, draws conclusions, and reflects on the quality of conclusions. Original, creative argument is informed by broad, deep, and nuanced understanding of multiple reasonable interpretations, while clearly stating a logical interpretation with an articulate and concise justification informed by a range of compelling evidence

**Contextualizing**

Contextualizing							
Variety of Perspectives							
Level 1 - No evidence	Level 2 - Passing 4th Grader	Level 3 - Passing 6th Grader	Level 4 - Passing 8th Grader	Level 5 - Passing 10th Grader	Level 6 - College Ready	Level 7 - AP Proficient	Level 8 - Pre-Professional
No evidence of perspective-taking or contextualization of information	Missing relevant background knowledge that demonstrates an understanding of the context of a problem/prompt and its larger implications. Interpretation stems from a single perspective, which is unacknowledged. May veer into summary or speculation.	Provides brief and/or vague background knowledge that demonstrates a simple understanding of the historical, societal, scientific, etc. context of a problem/prompt. Interpretation is grounded in a valid perspective, but the primary counterarguments and perspectives remain unaddressed, and/or unacknowledged.	Provides general background knowledge that demonstrates a basic understanding of the historical, societal, scientific, etc. context of a problem/prompt. Writer's reliability is compromised by an interpretation that relies primarily upon a single perspective or lacks multiple perspectives, when the topic warrants an understanding and examination of multiple valid points of view.	Provides some relevant background knowledge that demonstrates a mostly accurate understanding of the historical, societal, scientific, etc. context of a problem/prompt and its larger implications. The interpretation accounts for various points of view and reveals an understanding of multiple perspectives on the topic, although one perspective is dominant	Provides relevant background knowledge that demonstrates a general understanding of the historical, societal, scientific, etc. context of a problem/prompt and its larger implications. Reliability and validity of interpretation arise from a range of informed perspectives on the topic	Provides complete and relevant background knowledge that demonstrates an accurate understanding of the historical, societal, scientific, etc. context of a problem and its larger implications. Reliability and validity are built through the use of an appropriate range of perspectives, which reveal a depth of knowledge about the topic	Provides thorough and relevant background knowledge that demonstrates a nuanced understanding of the historical, societal, scientific, etc. context of a problem and its larger implications in the field. A wide variety of interesting and appropriate sources inform a reasoned, reliable, and persuasive argument. Synthesis of arguments provide grounds for advancing points of view or formulating new ones
(De)Contextualizing							
Level 1 - No evidence	Level 2 - Passing 4th Grader	Level 3 - Passing 6th Grader	Level 4 - Passing 8th Grader	Level 5 - Passing 10th Grader	Level 6 - College Ready	Level 7 - AP Proficient	Level 8 - Pre-Professional
Unable to think about a problem/prompt using abstract models, representations, or symbols	Weak attempt to use abstract models, representations, or symbols to solve a problem/prompt.	Reasons with models or visual/pictorial representations to solve problems/prompts.	Can begin to identify which aspects of a problem/prompt needs symbolic representation and/or models and attempts to write appropriate expressions or equations	Can translate abstract situations into symbols, models, or visuals to aid solving questions/problems whose answer is not predetermined.	Accurately translates situations into symbols, models, visuals, or equations, and can generate one possible visual representation given a new symbolic equation or abstract relationship.	Accurately translates abstract situations into symbols and equations in interdisciplinary contexts, and can generate several representations given symbolic equations or abstract relationships.	Accurately and clearly translates situations into symbols and equations to appropriately solve problems/prompts in interdisciplinary contexts with clear solutions, as well as converts symbols and abstract relationships into several meaningful and authentic representations.



**Research**

Research							
<b>Identifying Sources</b>							
<b>Level 1 - No evidence</b> No evidence of finding relevant and valid sources.	<b>Level 2 - Passing 4th Grader</b> Has trouble differentiating relevant and valid sources from sources that are not.	<b>Level 3 - Passing 6th Grader</b> Can differentiate a few relevant and valid sources from sources that are not.	<b>Level 4 - Passing 8th Grader</b> Identifies some relevant and valid sources and discards sources that are not.	<b>Level 5 - Passing 10th Grader</b> Identifies a few kinds of mostly relevant and valid sources.	<b>Level 6 - College Ready</b> Identifies a variety of mostly relevant and valid sources.	<b>Level 7 - AP Proficient</b> Identifies a variety of relevant and valid sources.	<b>Level 8 - Pre-Professional</b> Accurately identifies a variety of most relevant and valid sources.
<b>Variety of Sources</b>							
<b>Level 1 - No evidence</b> No evidence of using resources.	<b>Level 2 - Passing 4th Grader</b> Uses resources in only one format or from one database.	<b>Level 3 - Passing 6th Grader</b> Collects a few valid sources that help answer the research question	<b>Level 4 - Passing 8th Grader</b> Collects valid sources that help answer the research question though collection might not be sufficient to address the depth of the research question.	<b>Level 5 - Passing 10th Grader</b> Collects a sufficient number of valid sources appropriate for the depth of the research question.	<b>Level 6 - College Ready</b> Collects a sufficient number and variety of valid sources appropriate and pointed for the depth and complexity of the research question.	<b>Level 7 - AP Proficient</b> Collects a number and variety of valid sources including sources from academic journals and sources appropriate for the depth of the research question. Is thoughtful about what sources best address the research question.	<b>Level 8 - Pre-Professional</b> Thoughtfully collects a number and wide variety of academic sources for the depth of the research question. Is discriminate in the types of sources in order to address the research question to the appropriate audience.
<b>Manipulating Sources</b>							
<b>Level 1 - No evidence</b> No evidence of recording information from sources.	<b>Level 2 - Passing 4th Grader</b> Attempts to summarize or paraphrase source but mostly quotes directly and some are inaccurate or subjective. Selects little relevant information and data.	<b>Level 3 - Passing 6th Grader</b> Summarizes, paraphrases, but mostly quotes source and may be inaccurate or subjective. Selects some relevant information and data.	<b>Level 4 - Passing 8th Grader</b> Summarizes, paraphrases, and quotes sources but may be inaccurate or subjective. Selects mostly relevant information and data.	<b>Level 5 - Passing 10th Grader</b> Objectively summarizes, paraphrases, or quotes source by choosing a generally appropriate strategy. Selects relevant information and data.	<b>Level 6 - College Ready</b> Accurately and objectively summarizes, paraphrases, or quotes source based on which strategy is most appropriate. Attempts to purposefully select the most relevant information and data.	<b>Level 7 - AP Proficient</b> Effectively summarizes, paraphrases, or quotes source based on which strategy is most appropriate and illuminating to the argument. Purposefully selects relevant information and data.	<b>Level 8 - Pre-Professional</b> Effectively summarizes, paraphrases, or quotes source based on a clear understanding of which strategy is most appropriate and illuminating to the argument. Succinctly and purposefully selects only relevant information and data.

**Inquiry Process**

**Asking Questions**

<b>Level 1 - No evidence</b> No evidence of asking any questions	<b>Level 2 - Passing 4th Grader</b> Inquiry questions are peripheral to a given topic	<b>Level 3 - Passing 6th Grader</b> Inquiry questions are relevant to specific topic	<b>Level 4 - Passing 8th Grader</b> Inquiry questions are relevant and testable	<b>Level 5 - Passing 10th Grader</b> Inquiry questions are valid, testable, and based on patterns or observation	<b>Level 6 - College Ready</b> Inquiry questions are valid, testable, based on patterns or observation and actively seeks out current research to refine questions	<b>Level 7 - AP Proficient</b> Asks valid and testable questions based on patterns and observations, and refines evidence-based questions based on research.	<b>Level 8 - Pre-Professional</b> Uses current research to ask and refine questions to push standard thinking on a given topic or in a particular discipline
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**Understanding Problems - Formulating a Problem Statement**

<b>Level 1 - No evidence</b> No evidence of understanding what the problem/prompt is asking or what the end goal will be	<b>Level 2 - Passing 4th Grader</b> Can identify/reiterate what the problem/prompt is asking, but cannot paraphrase	<b>Level 3 - Passing 6th Grader</b> Can paraphrase the problem/prompt, but struggles to show an understanding of what the end goal will be	<b>Level 4 - Passing 8th Grader</b> Can clearly paraphrase the problem/prompt and guess with some accuracy what the end goal will be	<b>Level 5 - Passing 10th Grader</b> Can explain the most important components of the problem/prompt and shows an understanding of what the end goal will be	<b>Level 6 - College Ready</b> Can clearly explain the most important components of the problem/prompt, explains in detail what the end goal will be, and shows a developing understanding of the significance of the problem/prompt	<b>Level 7 - AP Proficient</b> Demonstrates complete understanding of what the problem/prompt is asking in own words, what the end goal will be, and the overall importance of the problem/prompt	<b>Level 8 - Pre-Professional</b> Demonstrates complete understanding of the problem/prompt by being able to communicate it in an understandable and illuminating way, and can clearly explain the larger implications of the end goal.
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**Hypothesizing**

<b>Level 1 - No evidence</b> No evidence of a hypothesis	<b>Level 2 - Passing 4th Grader</b> Provides a guess for a hypothesis but provides no evidence or support	<b>Level 3 - Passing 6th Grader</b> Provides a guess for a hypothesis with some reasonable evidence	<b>Level 4 - Passing 8th Grader</b> Provides reasoned predictions or early hypotheses	<b>Level 5 - Passing 10th Grader</b> Provides reasoned predictions or early hypotheses from a testable question	<b>Level 6 - College Ready</b> Constructs hypotheses that lead to predictions and stem from a testable question	<b>Level 7 - AP Proficient</b> Constructs simple and clear hypotheses that lead to specific predictions and are testable	<b>Level 8 - Pre-Professional</b> Constructs simple, clear, and insightful hypotheses that lead to specific predictions, are testable, and are grounded in evidence
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**Considering Multiple Approaches (Evaluating?)**

<b>Level 1 - No evidence</b> No evidence of an approach to address the problem/prompt	<b>Level 2 - Passing 4th Grader</b> From a list of options, can identify an appropriate approach to a problem/prompt	<b>Level 3 - Passing 6th Grader</b> Can propose an appropriate self-generated approach to a problem/prompt, though it may not be efficient	<b>Level 4 - Passing 8th Grader</b> Can fully explain one appropriate approach to a problem/prompt	<b>Level 5 - Passing 10th Grader</b> Can determine more than one usable approach to a problem/prompt	<b>Level 6 - College Ready</b> Can determine more than more usable approaches to a problem/prompt, and can identify the pros and cons of each	<b>Level 7 - AP Proficient</b> Can determine multiple usable approaches to a problem/prompt, and can explain some pros and cons of using each	<b>Level 8 - Pre-Professional</b> Can determine multiple usable approaches to a problem/prompt, can clearly explain the pros and cons of each, and defend the most efficient approach
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**Action Plans/Processes**

<b>Level 1 - No evidence</b> No evidence of a process to address the problem/prompt	<b>Level 2 - Passing 4th Grader</b> Generates one or more steps to approach a problem/prompt; steps may be out of order or may not fully address the prompt	<b>Level 3 - Passing 6th Grader</b> Identifies a starting point to address a problem/prompt and creates useful follow-up steps, though steps may be out of order	<b>Level 4 - Passing 8th Grader</b> Identifies a clear and specific starting point to address a problem/prompt and organizes useful follow-up steps in a logical, sequential order	<b>Level 5 - Passing 10th Grader</b> Creates orderly step-by-step process that addresses all aspects of a problem/prompt; may not be the most efficient plan	<b>Level 6 - College Ready</b> Creates clear and orderly step-by-step process that addresses all aspects of a problem/prompt in an efficient way	<b>Level 7 - AP Proficient</b> Creates a detailed, step-by-step process that addresses all aspects of a problem/prompt in an efficient way, and can explain rationale for several steps of the process	<b>Level 8 - Pre-Professional</b> Creates a detailed, step-by-step process to address a problem/prompt as efficiently as possible and can defend and explain rationale for each step of the plan
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No evidence or evidence does not support claims.	Evidence is limited and partially supports claims	Relies on one or two pieces of evidence to support claim. Limited evidence for subclaims.	Variety of evidence that supports both claims and subclaims, but it might not be the most significant.	Evidence is most salient and supports all claims and subclaims	Thoroughly explains how the evidence supports the claim (s).	Thoroughly explains how the evidence supports the claim (s), even in a timed environment.	Thoroughly and concisely explains how evidence supports claim(s). Use of evidence is elegant in its precision and conciseness.	
<b>Author's Craft (Tone, Cohesion, Language)</b>								
<b>Level 1 - No evidence</b>	<b>Level 2 - Passing 4th Grader</b>	<b>Level 3 - Passing 6th Grader</b>	<b>Level 4 - Passing 8th Grader</b>	<b>Level 5 - Passing 10th Grader</b>	<b>Level 6 - College Ready</b>	<b>Level 7 - AP Proficient</b>	<b>Level 8 - Pre-Professional</b>	
Does not attempt to use formal language.	Attempt to use a formal style but includes a significant amount of informal language.	Use a formal style most of the time but may include some informal language.	Uses a formal style with inconsistent use of academic language.	Uses a formal style with consistently appropriate academic language. Uses an appropriate tone while attending to the norms and conventions of the genre/text type. Voice is evident.	Able to use an academic style/tone when most appropriate. Able to vary style, tone, and voice effectively given the purpose, audience & conventions of the writing.	Able to use an academic style/tone when most appropriate, and also able to vary style, tone, and voice effectively given the purpose, audience & conventions of the writing, even in a timed environment.	Style, tone, and voice build ethos and high engagement. The style, tone, and voice are perfectly appropriate to the audience, and effectively accomplish the author's purpose.	

**Speaking/Listening**

<b>Discussion</b>							
<b>Level 1 - No evidence</b>	<b>Level 2 - Passing 4th Grader</b>	<b>Level 3 - Passing 6th Grader</b>	<b>Level 4 - Passing 8th Grader</b>	<b>Level 5 - Passing 10th Grader</b>	<b>Level 6 - College Ready</b>	<b>Level 7 - AP Proficient</b>	<b>Level 8 - Pre-Professional</b>
No evidence of collaboration.	Mainly restates general points of discussion. Unable to build new pathways of discussion	Attempts to build new pathways of discussion with an unclear/ surface level connection to others' ideas.	Identifies specific thread of discussion and builds new pathways of discussion that is somewhat connected to others' ideas.	Initiates and participates in collaborative discussions, building on others' ideas and expressing their own clearly and persuasively.	Initiate and participate effectively in a range of collaborative discussions with diverse partners. Attempts to ask questions that drive discussions forward As a participant is able to recognize when to step up and when to step back.	Can lead and participate in discussions. As a leader attempts to ask questions that move the group forward, is able to set a comfortable atmosphere so that all feel welcome to participate. As a participant is succinct and recognizes the difference between what moves discussion forward and what is not generative or productive.	Able to both lead and participate in discussions. As a participant is able to listen to others and use diverse ideas to move discussion forward. Is succinct in making points. As a leaders uses the outcome to drive the discussion, decentralizes the discussion using questions and summarization to preserve focus. Sets a comfortable atmosphere where all feel empowered to participate.
<b>Preparation</b>							
<b>Level 1 - No evidence</b>	<b>Level 2 - Passing 4th Grader</b>	<b>Level 3 - Passing 6th Grader</b>	<b>Level 4 - Passing 8th Grader</b>	<b>Level 5 - Passing 10th Grader</b>	<b>Level 6 - College Ready</b>	<b>Level 7 - AP Proficient</b>	<b>Level 8 - Pre-Professional</b>
No evidence of preparation for discussions.	Prepares general notes for discussion. Notes do not include specific connections to key talking points.	Prepares general notes with some specific connections to highlight key talking points.	Prepares specific notes with connections to highlight key areas. Notes may take into account varying perspectives.	Come to discussions having read & researched material for teacher-provided questions; explicitly draw on texts & research to simulate a thoughtful, well-reasoned exchange of ideas.	Come to discussions with responses and evidence generated with peers through studying and/ or research	Come to discussions with self-generated questions from studying and/or research Attempts to think about outcomes and points of view in generating questions.	Has an outcome driven perspective. Has scaffolded specific questions and evidence to move along discussions.
<b>Norms/Active Listening</b>							
<b>Level 1 - No evidence</b>	<b>Level 2 - Passing 4th Grader</b>	<b>Level 3 - Passing 6th Grader</b>	<b>Level 4 - Passing 8th Grader</b>	<b>Level 5 - Passing 10th Grader</b>	<b>Level 6 - College Ready</b>	<b>Level 7 - AP Proficient</b>	<b>Level 8 - Pre-Professional</b>
Does not follow rules for collegial discussions	Attempt to follow rules for collegial discussions.	Generally follow rules for collegial discussions. Follow specific goals & deadlines. Uses individual roles with help as needed.	Mostly follow rules for collegial discussions, track progress toward specific goals/deadlines. Uses individual roles independently	Independently follow most teacher-enforced collegial discussion norms, facilitating progress toward specific goals/deadlines. Attempts to define individual roles for others.	Follow and help enforce group-enforced collegial discussion norms, effectively facilitating progress toward specific goals/deadlines. Defines individual roles for others as needed.	Internalize, follow and help others follow discussion norms. Set clear goals/guidelines and facilitates conversation to meet them. Establishes appropriate individual roles as needed.	Internalize and follow discussion norms to promote civil, democratic discussions & decision-making. Set clear and detailed goals/guidelines. Efficiently establishes appropriate individual roles as needed.
<b>Contribution</b>							
<b>Level 1 - No evidence</b>	<b>Level 2 - Passing 4th Grader</b>	<b>Level 3 - Passing 6th Grader</b>	<b>Level 4 - Passing 8th Grader</b>	<b>Level 5 - Passing 10th Grader</b>	<b>Level 6 - College Ready</b>	<b>Level 7 - AP Proficient</b>	<b>Level 8 - Pre-Professional</b>
No evidence of asking questions that elaborate or contribute to conversation	Questions and responses are generally fact based with minimal use of high level questioning strategies.	Questions and responses are general with some use of high level questioning strategies.	Questions and responses are mostly high level. Attempts to further discussion through connecting questions or responses of others'	Move conversations forward by asking and responding to questions; practice incorporating others into the discussion.	Propel conversations by asking and responding to questions that relate to broader themes; actively incorporate others into the discussion.	Seamlessly propel conversations to new thinking by asking and responding to questions that probe reasoning and evidence; ensure a full range of positions on a topic.	Clarify, verify, or challenge ideas and conclusions; promote divergent and creative perspectives.

**Speaking/Listening (continued)**

<b>Presentation</b>							
<b>Level 1 - No evidence</b>	<b>Level 2 - Passing 4th Grader</b>	<b>Level 3 - Passing 6th Grader</b>	<b>Level 4 - Passing 8th Grader</b>	<b>Level 5 - Passing 10th Grader</b>	<b>Level 6 - College Ready</b>	<b>Level 7 - AP Proficient</b>	<b>Level 8 - Pre-Professional</b>
No evidence of logically presenting claims descriptions, facts, & details to accentuate main ideas/themes; no evidence of using appropriate eye contact, adequate volume, & clear pronunciation.	Attempt to present claims & findings logically using descriptions, facts, & details to explain main ideas/themes;	Present claims & findings, sequencing ideas logically & using pertinent descriptions, facts, & details to accentuate main ideas/themes;	Emphasize salient points in a focused, coherent manner with pertinent descriptions, facts, details, & examples; use appropriate eye contact, adequate volume, & clear pronunciation.	Emphasize salient points in a focused, coherent manner with relevant evidence, sound valid reasoning, & well-chosen details; use appropriate eye contact, adequate volume, & clear pronunciation to accentuate information	Present information, findings, and supporting evidence clearly, concisely, and logically such that listeners can follow the line of reasoning and the organization, development, substance, and style are appropriate to purpose, audience, and task.	Presents information, findings, and supporting evidence clearly, concisely, and logically such that audience understands entirety of the presentation.	Presents information, findings, and supporting evidence expertly. Is able to present to multiple audiences giving appropriate levels of details and facts.

**Technology**

**Written Production**

<b>Level 1 - No evidence</b> No evidence of integrating technology into writing products	<b>Level 2 - Passing 4th Grader</b> Use technology inefficiently or ineffectively to produce/publish writing as well as to interact/collaborate with others	<b>Level 3 - Passing 6th Grader</b> Use technology, including the internet, to produce/publish writing, link/cite sources, and interact/collaborate with others	<b>Level 4 - Passing 8th Grader</b> Use technology, including the internet, to produce/publish writing, interact/collaborate with others as well as to present the relationships between information/ideas efficiently	<b>Level 5 - Passing 10th Grader</b> Use technology, including the internet, to produce, publish, and update individual or shared writing products, taking some advantage of technology's capacity to link to other information and to display information creatively	<b>Level 6 - College Ready</b> Use technology, including the internet, to produce, publish, and update individual and shared writing products, taking full advantage of technology's capacity to link to the most relevant information or to display information flexibly and dynamically.	<b>Level 7 - AP Proficient</b> Use technology, including the internet, to produce, publish, and update individual or shared writing products in response to ongoing feedback, including new arguments or information.	<b>Level 8 - Pre-Professional</b> Uses technology beyond commonly used tools to explore novel ways of producing writing products
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**Spoken Presentation**

<b>Level 1 - No evidence</b> No evidence of integrating technology into presentations	<b>Level 2 - Passing 4th Grader</b> Use a few multimedia components & visual displays in presentation that may not clarify information or may detract from presentation.	<b>Level 3 - Passing 6th Grader</b> Some multimedia components (graphics, images, music, sound) & visual displays in presentations help clarify information.	<b>Level 4 - Passing 8th Grader</b> Most multimedia components & visual displays utilized clarify claims & findings & help emphasize salient points.	<b>Level 5 - Passing 10th Grader</b> Most multimedia & visual displays in presentations clarify information, strengthen claims & evidence, & add interest.	<b>Level 6 - College Ready</b> All multimedia & visual displays in presentations clarify information, strengthen claims & evidence, & add interest.	<b>Level 7 - AP Proficient</b> All multimedia & visual displays in presentations clarify information, strengthen claims & evidence, & add interest.	<b>Level 8 - Pre-Professional</b> Seamless & strategic use digital media in presentations enhances understanding of findings, reasoning, & evidence and adds interest.
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**Multimedia**

<b>Level 1 - No evidence</b> Cannot apply multimedia or technological tools or models to address a problem/prompt.	<b>Level 2 - Passing 4th Grader</b> From a list of options, identifies and inconsistently applies tools and models to address a problem/prompt	<b>Level 3 - Passing 6th Grader</b> Identifies and applies multimedia/technological tools and models that help address a problem/prompt and and shows developing understanding of how to use them to present ideas.	<b>Level 4 - Passing 8th Grader</b> Accurately identifies multimedia/technological tools and models that address a problem/prompt, and shows understanding of how to use them to present ideas.	<b>Level 5 - Passing 10th Grader</b> Accurately identifies multimedia/technological tools and models needed to address a problem, and can use several of them efficiently	<b>Level 6 - College Ready</b> Accurately identifies and integrates multimedia/technological tools and models needed to address a problem/prompt, and can use each efficiently and effectively	<b>Level 7 - AP Proficient</b> Can integrate a range of appropriate multimedia/technological tools and models to efficiently address a problem, and can begin to defend the use of their tools or models over others	<b>Level 8 - Pre-Professional</b> Can integrate a range of appropriate tools and models to efficiently address a problem, and can explain the rationale behind the use of each tool or model.
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**Precision/Accuracy**

**Content Integration Precision**

<b>Level 1 - No evidence</b>	<b>Level 2 - Passing 4th Grader</b>	<b>Level 3 - Passing 6th Grader</b>	<b>Level 4 - Passing 8th Grader</b>	<b>Level 5 - Passing 10th Grader</b>	<b>Level 6 - College Ready</b>	<b>Level 7 - AP Proficient</b>	<b>Level 8 - Pre-Professional</b>
No evidence of precision and accuracy. Content integration is missing and or completely imprecise and inaccurate.	Developing attempt to be precise and accurate in their task. Content application and integration in the context of a task is present but is neither precise nor accurate.	Attempts to be precise and accurate in their task. Content application in the context of a task or subject is close to precise and/or accurate	Is mostly precise and accurate in their task. Content application and integration in the context of a task or subject is mostly precise and accurate.	Is precise and accurate in the context of a task or a subject. Content integration or application of content is precise and accurate. Integration or application may still lack some precision and accuracy due to nature of subject, difficulty of task, etc.	Is precise and accurate in the context of a task or a subject. Is able to evaluate their own or others' work for precision and accuracy in tasks or subjects. Content integration and application is precise and accurate	Knows what type of precision is appropriate to the task and subject area, uses precision and accuracy to reach correct conclusions in the context of a task or subject. Is able to evaluate their own or others' work for precision and accuracy in tasks or subjects. Content integration and application is thorough, thoughtful, precise and accurate	Is precise and accurate in task and subject area. Exercises exactness when reaching conclusions or in the context of a task or subject. Is able to evaluate their own or others' work for precision and accuracy in tasks or subjects. Content integration and application is thorough, thoughtful, precise and accurate

# Habits of Success Continuum

	Topic	1	2	3	4	5
1. Self-Awareness & Self-Management Skills	A. Identify and manage one's emotions and behaviors[1]	Recognize and accurately label emotions and how they are linked to behavior. Demonstrate control of impulsive behavior.	Describe a range of emotions and the situations that cause them. Describe and demonstrate ways to express emotions in a socially acceptable manner.	Analyze factors that create stress or motivate successful performance. Apply strategies to manage stress and to motivate successful performance.	Analyze how thoughts and emotions affect decision making and responsible behavior. Generate ways to develop more positive attitudes.	Evaluate how expressing one's emotions in different situations affects others. Evaluate how expressing more positive attitudes influences others.
	B. Recognize personal qualities and external supports. [2]	Identify one's likes and dislikes, needs and wants, strengths and challenges. Identify family, peer, school, and community strengths	Describe personal skills and interests that one wants to develop Explain how family members, peers, school personnel, and community members can support school success and responsible behavior.	Analyze how personal qualities influence choices and successes. Analyze how making use of school and community supports and opportunities can contribute to school and life success.	Set priorities in building on strengths and identifying areas for improvement. Analyze how positive adult role models and support systems contribute to school and life success.	Implement a plan to build on a strength, meet a need, or address a challenge. Evaluate how developing interests and filling useful roles support school and life success.
	C. Demonstrate skills related to achieving personal and academic goals[3]	Describe why school is important in helping students achieve personal goals. Identify goals for academic success and classroom behavior.	Describe the steps in setting and working toward goal achievement. Monitor progress on achieving a short-term personal goal.	Set a short-term goal and make a plan for achieving it. Analyze why one achieved or did not achieve a goal.	Identify strategies to make use of resources and overcome obstacles to achieve goals. Apply strategies to overcome obstacles to goal achievement.	Set a post-secondary goal with action steps, timeframes, and criteria for evaluating achievement. Monitor progress toward achieving a goal, and evaluate one's performance against criteria.
2. Social Awareness & Interpersonal Skills	A. Recognize the feelings and perspectives of others[4]	Recognize that others may experience situations differently from oneself. Use listening skills to identify the feelings and perspectives of others.	Identify verbal, physical, and situational cues that indicate how others may feel. Describe the expressed feelings and perspectives of others.	Predict others' feelings and perspectives in a variety of situations. Analyze how one's behavior may affect others	Analyze similarities and differences between one's own and others' perspectives. Use conversation skills to understand others' feelings and perspectives	Demonstrate how to express understanding of those who hold different opinions. Demonstrate ways to express empathy for others.
	B. Recognize individual and group similarities and differences[5]	Describe the ways that people are similar and different. Describe positive qualities in others.	Identify differences among and contributions of various social and cultural groups. Demonstrate how to work effectively with those who are different from oneself.	Explain how individual, social, and cultural differences may increase vulnerability to bullying and identify ways to address it. Analyze the effects of taking action to oppose bullying based on individual and group differences.	Analyze the origins and negative effects of stereotyping and prejudice. Demonstrate respect for individuals from different social and cultural groups.	Evaluate strategies for being respectful of others and opposing stereotyping and prejudice. Evaluate how advocacy for the rights of others contributes to the common good.
	C. Use communication and social skills to interact effectively with others. [6]	Identify ways to work and play well with others. Demonstrate appropriate social and classroom behavior.	Describe approaches for making and keeping friends Analyze ways to work effectively in groups.	Analyze ways to establish positive relationships with others. Demonstrate cooperation and teamwork to promote group effectiveness.	Evaluate the effects of requesting support from and providing support to others Evaluate one's contribution in groups as a member and leader.	Evaluate the application of communication and social skills in daily interactions with peers, teachers, and families. Plan, implement, and evaluate participation in a group project.
	D. Demonstrate an ability to prevent, manage, and resolve interpersonal conflicts in constructive ways[7]	Identify problems and conflicts commonly experienced by peers. Identify approaches to resolving conflicts constructively.	Describe causes and consequences of conflicts. Apply constructive approaches in resolving conflicts.	Evaluate strategies for preventing and resolving interpersonal problems. Define unhealthy peer pressure and evaluate strategies for resisting it.	Analyze how listening and talking accurately help in resolving conflicts. Analyze how conflict-resolution skills contribute to work within a group.	Evaluate the effects of using negotiation skills to reach win-win solutions. Evaluate current conflict-resolution skills and plan how to improve them.
3. Decision-Making Skills and Responsible Behaviors	A. Consider ethical, safety, and societal factors in making decisions.	Explain why unprovoked acts that hurt others are wrong. Identify social norms and safety considerations that guide behavior.	Demonstrate the ability to respect the rights of self and others Demonstrate knowledge of how social norms affect decision making and behavior.	Evaluate how honesty, respect, fairness, and compassion enable one to take the needs of others into account when making decisions. Analyze the reasons for school and societal rules.	Demonstrate personal responsibility in making ethical decisions Evaluate how social norms and the expectations of authority influence personal decisions and actions.	Apply ethical reasoning to evaluate societal practices. Examine how the norms of different societies and cultures influence their members' decisions and behaviors.
	B. Apply decision-making skills to deal responsibly with daily academic and social situations. [8]	Identify a range of decisions that students make at school. Make positive choices when interacting with classmates.	Identify and apply the steps of systematic decision making. Generate alternative solutions and evaluate their consequences for a range of academic and social situations.	Analyze how decision-making skills improve study habits and academic performance. Evaluate strategies for resisting pressures to engage in unsafe or unethical activities.	Evaluate personal abilities to gather information, generate alternatives, and anticipate the consequences of decisions. Apply decision-making skills to establish responsible social and work relationships.	Analyze how present decision making affects college and career choices. Evaluate how responsible decision making affects interpersonal and group relationships.
	C. Contribute to the well-being of one's school and community.[9]	Identify and perform roles that contribute to one's classroom. Identify and perform roles that contribute to one's family.	Identify and perform roles that contribute to the school community. Identify and perform roles that contribute to one's local community.	Evaluate one's participation in efforts to address an identified school need. Evaluate one's participation in efforts to address an identified need in one's local community.	Plan, implement, and evaluate one's participation in activities and organizations that improve school climate. Plan, implement, and evaluate one's participation in a group effort to contribute to one's local community.	Work cooperatively with others to plan, implement, and evaluate a project to meet an identified school need. Work cooperatively with others to plan, implement, and evaluate a project that addresses an identified need in the broader community.





# Summit Public School: Olympus

## Attachment 3 Curriculum and Instructional Design Plan

## Curriculum and Instructional Design

All Summit Public Schools students, including Summit Olympus students, have access to a range of competency-based, multi-modal resources that are supported by research and reflective of best practices.

### Content Acquisition

Content Curriculum is built upon the following frameworks:

1. English Content
  - a. Common Core State Standards for Literacy
  - b. AP Language and Composition guidelines
  - c. AP Literature and Composition guidelines
2. Social Studies Content
  - a. National Standards for History (UCLA)
  - b. Washington State Social Studies Standards
  - c. AP United States History guidelines
  - d. AP Government guidelines
3. Science Content
  - a. Next Generation Science Standards
4. Mathematics Content
  - a. Common Core State Standards for Mathematics
  - b. NWEA MAP Descartes Continuum for Mathematics
5. Spanish Content
  - a. ACTFL's Standards for Foreign Language Learning in the 21<sup>st</sup> Century
6. College Knowledge Content
  - a. David Conley's College Knowledge
  - b. College Board publications

All content frameworks are developed into competency-based pathways so that students enter courses with a full understanding of exactly what they need to know in order to advance to the next course in a discipline. The full range of content from grade 6-12 is articulated and accessible to all students. Additionally, students know how they will be assessed, and learning resources are organized around learning objectives so that students, teachers, and families can focus student learning on "the next step," always operating within Vygotsky's "zone of proximal development."

Content knowledge is tested using measures that mirror the Smarter Balanced and AP assessments. Selected response and explicit constructed response questions are used in common, pooled assessments that ensure students have capably mastered content before advancing with significant content gaps. These Common Core aligned assessments are administered through Illuminate Education's testing platform.

Additionally, formative assessment is embedded in the learning process. Resources for content acquisition are embedded in curated "playlists," housed on the Activate Instruction platform. Multi-modal resources are pulled from the best content creators available, and these resources are continually added to and improved. Examples of curricular sources include:

- BrainPop

- CK-12
- The Khan Academy
- Common Core aligned textbooks
- The History Channel
- Middlebury Interactive Languages
- Wolfram Alpha
- Desmos
- Quizlet
- Brainrush
- EduCurious
- Pearson
- AAAS
- No Red Ink
- NewsELA
- Gobstopper
- Stanford History Education Group
- Facing History
- TenMarks
- Interactive Math
- DuoLingua

Teachers have also developed materials that are uploaded and collaboratively revised based on student needs. All learning resources that are not paid for are free, open, and accessible to anyone on Activate Instruction.

### **Cognitive Skill Development**

Projects are built to the specifications of the Buck Institute for Education's Project Based Learning standards and are assessed on a Common Core aligned Cognitive Skills Rubric. This rubric was developed in conjunction with the Stanford Center for Assessment, Learning, and Equity (SCALE)—the same group that develops all performance tasks for the Smarter Balanced Assessment Consortium. The rubric was also created with school networks from across the country, and assessments are calibrated not only to the Common Core State Standards and the Buck Institute for Education guidelines for Project Based Learning, but also with the guidance of SCALE.

Projects are continually refined by teachers, who collaborate daily on the projects themselves. Even more importantly, they collaborate on the instruction that brings these projects to life with students. Teachers share Teacher Project Implementation Notes (TPINs) on a shared platform. Additionally, all projects are currently housed in the Show Evidence system, which facilitates the submission of work, feedback on student work, assessment of student work, and grading of student work.

All projects are aligned to Common Core State Standards and Smarter Balanced assessments—particularly performance tasks—and at the upper levels, they also meet the exacting standards of the AP curricula.

Reading, writing, listening, and speaking are heavily emphasized in the Summit Olympus academic program. Readings are largely conducted through the Curriculet (previously Gobstopper) platform, in which students can select texts and demonstrate reading comprehension and access additional reading resources and supports. Teachers are thereby able to focus instruction on student needs.

### Data Integration

Assessment data are matched with learning resources so that students always have access to the materials that will best facilitate their learning. Our teaching faculty is engaged in a collaborative, iterative process of text and resource selection matched to the learning outcomes defined by the CCSS and the AP tests. By continually looking at in-the-moment student learning data—aggregate data as well as individual student data—teachers are able to motivate all students to continue learning. Additionally, by working as teaching teams, faculty members are able to hold one another accountable for high expectations while offering best practices and support that accelerate student growth in classrooms across the Summit network. Finally, our teachers share data with research universities, organizations, and partners across the United States who regularly audit student growth and achievement. By developing partnerships with organizations such as:

- Stanford University's Teacher Education Program
- Stanford University's Center for Assessment, Learning, and Equity
- EduCurious
- The Khan Academy
- The New Teacher Center
- Illuminate Education

and others, Summit has a wide network of partners who contribute to the continual improvement of our curriculum and instructional design.



Summit Public School: Olympus  
Attachment 4  
Exit Standards

**Exit Standards:**

Course / Requirement	Years / Description
English	4 Years
Math	4 Years
History / Social Science	4 Years
Science	4 Years (3 Laboratory Science)
Language Other Than English	3 Years
Visual and Performing Arts	1 Year
Expeditions (Electives)	Students must complete all Expeditions Coursework for each year they are at Summit Sierra. Expeditions are framed around the following dimensions: <ul style="list-style-type: none"> <li>• College Readiness</li> <li>• Career Preparation</li> <li>• Cultural Awareness</li> <li>• Community Contribution</li> <li>• Health and Fitness</li> <li>• Occupational Education</li> </ul>
Culminating Project	Students will complete a Culminating Project, as described by the Washington State High School Graduation Requirements
High School and Beyond Plan	Students will complete a High School and Beyond Plan, as described by the Washington State High School Graduation Requirements
Testing	Students will complete all State testing requirements, defined by graduation year, by the Office of the Superintendent of Public Instruction

**Each academic course is comprised of:**

- 1. Cognitive Skill:** Each course offers students multiple opportunities to practice and develop appropriate cognitive skills. For example, every English course “spirals” the skills of reading, writing, speaking, and research, as defined on the Cognitive Skills Rubric. Students are likewise assessed on these cognitive skills, and student work is given formative feedback about these skills such that both growth towards a standard and achievement to a standard are honored. With so many opportunities over time and across disciplines, to practice and demonstrate cognitive skills, students are required to reach the level of college readiness on the Cognitive Skills rubric.
- 2. Content Knowledge:** Each course is also organized around college-ready content knowledge. Students are unable to move from one course in a discipline to the next without the required content knowledge to succeed. Thus, courses are structured to move students, step-by-step, towards college readiness in the domain of content knowledge.



Summit Public School: Olympus  
Attachment 5  
Yearly and Weekly Calendar

# Sample Weekly Schedule

## Daily/Weekly Schedule

Time	Monday	Tuesday	Wednesday	Thursday	Friday
8:00-8:30	Summit Reads	Summit Reads	Summit Reads	Summit Reads	Community Time
8:35-9:30	English	English	English	English	
9:35-10:30	History	History	History	History	PLT/Mentor Time
10:30-10:45	Break	Break	Break	Break	Break
10:50-11:45	Spanish	Spanish	Spanish	Spanish	PLT/Mentor Time
11:50-12:45	PLT	PLT	PLT	PLT	
12:45-1:15	Lunch	Lunch	Lunch	Lunch	Lunch
1:15-2:10	Science	Science	Science	Science	PLT/Mentor Time
2:15-3:10	Math	Math	Math	Math	
3:10-5:15*	PLT/Office Hours	PLT/Office Hours	PLT/Office Hours	PLT/Office Hours	PLT/Office Hours

\*After school PLT/Office Hours are not required, but rather offered to all students who wish to receive extra support, meet with their teachers/mentors, or simply complete content work in a supportive environment.



# Summit Public School: Olympus

## 2015-2016 School Calendar DRAFT

July 2015						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2015						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2015						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	PLP	PLP
27	28	29	30			

October 2015						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2015						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2015						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2016						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2016						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

March 2016						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2016						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2016						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2016						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

- Orientation for 9th graders (happens before all students return)
- First day of the school year
- School Closed
- PLP Personalized Learning Plan meetings for parents, student and mentor (Fri OR Sat mandatory)
- Last day of the school year



Summit Public School: Olympus  
Attachment 6  
Enrollment Policy and Recruitment Plan

## **SUMMIT OLYMPUS: STUDENT ADMISSIONS POLICIES AND PROCEDURES**

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The Board of Directors, with the advice of the leadership of the Summit Olympus, shall determine all policies, processes, and procedures governing application, admission, and enrollment at Summit Olympus. All students attending Summit Olympus must follow the application, admission, and enrollment policies of Summit Olympus.

The application packet for admission to Summit Olympus shall include information that allows students and parents to be informed about Summit Olympus' 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 Summit Olympus. The application packet shall include:

- A brief description of what a charter school is and how it differs from traditional public schools.
- A brief description of Summit Public Schools Washington.
- Summit Olympus' Mission Statement and a summary of Summit Olympus' educational philosophy.
- A description of Summit Olympus' educational program including a school calendar, daily schedule, core curriculum, enrichment and extracurricular programs, attendance expectations, grading policy, testing and evaluation procedures, promotion and retention policy, and graduation standards (exit outcomes).
- A description of Summit Olympus' governance structure and how Summit Olympus encourages parental involvement.
- A listing of the rights and responsibilities of Summit Olympus parents and teachers.
- Descriptions of admission criteria, lottery preferences, conditions of enrollment, and consequences of misrepresenting admission and enrollment information (as described in the following sections).
- School Capacity, as determined by the WA Board.

The Board shall have the sole authority, in consultation with the charter authorizer, to determine the size and grade-level breakdown of the student body at Summit Olympus. The determination of school capacity shall be based on, among other things, consideration of Summit Olympus' 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 the facility.

### ***Admission Criteria***

Summit Olympus shall be open to all students at the appropriate age groups and grade levels who wish to attend. Summit Olympus 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 Summit Olympus, admission to Summit Olympus, 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 Summit Olympus must follow Summit Olympus' admission procedures with respect to completing applications, and enrollment forms and

documents by the announced deadlines. The open application deadline, which will normally be in the winter for admission the following September, shall be coordinated with local public schools to give students and their parents opportunity to consider the full range of educational opportunities available to them. Late applications for admission shall result in loss of opportunity for admission and enrollment preferences as listed below, but will be reserved in the case that the waiting list is completely exhausted. Late return of enrollment packets following notification of admission shall result in loss of place on the admission priority list discussed below. Such students may be placed at the end of the waiting list.

There shall be no admission testing or other evaluation required of any applicant. Summit Olympus 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 the number of students who wish to attend Summit Olympus exceeds Summit Olympus' capacity, enrollment, except for existing students, shall be determined by a lottery for each grade level conducted in advance of each academic semester. Preference in the lottery shall be provided only to siblings of currently enrolled students or graduates of Summit Olympus.

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, 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. Summit Olympus shall maintain a list of students interested in transferring to Summit Olympus. After the admission priority list has been exhausted, Summit Olympus 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 enrollment applications and on Summit Olympus' website. Public notice for the date and time of the lottery will also be posted once the application deadline has passed. Summit Olympus 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.

### ***Conditions of Enrollment***

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

- Attend an orientation session to receive the Student and Parent Handbook (or receive the Handbook through another means, as provided by Olympus)
- Complete enrollment/registration forms including student data sheet, emergency information cards and other required documents.
- Provide records documenting immunizations required by public schools

Research shows the importance of parental involvement in students' achievement; as such, Summit Olympus strongly encourages and supports parents' involvement in their children's education. Parents will be strongly encouraged to volunteer a minimum of 30 hours per family per year to support Summit Olympus as outlined in the Student and Parent Handbook. In no circumstance will a parent's inability to meet the volunteer expectation result in an educational detriment to the student.

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.

## **Student Recruitment Plan for 2014-2015**

### **Area Schools**

We seek to recruit most heavily from the areas surrounding the following high schools, which best represent the south end, east, and Hilltop areas of Tacoma:

- Foss
- Lincoln
- Mt. Tahoma

### **Community Communication and Notification (January 2014 – August 2015)**

(All communication will be done in both English and Spanish whenever possible)

1. We will place paid advertisements in local print media (including Spanish Language publications). The ads will announce that the school is accepting applications, contact information and dates, times and locations for recruitment events.
2. We will seek to include recruitment events and application deadlines on Community Calendars in the local print media when available.
3. If the addresses are available for the seventh and eighth grade students enrolled in the target schools and districts, we will mail post cards to each residence. The post card will announce that the school is accepting applications, contact information and dates, times and locations for recruitment events.
4. We will post fliers announcing recruitment events at various public facilities frequented by school aged students and families (Peace Community Center, Vibrant Schools Tacoma, YMCAs, Boys and Girls Clubs, recreation centers, libraries, athletic venues, schools, churches, etc...), with a particular emphasis on organizations that serve high levels of “at-risk” youth.
5. If allowed, we will place announcements in the parent newsletters or communication vehicles at all middle schools that feed into the above mentioned high schools. The announcements will state that the school is accepting applications, contact information and dates, times and locations for recruitment events.
6. We will maintain a web-site that includes detailed information and updates on the school, recruitment, application process and deadline.

### **Recruitment Events (October 2014 – April 2015)**

1. We will host at least five Recruitment Open Houses during the school year before which Summit Olympus plans to open. The schedule and location of the events in preparation for the 2015 opening is as follows\*:

October	Saturday	location based on availability
November	Weeknight	location based on availability
December	Weeknight	location based on availability
January	Weeknight	location based on availability
February	Saturday	location based on availability

Each Open House will include a presentation that provides a detailed description of the school and its program. Participants will have an opportunity to ask questions in a large group setting and on a more individual basis. Participants will be given an application for admission and extensive written explanation of the school and its programs. The entire event and all written materials will be translated into Spanish.

2. Beginning in January 2015 and concluding in April, we will host a weekly small group question and answer session for the parents of prospective students. The session will be facilitated by a representative from the school. During the session participants will be given the written materials and application provided at the Open House. In subsequent years, they will have an opportunity to observe our classes in session and ask individual questions.\*\*
3. During the fall of 2014, the school will host at least one educator information session. We will invite the administrators, counselors and eighth grade teachers from all target schools to attend this after school discussion hosted by representatives from the school.
4. The school will request to be one of the high schools included in any annual high school fairs in the targeted area.
5. We will request to participate in the Tacoma Public Schools' annual school information night, if applicable.
6. We will request the opportunity to present or be a part of any other high school information opportunities or events hosted by the target schools or districts.

\*Beginning in the 2015-2016 school year these Recruitment Open Houses will be held at the school. In the year prior, when there is no permanent location, we will strive to conduct these events in central community locations (e.g., community centers).

\*\*Due to the logistical constraints of not actually being open yet, these recruitment events will not begin until the 2015-2016 school year.





# Summit Public School: Olympus

## Attachment 7 Discipline Policy

## Summit Public Charter Schools-Washington Student Discipline Policy

### Progressive Discipline

If a student does not allow one of the following targets to be met in a classroom (or anywhere on campus)

- All Summit Olympus community members are physically and emotionally safe at all times
- Summit Olympus provides a positive and productive learning and working environment for all community members

Then, teachers will follow this graduated discipline plan.

**First level:** Behavior is dealt with within classroom by teacher.

**Second level:** One on one conversation with teacher who will identify inappropriate behavior, explain why behavior is not aligned with Summit Olympus values, and will give examples of what appropriate behavior looks like.

**Third level:** Student completes Reflection Sheet in class. Teacher reads, discusses with student, and adds comments.

**Fourth level:** Student is sent directly to front office

- Student leaves classroom for remainder of period without belongings.
- When student arrives, fills out a reflection sheet about incident (when calm) at designated area in room.
- Student returns to teacher classroom at end of period with reflection sheet to discuss with teacher.
- Mentor emails parents to set up a meeting (Behavior Strategy Plan)

**Fifth level:** Student is sent directly to front office.

- Teacher calls Executive Director and notifies him that student is coming to front office.
- Student waits in Executive Director's office until talking to Executive Director.
- Student leaves classroom for remainder of period without belongings.
- When student arrives, fills out a reflection sheet about incident (when calm) at designated area in room.
- Student returns to teacher classroom at end of period with reflection sheet.
- Parents are contacted immediately.
- Executive Director, mentor, and parents decide on next steps in parent conference.

**Sixth level:** Repeat Step 5 – Recommendation of suspension or expulsion.

**Examples of Behavior that will result in skipping directly to Step 5 –**

- Blatant Defiance
- Refusal to follow instructions (ex. Repeated refusal to work with others)

- Student is mentally or psychologically out of control
- Repeat offender when under contract
- Hurtful/vicious/profane/racist language directed at other students
- Cheating
- Violence
- Threat of violence
- Contraband/illegal possessions (or suspicion of )
- Student under influence
- Leaving campus
- Being in restricted areas
- Destruction of facility
- Student is physically out of control
- Theft
- Sexual Harassment
- Sexual activity or exposure
- Inappropriate attire they are stuck in
- Cutting class

In the event a student commits a suspension/expulsion-worthy offense as defined by the Suspension and Expulsion Policy described on the following pages, the steps in the policy will be followed.

## **Suspension and Expulsion Policy**

### **Student Rights<sup>1</sup>**

Each Charter School student possesses the following rights which may not be limited without good and sufficient cause:

- Students may not be denied equal educational opportunity or be discriminated against because of national origin, race, religion, economic status, sex pregnancy, marital status, previous arrest, previous incarceration, or a physical, mental or sensory handicap.
- The constitutional rights to freedom of speech and press, to peaceably assemble, to petition the government and its representatives, to the free exercise of religion, and to have their Charter Schools free from sectarian control or influence, with reasonable limitations on the time, place and manner of exercising these rights.
- The constitutional right to be secure from unreasonable searches and seizures of their person, papers, and belongings.
- The right to be free from unlawful interference while attending Charter School.
- Students may not be deprived of the right to an equal educational opportunity without due process of law.

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<sup>1</sup> WAC 392-400-215

## Conditions and Limitations<sup>2</sup>

Students may be disciplined for violating the lawful rules of the Charter School. Students have the right to utilize the grievance (appeal) procedure described in this policy. The conditions under which a student may be disciplined are:

- A student may not be prevented from meeting specific academic grade, subject, or graduation requirements.
- A student's academic grade may only be negatively impacted by his or her tardies or absences if:
  - The student's attendance and/or participation is related to the objectives or goals of the particular subject or course, and
  - The teacher has indicated that the student's attendance and/or participation is a basis for at least some part of the student's grade.
- Willfully inflicting or willfully causing the infliction of physical pain on a student is prohibited. This does not include:
  - The use of reasonable physical force by a Charter School administrator, teacher, Charter School employee or volunteer that is necessary to maintain order or to prevent a student from harming himself other students and Charter School staff or property;
  - Physical pain or discomfort involved in the student's voluntary participation in athletic competition or recreational activity;
  - Physical exertion in a teacher directed class activity, such as physical education exercises, field trips or vocational education projects; or
  - Physical restraint or the use of aversive therapy as part of a behavior management program in a student's individual education program which has been signed by the parent and is carried out according to Charter School procedures in compliance with the law.<sup>3</sup>

## Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to Charter School activity or Charter School attendance, occurring at Charter School or at any other school or a Charter School sponsored event, occurring at anytime including but not limited to: (a) while on Charter School grounds; (b) while going to or coming from Charter School; (c) during the lunch period, whether on or off Charter School campus; (d) during, going to, or coming from a Charter School-sponsored activity.

## Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the student:
  - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
  - b) Willfully used force of violence upon the person of another, except self-defense.

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<sup>2</sup> WAC 392-400-235

<sup>3</sup> WAC 392-171-800 et seq.

- c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to Charter School property or private property.
- g) Stole or attempted to steal Charter School property or private property.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia.
- k) Disrupted Charter School activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other Charter School officials, or other Charter School personnel engaged in the performance of their duties.
- l) Knowingly received stolen Charter School property or private property.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Committed or attempted to commit a sexual assault or committed a sexual battery.
- o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a Charter School disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For

purposes of this section, "hazing" does not include athletic events or Charter School-sanctioned events.

- r) Made terrorist threats against Charter School officials and/or Charter School property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of Charter School property, or the personal property of the person threatened or his or her immediate family.
- s) Committed sexual harassment. For the purposes of this section, the conduct must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Caused, attempted to cause, threaten to cause or participated in an act of hate violence. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.

- ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
  - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
  - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the transmission by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, or image.
  - ii. A post on a social network Internet Web site including, but not limited to:
    - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
    - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
  - iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- w) A student who aids or abets the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline.
- x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated Charter School employee, with the Executive Director or designee's concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the student:

- a) Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had

obtained written permission to possess the item from a certificated Charter School employee, with the Executive Director or designee's concurrence.

3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the student:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force of violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to Charter School property or private property.
- g) Stole or attempted to steal Charter School property or private property.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia.
- k) Disrupted Charter School activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other Charter School officials, or other Charter School personnel engaged in the performance of their duties.
- l) Knowingly received stolen Charter School property or private property.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Committed or attempted to commit a sexual assault or committed a sexual battery.



- o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a Charter School disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, "hazing" does not include athletic events or Charter School-sanctioned events.
- r) Made terrorist threats against Charter School officials and/or Charter School property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of Charter School property, or the personal property of the person threatened or his or her immediate family.
- s) Committed sexual harassment. For the purposes of this section, the conduct must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Caused, attempted to cause, threaten to cause or participated in an act of hate violence. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or

more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
  - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
  - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
  - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the transmission by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, or image.
  - ii. A post on a social network Internet Web site including, but not limited to:
    - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
    - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
  - iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- w) A student who aids or abets the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline.

- x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated Charter School employee, with the Executive Director or designee's concurrence.

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the student:

- a) Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated Charter School employee, with the Executive Director or designee's concurrence.

If it is determined by the Governing Board that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Charter Schools Act of 1994.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

## **Suspension and Expulsion Policy and Procedure**

The Charter School believes that due process means that students must be treated fairly and with regard for their rights under the law. This means that any discipline or corrective action of a student who has violated rules must be administered fairly and for good and just cause. Students have the right to tell their side of the incident and receive a fair punishment for their behavior. Charter School officials will take corrective action only after a thorough examination of the facts. The facts must always be reasonably related to the nature and circumstances of the violation. Students have the right to appeal corrective action that they feel is unjust or unjustly administered.

The Charter School has adopted and implemented the due process rules found in the law.<sup>4</sup> These rules outline the substantive and procedural due process rights of students who are involved in programs or activities within the Charter School. Additionally, the Charter School has adopted rules that guarantee the minimum due process standards and protections.

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<sup>4</sup> WAC 392-400

## A. Short-term Suspension

### Conditions and Limitations of Short-term Suspensions<sup>5</sup>

The Charter School must consider the nature and circumstances of the student's act, and the act must reasonably warrant both a short-term suspension and the length of the suspension imposed. However, the Charter School may designate certain offenses so severe that suspension must be imposed as a consequence. The Executive Director may grant exceptions to a short-term suspension punishment for extenuating circumstances. Any student who has been suspended may apply for readmission at any time.

As a general rule, the Charter School may not impose a short-term suspension unless another appropriate form of corrective action has already been imposed. Additionally, a student may not be subject to a short-term suspension for one or more unexcused absences unless:

- The Charter School first attempted another form of appropriate corrective action;
- The Charter School notified the student's parents/guardians in writing, in the parents/guardians' primary language, of the student's unexcused absences;
- The Charter School scheduled conference(s) with the parents/guardians and the student to analyze the cause of the student's absences, especially to determine if that cause of absences means the student needs special education services; and
- The Charter School has taken steps to reduce the student's absences, including discussions the parents/guardian, adjusting the student's schedule, or assisting the parents/guardians in securing assistive services for the student.

Students may not receive short-term suspensions for a total of fifteen (15) school days during any single semester or ten (10) school days during any single trimester. Any student given a short-term suspension must be allowed to make up assignments and tests missed during the suspension if:

- The assignments or tests have a substantial effect on the student's grade; or
- The student would fail to receive credit in the class if he did not make up the assignment.

### Notice to Parents/Guardians and Student of Short-term Suspensions<sup>6</sup>

A student is entitled to a conference before he or she is suspended for a short-term. Prior to the conference, the student must be given verbally or in writing:

- Notice of the alleged misconduct and Charter School rule(s) that was allegedly violated;
- An explanation of the evidence that supports the allegations;
- An explanation of the corrective action that will occur; and
- An opportunity to explain him or herself.

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<sup>5</sup> WAC 392-400-245

<sup>6</sup> WAC 392-400-250

If the suspension is to exceed one calendar day, the Charter School must inform the parents/guardians of the reason for the student's suspension and the duration of the suspension verbally and/or by letter as soon as reasonably possible. This notice shall also inform the parents/guardians of their right to an informal conference, and that the suspension may possibly be reduced as a result of such conference.

All short-term suspensions, and the reasons for the suspensions, must be reported to the Charter School Board within twenty-four (24) hours after the suspension is imposed.

### **Grievance Procedure for Short-term Suspensions<sup>7</sup>**

If the student or parent disagrees with a proposed short-term suspension, they have the right to an informal conference with the Executive Director to resolve the grievance. During the conference, the Executive Director may question any person involved; the student or parent/guardian may also question the employee who imposed the discipline.

If the grievance is not resolved, a written or verbal appeal may be made to the Administrative Panel within two (2) school business days. If the grievance is not resolved at the Administrative Panel level, a written or verbal appeal may be made to the Charter School Board at the next regular meeting if notice is given within two (2) school business days. The Charter School Board must notify the student and parents/guardians of its response within ten (10) school business days after the date of the meeting. Unless the Executive Director decides to delay the suspension, it may be imposed during the appeal process.

## **B. Long-term Suspensions**

### **Conditions and Limitations of Long-term Suspensions<sup>8</sup>**

The Charter School must consider the nature and circumstances of the student's act, and the act must reasonably warrant both a long-term suspension and the length of the suspension imposed. However, the Charter School may designate certain offenses so severe that suspension must be imposed as a consequence. The Executive Director may grant exceptions to a long-term suspension punishment for extenuating circumstances. Any student who has been suspended may apply for readmission at any time.

As a general rule, the Charter School may not impose a long-term suspension unless another appropriate form of corrective action has already been imposed. Additionally, a student may not be subject to a long-term suspension for one or more unexcused absences unless:

- The Charter School first attempted another form of appropriate corrective action;
- The Charter School notified the student's parents/guardians in writing, in the parents/guardians' primary language, of the student's unexcused absences;

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<sup>7</sup> WAC 392-400-255

<sup>8</sup> WAC 392-400-260

- The Charter School scheduled conferences with the parents/guardians and the student to analyze the cause of the student's absences, especially to determine if that cause of absences means the student needs special education services; and
- The Charter School has taken steps to reduce the student's absences, including discussions the parents/guardian, adjusting the student's schedule, or assisting the parents/guardians in securing assistive services for the student.

Students may not receive long-term suspensions which cause the student to lose academic grades or credit in excess of one semester or trimester during the same school year. All long-term suspensions, and the reasons for the suspensions, must be reported to the Charter School Board within twenty-four (24) hours after the imposition of the suspension.

### **Notice of Hearing and Waiver of Hearing Rights for Long-term Suspensions<sup>9</sup>**

Before a student can be suspended long-term, the student and his or her parents/guardians must receive a written notice of an opportunity for a hearing. This notice must be either delivered in person or by certified mail. The notice must:

- Be in the parents/guardians' primary language, to the extent feasible;
- Explain the alleged misconduct and the Charter School rule(s) alleged to have been violated;
- Identify the corrective action or discipline being proposed;
- Explain the rights of the student and his or her parents/guardians to a hearing to contest the allegation(s); and
- Explain that parents/guardians have three (3) school business days after receipt of the notice to request a hearing. It must also state if the request is not received within that timeline, then the right to a hearing may be deemed to have been waived, and the proposed long-term suspension may be imposed without any further opportunity for the student and parents/guardians to contest it.
- Include a schedule of "school business days" potentially applicable to the hearing date.

Students and their parents/guardians have three (3) school business days to request the hearing after they receive the notice. The parents/guardians' request for hearing may be made either in writing or verbally, if accepted by the Charter School. If the Charter School does not receive the request for the hearing within three (3) school business days, it may determine that the parents/guardians have waived that right, and the Charter School may impose the long-term suspension.

### **Prehearing and Hearing Process for Long-term Suspensions<sup>10</sup>**

If the Charter School receives the request for hearing within the designated timeframe (three (3) school business days), it must schedule a hearing. This hearing must commence within three (3) school business days from when the Charter School received the request. In the hearing process, the student and parents/guardians have certain rights, including:

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<sup>9</sup> WAC 392-400-265

<sup>10</sup> WAC 392-400-270

- Before the hearing, the right to inspect any evidence the Charter School plans to introduce at the hearing;
- Be represented by legal counsel;
- Question and confront witnesses, unless the witness is excused by the hearing officer. A witness may be excused if the Charter School can demonstrate it made a reasonable effort to produce the witness, or the witness can establish good cause to fear retaliation as a result of being a witness.
- Present the student's explanation of the alleged misconduct; and
- Introduce any evidence or present witnesses. The Charter School has the right to inspect any evidence the student plans to introduce before the hearing.

The Administrative Panel hearing the case shall not be a witness in the case for either the Charter School or the student, and may only determine the student's guilt or innocence based on evidence presented at the hearing. The hearing will either be tape recorded or transcribed verbatim in a written record. The hearing officer must present the student, or his or her attorney or parents/guardians, with written findings of fact, conclusions, and the nature and duration of the suspension or lesser punishment imposed.

## **C. Expulsion**

### **Conditions and Limitations of Expulsion<sup>11</sup>**

Before a student may be expelled, he must receive a written notice and an opportunity for a hearing. A student may not be expelled unless the nature of his or her misconduct warrants the harshness of an expulsion. The Charter School may not expel a student unless another appropriate form of corrective action has already been imposed, or the Charter School reasonably believes other forms of corrective action would fail if employed. Any student who has been expelled may apply for readmission at any time.

A student may not be expelled for one or more unexcused absences unless:

- The Charter School notified the student's parents/guardians in writing, or other necessary manner, of the student's unexcused absences;
- The Charter School scheduled conference(s) with the parents/guardians and the student to analyze the cause of the student's absences, especially to determine if that cause of absences means the student needs special education services; and
- The Charter School has taken steps to reduce the student's absences, including discussions the parents/guardian, adjusting the student's schedule, or assisting the parents/guardians in securing assistive services for the student.

Once a student is expelled from the Charter School, the Charter School must notify the appropriate local and state authorities, including but not limited to juvenile authorities, so the authorities may address the student's educational needs. All long-term expulsions, and the reasons for the expulsions, must be reported to the Charter School Board within twenty-four (24) hours after the imposition of the expulsion.

### **Notice of Hearing and Waiver of Request for Hearing Rights for Expulsions<sup>12</sup>**

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<sup>11</sup> WAC 392-400-275

Before a student can be expelled, the student and his or her parents/guardians must receive a written notice of an opportunity for a hearing. This notice must be either delivered in person or by certified mail. The notice must:

- Be in the parents/guardians' primary language, to the extent feasible;
- Explain the alleged misconduct and the Charter School rule(s) alleged to have been violated;
- Identify the corrective action or discipline being proposed;
- Explain the rights of the student and his or her parents/guardians to a hearing to contest the allegation(s); and
- Explain that parents/guardians have three (3) school business days after receipt of the notice to request a hearing. It must also state if the request is not received within that timeline, then the right to a hearing may be deemed to have been waived, and the proposed expulsion may be imposed without any further opportunity for the student and parents/guardians to contest it.
- Include a schedule of "school business days" potentially applicable to the hearing date.

Students and their parents/guardians have three (3) school business days to request the hearing after they receive the notice. The parents/guardians' request for hearing may be made either in writing or verbally, if accepted by the Charter School. If the Charter School does not receive the request for the hearing within three (3) school business days, it may determine that the parents/guardians have waived that right, and the Charter School may impose the expulsion.

### **Prehearing and Hearing Process for Expulsions<sup>13</sup>**

If the Charter School receives the request for hearing within the designated timeframe (three (3) school business days), it must schedule a hearing. This hearing must commence within three (3) school business days from when the Charter School received the request. In the hearing process, the student and parents/guardians have certain rights, including:

- Before the hearing, the right to inspect any evidence the Charter School plans to introduce at the hearing;
- Be represented by legal counsel;
- Question and confront witnesses, unless the witness is excused by the hearing officer. A witness may be excused if the Charter School can demonstrate it made a reasonable effort to produce the witness, or the witness can establish good cause to fear retaliation as a result of being a witness.
- Present the student's explanation of the alleged misconduct; and
- Introduce any evidence or present witnesses. The Charter School has the right to inspect any evidence the student plans to introduce before the hearing.

The Administrative Panel hearing the case shall not be a witness in the case for either the Charter School or the student, and may only determine the student's guilt or innocence based on evidence presented at the hearing. The hearing will either be tape recorded or transcribed verbatim in a written

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<sup>12</sup> WAC 392-400-280

<sup>13</sup> WAC 392-400-285



record. The hearing officer must present the student, or his or her attorney or parents/guardians, with written findings of fact, conclusions, and the expulsion or nature of any lesser punishment imposed.

## D. Emergency Actions

### Emergency Removal from a Class, Subject, or Activity<sup>14</sup>

A student may be immediately removed from a class or activity by a certificated teacher or Charter School administrator, and sent to the Executive Director's office, when there is good and sufficient reason to believe that the student's presence poses an immediate and continuing danger or a continuing threat of substantial disruption. This is a short-term action that may continue only until the danger or threat ceases, or the Executive Director imposes discipline, such as a short-term suspension, long-term suspension, or expulsion.

The Executive Director must meet with the student as soon as possible after the student's removal to take the appropriate corrective action or punishment. The removal cannot normally exceed one day. Before the student can be returned to the class or activity he was removed from, the Executive Director must inform the teacher or administrator who initiated the removal.

### Limitations on Emergency Expulsions<sup>15</sup>

A student may be expelled immediately by the Executive Director in emergency situations, if the Executive Director has good and sufficient cause to believe the student's presence poses an immediate and continuing danger or a continuing threat of substantial disruption. An emergency expulsion continues until the Charter School rescinds or reverses it through the hearing or appeals process.

### Notice of Hearing and Waiver of Hearing Rights for Emergency Expulsions<sup>16</sup>

The Charter School must notify the student's parents/guardians of the emergency expulsion, and their right for a hearing, within twenty four (24) hours of the expulsion (If the expulsion is based on failure to comply with state immunization law, the notice must be made *before* the expulsion is imposed). The notice must be delivered either in person, with the Charter School documenting delivery of the notice by obtaining the parents/guardians' signature, or by certified mail. Reasonable attempts to contact the parents/guardians must be made by phone if the notice is mailed. The notice must:

- Be in the parents/guardians' primary language, to the extent feasible;
- Specify the alleged reasons for the emergency expulsion;
- Identify the corrective action or punishment taken and proposed;
- Explain the rights of the student and his or her parents/guardians to a hearing to contest the allegation(s) as soon as reasonably possible; and
- Explain that parents/guardians have ten (10) school business days after receipt of the notice to request a hearing. It must also state if the request is not received within that timeline, then the right to a hearing may be deemed to have been waived, and the emergency expulsion may be

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<sup>14</sup> WAC 392-400-290

<sup>15</sup> WAC 392-400-295

<sup>16</sup> WAC 392-400-300

continued as deemed necessary by the Charter School without any further opportunity for the student and parents/guardians to contest it.

- Include a schedule of “school business days” potentially applicable to the hearing date.

Students and their parents/guardians have ten (10) school business days to request the hearing after they receive the notice. The parents/guardians’ request for hearing may be made either in writing or verbally, if accepted by the Charter School. If the Charter School does not receive the request for the hearing within ten (10) school business days, it may determine that the parents/guardians have waived that right, and the Charter School may continue the emergency expulsion as deemed necessary by the Charter School.

### **Prehearing and Hearing Process for Emergency Expulsions<sup>17</sup>**

If the Charter School receives the request for hearing within the designated timeframe (ten (10) school business days), it must immediately schedule a hearing, and give notice of the hearing, as soon as reasonably possible. This hearing must occur no later than three (3) school business days from when the Charter School received the request. In the hearing process, the student and parents/guardians have certain rights, including:

- Before the hearing, the right to inspect any evidence the Charter School plans to introduce at the hearing;
- Be represented by legal counsel;
- Question and confront witnesses, unless the witness is excused by the hearing officer. A witness may be excused if the Charter School can demonstrate it made a reasonable effort to produce the witness, or the witness can establish good cause to fear retaliation as a result of being a witness.
- Present the student’s explanation of the alleged misconduct; and
- Introduce any evidence or present witnesses. The Charter School has the right to inspect any evidence the student plans to introduce before the hearing.

The Administrative Panel hearing the case shall not be a witness in the case for either the Charter School or the student, and may only determine the student’s guilt or innocence based on evidence presented at the hearing. The hearing will either be tape recorded or transcribed verbatim in a written record.

The Administrative Panel must make a decision whether or not to continue the emergency expulsion within one Charter School business day after the hearing concludes. The hearing officer must inform the student, or his or her attorney or parents/guardians, of the findings of fact, conclusions (including whether or not the emergency situation giving rise to the emergency expulsion continues), and whether the emergency expulsion should be continued or a lesser punishment imposed. The Administrative Panel’s decision must be sent to the student, or his or her attorney or parents/guardians, via certified mail.

An emergency expulsion may be continued following the hearing if the emergency basis continues and/or as corrective action or punishment for the actions giving rise to the emergency expulsion in the first place.

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<sup>17</sup> WAC 392-400-305

## E. Appeal Process

### Long-term Suspensions and Expulsion Appeals<sup>18</sup>

The student may appeal an Administrative Panel's decision regarding his or her long-term suspension, expulsion, or emergency expulsion. The Charter School Board will hear such appeals. The student must notify the Executive Director of the student's desire to appeal within three (3) school business days after receiving the Administrative Panel's written decision.

If the student does not appeal within that timeframe (three (3) school business days), his or her suspension or expulsion may begin on the first calendar day following the expiration of that three (3) school business day period. If the student does appeal, the suspension or expulsion may be imposed during the appeal, subject to the following conditions:

- The long-term suspension or non-emergency expulsion may be imposed during the appeal period for no more than ten (10) consecutive school days or until the appeal is decided, whichever is shorter;
- An emergency expulsion may be continued during the appeal period as long as the student continues to pose an immediate and continuing danger or continuing threat of substantial disruption;
- If the student serves any days of the suspension or expulsion before the appeal is decided, those days will be credited toward the overall duration of the suspension or expulsion and will not limit or extend the duration of that suspension or expulsion; and
- If a student subject to a temporary suspension returns to Charter School before the appeal is decided, he must be allowed to make up assignments and tests missed during his or her suspension if the missed assignments or tests have a substantial effect on the student's grade, or failure to complete the assignments would prevent the student from receiving credit for the course(s).

The student must appeal the Charter School Board's decision directly to the courts. The Charter School has the discretion to postpone its decision pending the student's appeal to the court, except if ordered otherwise by the court.

### Procedures for Appeals Hearings before the Charter School Board<sup>19</sup>

If the Charter School Board receives the notice of appeal within the designated timeframe (three (3) school business days), it must schedule and hold an informal conference to review the matter. This informal conference must occur within ten (10) school business days after the Charter School receives the notice of appeal. The purpose of this meeting is to meet with both the student and the Administrative Panel to decide the most appropriate way to handle the appeal. At that time, the student, or his or her attorney or parents/guardians, may present witnesses and evidence as Charter School Board deems is reasonable. The Board will decide on one of the following procedures before the conclusion of the conference:

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<sup>18</sup> WAC 392-400-310

<sup>19</sup> WAC 392-400-315

- Review the hearing record or other submitted materials, and make its decision within ten (10) school business days after the date of the conference; or
- Hear further arguments based on the hearing record and make its decision within fifteen (15) school business days after the date of the conference; or
- Hear new evidence and arguments, not based on the hearing record, within ten (10) school business days after the date of the conference.

If the Board decides to hear new evidence and arguments, the student has certain rights, including:

- Before the new hearing, to inspect any evidence the Charter School plans to introduce at the hearing;
- Be represented by legal counsel;
- Question and confront witnesses, unless the witness is excused by the hearing officer. A witness may be excused if the Charter School can demonstrate it made a reasonable effort to produce the witness, or the witness can establish good cause to fear retaliation as a result of being a witness.
- Present the student's explanation of the alleged misconduct; and
- Introduce any evidence or present witnesses he desires. The Charter School has the right to inspect any evidence the student plans to introduce before the hearing.

The hearing will either be tape recorded or transcribed verbatim in a written record.

### **Discipline and Short-term Suspension Grievances<sup>20</sup>**

The Charter School Board may authorize an Administrative Panel to hear and decide discipline and short-term suspension grievance appeals.

### **Charter School Board Decisions<sup>21</sup>**

The Charter School Board may decide to impose, affirm, reverse, or modify a student's discipline, suspension, or expulsion after the appeal hearing. This decision may only be made:

- By the board members who heard or read the evidence;
- By the board members who were not witnesses in the case; and
- At a meeting at which a quorum of the board is present, and by majority vote.

### **Students With Disabilities**

A pupil identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for disciplinary action, including suspension and expulsion, and is accorded the same due process procedures applicable to regular education pupils except when federal and state law mandates additional or different procedures. the Charter School will follow the IDEA, Section 504, and all

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<sup>20</sup> WAC 392-400-317

<sup>21</sup> WAC 392-400-320

applicable federal and state laws when imposing any form of discipline on a pupil identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such pupils. The following procedures shall be followed when a student with a disability is considered for suspension or expulsion. These procedures will be updated if there is a change in the law.

**1. Services During Suspension**

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

**2. Procedural Safeguards/Manifestation Determination**

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

1. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
2. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

1. Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
2. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
3. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

### **3. Due Process Appeals**

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter school, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and the Charter School agree otherwise.

### **4. Special Circumstances**

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

1. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
2. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
3. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

### **5. Interim Alternative Educational Setting**

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

### **6. Procedures for Students Not Yet Eligible for Special Education Services**

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards

granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

1. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
2. The parent has requested an evaluation of the child.
3. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge of that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

## Attachment 8: Conversion Schools

This attachment does not apply to Summit Olympus. Summit Olympus will be a new charter school, not a conversion school.





## Summit Public School: Olympus

### Attachment 9

Evidence of Community Support, including:  
Community Engagement to Date  
Letters of Support  
Community Meeting Invitations and Agendas  
Community Meeting Sign-Ins

### Summit's Community Engagement To Date in Tacoma

*Below is a list of meetings Summit staff have had to date with people in Tacoma. This list represents the beginning of almost two years of planned community outreach before Summit Olympus even opens its doors. Please note that we waited to conduct community outreach until we had hired a local leader, Ms. Wickens, as we realize how crucial local knowledge and understanding is to our ability to successfully open Summit Olympus.*

Organization	Individuals Present at Meeting
WA Charters	<ul style="list-style-type: none"> <li>• Marta Reyes-Newberry, Interim CEO</li> </ul>
Greater Tacoma Community Foundation	<ul style="list-style-type: none"> <li>• Rose Lincoln, President</li> </ul>
Black Education Strategy Roundtable	<ul style="list-style-type: none"> <li>• Rosalund Jenkins, Director</li> <li>• Thelma Jackson, Foresight Consultants, Owner and Principal Consultant</li> </ul>
Tacoma Public Schools	<ul style="list-style-type: none"> <li>• Josh Garcia, Deputy Superintendent</li> </ul>
Vibrant Schools Tacoma Coalition	<ul style="list-style-type: none"> <li>• Tasha Church, Director</li> </ul>
Tacoma City Council and Tacoma Urban League	<ul style="list-style-type: none"> <li>• Victoria Woodards, City Councilwoman and President &amp; CEO of Tacoma Urban League</li> </ul>
City of Tacoma	<ul style="list-style-type: none"> <li>• Marilyn Strickland, Mayor</li> </ul>
Center for Reinventing Public Education (CRPE)	<ul style="list-style-type: none"> <li>• Summit leadership spoke at CRPE's Innovation Forum to an audience of 35 members</li> </ul>
Stand for Children Washington	<ul style="list-style-type: none"> <li>• Liesl Santkuyl, Tacoma Director</li> <li>• Sara Irish</li> <li>• Kellie Richardson</li> </ul>
Peace Community Center	<ul style="list-style-type: none"> <li>• Bill Hanawalt, Executive Director</li> <li>• Elaine Ranson, Director of Education Programs</li> </ul>
Tacoma PTA	<ul style="list-style-type: none"> <li>• Deb Blakeslee, Member</li> </ul>

*Additionally, Summit staff conducted one large community meeting and one community dinner in Tacoma. See details and agenda below.*

Date	Location	Number of Attendees
October 29, 2013	Bates Technical College	64
November 15, 2013	Social Bar & Grill	10

*See below for agendas and sign-in sheets from these community meetings/dinners.*

*Also included below are letters of supports for Summit Olympus.*

# Letters of Support

November 12, 2013

Dr. Doreen Cato  
State of Washington Charter School Commission  
Governor's Policy Office  
PO Box 43113  
Olympia, WA 98504-3113

Dear Commissioner Cato:

I am writing in strong support of Summit Public Schools' applications for two charter high schools in Seattle and Tacoma. Summit brings to Washington the ideal combination of a 10-year track record of success in California with an experienced, local educator and leader, Jen Davis Wickens.

Summit's schools in Seattle and Tacoma will build on the success of the six Summit schools operating in California. All of Summit's schools prepare a truly diverse student body for success in college and to be thoughtful, contributing members of society. In each and every one of these schools, 100% of students graduate eligible to apply to a four-year college, regardless of their background or preparation level. An incredible 96% of Summit students are accepted to at least one four-year college, and Summit students are on track to graduate college at double the national average. Summit's flagship school is ranked amongst the top 100 best high schools in the nation. I believe the families of Seattle and Tacoma deserve the option for their children to have this kind of transformative education.

Furthermore, Summit is doing this in partnership with a deeply rooted local educator and leader – Jen Davis Wickens. Ms. Wickens previously consulted for school districts and charter schools across the nation, including Seattle Public Schools where she led principal professional development. She has also served as the founding principal of Impact Academy, an Envision charter school in Hayward, California, as well as a teacher in Washington's Seattle and Highline communities. Ms. Wickens brings a wealth of knowledge about charter schools and education in Washington State, and she is therefore the ideal leader to be partnering with Summit in opening two fantastic high schools.

As CEO of Getting Smart, an education advocacy firm I have the privilege of speaking about Summit's model to schools around the country. It is one of the best school network models in the country. As superintendent of Federal Way Public Schools from 1994-1999 I saw first hand the need for schools like Summit in Washington State.

Thank you for your consideration. Sincerely,

Tom Vander Ark



CEO, Getting Smart



November 18, 2013

Dear Washington State Charter Schools Commission:

On behalf of the Washington State Charter Schools Association (WA Charters), I am writing to give our full support to Summit Public Schools' application. WA Charters is honored to work with Summit in the development of two public charter high schools in Washington – one for south Seattle and one for Tacoma.

WA Charters is a statewide nonprofit organization that supports the start-up of high-quality public charter schools, with a focus on serving academically and economically disadvantaged communities. WA Charters focuses on three key areas of support: community and family engagement, leadership development, and support and services. Through fellowship programs, WA Charters recruits and supports leaders who want to create high-performing charter schools.

Summit Public Schools, a leading school network serving diverse communities in the San Francisco, Bay Area, operates six schools enrolling 1,600 students. Summit's mission is to ensure that every student has the opportunity to not only attend, but also succeed in, a four-year college or university. Summit is ranked consistently as having one of the top high school programs in the country. To date, nearly 100 percent of Summit graduates have been accepted to one or more four-year colleges and universities. In 2011, *Newsweek* listed Summit as one of the Top 10 Miracle Schools in the country, and *US News & World Report* consistently ranks their flagship school in the top 100 public high schools in the nation.

Providing a high-quality public education to all children is critical to a just society that affords every child the full range of opportunities for life. I urge you to give the families and students of Seattle and Tacoma the option and opportunity to attend a Summit school.

Sincerely,

A handwritten signature in blue ink that reads 'Marta Reyes-Newberry'.

Marta Reyes-Newberry

Interim CEO

Washington State Charter Schools Association

# Community Meeting Invitations and Agendas

# Creating the Schools of our Dreams

Together we can make it happen!

## Public Charter Schools Community Forum

Tuesday, October 29, 2013 6:30 p.m. - 8:40 p.m.  
Bates Technical College Auditorium, Tacoma, Washington

🌀 6:30 p.m. Dinner

🌀 6:45 p.m. Welcome! – Roz Jenkins, Director of the Black Education Strategy Roundtable

🌀 7:00 p.m. Washington Charter Schools Association – Marta Reyes-Newberry, Interim CEO

🌀 7:10 p.m. Honorable Eric Pettigrew, State Representative (D) 37<sup>th</sup> District

🌀 7:20 p.m. Sharing the Dream (Group Discussion)

- ✎ If you could create your dream school, what would it look like?
- ✎ How might this new school be different than others?
- ✎ What results are you looking for from your school?

🌀 7:35 p.m. Group Reports

🌀 7:45 p.m. SOAR Academy

- ✎ Kristina Bellamy- McClain, SOAR Academy CEO

🌀 8:00 p.m. Green Dot Public Schools

- ✎ Chad Soleo - Vice President of Advancement, Green Dot Public Schools
- ✎ Jacob Edwards - Principal of Green Dot's Ánimo Middle School #2
- ✎ Nithya Rajan - Director of Strategic Planning, Green Dot Public Schools

🌀 8:15 p.m. Summit Public Schools

- ✎ Sarah Satinover - Director of Growth, Summit Public Schools
- ✎ Jen Wickens - Chief Regional Officer for Washington, Summit Public Schools
- ✎ Jennifer Galeana - Everest Public High School student
- ✎ Natalie Rodriguez - Everest Public High School student

🌀 8:30 p.m. Closing Remarks – Kristina Bellamy-McClain, SOAR Academy CEO

🌀 8:40 p.m. Upcoming Community Events – you are invited!



The Washington State Charter Schools Association (WA Charters) is a statewide, non-profit organization that supports the start-up of high-quality public charter schools, with a focus on underserved communities.

[www.wacharters.org](http://www.wacharters.org) 206-832-8505



## **What Are the Points of Pride and Opportunities in Schools in Tacoma?**

Please join us for a small community dinner to discuss education and charter schools in Tacoma. Share your answers to the question above, hear from others, and learn about Summit Public Schools.

**What: Tacoma Charter Public Schools Community Dinner**  
**When: Friday, November 15<sup>th</sup>, 7:00 pm to 9:00 pm**  
**Where: Social Bar & Grill**  
1715 Dock Street  
Tacoma, WA 98402

\* Dinner costs will be covered

**Limited spots available so as to keep the conversation intimate –  
please email Sarah Satinover at [ssatinover@summitps.org](mailto:ssatinover@summitps.org) to reserve seats.**

### **Special Guest: Summit Public Schools**

*Summit Public Schools is a leading charter network that is applying to open a high school in Tacoma in the fall of 2015. Summit is a high-performing public charter organization currently operating six schools serving 1,600 students in California. Summit serves a diverse student population, and every single Summit student graduates prepared for success in a 4-year college. To date, nearly 100 percent of Summit graduates have been accepted to one or more four-year colleges and universities. Summit is ranked amongst the top 100 best high schools in the nation and is committed to ensuring that all students – regardless of their background – have the opportunity for success in college, career and life.*



# Community Meeting Sign-Ins



THE WASHINGTON STATE CHARTER SCHOOLS ASSOCIATION

Title of Presentation: COMMUNITY FORUM

Date: October 29, 2013

Location: Bates Technical College, Tacoma, WA

NAME				ORGANIZATION
1. VICTORIA WEST	[REDACTED]			PNW PSEED
2. REN LUCAS				—
MOANA 3. TRAMMELL				AUKUNA MO TUPULAGA
4. Thelma Jackson				Foresight Consultants
5. Elder Ron A. Warren				PNW Family Foundation
6. Sara Irish				Stand for Children
7. Bob Orlandy				Pet. Sch Acton
8. Annie MUSICK				FWPS
9. DICK MVAI				state Leg
10. EMILY BRETL				—



# THE WASHINGTON STATE CHARTER SCHOOLS ASSOCIATION

Title of Presentation: COMMUNITY FORUM

Date: October 29, 2013

Location: Bates Technical College, Tacoma, WA

NAME		ORGANIZATION
1. Jim SAWATZKI		<u>WSECS</u>
2. Leigh Cobbs		citycenter.org
3. COLTON DAVIS		.org
4. HARRAINE VAN DUKER		Ducore group
5. Linda MacDonnell		
6. Ron MacDONALD		
7. Tasha Ina Clark		Vibrant Schools
8. Renee Froembling		act.net
9.		
10.		



THE WASHINGTON STATE CHARTER SCHOOLS ASSOCIATION

Title of Presentation: COMMUNITY FORUM

Date: October 29, 2013

Location: Bates Technical College, Tacoma, WA

NAME	ADDRESS	PHONE	E-MAIL	ORGANIZATION
✓ 1. Leanne Yozzie				
✓ 2. Williams, James				
3. Christian Guevara				
✓ 4. John Welch				Puget Sound ESD
5. Angela Sheffey Roman				com
6. Joe Queny				edu
7. Michaela Queny				com
8. Harriet Williams				
9. Kathy Orlando				m
10. Jon Keller				



THE WASHINGTON STATE CHARTER SCHOOLS ASSOCIATION

Title of Presentation: COMMUNITY FORUM

Date: October 29, 2013

Location: Bates Technical College, Tacoma, WA

NAME	ADDRESS	PHONE	E-MAIL	ORGANIZATION
1. Bill Hanawalt	2			Peace Community Center
2. Diane Kinder				UWT
3. Jeff Wagnitz	330			UWT
4. John POPE	6			OSPI
5. Andre Benjamin	11			After the Resume.com
6. Cynthia Glenn	4			
7. Katie Baird				n-uw+
8. Delois Brown				Kids at Hope n.com NAAAP
9. Timmie Foster				doc.foster yahoo.com
10.				



# THE WASHINGTON STATE CHARTER SCHOOLS ASSOCIATION

Title of Presentation: COMMUNITY FORUM

Date: October 29, 2013

Location: Bates Technical College, Tacoma, WA

NAME		ORGANIZATION
1. Garner A		Peace CC
2. Wendy Graham		The Ducere Group
3. Calynn Hobbaway		theduceregroup.org
4. Eyie Livingston		—
5. Ray Lee		—
6. ANNETTE ANKLE		BSR
7. Trenise Rogers		—
8. Nancy Stern		—
9. Zhelezion Olga		ASIS
10.	—	



THE WASHINGTON STATE CHARTER SCHOOLS ASSOCIATION

Title of Presentation: COMMUNITY FORUM

Date: October 29, 2013

Location: Bates Technical College, Tacoma, WA

NAME		ORGANIZATION
1. YALONDA GILL-MASUN		g SESEC
2. Ester Milfong		WSSRA
3. Brandon Lee		GMMB
4. Roz Jenkins		LEV/ Black Runtable
5. Parasu Channam		org stand
6. Dave Langford		—
7. Dawn Bernstein		CITIZEW
8. John Levi		SELF
9. Toni Pace		TPS
10. Nick Manning		



# Summit Public School: Olympus

## Attachment 10

School Leader Hiring Timeline  
Sample School Leader Bio and Job Description





## Sample Summit School Leader Biography

### Everest Public High School

**Executive Director:** Kelly Garcia

Expertise: Curriculum, instruction, assessment, admissions, and administration

Education and Experience: Ms. Garcia has been working in the field of education for over 16 years as a teacher, school reform coach, and administrator in Boston public schools and the Bay Area. Ms. Garcia spent her first two years at Summit Preparatory High School teaching 9<sup>th</sup> and 10<sup>th</sup> grade World Studies, then spent time as the Director of Admissions, Dean of Students, and Director of Academics, and assistant director. In 2011 she became the Executive Director of Everest Public High School, the second school in the Summit Public Schools network. Under Ms. Garcia's leadership Everest Public High School has met all of its growth targets and just graduated its first class of seniors.

As one of the founding teachers at Summit Preparatory High School, she has been responsible for curriculum development, academic program design, and the training of student teachers from Stanford University's School of Education. Additional positions within the organization had her responsible for developing and maintaining relationships with local middle schools, presenting an overview of SPCHS to the larger community, and recruiting new students with an emphasis on achieving a diverse applicant pool. In her current position, Ms Garcia is responsible for overseeing the admissions process, observing and coaching teachers, managing student discipline, and collaborating with the director on designing and implementing the larger vision of the school.

Prior to coming to SPCHS, Ms Garcia was a teacher and school reform coach at Tennyson High School in Hayward, CA. In the classroom she taught World History, US History, and American Government/Economics for students at all levels, making sure they fulfilled the University of California's A-G requirements for admission, and supporting students through the college application process. Outside of the classroom, she was a school reform coach through the Bay Area School Reform Collaborative (BASRC) where her primary expertise was in developing standards-based instructional units.

Ms. Garcia earned a BA in History and a certificate in the Children and Society Curriculum at Stanford University. She also holds an EdM in Teaching and Curriculum from Harvard University's Graduate School of Education and has passed the School Leaders Licensure Assessment.

**SAMPLE: Summit Olympus Executive Director Job Description**

Job Title	Executive Director
Reports To (Enter Job Title)	Chief Regional Officer
Team	School specific team, all-schools leadership team (Red Team)
Position Summary	The Executive Director is in charge of ensuring that the mission and vision of the school is implemented effectively with a balanced budget. To do this, they are responsible for overseeing instructional leadership, faculty, students, operations, facilities, their administrative team, and managing positive relationship with all internal and external stakeholders.
Education Preferred	Master's Degree in Education/Ed leadership; participation in Summit Leadership Fellows program.
Experience Preferred	Teaching experience within a Summit school, or extensive teaching experience outside of the organization; coaching teachers, school administration.
License/Certification Required	None
Other Skills Required	
Other Skills Preferred	
Supervisory Responsibilities (Provide position or job title and number of each supervised. Do not use employee names.)	The Executive Director will have supervisory responsibilities over all school-specific faculty.
Fiscal Responsibilities (Include budgeting, approval privileges on purchase orders, check requests, reporting and auditing functions.)	The Executive Director manages and controls the budget in strategic partnership with the Chief Financial Officer and Chief Regional Officer.
Internal / External Contacts: List individuals with whom the incumbent will have contact. Indicate the type and frequency of contact (greeting visitors, negotiating contracts, answering questions).	See attached list

## Proposed Job Duties

### Description of job responsibility/duty:

Articulate a vision, strategy and set of goals that align with the mission of Summit Public Schools

- Create a vision that aligns with Summit Public Schools' Non-Negotiables and Mission
- Motivate stakeholders to believe in, support, internalize and ultimately articulate Summit Public Schools' Mission
  - Meet with students, parents, and faculty to communicate and inspire them around mission and vision.
- Work with stakeholders to ensure they are on board and motivated to implement the vision
- Lead all stakeholders to implement this vision effectively
  - Maintain a dashboard that clearly articulates goals and measures the attainment of these goals to meet mission and vision
- Refine and re-visit vision accordingly to make necessary adjustments based on reality of the situation

Ensure there is an effective academic program that accelerates outcomes for ALL students and meets the vision and mission

- High Expectations for ALL
- Instructional Leadership (ensure that there is a high quality of instruction every minute, every period, every day)
- LT Meetings
- Professional Development
  - Induction / BTSA
- College
- Intersession
  - Students
  - Teachers
- Connections

Attract, Develop, and Retain People / Talent

- Hire the best talent
  - Collaborate with Red Team, Chief Regional Officer and Director of People to implement hiring strategy
    - Conduct interviews to assess candidates for performance and fit with organization
    - Work with Assistant Director and Faculty to assess candidates for pedagogical effectiveness
    - Contact references to assess beliefs, attributes, and behaviors of candidates
    - Observe candidates to assess instruction to assess teaching effectiveness
    - Record progress of applicants using rubrics and other online tools to monitor candidate's progress and track data of hiring process and candidate's effectiveness
    - Submit and collect offer letters and coordinate necessary paperwork with all new hires
- Develop People / Talent

- Coach and support people to ensure they are progressing and growing in their specific job duties but also in the overall organization
  - Meet with each team member through the PEP or other mechanism to inspire, set goals, and monitor progress
  - Observe teachers and feedback based on teacher observation cycle strategy
  - Evaluate teachers based on the SPS continuum to ensure they are developing in the necessary areas
  - Determine salary and based on continuum, Role of the Educator, attainment of goals, and execution of duties and responsibilities
  - Determine whether team members meet their goals in order to receive their variable compensation
  - Work with Red Team to encourage team members to find the best fit for their progress
  - Support people in finding opportunities for development by encouraging them to develop key skills in their areas of interests and the needs of the organization and advocating for them internally and for external opportunities that support them staying in the organization.
  - Document goals, metrics, and the process for developing in their core areas
- Retain People / Talent
  - Retain talent by developing them (see above)
  - Share positive feedback with team members through WIT bonuses or other informal methods
- Ensure All Team Members are Strong Fits
  - Ensure people that aren't good fits are not staying with the organization
    - Ensure that appropriate time is spent with talent to develop and retain them through above activities
    - Determine which team members are not good fits either due to performance or organizational fit
    - Develop and implement action plan to notify and coach team members of areas of growth
    - Based on action plan effectiveness, develop and implement a strategy to ensure that low fits are not staying within the organization
- Ensure a strong faculty culture that embraces the vision and meets the mission of the school
  - Lead the new-hires through an SPS on-boarding program that ensures they completely understand the mission and vision of the school and the organization
  - Design and implement a year-long plan for Leadership Team meetings that continually cycles back to the vision and mission of the school
  - Lead weekly Leadership Team meetings
  - Ensure that all faculty members are trained in meeting roles and consensus decision-making
- Ensure a strong faculty culture that is collegial and positive
  - Model collegiality and positivity
  - Train faculty on having "courageous conversations"
  - Facilitate social events for the entire faculty throughout the year

Ensure a strong student culture that meets the mission of college readiness (academics & habits), strong character and a strong community

- Lead all stakeholders to support vision of student culture
  - Develop effective strategies to inspire teachers to implement student culture goals
    - Utilize LT meetings and Intercession to lay out vision and strategy
    - Model behaviors and actions that support vision
    - Utilize Connections curriculum to implement vision
  - Develop effective strategies to inspire students to implement student culture goals
    - Same as above
    - Include parents in vision of strong student culture
- Ensure a positive student experience with extra-curricular activities
  - Develop and maintain vision for athletics and physical fitness of all students
    - Oversee participation in an appropriate athletics league
    - Oversee the creation and maintenance of Varsity athletic teams for both boys and girls each season
    - Cultivate and manage relationships with any outside agencies that are involved in the ongoing physical fitness of students
  - Develop and maintain a vision for student clubs and groups
    - Ensure that all student clubs and groups are educated in sound financial practice
  - Develop and maintain a vision for other school events
    - Ensure, if necessary, that all financial policies are followed
    - Ensure that a plan for student safety is developed and followed
- Develop and implement effective discipline strategy for students
  - Train faculty on a graduated discipline plan
  - Implement a discipline plan that honors reflective based consequences and a graduated plan where consequences get more severe as incidents increase
    - Record and track discipline incidents through reflection sheets and in Illuminate
  - Implement suspensions and expulsions to ensure a strong student culture
    - Follow all laws and procedures to execute suspensions and expulsions based on school charter petition

Cultivate strong relationships with internal and external stakeholders (SPS-WA board, authorizing board, local school partners and community based partners)

- Ensure requirements with authorizer are met according to charter petition
  - Send all necessary materials to authorizer using prioritization method developed by Red Team
  - Develop and maintain a strong relationship with authorizer
    - Attend meetings when necessary
- Parent Organization
- Ambassadors Group
- Communicate when necessary with local school partners and ensure a strong relationship with them
- Develop and maintain a strong relationship with community partners
  - Determine most effective community partners to improve instruction and our mission

Ensure that the school is fully enrolled at all times

- Develop a vision for student recruitment and enrollment
  - Oversee the execution of vision by assistant director
  - Lead and participate in student recruitment events

Create and maintain a balanced yet mission/vision aligned budget in conjunction with the Chief Regional Officer and Chief Financial Officer, both for the existing year and for future years

- Ensure faculty members are on board with the “do more with less” non-negotiable and understand rationale and importance of working on the state allocation budget
  - Model creative solutions to achieving mission while embodying the “do more with less” philosophy
- Work with CFO to forecast, monitor, and manage school budget
  - Meet with CFO regularly to review budget forecast vs. actual and determine plan accordingly to ensure a balanced budget on SPS formula (state allocation and small percentage of local parent fundraising)
  - Present budget to faculty for input
  - Finalize a budget that the SPS board will approve based on forecast, actuals, and a reasonable reserve to maintain financial viability
- Ensure all team members are abiding by financial requirements with SPS finance department to ensure proper tracking of and allocation of funds
  - Authorize all spending by signing expense reports and reviewing approving bills and all contracts
- Participate in audit of financial procedures to meet best financial practices

Ensure that school-based fundraising goals are achieved each year

- Work with CRO to create an appropriate annual fundraising goal
- Work with the parent organization to create a fundraising team
  - With the fundraising team, design and implement a year-long fundraising strategy
  - Meet with the fundraising team regularly to assess progress and design initiatives that support the strategy
- Create a community culture that supports donating money to the school
  - Provide stakeholders with accurate information regarding school finance and the needs within the operating budget

Attend all Red Team meetings and collaborate actively with other Executive Directors

- Meet with CRO and other EDs and ADs once a week for two hours and once a month for the full day
- Make collaborative decisions based on our shared decision making model that balances what is best for your specific school and the whole organization
- Communicate necessary decisions and discussions back to your faculty to ensure there is organizational alignment across all school sites and SPS
- Be a fully participating team member
  - Be on time and active and present at all meetings
  - Participate in assigned roles
  - Work collaboratively to finish projects with by working with other team members or taking on tasks individually outside of Red Team

Ensure a positive perception of Summit schools in community through marketing and outreach

- Work with SPS and Chief External Officer to develop effective marketing strategy
  - Give input on brochures
  - Update website accordingly
- Attend conferences and other events to network and share work of SPS and school

Ensure that School Operations are met effectively and that priorities are mission aligned

- Ensure that the school facility is operational at all times
  - Understand the Facility Use Agreement and abide by all agreements within
  - Manage relationships with the owner of the facility
  - Design, implement and manage an internal facility plan
    - Establish an opening and closing routine
    - Design and manage a plan for facility problems
  - Oversee and manage all repairs that need to be made to the facility
- Design, implement and manage an attendance plan
  - Ensure a culture of high attendance for students that is supported by families
  - Ensure a culture where faculty regularly take attendance
  - Work with the office manager to ensure that all legal requirements for monitoring and documenting attendance are met
  - Submit all attendance reports (P20, P1, P2, P annual) on time and accurately
- Oversee Front Desk Activities
  - Work with the office manager to design a front desk that supports our “self serve” culture
- Design, implement and manage a lunch program
  - Collaborate with the SPS employee who is responsible for the organization’s lunch program
    - Participate annually in selecting a lunch provider
    - Oversee the submission of all required documents and records to the SPS employee in charge of lunch
  - Ensure that every student who is eligible for free and reduced lunch is identified and submits the required paperwork
  - Ensure that the daily lunch activities meet all federal and state lunch/food handler guidelines
- Ensure that all federal, state and local compliance requirements are met
  - Meet all compliance deadlines and develop a plan for site-based compliance needs
- Ensure that student records are maintained in accordance with all federal, state and local guidelines
  - Develop a vision for student record maintenance
    - Oversee the execution of vision by assistant director
- Design, implement and manage a testing plan that includes both external (e.g., SATs) and internal tests.
  - Meet all test ordering deadlines
  - Ensure that all testing protocols are followed and all proctors are trained to abide by all appropriate rules
  - Collaborate with Special Education to ensure that all students who need testing accommodations are granted them
  - Create and lead a student and faculty culture that respects the importance of all tests
- Ensure that all courses offered are approved through the UW system
  - Design, implement and manage a UW course approval plan
    - Stay up to date with changes made to the UW course approval process
    - Oversee the execution of the plan by the assistant director

Cultivate and manage appropriate relationships with all school governing bodies (these bodies can include Summit Public Schools Washington Board, state authorizer, district authorizer, local school district authorizer, and community advisory board)

- Attend at least one SPS-WA Board meeting each school year



Be aware of the political and legislative landscape as it applies to charter schools in general and one's own school

- Maintain a relationship with WA Charters
- Participate in any local charter school consortiums that are available
- Reach out to all stakeholders when political action is necessary

Ensure a school design and program that regularly collects and analyzes data with the intent to improve student outcomes

- Collaborate with the Information Team on a vision for using data in the school
- Create a culture of data, where the faculty regularly use classroom data to improve their practice and the performance of students
- Design, implement and manage a training system for faculty so they can learn how to use data in their classrooms
- Oversee the administration team to ensure that all data is accurate in the student information system



# Summit Public School: Olympus

## Attachment 11

Start Up Team Biographies

School Leadership Team Hiring Timeline and Job Descriptions

Summary of Supports Provided

# Start Up Team Biographies

## **Chief Regional Officer, Summit Public Schools: Jen Davis Wickens**

Expertise: Curriculum, instruction, assessment, and administration

Education and Experience: Jen Davis Wickens is currently supporting the launch of the Washington State Charter Schools Association (WA Charters). Prior to this, she consulted for charter schools throughout the country and for local districts, including Seattle Public Schools where she led principal professional development. She served as Vice President of Teaching and Learning for Envision Schools where she coached principals and trained teachers. She was the Founding Principal of Impact Academy, an Envision charter high school in Hayward, CA that serves students who will be the first in their family to attend college. Prior to launching a charter high school, Jen was a Teacher Leader in Highline & Seattle Public Schools.

She has a Master's degree in education from Seattle University and completed her administrative training through New Leaders for New Schools, a national, urban principal training program. Jen has a Bachelor of Arts from Willamette University.

Jen works in public education because she believes that all students have the potential to graduate from college, regardless of their backgrounds. She knows firsthand that excellent schools transform the trajectory of students' lives. Jen has a social justice agenda. She moves quickly and thoughtfully to ensure all students receive the education they deserve.

When she isn't building communities or coaching educators to be their absolute best, Jen loves to spend time in Seattle with her husband and two daughters.

Ms. Davis Wickens' resume can be viewed on the following pages.

**JEN DAVIS WICKENS**

**EDUCATION**

**New Leaders for New Schools**  
Urban Principal Training Program (2006)  
Washington State Administrative Credential

**Seattle University**  
Master in Education (2003)  
4.0 GPA

**Willamette University**  
B.A. English, Minor Spanish  
Studied abroad in Quito, Ecuador  
Graduated Cum Laude (2000)

**EXPERIENCE**

August 2012 – Present

**Consultant**

**Washington State Charter Schools Association (WA Charters)**

- Co-led strategic planning process.
- Designed and implemented a selection process and curriculum for the state's first charter school incubator.
- Supported high performing Charter Management Organizations to expand to Washington.

**Seattle Public Schools**

- Designed, implemented and monitored K-12 principal and assistant principal professional development.
- Provided training on the Danielson Framework for principals, assistant principals and central office leaders.
- Oversaw implementation and training of Teachscape.
- Coached K-12 school leaders in instructional leadership.

**Center for Strengthening the Teaching Profession (CSTP)**

- Trained RIG district principals, assistant principals and senior central office leaders on the Danielson framework.
- Trained and coached teachers in Microsoft's TEALS program.

**Envision Learning Partners**

- Designed, implemented and monitored principal and teacher professional development.
- Coached district and charter schools in implementing components of the Envision model.

June 2011 – August 2012

### **Seattle Public Schools**

#### ***PRINCIPAL PROFESSIONAL DEVELOPMENT SPECIALIST***

- Designed, implemented and monitored K-12 principal and assistant principal professional development.
- Provided training on the Danielson Framework for principals, assistant principals and central office leaders.
- Oversaw implementation and training of on-line PD tool.
- Coached K-12 school leaders in instructional leadership.

July 2006 – June 2011

### **Envision Schools**

#### ***VICE PRESIDENT, TEACHING & LEARNING***

- Led the Education Team, including Principals, Subject Area Leaders, and the Manager of Data & Assessment.
- Implemented Performance Management system.
- Oversaw all curriculum and delivery to ensure fidelity to education model.
- Directed teacher and leader professional development strategy and implementation.
- Created and implemented data-driven, benchmarking system across math department.
- Managed enrollment strategy, budget and accountability system.
- Developed and cultivated partnerships with districts and community-based organizations.

#### ***PRINCIPAL, IMPACT ACADEMY OF ARTS & TECHNOLOGY***

- Founded new charter school in Hayward, CA. Launched the school fully enrolled with a large waiting list in all subsequent years.
- Led school to significantly outperform neighboring schools on traditional and non-traditional measures, achieving a 10 out of 10 in similar schools rank and increasing API by over 100 points.
- Served as flagship school for Envision Schools. Instrumental in procuring significant capital for the organization.

July 2005 – July 2006

### **New Leaders for New Schools**

#### ***PRINCIPAL RESIDENCY, MARE ISLAND TECH. ACADEMY***

- Launched data-driven assessment system throughout school.
- Led school board through five-year strategic planning process.
- Developed and facilitated weekly teacher professional development.

Aug. 2003 – June 2005

### **Tyee High School**

#### ***TEACHER***

- Taught 9<sup>th</sup> and 11<sup>th</sup> grade English.
- Served as a Teacher Leader on the Research & Design Team to convert the large comprehensive high school into three small, personalized high schools.

March 2003 – June 2003

**Nathan Hale High School**

***TEACHER***

- Student taught 9<sup>th</sup> grade English and 12<sup>th</sup> grade Creative Writing.

July 2000 – June 2006

***FREELANCE WRITER***

- Published articles in *The Seattle Times*, *Destination Issaquah*, *Seattle Magazine* and other publications.
- Wrote newsletters, press releases and web content for a variety of clients.

Dec. 2000 – Oct. 2001

**Portland Family Entertainment**

***MARKETING COMMUNICATIONS MANAGER***

- Planned and implemented marketing communications strategies for the start-up organization, including a corporate donation campaign and various outreach programs.
- Served as media advisor and liaison to community-based organizations and civic groups.

**ORGANIZATIONS**

2009 - Present

**Stanford Principal Fellow**

2006 - Present

**New Leaders for New Schools Active Alum**

## **Chief Executive Officer, Summit Public Schools: Diane Tavenner**

Expertise: Curriculum, instruction, assessment, facilities, organization, governance, and administration

Education and Experience: Ms. Tavenner brings over twenty years of experience teaching and administering in suburban and urban high schools in both Southern and Northern California. As the founder of Summit Public Schools, Summit Preparatory Charter High School, Everest Public High School, SPS: Rainier, SPS: Tahoma, SPS: Shasta, and SPS: Denali, where her son will start 6<sup>th</sup> grade this Fall, and former Executive Director of Summit Preparatory Charter High School, Ms. Tavenner has eleven years of experience in opening and operating successful charter high schools. Her responsibilities have included program design, hiring, evaluation, student recruitment, budget development and management, curriculum and instruction, discipline, fundraising, and leadership development, among other things.

In 2010, Ms. Tavenner was presented the Hart Vision School Leadership award for her outstanding leadership of California Charter Schools. She was also named President of the California Charter Schools' Association Member Council.

Prior to founding Summit Preparatory High School, Ms. Tavenner served as Assistant Principal, Curriculum and Instruction, at Mountain View High School. She was instrumental in opening access to the advanced placement and honors programs, which increased the diversity of the students taking the classes while maintaining passage rates that exceed national and state averages. She introduced processes that increased collaboration between administration, faculty and students in key areas such as master schedule creation and in campus groups. She also administered the counseling program at Mountain View High, instituting national standards in the department in order to focus on student outcomes.

Prior to Mountain View High School, Ms. Tavenner was a teacher and professional development coordinator at Hawthorne High School in the Los Angeles area and a part-time professor at Loyola Marymount University. During this time, she was a founding member of the Lawndale Academy, and worked in a K-12 partnership with UCLA's Center X to create interdisciplinary programs for at-risk students focused on helping students complete high school and go on to college.

Ms. Tavenner has a BA in psychology and sociology from the University of Southern California, a Single Subject Teaching Credential in English Language Arts and CLAD certification from Loyola Marymount University and a MA in Administration and Policy Analysis from Stanford University. She is a certified teacher trainer in SDAIE methodology and group work.



## **Chief Financial Officer, Summit Public Schools: Isabelle Parker**

Expertise: Finance, facilities, business management, organization and administration

Education and Experience: Ms. Parker brings public and private sector business and management experience combined with school operations knowledge to her position. Her duties include budget development, reporting and analysis, contracts, loan and grant applications, insurance, and human resource management. She served on the founding team for Everest Public High School. Prior to joining Summit Public Schools, she was the Chief Operations Officer for Summit Preparatory Charter High School for nearly two years. Her duties there included finances and budget, purchasing, technology implementation and maintenance, human resources, facilities, contracts, and mentoring of students.

Prior to her role at SPCHS, Ms. Parker worked for EdTec, a back office service provider to California charter schools. At EdTec, she managed the finances for multiple schools producing multi-year budgets, cash forecast, monthly expenditure statements, and district and state reports. In addition, she developed budgets for charter petitions and prepared CDE Revolving Loan Applications and PCSGP Start-up and Implementation Grants. Before going to EdTec, Ms. Parker worked at the Reikes Center for Human Enhancement, a youth mentoring organization.

She is a coach for Woodside Vaulters, a female youth equestrian / gymnastics team. She serves as the Education Chair of the US Equestrian Federation Vaulting High Performance Committee and is a mother of two.

Ms. Parker holds an MBA from Kellogg School of Management at Northwestern University and a BA in Economics and Psychology from Claremont McKenna College.

## **Chief Growth Officer, Summit Public Schools: Diego Arambula**

Expertise: Curriculum, instruction, assessment, facilities, organization, governance, administration

Education and Experience: Mr. Arambula has more than 5 years of teaching experience at both the secondary and postsecondary level. He has taught grades 9-12 in California as well as assisted in Master's classes at Stanford over the summer.

Mr. Arambula joined Summit Preparatory Charter High School as a social science teacher at the beginning of its third year of operation and worked on a number of administrative projects throughout his six years as a classroom teacher. During his time with Summit Public Schools, he has organized large recruiting events for SPCHS and EPHS, facilitated numerous meetings, including a meeting of 30 math professionals from Summit Public Schools, Stanford University and other local schools to develop a plan for math education. He has been a part of the Summit Public Schools Leadership Team that planned and implemented professional development experiences for the faculty, leading multiple sessions himself and even consulting on some professional development sessions for local middle school teachers. Mr. Arambula has used his previous experience with public speaking and media relations to speak at multiple venues in support of Summit Public Schools, including but not limited to board and community meetings. At this same time, he has taught World History for freshmen, AP US History for juniors, AP US Government and Politics for seniors and a college advisory curriculum known as Connections for all grades.

As the Founding Executive Director of Summit Public School: Rainier, Mr. Arambula was responsible for informing members of the community of the introduction of a public charter school in their district and maintaining good communication throughout the process, recruiting students, developing a program to prepare students for success in college, and building and leading a team to accomplish that goal.

Prior to coming to Summit Public Schools, Mr. Arambula served as Communications Director for Congressman Cal Dooley, after serving as Deputy Campaign Manager for the Congressman. These experiences gave him valuable insight into the political process and organizational management.

Mr. Arambula holds a BA in government with honors from Harvard University and a MA in Education from Stanford University. He has a Single Subject Teaching Credential in Social Studies.

## **Chief Academic Officer, Summit Public Schools: Adam Carter**

Expertise: Curriculum, instruction, assessment, and administration

Education and Experience: After graduating from the Stanford University Teacher Education Program, Mr. Carter spent one year teaching at Mountain View High School during which he won the California Association for Advancement in Education's Outstanding First Year Teacher Award for diligence and reflection in planning, instruction and assessment.

Mr. Carter joined Summit Prep Charter High School as a teacher in the school's first year, serving as the school's founding English teacher. Mr. Carter played an instrumental role in developing the curriculum, instruction plans, and assessments for the English program at Summit Prep which served as the foundation for the program that is still being iterated on today. After two years at SPCHS Mr. Carter left to teach English at the Jakarta International School in Jakarta, Indonesia where he worked for four years, serving as a teacher, program director, and administrator for four years, after which he went on to become a teacher and school leader at Asociación Escuelas Lincoln in Buenos Aires Argentina.

In 2011 Mr. Carter came back to Summit Public Schools to act as the Director of Professional Development, a position he held for one year before becoming the Chief Academic Officer. In that role, Mr. Carter oversees a team of six that focus on curriculum and assessment development across all disciplines, special education resources, social-emotional learning practices, and teacher professional development.

## **Chief Information Officer, Summit Public Schools: Jon Deane**

Expertise: Curriculum, instruction, assessment, finance, and administration

Education and Experience: After graduating from Stanford University with a degree in economics, Mr. Deane spent 7 years in the finance sector at several firms, including Deloitte & Touche and Charles Schwab. After that, Mr. Deane went back to Stanford to receive his Master's in Education from the Stanford Teacher Education Program.

Mr. Deane joined Summit Prep Charter High School as a math teacher in the school's third year. He brought with him skills from the finance sector and emphasized a data driven decision making process and was instrumental in creating the schools culture of robust information analysis to inform classroom and school wide decisions. Over his eight years at Summit Public Schools, Mr. Deane has served as math teacher, CFO of Summit Prep Charter High Schools, Founding Executive Director of Everest Public High School, and now Chief Information Officer.

In his current role, Mr. Deane leads a team of 4 responsible for creating and maintaining information systems that allow teachers to collect and analyze empirical data about their students and classrooms, as well as allow other stakeholders to better access information about our students and schools. The team also develops partnerships with technology and software providers that own or create tools to improve data collection and analysis.

## **Chief External Officer, Summit Public Schools: Mira Browne**

Expertise: Communications, Development

Education and Experience: Browne is the Director of Development & External Relations with Summit Public Schools. Previously, Browne served as Senior Account Executive with Larson Communications, a public relations firm specializing in education reform. Browne worked with public charter schools and education reform organizations to raise their visibility through media relations, strategic positioning, message development, stakeholder engagement and coalition building. Before moving to California, she worked in the administration of Mayor Michael R. Bloomberg as the Deputy Director of Public Affairs for the New York City Department for the Aging. Browne interacted daily with leading print and broadcast news outlets to ensure that the Mayor's vision for aging services was conveyed across all media platforms. Browne began her career working on behalf of the Arab-American community as the Public Affairs Coordinator with the Arab American Institute in Washington, D.C. Browne received her bachelor's degree from the George Washington University in Journalism with a concentration in Middle East Affairs.

# **School Leadership Team Hiring Timeline and Job Descriptions**



## Summit Public Schools – Chief Regional Officer for SPS Washington

Job Title	Chief Regional Officer for SPS Washington (CRO for SPS-WA)
Reports To (Enter Job Title)	Washington Board of Directors
Department	Leads the Washington Regional Office; concurrently participates in Summit's Executive Leadership Team (ELT)
Position Summary	<p>The CRO is responsible for spearheading Summit Public Schools' successful expansion into Washington State and overseeing the opening and management of four high schools and a Regional Office.</p> <p>Working in collaboration with the WA Board, CEO and ELT, and with the Growth Team as a strategic partner, the CRO will secure charters; hire and coach school leaders; hire and manage a Regional Office; build local community, political, and funder relationships; contribute to state-wide reform networks; and oversee growth opportunities in the region.</p> <p>The CRO will create and lead a small school network that builds a vision for the region aligned with Summit's goals, pursues academic excellence, and continuously improves - all through the strategic and creative use of limited resources.</p>
Education Preferred	Master's Degree or above in Education/Education Leadership
Experience Preferred	3+ years teaching, 5+ years school leadership, administration/management experience
License/Certification Required	Principal certification
Other Skills Required	Coaching school leaders, managing a cross-functional team, strategic planning, and collaborating with a range of executive leaders.
Other Skills Preferred	An extensive knowledge of school reform efforts - and the wider educational landscape - throughout Washington is highly preferred. Strong relationship building, political savvy, and fundraising skills are also preferred.
Supervisory Responsibilities (Provide position or job title and number of each supervised. Do not use employee names.)	<p>In part to be determined by CRO, but likely:</p> <ul style="list-style-type: none"> <li>• School leaders (4)</li> <li>• Technology (1)</li> <li>• Academics (3)</li> <li>• Operations/Facilities (1)</li> </ul>
Fiscal Responsibilities (Include budgetary approval)	The CRO will need to partner closely with Summit's Chief Financial Officer and will be responsible for finances for the region – the four schools and



privileges on purchase orders, check requests, reporting and auditing functions.)	the Regional Office.
Internal / External Contacts: List individuals with whom the incumbent will have contact. Indicate the type and frequency of contact (greeting visitors, negotiating contracts, answering questions).	<p>SPS ELT – participate as a full member of ELT in the decisions made and actions taken for the entire organization</p> <p>WA Regional Office and four school leaders – oversee and manage the Regional Office team on a day-to-day basis; hire, train and coach school leaders</p> <p>SPS Growth Team – act as a strategic partner to the Growth Team to successfully establish Summit’s presence in WA and open four schools</p> <p>External partners – build and maintain external relationships with district and state education leaders, community leaders, political leaders, non-profit agencies and other community partners, talent pipelines, and funders. Leverage existing reform efforts to benefit both Summit Public Schools and local communities.</p>

**Proposed Job Duties**

<p><b>Description of job responsibility/duty:</b></p>
<p>Recruit and hire school leaders, a Regional Office team, and teachers, in close partnership with the People Team at SPS</p> <ul style="list-style-type: none"> <li>● Build partnerships with talent pipelines in the region</li> <li>● Recruit and hire four highly effective school leaders</li> <li>● Recruit and hire a high-functioning Regional Office team (~5 new hires initially)</li> <li>● Partner with school leaders to recruit highly effective teachers</li> </ul>
<p>Train and coach four school leaders</p> <ul style="list-style-type: none"> <li>● Train school leaders in the Summit model and all aspects of school leadership during their Year 0</li> <li>● Provide ongoing coaching and mentorship to school leaders</li> <li>● Lead Red Team (comprised of four school leaders) planning</li> <li>● Coach school leaders on how to effectively run their own Leadership Teams</li> <li>● Coach school leaders on teacher hiring and student recruitment</li> </ul>
<p>Manage a cross-functional Regional Office staff</p> <ul style="list-style-type: none"> <li>● Oversee 5+ staff across a variety of functions: technology, academics, operations, facilities</li> <li>● Develop an effective working relationship with all Regional Office staff that sets up the region for success</li> <li>● Identify and promote professional development opportunities for Regional Office staff</li> <li>● Coordinate interactions between Regional Office staff and Central Office staff at Summit</li> <li>● Oversee necessary compliance for the region (e.g., SPED)</li> </ul>

Partner with Growth Team and Dev/Comm team to open new schools

- Build relationships with school districts, school boards, and community partners
- Submit and secure charter petition
- Decide on district locations for schools
- Help secure start-up capital
- Partner with the Washington State Facilities Fund to locate, secure, and renovate suitable facilities

Partner strategically with other teams at SPS

- Attend all ELT meetings and collaborate actively with other members of the ELT
- Partner closely with Finance Team to create and maintain a balanced budget for the region
- Partner strategically with the People Team and Academics Team on innovative professional development
- Partner strategically with Growth Team to lead new growth opportunities in the region

Build ongoing community and political relationships in the region

- Cultivate strong relationships with:
  - District leaders where the schools are located
  - District leaders in potential future locations
  - State education agency
  - Community leaders and non-profit agencies
  - Other charter schools
  - Other partners (e.g., for talent, for Expeditions, for business services)

Fundraise locally

- Partner with Dev/Comm and Finance to raise the necessary ongoing funds to support the Washington Region
- Build strong relationships with local funders

Proactively build the culture of the WA Regional Office to be consistent with Summit's culture

- Partner strategically with the CEO and the People Team to build this culture
- Inspire team to foster continuous improvement, fostering a culture of innovation
- Model the use of collaborative relationships with other innovative educators across the region
- Work with ELT to develop a strategic vision for the WA region, and build buy-in for that vision inside and outside of the organization

Other

- Manage a Washington Board of Directors
- Advocate politically for favorable laws for charters

## Summit Olympus Job Description – Assistant Director

Job Title	Assistant Director
Reports To (Enter Job Title)	Executive Director
Team	School site
Position Summary	Support Executive Director in site operations, instructional program, college readiness, student recruiting, professional development, parent organization, faculty culture, and student culture.
Education Preferred	Masters Degree in Education/Ed leadership; participation in Summit Leadership Fellows program.
Experience Preferred	Teaching experience within a Summit school, or extensive teaching experience outside of the organization; coaching teachers, school administration.
License/Certification Required	None.
Other Skills Required	
Other Skills Preferred	
Supervisory Responsibilities (Provide position or job title and number of each supervised. Do not use employee names.)	None.
Fiscal Responsibilities (Include budgeting, approval privileges on purchase orders, check requests, reporting and auditing functions.)	Authorize expenditures as delegated by specific job responsibilities and by Executive Director.
Internal / External Contacts: List individuals with whom the incumbent will have contact. Indicate the type and frequency of contact (greeting visitors, negotiating contracts, answering questions).	(same as office manager + ED)

## Proposed Job Duties

### Description of job responsibility/duty:

- Respond to urgent site-based needs including faculty support, front office support, student discipline, and facilities.
- Actively develop leadership competencies connected with the Leadership rubric.

**In conjunction with school site leadership team, the Assistant Director will Lead/Manage/Support in all key areas: Instructional program; operations; professional development and faculty culture; parent involvement; and student culture.**

- Instructional program
  - All components of the instructional program, including special education and Expeditions.
  - Cultivate relationships with college and university partners.
- College
  - Ensure that student transcripts are accurately updated and readily available
  - Communicate as needed with the College Board
  - Schedule and lead college info nights for students and families
  - Monitor and support the efforts of faculty mentors as college advisors
  - Collaborate with SPS-WA College team to implement college-ready materials
- Operations
  - Manage relationships with school maintenance staff to ensure timely, quality, and low-cost responses to facilities issues
  - Supervise the implementation of the school's breakfast and lunch programs
  - Develop a plan for administering all required assessments and ensure proper and timely reporting of assessment data
  - Lead/Manage/Support creation and maintenance of official reports (LEA plan, attendance reports, Emergency Plan, SARC, CPR certification, etc.)
  - Manage and communicate the academic and events calendars
  - Maintain updated and accurate student records on essential student information
- Recruitment
  - Lead/Manage/Support the creation and implementation of a student recruitment plan.
  - Attend and facilitate recruiting events
  - Prepare and organize materials and databases
  - Cultivate partnerships with feeder schools
  - Leverage the school's parent organization to have an effective recruiting team
- Professional Development and Faculty Culture
  - Meet with Executive Director/Principal and Director of Professional Development to plan site-based professional development
  - Observe teachers and feedback based on teacher observation cycle strategy
  - Evaluate teachers based on the SPS continuum to ensure they are developing in the

necessary areas

- Encourage faculty to develop key skills in their areas of interests and the needs of the organization
- Advocate for internal and external opportunities that support faculty retention.
- Document goals, metrics, and the process for developing in their core areas
- Support New Teacher Orientation
- Support the school's culture of data, use of information systems, analysis of data, and plan for innovative integration of technology into academic and operations programs.
- Parent involvement
  - Develop a plan for the school's parent organization and community outreach and communications efforts
  - Edit the school's newsletter
  - Attend regular parent organization meetings
- Student culture
  - Lead/Manage/Support creation and maintenance of student culture plan.
  - Lead and support the vision for effective all school meetings, awards assemblies, and athletics events
  - Train faculty on a graduated discipline plan
  - Implement a discipline plan that honors reflective based consequences and a graduated plan where consequences get more severe as incidents increase
  - Record and track discipline incidents through reflection sheets and in Illuminate

**ED to determine split of lead/manage/support, and level of emphasis for each set of responsibilities.**

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# **SAMPLE OFFICE MANAGER JOB DESCRIPTION**

## **SUMMIT SAN JOSE OFFICE MANAGER**

Summit Public Schools San Jose (Rainier & Tahoma) will be opening in the fall of 2011. Our model schools in Redwood City have been very successful in creating a model for change in public education and have been changing the trajectory of students' lives for several years. Summit San Jose is looking for a rock-star Office Manager to join our team and assist our Executive Director with administrative responsibilities.

**ABOUT THE JOB:** The Summit San Jose Office Manager will interact with students, families and our team throughout each day, playing a key role in the development of our school culture. Day to day responsibilities include:

- maintaining a strong presence at the front desk, serving as the initial point of contact for visitors and a day-to-day contact for students and families.
- monitoring attendance
- maintaining relationships with our school community – families, faculty and students
- completing all attendance reporting
- overseeing the school lunch program- working with a team of parent volunteers to communicate with the lunch vendor, collect and record lunch orders, and manage lunch service
- ordering and maintaining all supplies
- overseeing basic facilities operations
- monitoring school from 3:10 to 5 PM, ensuring that all students uphold school norms and that the school remains a space for students to work productively
- supporting the Summit San Jose faculty and team as needed

**ABOUT YOU:** We're looking for someone with a remarkable capacity to connect with young people and a strong level of dedication, respect and compassion for students. Great candidates will also have:

- A belief in the Summit San Jose mission of preparing a diverse group of students for success in college and to be thoughtful, contributing members of society
- A proven track record of working effectively with students and adults
- Demonstrated desire to help all students be successful in college
- Outstanding project management and organizational skills
- Strong attention to detail
- Excellent communication skills
- Self-motivated problem-solving skills
- A good sense of humor
- A passion for education reform
- Spanish language fluency preferred
- Bachelor degree preferred

**ABOUT US:**

Summit San Jose is part of Summit Public Schools ([www.summitps.org](http://www.summitps.org); [www.summitsanjose.org](http://www.summitsanjose.org)). We're designing and operating schools where:

- World-class faculty collaborate to achieve a common mission
- College readiness rate of minority students is 8 times the state average
- Faculty members participate in over 40 days of targeted professional development annually
- 100% of graduates exceed the UC/CSU entrance requirements
- Class size is 25 and teachers have 100 students

**COMPENSATION**

We offer a full compensation plan, including a merit-based bonus and health care.

We're looking to fill this position for next school year (July 2011). If it sounds like a good fit for you, please send your resume to [sanjose@summitps.org](mailto:sanjose@summitps.org).

## Summary of Supports Provided





# Summit Public Schools

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## Support Services Provided by the Summit California Central Office and the Summit Washington Regional Office To Summit Olympus

*Note: In this document, any services not explicitly mentioned as being provided by the CA Central Office will be provided by the WA Regional Office. Wherever listed, "School" refers to Summit Olympus.*

### I. Talent Management

**Red Team / Hotline** (*note: Red Team is Summit Public Schools' group of school-level Executive Directors*)

- Red Team (planning, facilitation, staff work on initiatives and research)
  - The WA Regional Office will schedule, plan, lead and facilitate regular Red Team meetings, including pre- and post- meeting work to create a quality meeting context. The Regional Office will assist Red Team through issues research, and will bring new ideas and initiatives to Red Team to address identified needs.
  - EDs are expected to make suggestions about what needs to be addressed at the meetings and what will be most helpful. EDs are expected to attend meetings in person (physically or via video conference) at least 90% of the time. They should actively engage in the discussions and share experiences and issues with the group for case study discussions. EDs should help to reflect on the meetings, and provide input and suggestion for constant improvement.
- 24/7 Hotline for school knowledge, experience, expertise
  - The WA Regional Office will provide one-on-one access to Executive Leadership resources, including after business hours. The Regional Office agrees to monitor telecommunications channels for requests and to respond expeditiously. They will advise Red Team members of any situations where Regional Office resources will be unavailable for extended periods of time and will provide them with back-up resources.
  - EDs should use discretion in accessing the hotline, reserving it for support with emergency, urgent or unpredictable and timely situations that require support and expertise. EDs should access regular and on-going executive coaching support for non-urgent and routine challenges and questions.

### Leadership Development

- On-site individualized, weekly coaching to support meeting school goals
  - The WA Regional Office will meet weekly with Executive Director to support the ED's efforts to meet school goals. Meeting topics will be flexible in order to address current

issues. The Regional Office will help maintain a strategic focus for a longer-term agenda to provide thorough support.

- School (ED) will advise Regional Office of issues to be discussed in advance, where possible, to allow Regional Office time to adequately prepare to provide assistance on a timely basis.
- Personal coaching regarding growth on the Leadership Continuum
  - The WA Regional Office will meet periodically with Executive Director to review the ED's growth on the Leadership Continuum. The Regional Office will provide support and advice in areas where growth needs are identified.
  - School will advise Regional Office of issues to be discussed in advance, where possible, to allow SPS time to adequately prepare to provide assistance.
- Provide expertise, historical background, and experience on daily challenges
  - The WA Regional Office will meet regularly with Executive Director to review School anticipated issues, challenges and activities. The Regional Office will provide school with relevant information drawn from experiences of other schools to prepare for upcoming needs.
  - School will advise Regional Office of issues, particularly regarding calendar plans, to be discussed in advance, where possible, to allow Regional Office time to adequately prepare to provide assistance.
- Instruct school board regarding SPS-WA's School Management Matrix and the Leadership Continuum
  - At the request of School's Board, Regional Office will share with School Board information regarding ED's professional development progress and any specific resources which might further support ED.

### **Professional Development (all staff)**

- Develop vision for, plan, and coordinate execution of Faculty Expeditions
  - The CA Central Office will work with the Executive Director and the faculty of School to identify professional development needs, coordinate planning for professional development sessions, lead such sessions as School and the Central Office agree, and provide feedback to School on the outcome of such sessions. The Central Office will work with the Executive Director each year to develop a calendar of Professional Development planning activities, and will work with School to develop a calendar of Central Office-led Professional Development activities.
  - School will provide access for the Professional Development Coordinator to interact with staff according to the calendar plan. School will provide teachers to lead sessions, as well as staff to lead the "Running the School" sessions.
  - School will give reasonable notice to Central Office of changes in the Calendar, and will use best efforts to minimize changes to schedules.
- Integrate (and revise) playbook and SPS Continuum

- CA Central Office will serve as a resource to School and other Summit Public Schools to facilitate changes in the faculty playbook. The Central Office will serve as a resource to School in discussions regarding changes to the SPS Continuum, and will facilitate conversations between School and other Summit Public Schools to coordinate shared changes.
- School will advise Central Office of any potential decisions which would have an impact on the Continuum prior to finalization.
- Coordinate use of instructional information
  - Central Office will work with School to align professional development sessions with instructional information, and coach faculty on how to use instructional information.

## **II. General Organizational Support**

### **Finance**

- Audit
  - The CA Central office will manage the audit process with outside auditors, providing necessary files and reports, arranging appropriate meetings and discussions, and presenting findings to the Board.
  - School will provide CA Central office information and records on a timely basis and will be available to provide assistance in answering questions or clarifying information.
- Budget planning & management
  - CA Central office will manage the budget planning process, including preparing training and discussion forums with faculty, discussing priorities with Executive Director, providing information from various sources about projected revenues from government programs, and preparing the roll-up budget documents needed for decision-making.
  - CA Central office will present budget information to the WA Board, including to its committees, and work with Executive Director to attain a successful budget outcome.
  - School will provide access to faculty and Executive Director throughout the process as necessary to complete the process on a timely basis.
- Board reporting
  - CA Central office will provide financial reports as requested by the WA Board and its committees. CA Central office will work with School to develop a schedule for standard reports.
  - School will advise CA Central office promptly of any changes to the schedule of standard reports.
  - School will advise CA Central office of any special reporting requests as promptly as possible, and will cooperate with CA Central office in obtaining the necessary information for such reports so as to minimize the strain on CA Central office resources to comply with such requests.
- State reporting

- WA Regional Office will provide reports to government agencies and school charter authorizers as required by these agencies. Regional Office will work with School to develop a schedule for standard reports.
- School will cooperate with WA Regional Office in developing the information necessary to create reports for agencies.
- School will advise WA Regional Office promptly of any non-scheduled reports and will cooperate with WA Regional Office to develop the information for such reports so as to minimize the strain on WA Regional Office resources to comply with such requests.

#### **Financial Services (insurance, banking, etc.)**

- Payroll, banking, bills, contracts, retirement accounts
  - CA Central Office will provide bookkeeping, accounts payable, banking, contract management and other financial services as agreed with School. CA Central Office will use best efforts to manage these services so that School's financial reputation and relationships are maintained to the highest possible standards.
  - School will CA Central Office SPS with information such as check requests on a timely basis so that CA Central Office can process items within its normal operations whenever possible, and will request exceptions to these operational norms as infrequently as possible.
- Paperwork for insurance application & policy compliance
  - CA Central Office will work with insurance companies, agents or brokers to obtain necessary insurance coverage, including providing underwriting information and other necessary documentation. CA Central Office review coverage options with School prior to binding coverage.
  - School will cooperate with CA Central Office to provide needed information on a timely basis.
  - School will advise CA Central Office of any changes in operations or special insurance needs on a timely basis, and will cooperate with SPS to negotiate insurance changes if necessary.
- Advice on school issues (field trips, etc...)
  - CA Central Office will provide advisory services to School in regards to insurance issues, including obtaining outside expertise when appropriate. CA Central Office will advise School if there will be an expense to obtain expertise and will not proceed to incur such charges without School's express approval.

#### **HR**

- Benefits administration
  - CA Central Office will manage all aspects of the employee benefits program, subject to agreement by the School to the final contracts. CA Central Office will negotiate terms, choose providers, and manage the implementation of the program, including activity throughout the year.

- Vision / leadership / policy / strategy
  - CA Central Office will work with School to develop and execute its Human Resources philosophy and strategy. CA Central Office will keep School informed of any aspects of this strategy which might differ from that of other Summit Public Schools, including the implications of such differences.
  - School will inform CA Central Office of any changes to its Human Resources philosophy and strategy.
  - CA Central Office will advise School of public policy changes that could impact this philosophy or strategy.
- New employee employment / personnel files
  - CA Central Office will manage the new employee and terminating employee paperwork, including benefit program enrollment, fingerprint verification, and payroll setup. CA Central Office will establish and maintain appropriate personnel files, and will make these files available to School management.
  - School will provide CA Central Office with timely notification of any change in employment status, and will work with CA Central Office to develop appropriate documentation

## **Communications**

- General communications
  - WA Regional Office will develop and share with School the Summit Public Schools communications strategy, including message points and standard written communications. WA Regional Office will work with School to assist in alignment and coordination of School's communications strategy with that of Summit Public Schools, including making available parallel versions of communications documents.
  - School will advise WA Regional Office of any significant variances in its communications work from the WA Regional Office communications strategy
- Media and other external relations
  - WA Regional Office will include School in its general media relations work, and will work to promote School along with its other schools in media and with other external partners.
  - WA Regional Office will provide coaching assistance upon request to help School deal with specific media situations, such as breaking news stories involving School.
  - School will advise WA Regional Office of any media coverage that could have an impact on the reputation of School or SPS-WA as soon as possible.
  - WA Regional Office personnel will be available, as resources allow, to assist School in hosting external parties, including school tours or other events. School will cooperate with WA Regional Office in making its facility generally available for visits from external groups, and will advise WA Regional Office as soon as feasible of any scheduling issues associated with such use.

### III. Information and Technology

#### Technology

- Maintain infrastructure
  - CA Central Office will maintain the infrastructure of the school's technology system, including servers, wireless routers, printers, projectors, software, internet, voice, etc. CA Central Office will use best efforts to minimize costs of infrastructure, including repair costs, while maintaining a viable system. CA Central Office will discuss with School any significant (to be mutually agreed by CA Central Office and School) repair costs or any situations requiring significant expense for system upgrades.
  - CA Central Office will keep system software up to date with software upgrades, scheduling such upgrades so that the disruption to School's activities are minimized. CA Central Office will execute a regular backup procedure so that School's information is protected (except for information saved to the system since the most recent backup) from damage or loss.
  - School will use best efforts to protect the equipment from damage, and will promptly notify CA Central Office of any problems with the infrastructure and will cooperate with CA Central Office in minimizing further damage in the event of a problem. All equipment costs, including outside repair costs, associated with infrastructure are the responsibility of School.
- Respond to user issues (equipment problems, etc...)
  - WA Regional Office will provide access to all of School's technology users to a system to report user issues. WA Regional Office shall respond promptly to such issues, contacting the user and providing them with necessary assistance. If the issue cannot be solved during the first interaction with the user, WA Regional Office will provide the user with a best-guess estimate of time to complete, and will keep the user advised of any deviations from that estimate. If the issue involves a significant cost (to be mutually agreed by WA Regional Office and School) to School to repair, WA Regional Office will consult with School prior to proceeding.
  - School will use best efforts to ensure that users are not subjecting equipment to unreasonable wear and tear, to protect equipment from vandalism and theft, and to cooperate with WA Regional Office to ensure that users are not engaged in practices that might endanger the infrastructure or equipment of School (viruses, malware, etc.).
- Equipment purchasing / set up (includes copy machine)
  - WA Regional Office will work with School to identify equipment needs for the period, including quality requirements, and once this is approved, will negotiate purchases with reputable equipment vendors. WA Regional Office will keep School advised of the results of the purchasing process, and will request School's permission WA Regional Office is unable to make these purchases within the agreed-upon budget.
  - WA Regional Office will likely need to purchase equipment throughout the year as a result of wear and tear or unforeseen needs. WA Regional Office and School will agree

at the beginning of the year on a budget for these purchases, and WA Regional Office will provide School with a summary of these purchases at least quarterly.

- School will pay for all agreed-upon purchases under the purchasing plan.
- Tech strategy
  - CA Regional Office agrees to act as School's strategic technology advisor, and will provide School with a forward-looking strategy to provide technology capabilities to School beyond the terms of this agreement. CA Regional Office will review these ideas with School, and help School understand how the current system could evolve in future years. CA Regional Office will work with School to understand the implications of such changes and the costs associated with them so that School can incorporate them into budgeting and fundraising discussions. CA Regional Office will coordinate School's technology strategy with the CA Regional Office technology strategy in order to enhance integration with other Summit Public Schools, and will advise School if any School decisions will have an impact on system integration.
  - CA Regional Office will monitor the evolving technology field for new ideas to improve School's technology capabilities. CA Regional Office will, from time-to-time, bring ideas to School of such opportunities and will modify the long-term plan accordingly based on discussions with School.
  - School will work with CA Regional Office to identify unmet needs so that CA Regional Office can research and develop possible solutions. School will keep CA Regional Office apprised of changes in plans that might impact technology.
- Application development and integration
  - CA Central Office will identify opportunities to develop, integrate, or provide application services that promote and enhance the technology capabilities of School. CA Central Office will regularly review School activities, mission and initiatives for potential deployment of additional applications. CA Central Office will work to deliver the applications and update/upgrade the software as needed. If there are any non-budgeted costs associated with new or upgraded applications, CA Central Office will obtain School's approval before committing to deploy applications. CA Central Office will provide the schools a timely and updated project plan on any application that is approved for integration and or development.
  - CA Central Office will also support the applications services through technical support and training. CA Central Office will maintain and administer the applications. CA Central Office will inform all stakeholders of any changes to its software and will institute a change management program for approval that directly affects the schools.
  - School will work with CA Central Office to identify application opportunities that may provide benefits to the other Summit Public Schools as well as Summit itself. CA Central Office will work to deliver the best software solution at the lowest cost possible. CA Central Office will own the intellectual property it develops, but will share the knowledge and technology with School.

- School will pay for direct outside costs for School-specific applications and an appropriate allocation of direct outside costs for applications shared by School and CA Central Office.

### **Information**

- Management of Student Information System (SIS)
  - CA Central Office will coordinate SIS services for School, and will include School in its master contract for such services with an outside vendor. CA Central Office will troubleshoot problems, coordinate loading of information for new school year, and help school obtain desired management and operational reports.
  - School will pay an appropriate allocation of the direct cost of the SIS service.
  - CA Central Office will coordinate migration of information from current system to new system (Illuminate), and will coordinate training to appropriate school personnel regarding operation of the Illuminate system.
- Information collection
  - CA Central Office will work with School to develop tools such as surveys and other information generators to gather meaningful quality information about School's students and student performance, alumni outcomes, organizational performance, and other factors.
  - School will work with CA Central Office to provide access to or initiate contact with the appropriate parties to enable the gathering of appropriate information.
- Track, analyze, synthesize, and train faculty on benchmark and other testing information
  - CA Central Office will coordinate benchmark testing and provide school with prompt analysis of information.
  - School will facilitate information collection and will work with CA Central Office to resolve information inconsistencies.
- Track information needed to measure school goals
  - CA Central Office will work with School to develop systems for providing actionable information to school leadership to help monitor the health of the organization and to achieve school objectives and goals. CA Central Office will develop methods to collect information, and will develop tools to analyze and present information.
  - School will facilitate information collection and will work with CA Central Office to resolve information inconsistencies.

### **Knowledge Management**

- Management of Knowledge Management System (KMS)
  - CA Central Office will coordinate KMS services for School, and will include School in its master contract for such services with an outside vendor. CA Central Office will troubleshoot problems, coordinate loading of information from previous KMS, and help School develop its internal use of the KMS.
  - School will pay an appropriate allocation of the direct cost of the KMS service.



- CA Central Office will coordinate migration of information from current system to new system (MangoSpring), and will coordinate training to appropriate school personnel regarding operation of the MangoSpring system.
- KMS oversight (use, norms, tech planning)
  - CA Central Office will work with School and users to identify expanded uses of the system, including those initiated by other schools using the KMS.
  - CA Central Office will work with School to identify potential expanded uses of the KMS, and will direct the development of such additional uses. CA Central Office will advise School of any additional costs to develop such uses prior to initiating a development project.
  - School will keep CA Central Office advised of any significant changes in its implementation of the KMS, and any unmet needs that might be accomplished through using the KMS. School will make faculty available to work with CA Central Office as needed to provide internal support for KMS use.
- Training
  - CA Central Office will train new faculty on use of the KMS, and will maintain a library of specific training documents on the KMS Info site.
  - School will allot sufficient time during new employee orientation for new faculty to become adequately trained in KMS use.
- User support
  - CA Central Office will provide support to users of the KMS on an as-needed basis.
  - School will notify CA Central Office of issues related to use of the KMS, and cooperate with SPS in resolving these issues.

#### **IV. School Resources**

##### **Expeditions**

- Educational design consultation / strategy
  - WA Regional Office will work with School to develop the general parameters for the expeditions design, including budget requirements and a calendar of actions to prepare for and manage Expeditions. WA Regional Office will provide information regarding course possibilities, including off-campus arrangements.
  - School will provide prompt feedback to WA Regional Office regarding the suitability of course proposals. School will use best efforts to adhere to the calendar of actions, and will advise WA Regional Office of any changes as early as possible.
- Course procurement (including Independent Study and internships)
  - WA Regional Office will identify, evaluate and negotiate with outside providers of expeditions courses, including internship host organizations. WA Regional Office will review Expeditions course guidelines and expectations with potential providers, and will ensure that all contract signing and insurance requirements are met.
  - School will provide WA Regional Office with necessary information to complete course procurement, including information about programs which might impact the number of

students to be enrolled in Expeditions courses. School will advise WA Regional Office of any changes in enrollment eligibility as soon as possible. WA Regional Office will use best efforts to modify cost of courses affected by late changes, but will not be responsible for costs incurred due to such changes.

- WA Regional Office will be responsible for the process of getting courses approved by the University of Washington. WA Regional Office will advise School of any changes in status as soon as information becomes available, and will use best efforts to ensure that classes are UW-approved wherever possible.
- Course enrollment (registrar, marketing)
  - WA Regional Office will develop marketing and registration materials to inform and enroll students in Expeditions courses. Materials will be available to School according to the calendar of actions. WA Regional Office will provide advisory help services for students to ask questions on an agreed-upon schedule.
  - School will be responsible for distributing marketing and registration materials to students, informing mentees about expeditions and the various course options and for obtaining completed registrations from every student. School will respond promptly to WA Regional Office requests to obtain late registrations.
  - WA Regional Office will provide confirmation of class assignments according to the calendar of actions. School will distribute confirmations to students promptly, and advise them of appeal procedures. WA Regional Office will provide students with opportunities to change registration subject to course availability, and will advise School of any student issues.
  - School is responsible for ensuring that students with IEPs do not sign-up for Independent Study
- Expeditions management (rooms, equipment, issues)
  - WA Regional Office will coordinate with School to locate Expeditions classes and to develop the transportation plans to get students to their appropriate locations. WA Regional Office will coordinate with expeditions course providers to determine their equipment and facilities needs and will coordinate with providers and School to have these available on the first day of expeditions.
  - WA Regional Office will arrange for expeditions course providers to participate in a workshop on expeditions norms and logistics. WA Regional Office will provide them with a handbook outlining resources available, expectations, guidelines and their responsibilities as teachers to School's students. WA Regional Office will engage with providers throughout expeditions, and help resolve issues. WA Regional Office will gather final course grades from course providers. WA Regional Office does not make any representation regarding the grades provided, including whether they are consistent with other grades issued by School.
  - School faculty ("buddy teacher") will be paired up with Expeditions course providers to support Expeditions teachers in managing their classrooms during expeditions in a manner consistent with SPS and School classroom norms. School faculty will participate in Expeditions norms workshops. School recognizes that the buddy teacher is the legal

certificated teacher for that course, including signing all attendance sheets for the course.

- School will inform Expeditions teachers of any special needs students in their classes and communicate in writing any required accommodations and optimal classroom strategies for such students prior to the beginning of expeditions.
- School will ensure that equipment brought on campus is secured for use by the classes and protected from damage or theft. If classrooms used by Expeditions providers must be used for other purposes after Expeditions class hours, School will restore the room for use by Expeditions classes before the next Expeditions class session.
- WA Regional Office will work with School to facilitate Expeditions providers' reconfiguration of classrooms to be ready for use by School faculty at the completion of each Expeditions period.
- WA Regional Office will coordinate Expeditions culminating events such as performances and exhibitions. School faculty will assist with events.
- WA Regional Office will use best efforts to work with students who are interested in internships to find an appropriate placement. WA Regional Office will work with students who are interested in independent study to develop a general plan for their specific program, including an initial screening of the educational value of the proposed course of study. WA Regional Office will maintain a master roster of students in the internship and independent study programs, and will maintain appropriate files and documentation to certify attendance for reporting to the State.
- WA Regional Office will manage the collection of assignments and documentation for IS and internships. School will work with WA Regional Office in securing required assignments and documentation for IS and Internships after the completion of the expeditions period in cases where documentation is overdue.

## **College**

- College application activities
  - WA Regional Office will support School's teachers and staff in the college placement process, including developing information and programs to help mentors work with students to find their best fit school.
  - School will use these resources to work with each student to develop their specific target lists of colleges.
  - WA Regional Office will develop programs to help guide mentors and students through the college application process, providing the necessary training and information on a timely basis.
  - School will provide mentors and staff with the necessary time and support to access this training. School will work with individual students to monitor and guide their activities through this process, including monitoring deadlines and paperwork.
  - WA Regional Office will develop information and programs to help schools complete recommendation letters and transcripts.
  - School will manage the interaction with students for these tasks.

- Financial aid activities
  - WA Regional Office will develop information and programs to help School's teachers and staff guide students through the financial aid process, providing the necessary training and information on a timely basis.
  - School will provide mentors and staff with the necessary time and support to access this training. School will work with individual students to monitor and guide their activities through this process, including monitoring deadlines and paperwork.
- Family communications activities
  - WA Regional Office will develop a family communications program regarding the college admissions process.
  - School will work with WA Regional Office to facilitate the delivery of this program.
- Research and outside relationships
  - WA Regional Office will develop system-wide college-related relationships, including college admissions offices, College Board, and professional groups. WA Regional Office will use these relationships to promote School's students and to advance their prospects as candidates for admission.
  - WA Regional Office will work with School to leverage these relationships to address specific student situations as appropriate.
  - School will advise WA Regional Office of specific student issues with specific colleges, and School and WA Regional Office will develop specific response strategies to address each individual situation.
- Professional Development
  - WA Regional Office will work with school leaders, WA Regional Office professional development and information teams, and teachers to guide programs and provide the appropriate resources to build and maintain a successful college placement program.
  - School will provide sufficient time for staff to access resources.

### **Food Service**

- WA Regional Office will administer the master food service program, including
  - Arranging and managing a contract with a qualified food service provider, based on input from school
  - Processing the Free and Reduced Lunch program paperwork
  - Providing school with guidelines on pertinent regulations and requirements such that the food service program meets such requirements.
- School will manage student and parent contact about the program, including collecting orders, payments, and free and reduced meal paperwork.
- School will coordinate with food provider regarding changes in meal schedule and special requests.

### **General support**

The CA Central Office and the WA Regional Office will likely develop other capabilities not specifically listed in this agreement. Both will keep School informed of the full scope of their capabilities and School will have access to these other capabilities upon request.



## Summit Public School: Olympus

### Attachment 12

Governance Documents, including:

Articles of Incorporation

Proof of Filing for Tax Exempt Status

Statement of Assurances and Contract Exceptions

Board Bylaws

# Articles of Incorporation

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

**SUMMIT PUBLIC SCHOOLS WASHINGTON**

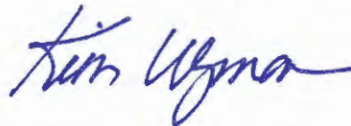
a/an WA Non-Profit Corporation. Charter documents are effective on the date indicated below.

Date: 11/15/2013

UBI Number: 603-349-353



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



Kim Wyman, Secretary of State

Date Issued: 11/15/2013



603 349 353

FILED

NOV 15 2013

WA SECRETARY OF STATE

**ARTICLES OF INCORPORATION  
OF**

**SUMMIT PUBLIC SCHOOLS WASHINGTON**

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

**ARTICLE 1. NAME**

The name of the corporation is Summit Public Schools Washington.

**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, or in the corporation's Articles of Incorporation or Bylaws, the corporation shall have all powers which now or hereafter are conferred by law upon a corporation organized for the purpose set forth above, or are necessary or

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

### **3.3 Limitations**

#### **3.3.1 Nonprofit Status**

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

#### **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 of Incorporation, to any other organization that then qualifies for exemption under the provisions of Code Section 501(c)(3). Any such assets not so disposed of shall be disposed of by the Superior Court of King County, Washington, exclusively for a Code Section 501(c)(3) purpose or purposes similar to those set forth in Section 3.1 of these Articles of Incorporation, or to such organization or organizations, as said court shall determine, that are organized and operated for similar Code Section 501(c)(3) purposes.

#### **3.3.3 Prohibited Activity**

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

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

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

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

### **3.4 Powers**

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

## **ARTICLE 4. DIRECTORS**

### **4.1 Number**

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

### **4.2 Initial Director(s)**

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

Jimmy Zungia  
610 Bowdoin Lane Apt 102A,  
Stanford, CA 94305

## ARTICLE 5. MEMBERS

The corporation shall have one member. The member shall be Summit Public Schools, a California nonprofit public benefit corporation.

## ARTICLE 6. LIMITATION OF DIRECTOR LIABILITY

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

## ARTICLE 7. INDEMNIFICATION

### 7.1 Right to Indemnification

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

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

## **7.2 Restrictions on Indemnification**

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

## **7.3 Expenses Payable in Advance**

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

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

An Indemnified Person seeking indemnification pursuant to Section 7.1 or Advanced Expenses pursuant to Section 7.3 must first submit to the Board a sworn statement requesting indemnification or Advanced Expenses, as the case may be, and reasonable evidence of all such amounts requested by such Indemnified Person (such statement, a "*Claim*"). If (a) a Claim pursuant to Section 7.1 above is not paid in full by the corporation within 60 days after such Claim has been received by the corporation, or (b) a Claim pursuant to Section 7.3 above is not paid in full by the corporation within 30 days after such Claim has been received by the corporation, then the Indemnified Person may at any time after the expiration of the applicable period bring suit against the

corporation to recover the unpaid amount of such Claim. If an Indemnified Person succeeds in whole or in part in any such suit or in a suit brought by the corporation to recover Advanced Expenses pursuant to the terms of an undertaking, then such Indemnified Person is also entitled to receive reimbursement from the corporation for the expense of prosecuting or defending such suit. The Indemnified Person shall be presumed to be entitled to indemnification under this Article 7 upon submission of a Claim (and, in an action brought to enforce a Claim for Advanced Expenses, where the required undertaking has been delivered to the corporation), and, thereafter, the corporation shall have the burden of proof to overcome the presumption that the Indemnified Person is so entitled.

#### **7.5 Procedures Exclusive**

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

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

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

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

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

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

The corporation may, by action of the Board of Directors, grant rights to indemnification and advancement of expenses to employees and agents or any class or

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

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

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

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

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

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

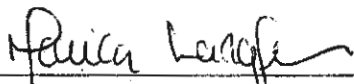
The corporation reserves the right to amend or repeal any of the provisions contained in these Articles of Incorporation in any manner now or hereafter permitted by law.

**ARTICLE 10. INCORPORATOR**

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

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

DATED: Nov. 15, 2013

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



**CONSENT TO APPOINTMENT AS REGISTERED AGENT**

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

Dated: November 14, 2013.

Alicia Langfeldt  
(Signature)

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

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

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

Congratulations:

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

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

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

## IMPORTANT

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

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

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

# Proof of Filing for Tax Exempt Status

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This tracking update has been requested  
by:

Company Name: Young, Minney & Corr, LLP  
Name: [Melanie](#) McAlpine  
E-mail: [mmcalpine@mycharterlaw.com](mailto:mmcalpine@mycharterlaw.com)

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Sent  
to: [mmcalpine@mycharterlaw.com](mailto:mmcalpine@mycharterlaw.com)

[Melanie](#) McAlpine of Young, Minney & Corr, LLP sent  
Extracting Stop 312 of Internal Revenue Service 1  
FedEx Priority Overnight package(s).

This shipment is scheduled to be sent on 11/20/2013.

Reference information includes:

Reference: Summit  
Washington/Form 1023

Special  
handling/Services: Deliver Weekday

Status: Shipment information  
sent to FedEx

Tracking number: [797211163377](#)

To track the latest status of your shipment, click  
on the tracking number above, or visit us  
at [fedex.com](http://fedex.com).

To learn more about FedEx Express, please visit our  
website at [fedex.com](http://fedex.com).

This tracking update has been sent to you by FedEx  
on the behalf of the Requestor noted above. FedEx  
does not validate the authenticity of the requestor  
and does not validate, guarantee or warrant the  
authenticity of the request, the requestor's  
message, or the accuracy of this tracking update.  
For tracking results and [fedex.com](http://fedex.com)'s terms of use,  
go to [fedex.com](http://fedex.com).

Thank you for your business.



LAW OFFICES OF YOUNG, MINNEY & CORR, LLP  
SACRAMENTO \* LOS ANGELES \* SAN DIEGO

NOVEMBER 20, 2013

VIA: FEDERAL EXPRESS

REPLY TO SACRAMENTO OFFICE

PAUL C. MINNEY

JAMES E. YOUNG

LISA A. CORR

JERRY W. SIMMONS

CHASTIN H. PIERMAN

INTERNAL REVENUE SERVICE  
201 West Rivercenter Blvd.  
Attn: Extracting Stop 312  
Covington, KY 41011

**Re: Application for Federal Tax Exemption (Form 1023) for  
Summit Public Schools Washington  
EIN: 46-4118400**

Dear Sir or Madam:

Enclosed is a Form 1023 Application for Recognition of Exemption ("Form 1023") for Summit Public Schools Washington. The Form 1023 includes:

- 1) Form 2848: Power of Attorney;
- 2) Form 1023: Application for Recognition of Exemption;
- 3) Check No. 15588 in the amount of \$850.00 made payable to the "United States Treasury."

Please direct all questions regarding this application to Kimberly Rodriguez at Young, Minney & Corr, LLP, 701 University Ave. Ste. 150, Sacramento, CA, 95825, telephone (916) 646-1400, fax (916) 646-1300.

Sincerely,

LAW OFFICES OF  
YOUNG, MINNEY & CORR, LLP

Kimberly Rodriguez  
ATTORNEY AT LAW

Enclosures

OF COUNSEL

WILLIAM J. TRINKLE

## Power of Attorney and Declaration of Representative

OMB No. 1545-0150  
**For IRS Use Only**  
 Received by: \_\_\_\_\_  
 Name \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 Function \_\_\_\_\_  
 Date / /

▶ Type or print. ▶ See the separate instructions.

**Part I Power of Attorney**

**Caution:** A separate Form 2848 should be completed for each taxpayer. Form 2848 will not be honored for any purpose other than representation before the IRS.

**1 Taxpayer information.** Taxpayer must sign and date this form on page 2, line 7.

Taxpayer name and address <b>Summit Public Schools Washington</b> 210 S Hudson St. Seattle, WA 98134	Taxpayer identification number(s) <p style="text-align: center;"><b>46-4118400</b></p> Daytime telephone number _____ Plan number (if applicable) _____
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hereby appoints the following representative(s) as attorney(s)-in-fact:

**2 Representative(s)** must sign and date this form on page 2, Part II.

Name and address <b>Kimberly Rodriguez</b> 701 University Ave., Ste 150 Sacramento, CA 95825	CAF No. <u>0303-97330R</u> PTIN <u>#P01629884</u> Telephone No. <u>(916) 646-1400</u> Fax No. <u>(916) 646-1300</u> Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Check if to be sent notices and communications <input type="checkbox"/>	
Name and address	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Check if to be sent notices and communications <input type="checkbox"/>	
Name and address	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>

to represent the taxpayer before the Internal Revenue Service for the following matters:

**3 Matters**

Description of Matter (Income, Employment, Payroll, Excise, Estate, Gift, Whistleblower, Practitioner Discipline, PLR, FOIA, Civil Penalty, etc.) (see instructions for line 3)	Tax Form Number (1040, 941, 720, etc.) (if applicable)	Year(s) or Period(s) (if applicable) (see instructions for line 3)
Federal Tax Exemption	1023	2013-2015

**4 Specific use not recorded on Centralized Authorization File (CAF).** If the power of attorney is for a specific use not recorded on CAF, check this box. See the instructions for Line 4. **Specific Uses Not Recorded on CAF**

**5 Acts authorized.** Unless otherwise provided below, the representatives generally are authorized to receive and inspect confidential tax information and to perform any and all acts that I can perform with respect to the tax matters described on line 3, for example, the authority to sign any agreements, consents, or other documents. The representative(s), however, is (are) not authorized to receive or negotiate any amounts paid to the client in connection with this representation (including refunds by either electronic means or paper checks). Additionally, unless the appropriate box(es) below are checked, the representative(s) is (are) not authorized to execute a request for disclosure of tax returns or return information to a third party, substitute another representative or add additional representatives, or sign certain tax returns.

Disclosure to third parties;  Substitute or add representative(s);  Signing a return; \_\_\_\_\_

Other acts authorized: **Communicate with IRS regarding Form 1023 application; provide responses to IRS inquiries.**  
 (see instructions for more information)

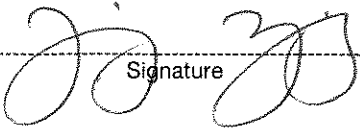
**Exceptions.** An unenrolled return preparer cannot sign any document for a taxpayer and may only represent taxpayers in limited situations. An enrolled actuary may only represent taxpayers to the extent provided in section 10.3(d) of Treasury Department Circular No. 230 (Circular 230). An enrolled retirement plan agent may only represent taxpayers to the extent provided in section 10.3(e) of Circular 230. A registered tax return preparer may only represent taxpayers to the extent provided in section 10.3(f) of Circular 230. See the line 5 instructions for restrictions on tax matters partners. In most cases, the student practitioner's (level k) authority is limited (for example, they may only practice under the supervision of another practitioner).

List any specific deletions to the acts otherwise authorized in this power of attorney: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**6 Retention/revocation of prior power(s) of attorney.** The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same matters and years or periods covered by this document. If you **do not** want to revoke a prior power of attorney, check here  **YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.**

**7 Signature of taxpayer.** If a tax matter concerns a year in which a joint return was filed, the husband and wife must each file a separate power of attorney even if the same representative(s) is (are) being appointed. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.

**▶ IF NOT SIGNED AND DATED, THIS POWER OF ATTORNEY WILL BE RETURNED TO THE TAXPAYER.**


11/15/13
President

Signature
Date
Title (if applicable)

Jimmy Zuniga
Summit Public Schools Washington

Print Name
PIN Number
Print name of taxpayer from line 1 if other than individual


**Part II Declaration of Representative**

Under penalties of perjury, I declare that:

- I am not currently under suspension or disbarment from practice before the Internal Revenue Service;
- I am aware of regulations contained in Circular 230 (31 CFR, Part 10), as amended, concerning practice before the Internal Revenue Service;
- I am authorized to represent the taxpayer identified in Part I for the matter(s) specified there; and
- I am one of the following:
  - a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.
  - b Certified Public Accountant—duly qualified to practice as a certified public accountant in the jurisdiction shown below.
  - c Enrolled Agent—enrolled as an agent under the requirements of Circular 230.
  - d Officer—a bona fide officer of the taxpayer's organization.
  - e Full-Time Employee—a full-time employee of the taxpayer.
  - f Family Member—a member of the taxpayer's immediate family (for example, spouse, parent, child, grandparent, grandchild, step-parent, step-child, brother, or sister).
  - g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230).
  - h Unenrolled Return Preparer—Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have signed the return. **See Notice 2011-6 and Special rules for registered tax return preparers and unenrolled return preparers in the instructions.**
  - i Registered Tax Return Preparer—registered as a tax return preparer under the requirements of section 10.4 of Circular 230. Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have signed the return. **See Notice 2011-6 and Special rules for registered tax return preparers and unenrolled return preparers in the instructions.**
  - k Student Attorney or CPA—receives permission to practice before the IRS by virtue of his/her status as a law, business, or accounting student working in LITC or STCP under section 10.7(d) of Circular 230. See instructions for Part II for additional information and requirements.
  - r Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

**▶ IF THIS DECLARATION OF REPRESENTATIVE IS NOT SIGNED AND DATED, THE POWER OF ATTORNEY WILL BE RETURNED. REPRESENTATIVES MUST SIGN IN THE ORDER LISTED IN LINE 2 ABOVE.** See the instructions for Part II.

**Note:** For designations d-f, enter your title, position, or relationship to the taxpayer in the "Licensing jurisdiction" column. See the instructions for Part II for more information.

Designation— Insert above letter (a-r)	Licensing jurisdiction (state) or other licensing authority (if applicable)	Bar, license, certification, registration, or enrollment number (if applicable). See instructions for Part II for more information.	Signature	Date
a	CA	222944		11/18/13

**Application for Recognition of Exemption  
 Under Section 501(c)(3) of the Internal Revenue Code**

OMB No. 1545-0056

*Note: If exempt status is approved, this application will be open for public inspection.*

Use the instructions to complete this application and for a definition of all **bold** items. For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500. Visit our website at [www.irs.gov](http://www.irs.gov) for forms and publications. If the required information and documents are not submitted with payment of the appropriate user fee, the application may be returned to you.

Attach additional sheets to this application if you need more space to answer fully. Put your name and EIN on each sheet and identify each answer by Part and line number. Complete Parts I - XI of Form 1023 and submit only those Schedules (A through H) that apply to you.

**Part I Identification of Applicant**

<b>1</b> Full name of organization (exactly as it appears in your <b>organizing document</b> )		<b>2</b> c/o Name (if applicable)	
Summit Public Schools Washington			
<b>3</b> Mailing address (Number and street) (see instructions)		Room/Suite	<b>4</b> Employer Identification Number (EIN)
210 S Hudson St.			46-4118400
City or town, state or country, and ZIP + 4		<b>5</b> Month the annual accounting period ends (01 - 12)	
Seattle, WA 98134		06	
<b>6</b> Primary contact (officer, director, trustee, or <b>authorized representative</b> )		<b>b</b> Phone: (916) 646-1400	
a Name: Kimberly Rodriguez		<b>c</b> Fax: (optional) (916) 646-1300	
<b>7</b> Are you represented by an authorized representative, such as an attorney or accountant? If "Yes," provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, <i>Power of Attorney and Declaration of Representative</i> , with your application if you would like us to communicate with your representative.		<input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>8</b> Was a person who is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, paid, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? If "Yes," provide the person's name, the name and address of the person's firm, the amounts paid or promised to be paid, and describe that person's role.		<input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b>	
<b>9a</b> Organization's website:			
<b>b</b> Organization's email: (optional)			
<b>10</b> Certain organizations are not required to file an information return (Form 990 or Form 990-EZ). If you are granted tax-exemption, are you claiming to be excused from filing Form 990 or Form 990-EZ? If "Yes," explain. See the instructions for a description of organizations not required to file Form 990 or Form 990-EZ.		<input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b>	
<b>11</b> Date incorporated if a corporation, or formed, if other than a corporation. (MM/DD/YYYY)		11 / 15 / 2013	
<b>12</b> Were you formed under the laws of a <b>foreign country</b> ? If "Yes," state the country.		<input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b>	



**Part II Organizational Structure**

You must be a corporation (including a limited liability company), an unincorporated association, or a trust to be tax exempt. (See instructions.) **DO NOT file this form unless you can check "Yes" on lines 1, 2, 3, or 4.**

- 1 Are you a **corporation**? If "Yes," attach a copy of your articles of incorporation showing **certification of filing** with the appropriate state agency. Include copies of any amendments to your articles and be sure they also show state filing certification.  **Yes**  **No**
- 2 Are you a **limited liability company (LLC)**? If "Yes," attach a copy of your articles of organization showing certification of filing with the appropriate state agency. Also, if you adopted an operating agreement, attach a copy. Include copies of any amendments to your articles and be sure they show state filing certification. Refer to the instructions for circumstances when an LLC should not file its own exemption application.  **Yes**  **No**
- 3 Are you an **unincorporated association**? If "Yes," attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments.  **Yes**  **No**
- 4a Are you a **trust**? If "Yes," attach a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments.  **Yes**  **No**
- b Have you been funded? If "No," explain how you are formed without anything of value placed in trust.  **Yes**  **No**
- 5 Have you adopted **bylaws**? If "Yes," attach a current copy showing date of adoption. If "No," explain how your officers, directors, or trustees are selected.  **Yes**  **No**

**Part III Required Provisions in Your Organizing Document**

The following questions are designed to ensure that when you file this application, your organizing document contains the required provisions to meet the organizational test under section 501(c)(3). Unless you can check the boxes in both lines 1 and 2, your organizing document does not meet the organizational test. **DO NOT file this application until you have amended your organizing document.** Submit your original and amended organizing documents (showing state filing certification if you are a corporation or an LLC) with your application.

- 1 Section 501(c)(3) requires that your organizing document state your exempt purpose(s), such as charitable, religious, educational, and/or scientific purposes. Check the box to confirm that your organizing document meets this requirement. Describe specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document. Refer to the instructions for exempt purpose language. Location of Purpose Clause (Page, Article, and Paragraph): **Article 3, section 3.1**
- 2a Section 501(c)(3) requires that upon dissolution of your organization, your remaining assets must be used exclusively for exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Check the box on line 2a to confirm that your organizing document meets this requirement by express provision for the distribution of assets upon dissolution. If you rely on state law for your dissolution provision, do not check the box on line 2a and go to line 2c.
- 2b If you checked the box on line 2a, specify the location of your dissolution clause (Page, Article, and Paragraph). Do not complete line 2c if you checked box 2a. **Article 3, section 3.3.2**
- 2c See the instructions for information about the operation of state law in your particular state. Check this box if you rely on operation of state law for your dissolution provision and indicate the state:

**Part IV Narrative Description of Your Activities**

Using an attachment, describe your *past*, *present*, and *planned* activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors**

- 1a List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual **compensation**, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
Jen Davis Wickens	Chief Regional Officer	210 S Hudson St. Seattle, WA 98134	120,000
Jimmy Zuniga	President/Board member	210 S Hudson St. Seattle, WA 98134	0
			0
			0
			0

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)**

**b** List the names, titles, and mailing addresses of each of your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation. Do not include officers, directors, or trustees listed in line 1a.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
<b>Jen Davis Wickens</b>	<b>Chief Regional Officer</b>	<b>210 S Hudson St. Seattle, WA 98134</b>	<b>120,000</b>

**c** List the names, names of businesses, and mailing addresses of your five highest compensated independent contractors that receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
<b>N/A</b>			

The following "Yes" or "No" questions relate to *past, present, or planned* relationships, transactions, or agreements with your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, and 1c.

- 2a** Are any of your officers, directors, or trustees **related** to each **other** through **family** or **business** relationships? If "Yes," identify the individuals and explain the relationship.  Yes  No
- b** Do you have a business relationship with any of your officers, directors, or trustees other than through their position as an officer, director, or trustee? If "Yes," identify the individuals and describe the business relationship with each of your officers, directors, or trustees.  Yes  No
- c** Are any of your officers, directors, or trustees related to your highest compensated employees or highest compensated independent contractors listed on lines 1b or 1c through family or business relationships? If "Yes," identify the individuals and explain the relationship.  Yes  No

- 3a** For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties.
- b** Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through **common control**? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement.  Yes  No

- 4** In establishing the compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, and 1c, the following practices are recommended, although they are not required to obtain exemption. Answer "Yes" to all the practices you use.
  - a** Do you or will the individuals that approve compensation arrangements follow a conflict of interest policy?  Yes  No
  - b** Do you or will you approve compensation arrangements in advance of paying compensation?  Yes  No
  - c** Do you or will you document in writing the date and terms of approved compensation arrangements?  Yes  No

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)**

- d** Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements?  **Yes**  **No**
- e** Do you or will you approve compensation arrangements based on information about compensation paid by **similarly situated** taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.  **Yes**  **No**
- f** Do you or will you record in writing both the information on which you relied to base your decision and its source?  **Yes**  **No**
- g** If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is **reasonable** for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.
- 
- 5a** Have you adopted a **conflict of interest policy** consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c.  **Yes**  **No**
- b** What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?
- c** What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves?
- Note:** A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.
- 
- 6a** Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through **non-fixed payments**, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.  **Yes**  **No**
- b** Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.  **Yes**  **No**
- 
- 7a** Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine that you pay no more than **fair market value**. Attach copies of any written contracts or other agreements relating to such purchases.  **Yes**  **No**
- b** Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales.  **Yes**  **No**
- 
- 8a** Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f.  **Yes**  **No**
- b** Describe any written or oral arrangements that you made or intend to make.
- c** Identify with whom you have or will have such arrangements.
- d** Explain how the terms are or will be negotiated at arm's length.
- e** Explain how you determine you pay no more than fair market value or you are paid at least fair market value.
- f** Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.
- 
- 9a** Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f.  **Yes**  **No**

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)**

- b Describe any written or oral arrangements you made or intend to make.
- c Identify with whom you have or will have such arrangements.
- d Explain how the terms are or will be negotiated at arm's length.
- e Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.
- f Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

**Part VI Your Members and Other Individuals and Organizations That Receive Benefits From You**

The following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and organizations as part of your activities. Your answers should pertain to *past*, *present*, and *planned* activities. (See instructions.)

- 1a In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals.  Yes  No
- b In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If "Yes," describe each program that provides goods, services, or funds to organizations.  Yes  No
- 2 Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program.  Yes  No
- 3 Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds.  Yes  No

**Part VII Your History**

The following "Yes" or "No" questions relate to your history. (See instructions.)

- 1 Are you a **successor** to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to non-profit status. If "Yes," complete Schedule G.  Yes  No
- 2 Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E.  Yes  No

**Part VIII Your Specific Activities**

The following "Yes" or "No" questions relate to specific activities that you may conduct. Check the appropriate box. Your answers should pertain to *past*, *present*, and *planned* activities. (See instructions.)

- 1 Do you support or oppose candidates in **political campaigns** in any way? If "Yes," explain.  Yes  No
- 2a Do you attempt to **influence legislation**? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a.  Yes  No
- b Have you made or are you making an **election** to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities.  Yes  No
- 3a Do you or will you operate bingo or **gaming** activities? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. **Revenue and expenses** should be provided for the time periods specified in Part IX, Financial Data.  Yes  No
- b Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies or any written contracts or other agreements relating to such arrangements.  Yes  No
- c List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo.

**Part VIII Your Specific Activities (Continued)**

<b>4a</b>	Do you or will you undertake <b>fundraising</b> ? If "Yes," check all the fundraising programs you do or will conduct. (See instructions.)	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
	<input checked="" type="checkbox"/> mail solicitations <input checked="" type="checkbox"/> email solicitations <input checked="" type="checkbox"/> personal solicitations <input checked="" type="checkbox"/> vehicle, boat, plane, or similar donations <input checked="" type="checkbox"/> foundation grant solicitations		<input checked="" type="checkbox"/> phone solicitations <input checked="" type="checkbox"/> accept donations on your website <input type="checkbox"/> receive donations from another organization's website <input checked="" type="checkbox"/> government grant solicitations <input type="checkbox"/> Other
	Attach a description of each fundraising program.		
<b>b</b>	Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
<b>c</b>	Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
<b>d</b>	List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.		
<b>e</b>	Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
<b>5</b>	Are you <b>affiliated</b> with a governmental unit? If "Yes," explain.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
<b>6a</b>	Do you or will you engage in <b>economic development</b> ? If "Yes," describe your program.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
<b>b</b>	Describe in full who benefits from your economic development activities and how the activities promote exempt purposes.		
<b>7a</b>	Do or will persons other than your employees or volunteers <b>develop</b> your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
<b>b</b>	Do or will persons other than your employees or volunteers <b>manage</b> your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
<b>c</b>	If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements.		
<b>8</b>	Do you or will you enter into <b>joint ventures</b> , including partnerships or <b>limited liability companies</b> treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
<b>9a</b>	Are you applying for exemption as a childcare organization under section 501(k)? If "Yes," answer lines 9b through 9d. If "No," go to line 10.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
<b>b</b>	Do you provide child care so that parents or caretakers of children you care for can be <b>gainfully employed</b> (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k).	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>c</b>	Of the children for whom you provide child care, are 85% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k).	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>d</b>	Are your services available to the general public? If "No," describe the specific group of people for whom your activities are available. Also, see the instructions and explain how you qualify as a childcare organization described in section 501(k).	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>10</b>	Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other <b>intellectual property</b> ? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>

**Part VIII Your Specific Activities (Continued)**

- 11** Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution.  **Yes**  **No**
- 
- 12a** Do you or will you operate in a **foreign country or countries?** If "Yes," answer lines 12b through 12d. If "No," go to line 13a.  **Yes**  **No**
- b** Name the foreign countries and regions within the countries in which you operate.
- c** Describe your operations in each country and region in which you operate.
- d** Describe how your operations in each country and region further your exempt purposes.
- 
- 13a** Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer lines 13b through 13g. If "No," go to line 14a.  **Yes**  **No**
- b** Describe how your grants, loans, or other distributions to organizations further your exempt purposes.
- c** Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract.  **Yes**  **No**
- d** Identify each recipient organization and any **relationship** between you and the recipient organization.
- e** Describe the records you keep with respect to the grants, loans, or other distributions you make.
- f** Describe your selection process, including whether you do any of the following:
- (i)** Do you require an application form? If "Yes," attach a copy of the form.  **Yes**  **No**
- (ii)** Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused.  **Yes**  **No**
- g** Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use of resources.
- 
- 14a** Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15.  **Yes**  **No**
- b** Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.
- c** Does any foreign organization listed in line 14b accept contributions earmarked for a specific country or specific organization? If "Yes," list all earmarked organizations or countries.  **Yes**  **No**
- d** Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors.  **Yes**  **No**
- e** Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information.  **Yes**  **No**
- f** Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including site visits by your employees or compliance checks by impartial experts, to verify that grant funds are being used appropriately.  **Yes**  **No**

**Part VIII Your Specific Activities** (Continued)

- 15 Do you have a **close connection** with any organizations? If "Yes," explain.  Yes  No
- 16 Are you applying for exemption as a **cooperative hospital service organization** under section 501(e)? If "Yes," explain.  Yes  No
- 17 Are you applying for exemption as a **cooperative service organization of operating educational organizations** under section 501(f)? If "Yes," explain.  Yes  No
- 18 Are you applying for exemption as a **charitable risk pool** under section 501(n)? If "Yes," explain.  Yes  No
- 19 Do you or will you operate a **school**? If "Yes," complete Schedule B. Answer "Yes," whether you operate a school as your main function or as a secondary activity.  Yes  No
- 20 Is your main function to provide **hospital or medical care**? If "Yes," complete Schedule C.  Yes  No
- 21 Do you or will you provide **low-income housing** or housing for the **elderly or handicapped**? If "Yes," complete Schedule F.  Yes  No
- 22 Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? If "Yes," complete Schedule H.  Yes  No

**Note: Private foundations** may use Schedule H to request advance approval of individual grant procedures.

**Part IX Financial Data**

For purposes of this schedule, years in existence refer to completed tax years. If in existence 4 or more years, complete the schedule for the most recent 4 tax years. If in existence more than 1 year but less than 4 years, complete the statements for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. If in existence less than 1 year, provide projections of your likely revenues and expenses for the current year and the 2 following years, based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. (See instructions.)

**A. Statement of Revenues and Expenses**

	Type of revenue or expense	Current tax year	3 prior tax years or 2 succeeding tax years				(e) Provide Total for (a) through (d)
		(a) From ..... To .....	(b) From ..... To .....	(c) From ..... To .....	(d) From ..... To .....		
<b>Revenues</b>	<b>1</b> Gifts, grants, and contributions received (do not include unusual grants)	see attached.					
	<b>2</b> Membership fees received						
	<b>3</b> Gross investment income						
	<b>4</b> Net unrelated business income						
	<b>5</b> Taxes levied for your benefit						
	<b>6</b> Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)						
	<b>7</b> Any revenue not otherwise listed above or in lines 9-12 below (attach an itemized list)						
	<b>8</b> Total of lines 1 through 7						
	<b>9</b> Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)						
	<b>10</b> Total of lines 8 and 9						
	<b>11</b> Net gain or loss on sale of capital assets (attach schedule and see instructions)						
	<b>12</b> Unusual grants						
	<b>13</b> Total Revenue Add lines 10 through 12						
<b>Expenses</b>	<b>14</b> Fundraising expenses						
	<b>15</b> Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)						
	<b>16</b> Disbursements to or for the benefit of members (attach an itemized list)						
	<b>17</b> Compensation of officers, directors, and trustees						
	<b>18</b> Other salaries and wages						
	<b>19</b> Interest expense						
	<b>20</b> Occupancy (rent, utilities, etc.)						
	<b>21</b> Depreciation and depletion						
	<b>22</b> Professional fees						
	<b>23</b> Any expense not otherwise classified, such as program services (attach itemized list)						
	<b>24</b> Total Expenses Add lines 14 through 23						



**Part IX Financial Data (Continued)**

**B. Balance Sheet (for your most recently completed tax year)**

Year End:

<b>Assets</b>		(Whole dollars)
<b>1</b>	Cash . . . . .	<b>1</b> See attached.
<b>2</b>	Accounts receivable, net . . . . .	<b>2</b>
<b>3</b>	Inventories . . . . .	<b>3</b>
<b>4</b>	Bonds and notes receivable (attach an itemized list) . . . . .	<b>4</b>
<b>5</b>	Corporate stocks (attach an itemized list) . . . . .	<b>5</b>
<b>6</b>	Loans receivable (attach an itemized list) . . . . .	<b>6</b>
<b>7</b>	Other investments (attach an itemized list) . . . . .	<b>7</b>
<b>8</b>	Depreciable and depletable assets (attach an itemized list) . . . . .	<b>8</b>
<b>9</b>	Land . . . . .	<b>9</b>
<b>10</b>	Other assets (attach an itemized list) . . . . .	<b>10</b>
<b>11</b>	Total Assets (add lines 1 through 10) . . . . .	<b>11</b>
<b>Liabilities</b>		
<b>12</b>	Accounts payable . . . . .	<b>12</b>
<b>13</b>	Contributions, gifts, grants, etc. payable . . . . .	<b>13</b>
<b>14</b>	Mortgages and notes payable (attach an itemized list) . . . . .	<b>14</b>
<b>15</b>	Other liabilities (attach an itemized list) . . . . .	<b>15</b>
<b>16</b>	Total Liabilities (add lines 12 through 15) . . . . .	<b>16</b>
<b>Fund Balances or Net Assets</b>		
<b>17</b>	Total fund balances or net assets . . . . .	<b>17</b>
<b>18</b>	Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17) . . . . .	<b>18</b>

**19** Have there been any substantial changes in your assets or liabilities since the end of the period shown above? If "Yes," explain.  Yes  No

**Part X Public Charity Status**

Part X is designed to classify you as an organization that is either a **private foundation** or a **public charity**. Public charity status is a more favorable tax status than private foundation status. If you are a private foundation, Part X is designed to further determine whether you are a **private operating foundation**. (See instructions.)

- 1a** Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. If you are unsure, see the instructions.  Yes  No
- b** As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2.
- 2** Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI.  Yes  No
- 3** Have you existed for one or more years? If "Yes," attach financial information showing that you are a private operating foundation; go to the signature section of Part XI. If "No," continue to line 4.  Yes  No
- 4** Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinion from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation?  Yes  No
- 5** If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking one of the choices below. You may check only one box.  
The organization is not a private foundation because it is:
  - a** 509(a)(1) and 170(b)(1)(A)(i)—a church or a convention or association of churches. Complete and attach Schedule A.
  - b** 509(a)(1) and 170(b)(1)(A)(ii)—a **school**. Complete and attach Schedule B.
  - c** 509(a)(1) and 170(b)(1)(A)(iii)—a **hospital**, a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete and attach Schedule C.
  - d** 509(a)(3)—an organization supporting either one or more organizations described in line 5a through c, f, g, or h or a publicly supported section 501(c)(4), (5), or (6) organization. Complete and attach Schedule D.

**Part X Public Charity Status (Continued)**

- e 509(a)(4)—an organization organized and operated exclusively for testing for public safety.
- f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit.
- g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public.
- h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross **investment income** and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions).
- i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status.

**6** If you checked box g, h, or i in question 5 above, you must request either an **advance** or a **definitive ruling** by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.

- a **Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at [www.irs.gov](http://www.irs.gov) or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling.

**Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code**

For Organization

.....  
 (Signature of Officer, Director, Trustee, or other authorized official)

.....  
 (Type or print name of signer)

.....  
 (Date)

.....  
 (Type or print title or authority of signer)

For IRS Use Only

.....  
 IRS Director, Exempt Organizations

.....  
 (Date)

- b **Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii).

(i) (a) Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses. \_\_\_\_\_

(b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box.

(ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each **disqualified person**. If the answer is "None," check this box.

(b) For each year amounts are included on line 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A. Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box.

- 7** Did you receive any unusual grants during any of the years shown on Part IX-A. Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual.  **Yes**  **No**

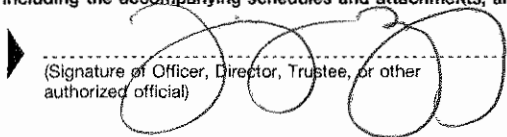
**Part XI User Fee Information**

You must include a user fee payment with this application. It will not be processed without your paid user fee. If your average annual gross receipts have exceeded or will exceed \$10,000 annually over a 4-year period, you must submit payment of \$750. If your gross receipts have not exceeded or will not exceed \$10,000 annually over a 4-year period, the required user fee payment is \$300. See instructions for Part XI, for a definition of **gross receipts** over a 4-year period. Your check or money order must be made payable to the United States Treasury. *User fees are subject to change. Check our website at [www.irs.gov](http://www.irs.gov) and type "User Fee" in the keyword box, or call Customer Account Services at 1-877-829-5500 for current information.*

- 1 Have your annual gross receipts averaged or are they expected to average not more than \$10,000?  Yes  No  
If "Yes," check the box on line 2 and enclose a user fee payment of \$300 (Subject to change—see above).  
If "No," check the box on line 3 and enclose a user fee payment of \$750 (Subject to change—see above).
- 2 Check the box if you have enclosed the reduced user fee payment of \$300 (Subject to change).
- 3 Check the box if you have enclosed the user fee payment of \$750 (Subject to change).

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

**Please Sign Here**

  
(Signature of Officer, Director, Trustee, or other authorized official)

**Jimmy Zuniga**

(Type or print name of signer)

**President**

(Type or print title or authority of signer)

**11/15/13**  
(Date)

**Reminder:** Send the completed Form 1023 Checklist with your filled-in-application.

**Schedule B. Schools, Colleges, and Universities**

If you operate a school as an activity, complete Schedule B

**Section I Operational Information**

**1a** Do you normally have a regularly scheduled curriculum, a regular faculty of qualified teachers, a regularly enrolled student body, and facilities where your educational activities are regularly carried on? If "No," do not complete the remainder of Schedule B.  **Yes**     **No**

**b** Is the primary function of your school the presentation of formal instruction? If "Yes," describe your school in terms of whether it is an elementary, secondary, college, technical, or other type of school. If "No," do not complete the remainder of Schedule B.  **Yes**     **No**

**2a** Are you a public school because you are operated by a state or subdivision of a state? If "Yes," explain how you are operated by a state or subdivision of a state. Do not complete the remainder of Schedule B.  **Yes**     **No**

**b** Are you a public school because you are operated wholly or predominantly from government funds or property? If "Yes," explain how you are operated wholly or predominantly from government funds or property. Submit a copy of your funding agreement regarding government funding. Do not complete the remainder of Schedule B.  **Yes**     **No**

**3** In what public school district, county, and state are you located?

**4** Were you formed or substantially expanded at the time of public school desegregation in the above school district or county?  **Yes**     **No**

**5** Has a state or federal administrative agency or judicial body ever determined that you are racially discriminatory? If "Yes," explain.  **Yes**     **No**

**6** Has your right to receive financial aid or assistance from a governmental agency ever been revoked or suspended? If "Yes," explain.  **Yes**     **No**

**7** Do you or will you contract with another organization to develop, build, market, or finance your facilities? If "Yes," explain how that entity is selected, explain how the terms of any contracts or other agreements are negotiated at arm's length, and explain how you determine that you will pay no more than fair market value for services.  **Yes**     **No**

**Note.** Make sure your answer is consistent with the information provided in Part VIII, line 7a.

**8** Do you or will you manage your activities or facilities through your own employees or volunteers? If "No," attach a statement describing the activities that will be managed by others, the names of the persons or organizations that manage or will manage your activities or facilities, and how these managers were or will be selected. Also, submit copies of any contracts, proposed contracts, or other agreements regarding the provision of management services for your activities or facilities. Explain how the terms of any contracts or other agreements were or will be negotiated, and explain how you determine you will pay no more than fair market value for services.  **Yes**     **No**

**Note.** Answer "Yes" if you manage or intend to manage your programs through your own employees or by using volunteers. Answer "No" if you engage or intend to engage a separate organization or independent contractor. Make sure your answer is consistent with the information provided in Part VIII, line 7b.

**Section II Establishment of Racially Nondiscriminatory Policy**

Information required by **Revenue Procedure 75-50.**

**1** Have you adopted a racially nondiscriminatory policy as to students in your organizing document, bylaws, or by resolution of your governing body? If "Yes," state where the policy can be found or supply a copy of the policy. If "No," you must adopt a nondiscriminatory policy as to students before submitting this application. See Publication 557.  **Yes**     **No**

**2** Do your brochures, application forms, advertisements, and catalogues dealing with student admissions, programs, and scholarships contain a statement of your racially nondiscriminatory policy?  **Yes**     **No**

**a** If "Yes," attach a representative sample of each document.

**b** If "No," by checking the box to the right you agree that all future printed materials, including website content, will contain the required nondiscriminatory policy statement. ▶

**3** Have you published a notice of your nondiscriminatory policy in a newspaper of general circulation that serves all racial segments of the community? (See the instructions for specific requirements.) If "No," explain.  **Yes**     **No**

**4** Does or will the organization (or any department or division within it) discriminate in any way on the basis of race with respect to admissions; use of facilities or exercise of student privileges; faculty or administrative staff; or scholarship or loan programs? If "Yes," for any of the above, explain fully.  **Yes**     **No**

**Schedule B. Schools, Colleges, and Universities (Continued)**

**5** Complete the table below to show the racial composition for the current academic year and projected for the next academic year, of: (a) the student body, (b) the faculty, and (c) the administrative staff. Provide actual numbers rather than percentages for each racial category.

If you are not operational, submit an estimate based on the best information available (such as the racial composition of the community served).

Racial Category	(a) Student Body		(b) Faculty		(c) Administrative Staff	
	Current Year	Next Year	Current Year	Next Year	Current Year	Next Year
<b>Total</b>						

**6** In the table below, provide the number and amount of loans and scholarships awarded to students enrolled by racial categories.

Racial Category	Number of Loans		Amount of Loans		Number of Scholarships		Amount of Scholarships	
	Current Year	Next Year	Current Year	Next Year	Current Year	Next Year	Current Year	Next Year
<b>Total</b>								

**7a** Attach a list of your incorporators, founders, board members, and donors of land or buildings, whether individuals or organizations.

**b** Do any of these individuals or organizations have an objective to maintain segregated public or private school education? If "Yes," explain.  Yes     No

**8** Will you maintain records according to the non-discrimination provisions contained in Revenue Procedure 75-50? If "No," explain. (See instructions.)  Yes     No

# **ATTACHMENTS 1-10**

**ATTACHMENT #1 TO FORM 1023**

CONT. OF RESPONSES TO PART IV: NARRATIVE DESCRIPTION OF YOUR ACTIVITIES, PART  
IV, PAGE 2

Form: Form 1023  
Name: **Summit Public Schools Washington**  
Address: 210 S. Hudson St.  
Seattle, WA 98134  
EIN: 46-4118400

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Summit Public Schools Washington (“SPS-WA”) attaches this detailed statement of its organization, activities, and operations in response to Part IV: Narrative Description Of Your Activities:

*Using an attachment, describe your past, present, and planned activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.*

**I. ENTITY ORGANIZATION**

Summit Sierra and Olympus will be Washington State public charter schools pursuant to Chapter 28A.710 of the Revised Code of Washington and will be operated by SPS-WA. (A copy of Chapter 28A.710 of the Revised Code of Washington is attached as “Exhibit E.”) SPS-WA is organized as a Washington State nonprofit corporation pursuant to the Washington Nonprofit Corporation Act<sup>1</sup> as required by RCW 28A.710.010. (A copy of RCW 28A.710.010 is attached as “Exhibit E.”)

SPS-WA filed its Articles of Incorporation establishing itself as a Washington nonprofit public benefit corporation on November 15, 2013. (A copy of the Articles of Incorporation is attached as “Exhibit A.”) On November 22, 2013, SPS-WA submitted Charter Applications for Summit Sierra and Olympus to the Washington State Charter School Commission (“Commission”). The purposes of the charter application are to present the proposed charter school’s academic and operational vision and plans and to demonstrate the applicant’s capacity to execute the proposed vision and plans.

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<sup>1</sup> RCW 24.03 *et seq.*

## **Washington State Charter Schools**

A charter school's educational goals and philosophy are set forth in a written document called a "charter contract." Within ninety days of approval of a charter application, the authorizer and the governing board of the approved charter school must execute a charter contract by which, fundamentally, the public charter school agrees to provide educational services that at a minimum meet basic education standards in return for an allocation of public funds to be used for such purpose all as set forth in the charter contract. The charter contract must clearly set forth the academic and operational performance expectations and measures by which the charter school will be judged and the administrative relationship between the authorizer and charter school, including each party's rights and duties. The performance expectations and measures set forth in the charter contract must include but need not be limited to applicable federal and state accountability requirements. Authorized granting authorities are the Washington Charter School Commission, for charter schools located anywhere in the state, and school district boards of directors that have been approved by the state board of education, for charter schools located within the school district's own boundaries. Upon approval of the charter contract, the charter school operates under the oversight and supervision of the granting authority.

The charter school is granted a high degree of independence and operational freedom. Charter schools are not subject to and are exempt from all other state statutes and rules applicable to school districts and school district boards of directors, for the purpose of allowing flexibility to innovate in areas such as scheduling, personnel, funding, and educational programs in order to improve student outcomes and academic achievement. Charter schools are exempt from all school district policies except policies made applicable in the school's charter contract. This operational freedom usually manifests itself in emphasis placed on certain curriculum or specialties. For example, a charter school may specialize in a performing arts curriculum or in skills and trades and use this specialty as a vehicle to teach basic core curriculum. Other charter schools may emphasize a particular educational philosophy, as for example the teaching methods developed by Maria Montessori. In return for this operational freedom, charter schools are accountable to their granting authorities for certain outcomes and results set forth in the charter. Failure to meet the stated outcomes and goals can be grounds for the revocation of a charter.

Charter schools are recognized as "common schools" and part of the "general and uniform system of public schools" provided by the legislature as required by Article IX, section 2 of the Washington State Constitution.

The Internal Revenue Service in its Exempt Organizations Continuing Professional Education Technical Instruction Program explains the charter school concept thus:



Charter schools are considered public schools. What is different is that charter schools generally are not operated directly by the public school district but under a separate charter, a contract with a state or local agency that provides them with public funds. The charter sets forth in essential conditions for which the school will be held accountable, but leaves the implementation of these terms to the charter school's board of directors. This frees the charter school from a number of regulations that otherwise apply to public schools and leaves room for innovation and experimentation.

## **Organizing Documents**

Treasury Regulation Section 1.501(c)(3) provides that in order for an organization to be one described in Internal Revenue Code ("IRC") Section 501(c)(3), the entity must be organized exclusively for one or more exempt purposes.

SPS-WA's corporate Articles of Incorporation provide that the corporation is organized for "charitable purposes." The Articles of Incorporation further provide that no part of the net earnings inure to the benefit of any director, officer, or member thereof, or to the benefit of any private person. The Articles of Incorporation further provide that the assets of the corporation are dedicated to its exempt purposes. In addition, the Articles of Incorporation provide that SPS-WA shall not devote more than an insubstantial amount of its activities to carrying on propaganda, or otherwise attempting to influence legislation, and the Articles of Incorporation prohibit SPS-WA from intervening or participating in any political campaign on behalf of or in opposition to any candidate for public office. Consequently, an examination of the Articles of Incorporation will show that SPS-WA is organized exclusively for an exempt purpose within the meaning of Code Section 501(c)(3).

In addition to the Articles of Incorporation and its corporate bylaws, SPS-WA will also be governed by charter contracts once the Summit Sierra and Olympus Charter Applications are approved by the Commission. RCW 28A.710.040 provides that a charter school must operate according to the terms of its charter contract. As explained above, RCW 28A.710.200 provides that an authorizer may revoke a charter if the charter school commits a material violation of the terms, conditions, standards, or procedures required under the charter contract.

A copy of the SPS-WA's Articles of Incorporation is attached as "Exhibit A." A copy of the draft SPS-WA's nonprofit corporation bylaws are attached as "Exhibit B." A copy of the draft SPS-WA Charter Application is attached as "Exhibit C."

## **II. ACTIVITIES AND OPERATIONS**

## **Exempt Purpose**

Treasury Regulation 1.501(c)(3)-1(a) provides that an organization described in Internal Revenue Code (“Code” or “IRC”) section 501(c) must be operated exclusively for one or more of the purposes specified in Code section 501(c)(3).

SPS-WA is organized to educate Washington State students. Specifically, SPS-WA provides instruction and training to Washington State students in core curricula to develop each student’s capabilities and to teach courses required by Washington State law. Treasury Regulation section 1.501(c)(3)-1(d) includes within the definition of *charitable* the advancement of education. Consequently, SPS-WA is organized and operated for an exempt purpose within the meaning of IRC section 501(c)(3).

## **Educational Program**

Please see the draft SPS-WA Application (which is attached as “Exhibit C”) for a thorough explanation of the SPS-WA educational program.

## **Organization Governance**

SPS-WA is organized as a Washington State nonprofit corporation pursuant to the Washington Nonprofit Corporation Act. RCW 28A.710.010 requires a charter applicant to be organized as a Washington State nonprofit corporation. SPS-WA is managed and directed by a Governing Board (“Board”) with the day-to-day operations and supervision of the educational program to be delegated to the Chief Regional Officer and the appropriate SPS-WA staff.

Pursuant to California and Washington State law, Summit Public Schools (“SPS”), a California nonprofit public benefit corporation, which has been recognized as tax-exempt by the Internal Revenue Service pursuant to Internal Revenue Code sections 501(c)(3), 509(a)(1) and 170(b)(1)(A)(ii) is the sole statutory member of Summit Public Schools Washington. (Cal. Corp. Code § 5056; RCW 24.03.005) SPS and SPS-WA are expected to enter into an administrative services/licensing agreement after the Summit Sierra and Olympus Charter Applications are approved.

## **Governing Board (“Board”)**

As a nonprofit corporation, SPS-WA is governed by a Governing Board, which will also serve as the governing board of Summit Sierra and Olympus. The primary responsibilities of the Governing Board are to set organizational policy, to ensure that the goals and terms of the SPS-WA Charter are met, and to decide which policy levels require its involvement. The more specific duties include, but are not limited to: (1) adopting the SPS-WA budget; (2) hiring and termination of SPS-WA personnel; (3) approving curriculum and promulgating policies for obtaining library materials; (4) approving equipment purchases, contracts, and leases; and (5) hearing and adjudicating

complaints regarding the SPS-WA program. In addition, the Governing Board modifies operations and policies when it determines that operational procedures and practices do not conform or are otherwise inconsistent with the stated goals in the Charter.

The Governing Board is also charged with long-range planning. This requires frequent discussion and analysis of the current position of SPS-WA measured against stated goals in the SPS-WA Charter. Thus, the Governing Board sets long-term goals and objectives which factor (1) organizational growth as permitted or prohibited by the Charter or corporate Bylaws; (2) the future sources of funding; (3) demand for expanded services through increases in enrollment; (4) accountability to the Commission; (5) changes mandated by the Legislature (charter schools are subject to specific statutes that are amended and revised from time-to-time, occasionally in dramatic fashion); and (6) possible changes in vision to carry out the educational mission of SPS-WA.

The SPS-WA administrative staff will report to the Governing Board, usually through the Chief Regional Officer, the specific policy needs of SPS-WA. The Chief Regional Officer will aid the Governing Board in assessing the needs of SPS-WA to determine whether those needs may be addressed under existing policy or may require new procedures and policies. The Governing Board is then responsible for defining the objective or purpose of each proposed policy. Once the Board sets policy, the Chief Regional Officer or other SPS-WA personnel will implement the policy.

The Governing Board also maintains final responsibility and authority for organizational finances. The Governing Board approves all major contracts. The Governing Board promulgates fiscal policies to direct the SPS-WA acquisition and use of financial resources and to limit and direct the SPS-WA expenditures. The Governing Board also reviews and approves the SPS-WA's final budget. In approving any budget presented, the Governing Board questions revenue projections and expenditure assumptions and examines revenues and support by source and distribution across the SPS-WA programs and activities.

### **Chief Regional Officer**

One of the primary activities of the Chief Regional Officer will be to serve as a liaison with the granting authority and to communicate with the granting authority or designee on behalf of SPS-WA. The Chief Regional Officer's other main responsibilities include, but are not limited to: (1) coordination of the activities of the various operating bodies of SPS-WA; (2) attendance of all Board of Directors meetings and attendance as necessary at granting authority or designee meetings; (3) prepare all Board meeting agendas in advance of Board of Directors meetings; (4) supervise SPS-WA personnel; (5) assist appropriate personnel in the development of the SPS-WA curriculum; (6) development and administration of the SPS-WA budget; (7) termination of SPS-WA personnel when so directed by the Board of Directors; and (8) establishment of procedures to carry out policies promulgated by the Board of Directors.

### **III. PUBLIC PURPOSES AND PUBLIC SCHOOL OBJECTIVES**

SPS-WA will operate Washington State public schools. It will not charge tuition or fees. RCW 28A.710.040 mandates that charter school must 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. Therefore, SPS-WA shall not discriminate based upon race, ethnicity, national origin, gender, economic status, religion, disability, or achievement level. Its programs are nonsectarian.

#### **Public Charity Status as an Educational Organization**

Internal Revenue Code section 509(a)(1) provides that an organization described in Internal Revenue Code section 170(b)(1)(A)(ii) is not a private foundation and therefore is properly classified as a public charity. Internal Revenue Code Section 170(b)(1)(A)(ii) provides that an educational organization is an organization that (1) presents formal instruction as its primary function; (2) normally maintains a regular faculty and curriculum; and (3) maintains a regularly enrolled body of pupils or students in attendance at the place where its educational activities are regularly carried on.

As described above, SPS-WA will maintain a regular course of study and curriculum. Instruction will be carried out by teachers holding credentials issued by Washington State. SPS-WA will maintain a regularly enrolled body of pupils in attendance at its school facility. Accordingly, SPS-WA is an organization described in Internal Revenue Code Section 170(b)(1)(A)(ii) and is therefore not a private foundation within the meaning of Internal Revenue Code Section 509(a).

Furthermore, SPS-WA meets the definition of an *educational organization* as set forth in Treasury Regulation section 1.501(c)(3)-1(d)(3). SPS-WA provides instruction to individual students for the purpose of developing their individual capabilities. SPS-WA is identical to the type of organization described in Treasury Regulation section 1.501(c)(3)-1(d)(3)(b)(ii).

#### **Exclusive Public Purpose**

As described in this statement, SPS-WA is organized exclusively to deliver instruction in core curricula mandated by the Revised Code of Washington as well as other subjects useful to the individual and beneficial to the community. Accordingly, SPS-WA serves a public interest as required by Treasury Regulation 1.501(c)(3)-1(d)(ii). SPS-WA is not organized or operated to serve any private interest.

**ATTACHMENT # 2 TO FORM 1023**

CONT. OF RESPONSES TO PART V, COMPENSATION AND OTHER FINANCIAL  
ARRANGEMENTS WITH YOUR OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AND  
INDEPENDENT CONTRACTORS; PART V, PAGE 3, LINE 3A

Form: Form 1023  
Name: **Summit Public Schools Washington**  
Address: 210 S. Hudson St.  
Seattle, WA 98134  
EIN: 46-4118400

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*For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b or 1c, attach a list showing their name, qualifications, average hours worked, and duties.*

The following is a list of the officers, directors, trustees and highest compensated independent contractors listed on lines 1a, 1b or 1c.

<b>Name</b>	<b>Qualifications</b>	<b>Average hours worked</b>	<b>Duties</b>
Jen Davis Wickens	See attached resume.	50 hours per week.	Chief Regional Officer. See Bylaws of Summit Public Schools Washington ("SPS-WA") attached as Exhibit "B", Article VIII, Section 9.
Jimmy Zuniga	See attached resume	5 hours per month.	President/Board member. See Bylaws of SPS-WA attached as Exhibit "B", Article VIII, Section 8.

# JIMMY ZUNIGA

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## EDUCATION

Stanford University, Stanford, CA

**M.A. in Education**

Expected June 2014

Gates Millennium Scholar

Tufts University, Medford, MA

**M.A. in Educational Studies**

2013

Gates Millennium Scholar

Tufts University, Medford, MA

**B.A. in Psychology**

2012

Gates Millennium Scholar

Universidad de Buenos Aires, Buenos Aires, Argentina

Fall 2010

Universidad Católica Argentina, Buenos Aires, Argentina

Fall 2010

Summit Preparatory Charter High School, Redwood City, CA

June 2008

## GRANTS & SCHOLARSHIPS

Gates Millennium Scholarship Program

Fall 2008 – Present

Educational scholarship, B.A. through Ph.D. *Awarded to students who have excelled in academic achievement, community service, and leadership potential.*

Dept. of Education Fellowship, *Tufts University*

Summer 2012 – Winter 2013

Arts, Sciences & Engineering Diversity Fund, *Tufts Career Services*

Summer 2011

Lori Winters Samuels & Ted Samuels Endowed Scholarship, *Tufts University*

Fall 2011 – Spring 2012

## WORK EXPERIENCE

Sequoia High School, Redwood City, CA

**Student Teacher**

Fall 2013 – Present

Co-teach junior level English classes with a cooperating master teacher, create and implement Common Core aligned curriculum.

Columbia Middle School, Sunnyvale, CA

**Student Teacher**

Summer 2013

Implemented summer enrichment curriculum, co-taught language arts lessons with cooperating master teacher, facilitated small reading groups.

Tufts University Dept. of Education, Medford, MA

**Social Media Manager**

2012 – 2013

Managed official Dept. of Education Facebook, Twitter, and WordPress accounts, researched and posted content daily.

Boston Collegiate Charter School, Dorchester, MA

**Senior Intern**

Regularly taught lessons in two high school English classrooms to whole class or small groups of special needs students. Supervised eight college interns: managed interns' learning contracts, supervised projects, planned and facilitated weekly workshops on topics in education (assigned readings and invited guest speakers).

**2011****Intern**

Assisted in middle and high school science classrooms, developed marketing materials for school fundraising, conducted research on SAT scores and student demographics.

**Summer 2010**

Tufts Student Ambassador Program, Medford, MA

**Student Ambassador**

Contacted and interviewed alumni as part of a university initiative to survey and re-engage alumni.

**2009 – 2010**

The Summit Institute, Redwood City, CA

**Summer Intern**

Participated in the start up of Everest Public High School. Recruited and managed volunteers, lobbied state legislators on upcoming charter school bills, presented to a foundation and fundraised \$75,000, developed and managed enrollment and other school operation systems, developed procedural and compliance systems and forms.

**Summer 2009**

Summit Preparatory Charter High School, Medford, MA

**Special Projects Coordinator**

Managed data for new students matriculating, helped write and send summer mailings, served as an assistant to head administrators, performed other administrative duties, orchestrated a move to a new campus (twice).

**Summer 2006, Summer 2007****RESEARCH EXPERIENCE**

Tufts University Dept. of Education, Medford, MA

**Graduate Research Assistant**

*LGBTQ youth and schooling project*, Principal Investigator: Sabina Vaught, Ph.D.

- Reviewed approximately 150 foundations, served as a liaison to University Corporate and Foundation Relations, prepared literature review of sexuality education theory, developed research participant interview guidelines.
- Co-led a professional development workshop on race for Boston area teachers (hosted by Primary Source, nonprofit).

**June 2012 – Present**

Tufts University Dept. of Psychology, Medford, MA

**Research Assistant**

*Interpersonal Perception and Communication Laboratory*, Principal Investigator: Nalini Ambady, Ph.D.

- Prepared stimuli in editing programs, developed and conducted experiments, analyzed data.
- Presented research poster at Tufts Undergraduate Research Symposium on 4/9/10.

**January 2009 – May 2011****LEADERSHIP EXPERIENCE**

Tufts University New Student Orientation, Medford, MA

<p><b>Executive Orientation Leader</b> Assisted 28 incoming freshmen with class registration and the transition to college.</p>	<p><b>Fall 2009, Fall 2011</b></p>
<p>Financial Aid Student Advisory Board, Medford, MA <b>Co-chair</b> Helped found, co-chaired meetings to organize a diverse group of financial aid recipients to provide constructive feedback to the Tufts Financial Aid Office. Single-handedly wrote and submitted a recommendation for edits to make the department’s website more user-friendly.</p>	<p><b>Spring 2009 – Spring 2010</b></p>
<p>Programming Board, Medford, MA <b>Marketing Chair</b> Collaborated with student groups to develop and execute marketing plans for multiple events (scales of 50-3000 students) over the school year.</p>	<p><b>Fall 2009 – Spring 2010</b></p>
<p>Tufts Student Fund, Medford, MA <b>Leader</b> Worked on this two-week student-driven initiative to fundraise from within the student community a one-year scholarship for a student who might not have been able to return due to the 2008 economic crisis. Donor matched students’ \$7,606 (20% participation) with a \$20,000 donation.</p>	<p><b>Spring 2009</b></p>
<p>Tufts Community Union Senate, Medford, MA <b>Elected Senator.</b> Member of Administration &amp; Policy subcommittee and faculty Committee on Undergraduate Admissions &amp; Financial Aid, revised rule governing dorm programming funds, worked on allocation plan for over \$680,000.</p>	<p><b>Fall 2008 – Spring 2009</b></p>
<p>Summit Preparatory Charter High School, Redwood City, CA <b>Summit Ambassador</b> Student spokesperson for distinguished legislators, prospective families, district officials, and many other individuals.</p>	<p><b>Spring 2005 – Summer 2008</b></p>
<p>Summit Preparatory Charter High School, Redwood City, CA <b>Student Leader on Junior Study Trip Fundraising &amp; Planning Team</b> Leader on a team that fundraised \$30,000 for a class field trip to Oregon. Solely managed the first fundraising event (marketed, priced, and sold old classroom furniture), helped coordinate various other fundraisers, and assigned jobs to students. Worked with teammates to organize and negotiate travel, housing, activities, and meals for a five-day trip for 150 participants.</p>	<p><b>August 2006 – March 2007</b></p>
<p><b>PANELS, CONFERENCES &amp; PUBLICATIONS</b></p>	
<p><i>Affirmative Action in Higher Education</i> Panelist at a campus event held by the Tufts Education Society, Medford, MA.</p>	<p>March 2012</p>
<p><i>Judith Butler: Boycott Politics and Global Responsibility</i> Opening speaker at a campus event co-sponsored by various academic departments, Medford, MA.</p>	<p>March 2012</p>
<p><i>Student Life in College</i> Panelist at Summit Preparatory Charter High School, Redwood City, CA.</p>	<p>March 2011</p>



<i>Tufts Undergraduate Research Symposium</i> Poster presenter at Tufts University, Medford, MA.	April 2010
<i>“Social Inequalities in the American Education System(s)”</i> Co-author for article in <i>Discourse Magazine</i> by the Institute for Global Leadership, Medford, MA.	Spring 2010
<i>Developing Leaders Conference</i> Participant at Tufts University, Medford, MA.	February 2009, February 2010
<i>Applying to College</i> Panelist at Summit Preparatory Charter High School, Redwood City, CA.	January 2010
<i>Transitioning to College</i> Panelist at Summit Preparatory Charter High School, Redwood City, CA.	June 2009
<i>Class Week</i> Panelist at Jonathan M. Tisch College of Citizenship and Public Service, Medford, MA.	April 2009
<i>Gates Millennium Leadership Conference</i> Participant at Gates Millennium Scholarship Program, Chantilly, VA.	September 2008

## ACTIVITIES

<i>Tufts Admissions Office</i> <b>Representative for Tufts community</b> , Medford, MA Greeted and hosted prospective students and served as tour guide. Employee who answered phone calls, checked in prospective students for information sessions, assisted front desk and reception.	Fall 2008 – Spring 2010
<i>Tufts Dance Collective</i> <b>Dancer</b> , Medford, MA	Fall 2008
<i>Bilingual Computer Class for Summit Parent Organization Team</i> <b>Tutor</b> , Redwood City, CA Taught Spanish-speaking adults how to set up email and use the Internet.	Fall 2007 – Spring 2008

## Jen Davis Wickens Bio

Jen Davis Wickens is currently supporting the launch of the Washington State Charter Schools Association (WA Charters). Prior to this, she consulted for charter schools throughout the country and for local districts, including Seattle Public Schools where she led principal professional development. She served as Vice President of Teaching and Learning for Envision Schools where she coached principals and trained teachers. She was the Founding Principal of Impact Academy, an Envision charter high school in Hayward, CA that serves students who will be the first in their family to attend college. 100% of students who graduate from Impact Academy are prepared to enter four-year colleges and 96% of graduates attend college.

Prior to launching a charter high school, Jen was a teacher in Seattle Public Schools and Highline. In Seattle, Jen taught at Nathan Hale High School in NE Seattle. In Highline, she taught at Tyee High School, one of the highest poverty schools in the region. As a Teacher Leader on the Research and Design Team, Jen helped lead the conversion of Tyee - which was a large, low-performing comprehensive high school - into three small, autonomous high schools. Through this effort, she co-led the design team efforts and helped spearhead the change process with staff. She also co-designed and co-led staff professional development.

She has a Master's degree in education from Seattle University and completed her administrative training through New Leaders for New Schools, a national, urban principal training program. Jen has a Bachelor of Arts from Willamette University.

Jen works in public education because she believes that all students have the potential to graduate from college, regardless of their backgrounds. She knows firsthand that excellent schools transform the trajectory of students' lives. Jen has a social justice agenda. She moves quickly and thoughtfully to ensure all students receive the education they deserve.

Jen knows that charter schools are not a panacea. She believes that district and charter schools must work together to meet the needs of all students: "I'm personally committed to the original promise of charter schools - to innovate in nimble environments and share what's working with the larger system. At Impact Academy, we created a thriving district/charter partnership in Hayward and I'm hopeful we can make this happen in Seattle and Tacoma, as well."

When she isn't building communities or coaching educators to be their absolute best, Jen loves to spend time in Seattle with her husband and two daughters. They live in Seattle and their favorite activity is snow skiing at Crystal Mountain. Her family spends their summer weekends in the San Juan Islands and in Lake Chelan. They love hiking on Mt. Rainier and waterskiing on Lake Washington. As Jen puts it, "I'm basically obsessed with this state."

Jen hopes her two daughters will attend a Summit high school some day. "We will likely have a long waiting list at all of our schools, so we'll see! It raises the bar when you know you're building a school for your own children."

## JEN DAVIS WICKENS

### EDUCATION

**New Leaders for New Schools**  
Urban Principal Training Program (2006)  
Washington State Administrative Credential

**Seattle University**  
Master in Education (2003)  
4.0 GPA

**Willamette University**  
B.A. English, Minor Spanish  
Studied abroad in Quito, Ecuador  
Graduated Cum Laude (2000)

### EXPERIENCE

August 2012 – Present

#### **Consultant**

##### **Washington State Charter Schools Association (WA Charters)**

- Co-led strategic planning process.
- Designed and implemented a selection process and curriculum for the state's first charter school incubator.
- Supported high performing Charter Management Organizations to expand to Washington.

##### **Seattle Public Schools**

- Designed, implemented and monitored K-12 principal and assistant principal professional development.
- Provided training on the Danielson Framework for principals, assistant principals and central office leaders.
- Oversaw implementation and training of Teachscape.
- Coached K-12 school leaders in instructional leadership.

##### **Center for Strengthening the Teaching Profession (CSTP)**

- Trained RIG district principals, assistant principals and senior central office leaders on the Danielson framework.
- Trained and coached teachers in Microsoft's TEALS program.

##### **Envision Learning Partners**

- Designed, implemented and monitored principal and teacher professional development.
- Coached district and charter schools in implementing components of the Envision model.

June 2011 – August 2012

#### **Seattle Public Schools**

***PRINCIPAL PROFESSIONAL DEVELOPMENT SPECIALIST***

- Designed, implemented and monitored K-12 principal and assistant principal professional development.
- Provided training on the Danielson Framework for principals, assistant principals and central office leaders.
- Oversaw implementation and training of on-line PD tool.
- Coached K-12 school leaders in instructional leadership.

July 2006 – June 2011

**Envision Schools**

***VICE PRESIDENT, TEACHING & LEARNING***

- Led the Education Team, including Principals, Subject Area Leaders, and the Manager of Data & Assessment.
- Implemented Performance Management system.
- Oversaw all curriculum and delivery to ensure fidelity to education model.
- Directed teacher and leader professional development strategy and implementation.
- Created and implemented data-driven, benchmarking system across math department.
- Managed enrollment strategy, budget and accountability system.
- Developed and cultivated partnerships with districts and community-based organizations.

***PRINCIPAL, IMPACT ACADEMY OF ARTS & TECHNOLOGY***

- Founded new charter school in Hayward, CA. Launched the school fully enrolled with a large waiting list in all subsequent years.
- Led school to significantly outperform neighboring schools on traditional and non-traditional measures, achieving a 10 out of 10 in similar schools rank and increasing API by over 100 points.
- Served as flagship school for Envision Schools. Instrumental in procuring significant capital for the organization.

July 2005 – July 2006

**New Leaders for New Schools**

***PRINCIPAL RESIDENCY, MARE ISLAND TECH. ACADEMY***

- Launched data-driven assessment system throughout school.
- Led school board through five-year strategic planning process.
- Developed and facilitated weekly teacher professional development.

Aug. 2003 – June 2005

**Tyee High School**

***TEACHER***

- Taught 9<sup>th</sup> and 11<sup>th</sup> grade English.
- Served as a Teacher Leader on the Research & Design Team to convert the large comprehensive high school into three small, personalized high schools.

March 2003 – June 2003

**Nathan Hale High School**

***TEACHER***

- Student taught 9<sup>th</sup> grade English and 12<sup>th</sup> grade Creative Writing.

July 2000 – June 2006

***FREELANCE WRITER***

- Published articles in *The Seattle Times*, *Destination Issaquah*, *Seattle Magazine* and other publications.
- Wrote newsletters, press releases and web content for a variety of clients.

Dec. 2000 – Oct. 2001

**Portland Family Entertainment**

***MARKETING COMMUNICATIONS MANAGER***

- Planned and implemented marketing communications strategies for the start-up organization, including a corporate donation campaign and various outreach programs.
- Served as media advisor and liaison to community-based organizations and civic groups.

**ORGANIZATIONS**

2009 - Present

**Stanford Principal Fellow**

2006 - Present

**New Leaders for New Schools Active Alum**

**ATTACHMENT # 3 TO FORM 1023**  
CONT. OF RESPONSES TO PART V, COMPENSATION AND OTHER FINANCIAL  
ARRANGEMENTS WITH YOUR OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AND  
INDEPENDENT CONTRACTORS; PART V, PAGE 4, LINE 5A

Form: Form 1023  
Name: **Summit Public Schools Washington**  
Address: 210 S. Hudson St.  
Seattle, WA 98134  
EIN: 46-4118400

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*5a. Have you adopted a conflict of interest policy consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as the resolution of your governing board.*

The Governing Board of the Summit Public Schools Washington will adopt a conflict of interest policy by a majority vote during a duly held Board meeting. (Please see proposed conflict of interest policy, which is included in "Exhibit D".)

**ATTACHMENT # 4 TO FORM 1023**

CONT. OF RESPONSES TO PART VI: YOUR MEMBERS AND OTHER INDIVIDUALS AND ORGANIZATIONS THAT RECEIVE BENEFITS FROM YOU, PART VI, PAGE 5, LINE 1A

Form: Form 1023  
Name: **Summit Public Schools Washington**  
Address: 210 S. Hudson St.  
Seattle, WA 98134  
EIN: 46-4118400

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**1a.** *In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals.*

Summit Public Schools Washington ("SPS-WA") will provide a free public education to Washington State students in grades 9-12. For more information, please see the SPS-WA Charter Application, which is included as "Exhibit C."



**ATTACHMENT # 5 TO FORM 1023**

CONT. OF RESPONSES TO PART VI: YOUR MEMBERS AND OTHER INDIVIDUALS AND ORGANIZATIONS THAT RECEIVE BENEFITS FROM YOU, PART VI, PAGE 5, LINE 2

Form: Form 1023  
Name: **Summit Public Schools Washington**  
Address: 210 S. Hudson St.  
Seattle, WA 98134  
EIN: 46-4118400

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*2. Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? ... If "Yes," explain the limitation and how recipients are selected from each program.*

The educational services provided by Summit Public Schools Washington ("SPS-WA") are limited to Washington State students in grades 9-12. For more information, please see the SPS-WA Charter Application, which is included as "Exhibit C."

**ATTACHMENT # 6 TO FORM 1023**

CONT. OF RESPONSES TO PART VI: YOUR MEMBERS AND OTHER INDIVIDUALS AND ORGANIZATIONS THAT RECEIVE BENEFITS FROM YOU, PART VI, PAGE 5, LINE 3

Form: Form 1023  
Name: **Summit Public Schools Washington**  
Address: 210 S. Hudson St.  
Seattle, WA 98134  
EIN: 46-4118400

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*3. Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds.*

Some children of officers, trustees, or highest compensated employees may attend Summit Public Schools Washington.

**ATTACHMENT # 7 TO FORM 1023**

CONT. OF RESPONSES TO PART VIII: YOUR SPECIFIC ACTIVITIES, PART VIII, PAGE 6, LINE  
4A., 4B AND 4D.

Form: Form 1023  
Name: **Summit Public Schools Washington**  
Address: 210 S. Hudson St.  
Seattle, WA 98134  
EIN: 46-4118400

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**4a.** *“Attach a description of each fundraising program.”*

Summit Public Schools Washington (“SPS-WA”) will engage in fundraising to supports its mission and vision. SPS-WA will focus on mail, email, phone, personal, foundation and government grant solicitation. SPS-WA may also accept donations on its website.

**4d.** *“List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.”*

SPS-WA will fundraise in Washington State and throughout the United States. All fundraising will be for the benefit of SPS-WA.

**ATTACHMENT # 8 TO FORM 1023**  
CONT. OF RESPONSES TO PART VIII: YOUR SPECIFIC ACTIVITIES,  
PART VIII, PAGE 8, LINE 15.

Form: Form 1023  
Name: **Summit Public Schools Washington**  
Address: 210 S. Hudson St.  
Seattle, WA 98134  
EIN: 46-4118400

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**4a.** *“Do you have a close connection with any organizations? If “Yes,” explain.”*

Summit Public Schools (“SPS”) (EIN: 26-2034843), a California nonprofit public benefit corporation, which has been recognized as tax-exempt by the Internal Revenue Service pursuant to Internal Revenue Code sections 501(c)(3), 509(a)(1) and 170(b)(1)(A)(ii) is the sole statutory member of Summit Public Schools Washington (“SPS-WA”). (Cal. Corp. Code § 5056; RCW 24.03.005) SPS and SPS-WA are expected to enter into an administrative services/licensing agreement after the Summit Sierra and Olympus Charter Applications are approved.

**ATTACHMENT # 9 TO FORM 1023**  
CONTINUANCE OF RESPONSES TO SCHEDULE B:  
SCHOOLS, COLLEGES, AND UNIVERSITIES: SECTION II, LINE 1B, PAGE 14

Form: Form 1023  
Name: **Summit Public Schools Washington**  
Address: 210 S. Hudson St.  
Seattle, WA 98134  
EIN: 46-4118400

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*1b. Is the primary function of your school the presentation of formal instruction? If "Yes," describe your school in terms of whether it is an elementary, secondary, college, technical, or other type of school.*

Summit Public Schools ("SPS-WA") will provide a free public education to Washington students in grades 9-12. For more information, please see the SPS-WA Charter Application which is included as "Exhibit C."

**ATTACHMENT # 10 TO FORM 1023**  
CONTINUANCE OF RESPONSES TO SCHEDULE B:  
SCHOOLS, COLLEGES, AND UNIVERSITIES: SECTION II, LINE 1B, PAGE 14

Form: Form 1023  
Name: **Summit Public Schools Washington**  
Address: 210 S. Hudson St.  
Seattle, WA 98134  
EIN: 46-4118400

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*2b. Are you a public school because you are operated wholly or predominantly from government funds or property? If "Yes," explain how you are operated wholly or predominantly from government funds or property?*

Summit Public Schools Washington ("SPS-WA") will operate predominantly from government funds. Upon execution of a charter contract SPS-WA will receive an allocation of public funds. As a public charter school, SPS-WA will receive funding based on student enrollment like existing public schools.

# **EXHIBIT A**

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

**SUMMIT PUBLIC SCHOOLS WASHINGTON**

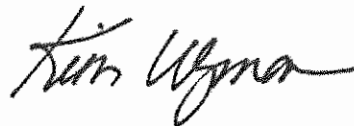
a/an WA Non-Profit Corporation. Charter documents are effective on the date indicated below.

Date: 11/15/2013

UBI Number: 603-349-353



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



Kim Wyman, Secretary of State

Date Issued: 11/15/2013



603 349 353

FILED

NOV 15 2013

WA SECRETARY OF STATE

**ARTICLES OF INCORPORATION**

**OF**

**SUMMIT PUBLIC SCHOOLS WASHINGTON**

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

**ARTICLE 1. NAME**

The name of the corporation is Summit Public Schools Washington.

**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, or in the corporation's Articles of Incorporation or Bylaws, the corporation shall have all powers which now or hereafter are conferred by law upon a corporation organized for the purpose set forth above, or are necessary or

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

### **3.3 Limitations**

#### **3.3.1 Nonprofit Status**

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

#### **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 of Incorporation, to any other organization that then qualifies for exemption under the provisions of Code Section 501(c)(3). Any such assets not so disposed of shall be disposed of by the Superior Court of King County, Washington, exclusively for a Code Section 501(c)(3) purpose or purposes similar to those set forth in Section 3.1 of these Articles of Incorporation, or to such organization or organizations, as said court shall determine, that are organized and operated for similar Code Section 501(c)(3) purposes.

#### **3.3.3 Prohibited Activity**

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

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

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

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

### **3.4 Powers**

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

## **ARTICLE 4. DIRECTORS**

### **4.1 Number**

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

### **4.2 Initial Director(s)**

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

Jimmy Zungia  
610 Bowdoin Lane Apt 102A,  
Stanford, CA 94305

## ARTICLE 5. MEMBERS

The corporation shall have one member. The member shall be Summit Public Schools, a California nonprofit public benefit corporation.

## ARTICLE 6. LIMITATION OF DIRECTOR LIABILITY

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

## ARTICLE 7. INDEMNIFICATION

### 7.1 Right to Indemnification

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

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

## **7.2 Restrictions on Indemnification**

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

## **7.3 Expenses Payable in Advance**

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

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

An Indemnified Person seeking indemnification pursuant to Section 7.1 or Advanced Expenses pursuant to Section 7.3 must first submit to the Board a sworn statement requesting indemnification or Advanced Expenses, as the case may be, and reasonable evidence of all such amounts requested by such Indemnified Person (such statement, a "*Claim*"). If (a) a Claim pursuant to Section 7.1 above is not paid in full by the corporation within 60 days after such Claim has been received by the corporation, or (b) a Claim pursuant to Section 7.3 above is not paid in full by the corporation within 30 days after such Claim has been received by the corporation, then the Indemnified Person may at any time after the expiration of the applicable period bring suit against the

corporation to recover the unpaid amount of such Claim. If an Indemnified Person succeeds in whole or in part in any such suit or in a suit brought by the corporation to recover Advanced Expenses pursuant to the terms of an undertaking, then such Indemnified Person is also entitled to receive reimbursement from the corporation for the expense of prosecuting or defending such suit. The Indemnified Person shall be presumed to be entitled to indemnification under this Article 7 upon submission of a Claim (and, in an action brought to enforce a Claim for Advanced Expenses, where the required undertaking has been delivered to the corporation), and, thereafter, the corporation shall have the burden of proof to overcome the presumption that the Indemnified Person is so entitled.

#### **7.5 Procedures Exclusive**

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

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

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

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

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

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

The corporation may, by action of the Board of Directors, grant rights to indemnification and advancement of expenses to employees and agents or any class or

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

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

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

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

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

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

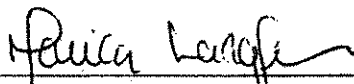
The corporation reserves the right to amend or repeal any of the provisions contained in these Articles of Incorporation in any manner now or hereafter permitted by law.

**ARTICLE 10. INCORPORATOR**

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

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

DATED: Nov. 15, 2013

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



**CONSENT TO APPOINTMENT AS REGISTERED AGENT**

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

Dated: November 14, 2013.

Alicia Langfeldt  
(Signature)

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

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

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



Office of the Secretary of State  
Corporations & Charities Division

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

Congratulations:

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

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

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

## IMPORTANT

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

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

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

# **EXHIBIT B**

**BYLAWS  
OF  
SUMMIT PUBLIC SCHOOLS WASHINGTON**

(A Washington Nonprofit Corporation)

**ARTICLE I  
NAME**

Section 1. NAME. The name of this corporation is Summit Public Schools Washington (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 Member shall from time to time designate. The Member may change the location of the principal office. Any such change of location must be noted by the Secretary on these Bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Member 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**

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 power that do not further the purposes of the Corporation.

The Corporation shall not carry on 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, 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 Internal Revenue 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.

**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 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. 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 director or officer of the Corporation. On liquidation or dissolution, 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 and that has established its exempt status under Internal Revenue Code section 501(c)(3).

## **ARTICLE VI MEMBERSHIP**

Section 1. SOLE MEMBER. Unless and until these Bylaws are amended to provide otherwise, Summit Public Schools, a California nonprofit public benefit corporation, shall be the sole Member of this Corporation (the “Member”) as the term “member” is defined in RCW 24.03.065. The membership of the Member in the Corporation is not transferable.

Section 2. ASSOCIATES. Nothing in this Article VI shall be construed as limiting the right of the Corporation to refer to persons associated with it as “members” even though such persons are not members of the Corporation, and no such reference shall make anyone a member within the meaning of RCW 24.03.065, including honorary or donor members. Such individuals may originate and take part in the discussion of any subject that may properly come before any meeting of the Board, but may not vote. The Corporation may confer by amendment of its Articles of Incorporation or these Bylaws some or all of the rights of a member, as set forth in the Washington Nonprofit Corporation Act, upon any person who does not have the right to vote for the election of directors, on a disposition of substantially all of the Corporation’s assets, on the merger or dissolution of it, or on changes to its Articles of Incorporation or Bylaws, but no such person shall be a member within the meaning of RCW 24.03.065. The Board may also, in its discretion, without establishing memberships, establish an advisory council or honorary board or such other auxiliary groups as it deems appropriate to advise and support the Corporation.

Section 3. RIGHTS OF MEMBER. The Member (as defined in RCW 24.03.065) shall have the right, as set forth in these Bylaws, to elect or appoint members of the Board of Directors, to remove members of the Board of Directors, to vote on the disposition of all or substantially all of the Corporation's assets, to vote on any merger and its principal terms and any amendment of those

terms, and to vote on any election to dissolve the Corporation, and as otherwise required under the Washington Nonprofit Corporation Act and/or set forth in these Bylaws.

## **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 of the Articles of Incorporation or 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 of Directors ("Board"). The Board may delegate the management of the Corporation's activities to any person(s), 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 Section 1 of these Bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

- a. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, except the Chief Regional Officer, agents, and employees; prescribe powers and duties for them as are consistent with the law, the Articles of Incorporation, 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 corporate 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).
- d. Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

Section 3. DESIGNATED DIRECTORS AND TERMS. The number of directors shall be no less than three (3) and no more than nine (9), unless changed by amendments to these Bylaws. All directors shall be designated by the Member. The Board of Directors shall consist of at least three (3) directors unless changed by amendment to these Bylaws.

Except for the initial Board of Directors, each director shall hold office unless otherwise removed from office in accordance with these Bylaws for three (3) year(s) and until a successor director has been designated and qualified. The terms of the Directors shall be staggered to ensure that no more than one-third (1/3) of the directors have less than one year of experience on the Board, with the exception of the initial WA Board.

Section 4. DIRECTORS' TERM. Each director shall hold office for three (3) years and until a successor director has been designated and qualified.

Section 5. RESTRICTION ON BOARD AUTHORITY. The Board shall not, without the prior written approval of the Member, authorize or direct any officer of the Corporation to perform or commit any of the following acts:

- a. Borrow money in the name of the Corporation for corporate purposes in excess of Twenty Five Thousand Dollars (\$25,000) or utilize property (real or personal) owned by the Corporation as security for loans in excess of Twenty Five Thousand Dollars (\$25,000);
- b. Assign, transfer, pledge, compromise or release any of the claims of or debts to the Corporation in excess of Twenty Five Thousand Dollars (\$25,000) except on payment in full, or arbitrate or consent to the arbitration of any dispute or controversy of the Corporation in excess of Twenty Five Thousand Dollars (\$25,000);
- c. Make, execute or deliver any assignment for the benefit of creditors, or any bond, confession of judgment, chattel mortgage, security agreement, deed, guaranty, indemnity bond, surety bond, or contract to sell or bill of sale of the property of the Corporation in excess of Twenty Five Thousand Dollars (\$25,000);
- d. Acquire, purchase, develop, improve, sell, lease or mortgage any corporate real estate or any interest therein or enter into any contract for any such purposes in excess of Twenty Five Thousand Dollars (\$25,000);
- e. Make any loan or investment of any assets of the Corporation, or enter into any contract or incur any liabilities on behalf of the Corporation other than for fair consideration or in the ordinary course of business relating to its normal daily operation;
- f. Approve the sale, lease, conveyance, exchange, transfer, or other disposition of all or substantially all of the assets of the Corporation;
- g. Approve the principal terms of a merger of the Corporation with another organization;
- h. Approve the filing of a petition for the involuntary dissolution of the Corporation if statutory grounds for such a dissolution exist;
- i. Approve the voluntary dissolution of the Corporation or the revocation of such an election to dissolve it;
- j. Approve, repeal or amend the Bylaws; or
- k. Appoint or remove any member of the Board of Directors.

Section 6. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any

director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office 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; (c) the increase of the authorized number of directors; or (d) the failure of the Member, at any meeting of the Member at which any director or directors are to be elected, to elect the number of directors required to be elected at such meeting.

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 Chief Regional Officer, or 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 Member 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 the Corporation would be left without a duly elected Director in charge of its affairs.

Section 9. REMOVAL OF DIRECTORS. A Director may only be removed by the Member. The Member may remove a Director with or without cause.

Section 10. VACANCIES FILLED BY MEMBER. Vacancies on the Board of Directors shall be filled by the Member.

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 shall be held at the principal office of the Corporation. The Board of Directors may designate that a meeting be held at any place within Washington that has been designated by resolution of the Board of Directors or in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Open Public Meetings Act RCW 42.30.

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. 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 at any meeting required to be open to the public vote by secret ballot. Any vote taken in violation of this section shall be null and void.



Section 14. ANNUAL MEETINGS. The Board of Directors shall meet annually for the purpose of organization and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as may be specified and noticed by resolution of the Board of Directors. Prior notice of all meetings shall be provided to the Member.

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 seventy-two (72) hours before a regular meeting, the Board or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. The agenda shall specify the time and location for the regular meeting and shall be posted in a location that is freely accessible to members of the public, or on the Corporation's internet web site, if the Corporation has one, and at the site of each charter school operated by the Corporation. The agenda shall include information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services may be made by a person with a disability who requires modification or accommodation in order to participate in the public meeting. The agenda shall provide an opportunity for members of the public to directly address the Board on any item of interest to the public before or during the Board's consideration of the item, that is within the authority of the Board. Except as otherwise permitted by the Open Public Meetings Act, no action or discussion shall be undertaken on any item not appearing on the posted agenda.

Section 16. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the President of Directors, if there is such an officer, or a majority of the Board of Directors. If a President has not been elected then the Chief Regional Officer 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 of the Board 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

(2) Notice of a special meeting called under 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 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 (a) and (b) of this section shall specify the time and place of the special meeting and the business to be transacted. Final disposition shall not be taken on any other matter at such meetings by the Board.

(4) The notices provided in this section may be dispensed with in the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage.

Section 17. EMERGENCY MEETINGS. In the event of an emergency, as defined by RCW 42.30.070, and there is a need for expedited action by the Board to meet the emergency, the President may provide for a meeting site other than the regular meeting site and the notice requirements of RCW 42.30.070 shall be suspended during such emergency.

Section 18. QUORUM. A majority of the directors then in office shall constitute a quorum. All acts or decisions of the Board of Directors will be by majority vote based upon the presence of a quorum. Should there be fewer than a majority of the directors present at any meeting, the meeting shall be adjourned. Directors may not vote by proxy.

Section 19. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the in the Open Public Meetings Act are complied with.

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 majority vote of the Board. In such a session, final disposition may be taken only on matters appearing on the agenda. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in this section shall prohibit the Board from establishing a procedure for readmitting an individual or individuals not responsible for disturbing the orderly conduct of the meeting.

Section 21. ADJOURNMENT. The Board of the Corporation 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 of the Board 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 section 16 for special meetings, unless such notice is waived as provided for special meetings. Whenever any meeting is adjourned a copy of the order or notice of adjournment shall be conspicuously posted immediately after the time of the adjournment on or near the door of the place where the regular, adjourned regular, special, or adjourned special meeting was held. When a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings by resolution.

Section 22. COMPENSATION AND REIMBURSEMENT. Directors may receive such compensation, if any, for their services as directors or officers, and such reimbursement of expenses, as the Board of Directors may establish by resolution to be just and reasonable as to the Corporation at the time that the resolution is adopted.

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 of Directors shall be by majority vote of the authorized number of directors. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, 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 Member or Board of Directors;
- b. Fill vacancies on the Board of Directors or any committee of the Board;
- c. Fix compensation of the directors for serving on the Board of Directors or on any committee;
- d. Amend or repeal Bylaws or adopt new Bylaws;

- e. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;
- f. Create any other committees of the Board of Directors or appoint the members of committees of the Board;
- g. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or
- h. 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 of Directors shall be governed by, held, and taken under the provisions of these Bylaws concerning meetings, other Board of Directors' 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 of Directors' resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these Bylaws. If the Board of Directors has not adopted rules, the committee may do so.

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

Section 26. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Corporation and the Board of Directors 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 Regional Officer, a President, a Secretary, and a Chief Financial Officer. The Corporation, at the Board's direction, may also have a President, one or more Vice-Presidents, 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 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 neither the Secretary nor the Chief Financial Officer may serve concurrently as the Chief Regional Officer or the President.

Section 3. ELECTION OF OFFICERS. The officers of this Corporation, except the Chief Regional Officer, shall be chosen annually by the Board of Directors and shall serve at the

pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 4. APPOINTMENT OF OTHER OFFICERS. The Board of Directors may appoint and authorize the President, the Chief Regional Officer, or another officer to appoint 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 the 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 of Directors may remove any officer with or without cause. An officer who was not chosen by the Board of Directors may be removed by any other officer on whom the Board of Directors 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 need not be filled on an annual basis.

Section 8. PRESIDENT. The President shall preside at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 9. CHIEF REGIONAL OFFICER. The Chief Regional Officer shall be selected by the Member. Subject to such supervisory powers as the Board of Directors may give to the President, if any, and subject to the control of the Board, and subject to Chief Regional Officer's contract of employment, the Chief Regional Officer shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The Chief Regional Officer shall have such other powers and duties as the Board of Directors or the 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 of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. 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, if special or emergency, how authorized; the notice given; and the names of the directors present at Board of Directors and committee meetings.

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

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Directors 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 other duties as the Board of Directors or the Bylaws may require.

Section 11. CHIEF FINANCIAL OFFICER. The Chief Financial Officer 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 Chief Financial Officer 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 Chief Financial Officer 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 of Directors may designate; (b) disburse the Corporation's funds as the Board of Directors may order; (c) render to the President, Chief Regional Officer, and the Board, when requested, an account of all transactions as Chief Financial Officer 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 Chief Financial Officer shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board of Directors 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 Chief Financial Officer on his or her death, resignation, retirement, or removal from office.

## **ARTICLE IX CONTRACTS WITH DIRECTORS**

Section 1. CONTRACTS WITH DIRECTORS. The Corporation shall not enter into a contract or transaction in which a director 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 are directors and have a material financial interest).

## **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 (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Corporation's Conflict of Interest Policy 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 its name unless authorized by a resolution of the

Board. Such authority may be general or confined to specific instances. In addition, the Corporation may not pledge, assign, or encumber any public funds received or to be received pursuant to RCW 28A.710.220.

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, 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 4 of this Article XII, 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.

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.08.310 ct; 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 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 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 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 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 or Advanced Expenses pursuant to Section 3 of Article XII must first submit to the Board a sworn statement requesting indemnification or Advanced Expenses, as the case may be, and reasonable evidence of all such amounts requested by such Indemnified Person (such statement, a "*Claim*"). If (a) a Claim pursuant to Section 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 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 XII 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.

**Section 5. PROCEDURES EXCLUSIVE.** Pursuant to RCW 24.03.043 of the Washington Nonprofit Corporation Act in reference to RCW 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 VII are in lieu of the procedures required by RCW 23B.08.550 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 (a) any statute, (b) provision of these Articles of Incorporation, (c) the Bylaws of the corporation, (d) by general or specific action of the Board of Directors, (e) by contract or (f) otherwise.

### **ARTICLE XIII INSURANCE**

**Section 1. INSURANCE.** This Corporation shall have the right to purchase and maintain insurance to 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 committees of the Board, which shall also be promptly provided to the Member; 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. The Member and every 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 Washington and federal law. The inspection may be made in person or by the Member or 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 Washington or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. ACCOUNTING RECORDS AND MINUTES. On written demand on the Corporation, the Member and any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the Member interest as a Member or director's interest as a director. Any such inspection and copying may be made in person or by the Member or 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 Washington 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 business office in Washington, the Secretary shall, on the written request of any director, furnish to that director a copy of the Articles of Incorporation and Bylaws, as amended to the current date.

**ARTICLE XVI  
REQUIRED REPORTS**

Section 1. ANNUAL REPORTS. The Board of Directors shall cause an annual report to be sent to the Member and itself (the members of the Board of Directors) within 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, or 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 certificate of 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 to the Member and all directors, or as a separate document if no annual report is issued, the Corporation shall, within 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" 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 either:
  - (1) Any director or officer of the Corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or
  - (2) Any holder of more than 10 percent of the voting power of the Corporation, its parent, or its subsidiary. The 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 Member 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 of Incorporation, or any laws.

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

**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 months ending 12/31.

Section 2. RULES OF PROCEDURE. The rules of procedure at meetings of the Board and committees of the Board shall be rules contained in Roberts' Rules of Order on Parliamentary Procedure, Newly Revised, so far as applicable and when not inconsistent with these Bylaws, the Articles of Incorporation or any resolution of the Board.

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.

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected and acting Secretary of Summit Public Schools Washington, a Washington nonprofit corporation; that these Bylaws, consisting of 19 pages, are the Bylaws of this corporation as adopted by the Board of Directors on \_\_\_\_\_; and that these Bylaws have not been amended or modified since that date.

Executed on \_\_\_\_\_ at \_\_\_\_\_, Washington.

\_\_\_\_\_

\_\_\_\_\_, Secretary

# **EXHIBIT D**

## **CONFLICTS OF INTEREST POLICY**

### **SUMMIT PUBLIC SCHOOLS WASHINGTON**

#### **Article I Purpose**

The purpose of the conflict of interest policy is to protect Summit Public Schools Washington's ("SPS-WA") interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of SPS-WA 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:

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

#### **Article III Procedures**

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

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

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

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

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

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether SPS-WA 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 SPS-WA's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

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

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

## **Article IV Records of Proceedings**

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

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

## **Article V Compensation**

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

## **Article VI Annual Statements**

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

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands that SPS-WA is non-profit and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

## **Article VII**



## **Periodic Reviews**

To ensure that SPS-WA 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 SPS-WA's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

## **Article VIII Use of Outside Experts**

When conducting the periodic reviews as provided for in Article VII, SPS-WA 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.

# **EXHIBIT E**

**Revised Code of Washington (RCW)**  
**Chapter 28A.710 RCW**  
**CHARTER SCHOOLS**

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**28A.710.005**

**Findings — 2013 c 2 (Initiative Measure No. 1240).**

(1) The people of the state of Washington in enacting this initiative measure find:

(a) In accordance with Article IX, section 1 of the state Constitution, "it is the paramount duty of the state to make ample provision for the education of all children residing within its borders, without distinction or preference on account of race, color, caste, or sex";

(b) All students deserve excellent educational opportunities and the highest quality standards of public education available;

(c) Many of our public schools are failing to address inequities in educational opportunities for all students, including academic achievement, drop-out rates, and other measures of educational success for students across all economic, racial, ethnic, geographic, and other groups;

(d) It is a priority of the people of the state of Washington to improve the quality of our public schools and the education and academic achievement of all students throughout our state;

(e) Forty-one states have public charter schools with many ranked higher in student performance than Washington's schools;

(f) Allowing public charter schools in Washington will give parents more options to find the best learning environment for their children;

(g) Public charter schools free teachers and principals from burdensome regulations that limit other public schools, giving them the flexibility to innovate and make decisions about staffing, curriculum, and learning opportunities to improve student achievement and outcomes;

(h) Public charter schools are designed to find solutions to problems that affect chronically underperforming schools and to better serve at-risk students who most need help;

(i) Public charter schools have cost-effectively improved student performance and academic achievement for students throughout the country, especially for students from the lowest-performing public schools;

(j) Public charter schools serving low-income, urban students often outperform traditional public schools in improving student outcomes and are closing the achievement gap for at-risk students;

(k) The Washington supreme court recently concluded, in *McLeary v. State*, that "The State has failed to meet its duty under Article IX, section 1 [to amply provide for the education of all children within its borders] by consistently providing school districts with a level of resources that falls short of the actual costs of the basic education program";

(l) The opportunity to provide education through public charter schools will create efficiencies in the use of the resources the state provides to school districts;

(m) Public charter schools, as authorized in chapter 2, Laws of 2013, are "common schools" and part of the "general and uniform system of public schools" provided by the legislature as required by Article IX, section 2 of the state Constitution; and

(n) This initiative will:

(i) Allow a maximum of up to forty public charter schools to be established over a five-year period as independently managed public schools operated only by qualified nonprofit organizations approved by the state;

(ii) Require that teachers in public charter schools be held to the same certification requirements as teachers in other public schools;

(iii) Require that there will be annual performance reviews of public charter schools created under this measure, and that the performance of these schools be evaluated to determine whether additional public charter schools should be allowed;

(iv) Require that public charter schools be free and open to all students just like traditional public schools are, and that students be selected by lottery to ensure fairness if more students apply than a school can accommodate;

(v) Require that public charter schools be subject to the same academic standards as existing public schools;

(vi) Require public charter schools to be authorized and overseen by a state charter school commission, or by a local school board;

(vii) Require that public charter schools receive funding based on student enrollment just like existing public schools;

(viii) Allow public charter schools to be free from many regulations so that they have more flexibility to set curriculum and budgets, hire and fire teachers and staff, and offer more customized learning experiences for students; and

(ix) Give priority to opening public charter schools that serve at-risk student populations or students from low-performing public schools.

(2) Therefore, the people enact this initiative measure to authorize a limited number of public charter schools in the state of Washington, to be operated by qualified nonprofit organizations with strong accountability and oversight, and to evaluate the performance of these schools and potential benefits of new models for improving academic achievement for all students.

[2013 c 2 § 101 (Initiative Measure No. 1240, approved November 6, 2012).]

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## **28A.710.010**

### **Definitions.**

The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

(1) "Applicant" means a nonprofit corporation that has submitted an application to an authorizer. The nonprofit corporation 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.

(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.

(3) "Authorizer" means an entity approved under RCW 28A.710.090 to review, approve, or reject charter school applications; enter into, renew, or revoke charter contracts with applicants; and oversee the charter schools the entity has authorized.

(4) "Charter contract" means a fixed term, renewable contract between a charter school and an authorizer that outlines the roles, powers, responsibilities, and performance expectations for each party to the contract.

(5) "Charter school" or "public charter school" means a public school governed by a charter school board and operated according to the terms of a charter contract executed under this chapter and includes a new charter school and a conversion charter school.

(6) "Charter school board" means the board of directors appointed or selected under the terms of a charter application to manage and operate the charter school.

(7) "Commission" means the Washington charter school commission established in RCW 28A.710.070.

(8) "Conversion charter school" means a charter school created by converting an existing noncharter public school in its entirety to a charter school under this chapter.

(9) "New charter school" means any charter school established under this chapter that is not a

conversion charter school.

(10) "Parent" means a parent, guardian, or other person or entity having legal custody of a child.

(11) "Student" means any child eligible under RCW 28A.225.160 to attend a public school in the state.

[2013 c 2 § 201 (Initiative Measure No. 1240, approved November 6, 2012).]

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## **28A.710.020**

### **Charter schools — Parameters.**

A charter school established under this chapter:

- (1) Is a public, common school open to all children free of charge;
- (2) Is a public, common school offering any program or course of study that a noncharter public school may offer, including one or more of grades kindergarten through twelve;
- (3) Is governed by a charter school board according to the terms of a renewable, five-year charter contract executed under RCW

28A.710.160;

- (4) Is a public school to which parents choose to send their children;
- (5) Functions as a local education agency under applicable federal laws and regulations and is responsible for meeting the requirements of local education agencies and public schools under those federal laws and regulations, including but not limited to compliance with the individuals with disabilities education improvement act (20 U.S.C. Sec. 1401 et seq.), the federal educational rights and privacy act (20 U.S.C. Sec. 1232g), and the elementary and secondary education act (20 U.S.C. Sec. 6301 et seq.).

[2013 c 2 § 202 (Initiative Measure No. 1240, approved November 6, 2012).]

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## **28A.710.030**

### **Charter school boards — Powers.**

(1) To carry out its duty to manage and operate the charter school and carry out the terms of its charter contract, a charter school board may:

- (a) Hire, manage, and discharge any charter school employee in accordance with the terms of this chapter and that school's charter contract;

(b) Receive and disburse funds for the purposes of the charter school;

(c) Enter 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 to the same extent as other noncharter public schools, as long as the charter school board maintains oversight authority over the charter school. Contracts for management operation of the charter school may only be with nonprofit organizations;

(d) Rent, lease, purchase, or own real property. All charter contracts and contracts with other entities must 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;

(e) Issue 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: PROVIDED, That the public charter school may not pledge, assign, or encumber any public funds received or to be received pursuant to RCW

28A.710.220. The debt is not a general, special, or moral obligation of the state, the charter school authorizer, the school district in which the charter school is located, or any other political subdivision or agency of the state. Neither the full faith and credit nor the taxing power of the state or any political subdivision or agency of the state may be pledged for the payment of the debt;

(f) Solicit, accept, and administer for the benefit of the charter school and its students, gifts, grants, and donations from individuals or public or private entities, excluding from sectarian or religious organizations. Charter schools may not accept any gifts or donations the conditions of which violate this chapter or other state laws; and

(g) Issue diplomas to students who meet state high school graduation requirements established under RCW 28A.230.090. A charter school board may establish additional graduation requirements.

(2) A charter school board may not levy taxes or issue tax-backed bonds. A charter school board may not acquire property by eminent domain.

[2013 c 2 § 203 (Initiative Measure No. 1240, approved November 6, 2012).]

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## **28A.710.040**

### **Charter schools — Requirements.**

(1) A charter school must operate according to the terms of its charter contract and the provisions of this chapter.

(2) All charter schools must:

(a) 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) and chapter 28A.640 RCW (sexual equality);

(b) Provide basic education, as provided in RCW 28A.150.210, including instruction in the essential academic learning requirements and participate in the statewide student assessment system as developed under RCW 28A.655.070;

(c) Employ certificated instructional staff as required in RCW 28A.410.025: PROVIDED, That charter schools may hire noncertificated instructional staff of unusual competence and in exceptional cases as specified in RCW 28A.150.203(7);

(d) Comply with the employee record check requirements in RCW 28A.400.303;

(e) 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;

(f) Comply with the annual performance report under RCW 28A.655.110;

(g) Be subject to the performance improvement goals adopted by the state board of education under RCW 28A.305.130;

(h) Comply with the open public meetings act in chapter 42.30 RCW and public records requirements in chapter 42.56 RCW; and

(i) Be subject to and comply with legislation enacted after December 6, 2012, governing the operation and management of charter schools.

(3) Public charter schools must comply with all state statutes and rules made applicable to the charter school in the school's charter contract and are subject to the specific state statutes and rules identified in subsection (2) of this section. Charter schools are not subject to and are exempt from all other state statutes and rules applicable to school districts and school district boards of directors, for the purpose of allowing flexibility to innovate in areas such as scheduling, personnel, funding, and educational programs in order to improve student outcomes and academic achievement. Charter schools are exempt from all school district policies except policies made applicable in the school's charter contract.

(4) No charter school may engage in any sectarian practices in its educational program, admissions or employment policies, or operations.

(5) Charter schools are 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 provided in chapter 2, Laws of 2013.

[2013 c 2 § 204 (Initiative Measure No. 1240, approved November 6, 2012).]



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**28A.710.050****Admission and enrollment of students — Capacity — Specialized learning environments.**

(1) A charter school may not limit admission on any basis other than age group, grade level, or capacity and must enroll all students who apply within these bases. A charter school is open to any student regardless of his or her location of residence.

(2) A charter school may 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.

(3) A conversion charter school must provide sufficient capacity to enroll all students who wish to remain enrolled in the school after its conversion to a charter school, and may not displace students enrolled before the chartering process.

(4) If capacity is insufficient to enroll all students who apply to a charter school, the charter school must select students through a lottery to ensure fairness. However, a charter school must give an enrollment preference to siblings of already enrolled students.

(5) The capacity of a charter school must be determined annually by the charter school board in consultation with the charter authorizer and with consideration of the charter school's ability to facilitate the academic success of its students, achieve the objectives specified in the charter contract, and assure that its student enrollment does not exceed the capacity of its facility. An authorizer may not restrict the number of students a charter school may enroll.

(6) Nothing in this section prevents formation of a charter school whose mission is to offer a specialized learning environment and services for particular groups of students, such as at-risk students, students with disabilities, or students who pose such severe disciplinary problems that they warrant a specific educational program. Nothing in this section prevents formation of a charter school organized around a special emphasis, theme, or concept as stated in the school's application and charter contract.

[2013 c 2 § 205 (Initiative Measure No. 1240, approved November 6, 2012).]

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**28A.710.060****Enrollment options information — Earned credits — Access to district-sponsored interscholastic programs.**

(1) School districts must provide information to parents and the general public about charter schools located within the district as an enrollment option for students.

(2) If a student who was previously enrolled in a charter school enrolls in another public school in the state, the student's new school must accept credits earned by the student in the charter school in the same manner and according to the same criteria that credits are accepted from other public schools.

(3) A charter school is eligible for state or district-sponsored interscholastic programs, awards, scholarships, or competitions to the same extent as other public schools.

[2013 c 2 § 206 (Initiative Measure No. 1240, approved November 6, 2012).]

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## **28A.710.070**

### **Washington charter school commission.**

(1) The Washington charter school commission is established as an independent state agency whose mission is to authorize high quality public charter schools throughout the state, particularly schools designed to expand opportunities for at-risk students, and to ensure the highest standards of accountability and oversight for these schools. The commission shall, through its management, supervision, and enforcement of the charter contracts, administer the portion of the public common school system consisting of the charter schools it authorizes as provided in this chapter, in the same manner as a school district board of directors, through its management, supervision, and enforcement of the charter contracts, and pursuant to applicable law, administers the charter schools it authorizes.

(2) The commission shall consist of nine members, no more than five of whom shall be members of the same political party. Three members shall be appointed by the governor; three members shall be appointed by the president of the senate; and three members shall be appointed by the speaker of the house of representatives. The appointing authorities shall assure diversity among commission members, including representation from various geographic areas of the state and shall assure that at least one member is a parent of a Washington public school student.

(3) Members appointed to the commission shall collectively possess strong experience and expertise in public and nonprofit governance; management and finance; public school leadership, assessment, curriculum, and instruction; and public education law. All members shall have demonstrated an understanding of and commitment to charter schooling as a strategy for strengthening public education.

(4) Members shall be appointed to four-year, staggered terms, with initial appointments from each of the appointing authorities consisting of one member appointed to a one-year term, one member appointed to a two-year term, and one member appointed to a three-year term, all of whom thereafter may be reappointed for a four-year term. No member may serve more than two consecutive terms. Initial appointments must be made no later than ninety days after December 6, 2012.

(5) Whenever a vacancy on the commission exists, the original appointing authority must appoint a member for the remaining portion of the term within no more than thirty days.

(6) Commission members shall serve without compensation but may be reimbursed for travel expenses as authorized in RCW

43.03.050 and 43.03.060.

(7) Operational and staff support for the commission shall be provided by the office of the governor until the commission has sufficient resources to hire or contract for separate staff support, who shall reside within the office of the governor for administrative purposes only.

(8) RCW 28A.710.090 and 28A.710.120 do not apply to the commission.

[2013 c 2 § 208 (Initiative Measure No. 1240, approved November 6, 2012).]

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## **28A.710.080**

### **Charter school authorizers — Eligibility.**

The following entities are eligible to be authorizers of charter schools:

(1) The Washington charter school commission established under RCW

28A.710.070, for charter schools located anywhere in the state; and

(2) School district boards of directors that have been approved by the state board of education under \*RCW 28A.710.090 before authorizing a charter school, for charter schools located within the school district's own boundaries.

[2013 c 2 § 207 (Initiative Measure No. 1240, approved November 6, 2012).]

#### **Notes:**

\***Reviser's note:** RCW 28A.710.090 provides an approval process for charter school authorizers.

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## **28A.710.090**

### **Charter school authorizers — Approval process.**

(1) The state board of education shall establish an annual application and approval process and timelines for entities seeking approval to be charter school authorizers. The initial process and timelines must be established no later than ninety days after December 6, 2012.

(2) At a minimum, each applicant must submit to the state board:

- (a) The applicant's strategic vision for chartering;
- (b) A plan to support the vision presented, including explanation and evidence of the applicant's budget and personnel capacity and commitment to execute the responsibilities of quality charter authorizing;
- (c) A draft or preliminary outline of the request for proposals that the applicant would, if approved as an authorizer, issue to solicit charter school applicants;
- (d) A draft of the performance framework that the applicant would, if approved as an authorizer, use to guide the establishment of a charter contract and for ongoing oversight and evaluation of charter schools;
- (e) A draft of the applicant's proposed renewal, revocation, and nonrenewal processes, consistent with RCW

28A.710.190 and 28A.710.200;

(f) A statement of assurance that the applicant seeks to serve as an authorizer in fulfillment of the expectations, spirit, and intent of this chapter, and that if approved as an authorizer, the applicant will fully participate in any authorizer training provided or required by the state; and

(g) A statement of assurance that the applicant will provide public accountability and transparency in all matters concerning charter authorizing practices, decisions, and expenditures.

(3) The state board of education shall consider the merits of each application and make its decision within the timelines established by the board.

(4) Within thirty days of making a decision to approve an application under this section, the state board of education must execute a renewable authorizing contract with the entity. The initial term of an authorizing contract shall be six years. The authorizing contract must specify each approved entity's agreement to serve as an authorizer in accordance with the expectations of this chapter, and may specify additional performance terms based on the applicant's proposal and plan for chartering. No approved entity may commence charter authorizing without an authorizing contract in effect.

[2013 c 2 § 209 (Initiative Measure No. 1240, approved November 6, 2012).]

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## **28A.710.100**

### **Charter school authorizers — Powers and duties — Delegation of authority — Annual report — Liability.**

(1) Authorizers are responsible for:

(a) Soliciting and evaluating charter applications;

(b) Approving quality charter applications that meet identified educational needs and promote a diversity of educational choices;

(c) Denying weak or inadequate charter applications;

(d) Negotiating and executing sound charter contracts with each authorized charter school;

(e) Monitoring, in accordance with charter contract terms, the performance and legal compliance of charter schools including, without limitation, education and academic performance goals and student achievement; and

(f) Determining whether each charter contract merits renewal, nonrenewal, or revocation.

(2) An authorizer may delegate its responsibilities under this section to employees or contractors.

(3) All authorizers must develop and follow chartering policies and practices that are consistent with the principles and standards for quality charter authorizing developed by the national association of charter school authorizers in at least the following areas:

(a) Organizational capacity and infrastructure;

(b) Soliciting and evaluating charter applications;

(c) Performance contracting;

(d) Ongoing charter school oversight and evaluation; and

(e) Charter renewal decision making.

(4) Each authorizer must submit an annual report to the state board of education, according to a timeline, content, and format specified by the board, which includes:

(a) The authorizer's strategic vision for chartering and progress toward achieving that vision;

(b) The academic and financial performance of all operating charter schools overseen by the authorizer, including the progress of the charter schools based on the authorizer's performance framework;

(c) The status of the authorizer's charter school portfolio, identifying all charter schools in each of the following categories: Approved but not yet open, operating, renewed, transferred, revoked, not renewed, voluntarily closed, or never opened;

(d) The authorizer's operating costs and expenses detailed in annual audited financial statements that conform with generally accepted accounting principles; and

(e) The services purchased from the authorizer by the charter schools under its jurisdiction under RCW

28A.710.110, including an itemized accounting of the actual costs of these services.

(5) Neither an authorizer, individuals who comprise the membership of an authorizer in their official capacity, nor the employees of an authorizer are liable for acts or omissions of a charter school they authorize.

(6) No employee, trustee, agent, or representative of an authorizer may simultaneously serve as an employee, trustee, agent, representative, vendor, or contractor of a charter school under the jurisdiction of that authorizer.

[2013 c 2 § 210 (Initiative Measure No. 1240, approved November 6, 2012).]

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### **28A.710.110**

#### **Authorizer oversight fee — Establishment — Use.**

(1) The state board of education shall establish a statewide formula for an authorizer oversight fee, which shall be calculated as a percentage of the state operating funding allocated under RCW

28A.710.220 to each charter school under the jurisdiction of an authorizer, but may not exceed four percent of each charter school's annual funding. The office of the superintendent of public instruction shall deduct the oversight fee from each charter school's allocation under RCW 28A.710.220 and transmit the fee to the appropriate authorizer.

(2) The state board of education may establish a sliding scale for the authorizer oversight fee, with the funding percentage decreasing after the authorizer has achieved a certain threshold, such as after a certain number of years of authorizing or after a certain number of charter schools have been authorized.

(3) An authorizer must use its oversight fee exclusively for the purpose of fulfilling its duties under RCW 28A.710.100.

(4) An authorizer may provide contracted, fee-based services to charter schools under its jurisdiction that are in addition to the oversight duties under RCW 28A.710.100. An authorizer may not charge more than market rates for the contracted services provided. A charter school may not be required to purchase contracted services from an authorizer. Fees collected by the authorizer under this subsection must be separately accounted for and reported annually to the state board of education.

[2013 c 2 § 211 (Initiative Measure No. 1240, approved November 6, 2012).]

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### **28A.710.120**

#### **Oversight of authorizers — Notification of identified problems —**

## **Process for revocation of authorizer's authority — Timelines for actions.**

(1) The state board of education is responsible for overseeing the performance and effectiveness of all authorizers approved under RCW

28A.710.090.

(2) Persistently unsatisfactory performance of an authorizer's portfolio of charter schools, a pattern of well-founded complaints about the authorizer or its charter schools, or other objective circumstances may trigger a special review by the state board of education.

(3) In reviewing or evaluating the performance of authorizers, the board must apply nationally recognized principles and standards for quality charter authorizing. Evidence of material or persistent failure by an authorizer to carry out its duties in accordance with the principles and standards constitutes grounds for revocation of the authorizing contract by the state board, as provided under this section.

(4) If at any time the state board of education finds that an authorizer is not in compliance with a charter contract, its authorizing contract, or the authorizer duties under RCW 28A.710.100, the board must notify the authorizer in writing of the identified problems, and the authorizer shall have reasonable opportunity to respond and remedy the problems.

(5) If an authorizer persists after due notice from the state board of education in violating a material provision of a charter contract or its authorizing contract, or fails to remedy other identified authorizing problems, the state board of education shall notify the authorizer, within a reasonable amount of time under the circumstances, that it intends to revoke the authorizer's chartering authority unless the authorizer demonstrates a timely and satisfactory remedy for the violation or deficiencies.

(6) In the event of revocation of any authorizer's chartering authority, the state board of education shall manage the timely and orderly transfer of each charter contract held by that authorizer to another authorizer in the state, with the mutual agreement of each affected charter school and proposed new authorizer. The new authorizer shall assume the existing charter contract for the remainder of the charter term.

(7) The state board of education must establish timelines and a process for taking actions under this section in response to performance deficiencies by an authorizer.

[2013 c 2 § 212 (Initiative Measure No. 1240, approved November 6, 2012).]

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## **28A.710.130**

### **Charter school applications — Request for proposals, content — Charter school application, content.**

(1)(a) Each authorizer must annually issue and broadly publicize a request for proposals for charter school applicants by the date established by the state board of education under RCW

28A.710.140.

(b) Each authorizer's request for proposals must:

(i) Present the authorizer's strategic vision for chartering, including a clear statement of any preferences the authorizer wishes to grant to applications that employ proven methods for educating at-risk students or students with special needs;

(ii) Include or otherwise direct applicants to the performance framework that the authorizer has developed for charter school oversight and evaluation in accordance with RCW 28A.710.170;

(iii) Provide the criteria that will guide the authorizer's decision to approve or deny a charter application; and

(iv) State clear, appropriately detailed questions as well as guidelines concerning the format and content essential for applicants to demonstrate the capacities necessary to establish and operate a successful charter school.

(2) A charter school application must provide or describe thoroughly all of the following elements of the proposed school plan:

(a) An executive summary;

(b) The mission and vision of the proposed charter school, including identification of the targeted student population and the community the school hopes to serve;

(c) The location or geographic area proposed for the school and the school district within which the school will be located;

(d) The grades to be served each year for the full term of the charter contract;

(e) Minimum, planned, and maximum enrollment per grade per year for the term of the charter contract;

(f) Evidence of need and parent and community support for the proposed charter school;

(g) Background information on the proposed founding governing board members and, if identified, the proposed school leadership and management team;

(h) The school's proposed calendar and sample daily schedule;

(i) A description of the academic program aligned with state standards;

(j) A description of the school's proposed instructional design, including the type of learning environment; class size and structure; curriculum overview; and teaching methods;

(k) Evidence that the educational program is based on proven methods;



(l) The school's plan for using internal and external assessments to measure and report student progress on the performance framework developed by the authorizer in accordance with RCW 28A.710.170;

(m) The school's plans for identifying, successfully serving, and complying with applicable laws and regulations regarding students with disabilities, students who are limited English proficient, students who are struggling academically, and highly capable students;

(n) A description of cocurricular or extracurricular programs and how they will be funded and delivered;

(o) Plans and timelines for student recruitment and enrollment, including targeted plans for recruiting at-risk students and including lottery procedures;

(p) The school's student discipline policies, including for special education students;

(q) An organization chart that clearly presents the school's organizational structure, including lines of authority and reporting between the governing board, staff, any related bodies such as advisory bodies or parent and teacher councils, and any external organizations that will play a role in managing the school;

(r) A clear description of the roles and responsibilities for the governing board, the school's leadership and management team, and any other entities shown in the organization chart;

(s) A staffing plan for the school's first year and for the term of the charter;

(t) Plans for recruiting and developing school leadership and staff;

(u) The school's leadership and teacher employment policies, including performance evaluation plans;

(v) Proposed governing bylaws;

(w) An explanation of proposed partnership agreement, if any, between a charter school and its school district focused on facilities, budgets, taking best practices to scale, and other items;

(x) Explanations of any other partnerships or contractual relationships central to the school's operations or mission;

(y) Plans for providing transportation, food service, and all other significant operational or ancillary services;

(z) Opportunities and expectations for parent involvement;

(aa) A detailed school start-up plan, identifying tasks, timelines, and responsible individuals;

(bb) A description of the school's financial plan and policies, including financial controls and audit requirements;

(cc) A description of the insurance coverage the school will obtain;

(dd) Start-up and five-year cash flow projections and budgets with clearly stated assumptions;

(ee) Evidence of anticipated fund-raising contributions, if claimed in the application; and

(ff) A sound facilities plan, including backup or contingency plans if appropriate.

(3) In the case of an application to establish a conversion charter school, the applicant must also demonstrate support for the proposed conversion by a petition signed by a majority of teachers assigned to the school or a petition signed by a majority of parents of students in the school.

(4) In the case of an application where the proposed charter school intends to contract with a nonprofit education service provider for substantial educational services, management services, or both, the applicant must:

(a) Provide evidence of the nonprofit education service provider's success in serving student populations similar to the targeted population, including demonstrated academic achievement as well as successful management of nonacademic school functions if applicable;

(b) Provide a term sheet setting forth the proposed duration of the service contract; roles and responsibilities of the governing board, the school staff, and the service provider; scope of services and resources to be provided by the service provider; performance evaluation measures and timelines; compensation structure, including clear identification of all fees to be paid to the service provider; methods of contract oversight and enforcement; investment disclosure; and conditions for renewal and termination of the contract; and

(c) Disclose and explain any existing or potential conflicts of interest between the charter school board and proposed service provider or any affiliated business entities.

(5) In the case of an application from an applicant that operates one or more schools in any state or nation, the applicant must provide evidence of past performance, including evidence of the applicant's success in serving at-risk students, and capacity for growth.

(6) Applicants may submit a proposal for a particular public charter school to no more than one authorizer at a time.

[2013 c 2 § 213 (Initiative Measure No. 1240, approved November 6, 2012).]

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## **28A.710.140**

### **Charter applications — Submission — Approval or denial.**

(1) The state board of education must establish an annual statewide timeline for charter application submission and approval or denial, which must be followed by all authorizers.

(2) In reviewing and evaluating charter applications, authorizers shall employ procedures, practices, and criteria consistent with nationally recognized principles and standards for quality charter authorizing. Authorizers shall give preference to applications for charter schools that are

designed to enroll and serve at-risk student populations: PROVIDED, That nothing in this chapter may be construed as intended to limit the establishment of charter schools to those that serve a substantial portion of at-risk students or to in any manner restrict, limit, or discourage the establishment of charter schools that enroll and serve other pupil populations under a nonexclusive, nondiscriminatory admissions policy. The application review process must include thorough evaluation of each application, an in-person interview with the applicant group, and an opportunity in a public forum including, without limitation, parents, community members, local residents, and school district board members and staff, to learn about and provide input on each application.

(3) In deciding whether to approve an application, authorizers must:

(a) Grant charters only to applicants that have demonstrated competence in each element of the authorizer's published approval criteria and are likely to open and operate a successful public charter school;

(b) Base decisions on documented evidence collected through the application review process;

(c) Follow charter-granting policies and practices that are transparent and based on merit; and

(d) Avoid any conflicts of interest whether real or apparent.

(4) An approval decision may include, if appropriate, reasonable conditions that the charter applicant must meet before a charter contract may be executed.

(5) For any denial of an application, the authorizer shall clearly state in writing its reasons for denial. A denied applicant may subsequently reapply to that authorizer or apply to another authorizer in the state.

[2013 c 2 § 214 (Initiative Measure No. 1240, approved November 6, 2012).]

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## **28A.710.150**

### **Maximum number of charter schools — Process — Certification — Lottery — Notice.**

(1) A maximum of forty public charter schools may be established under this chapter, over a five-year period. No more than eight charter schools may be established in any single year during the five-year period, except that if in any single year fewer than eight charter schools are established, then additional charter schools equal in number to the difference between the number established in that year and eight may be established in subsequent years during the five-year period.

(2) To ensure compliance with the limits for establishing new charter schools, certification from the state board of education must be obtained before final authorization of a charter school. Within ten days of taking action to approve or deny an application under RCW

28A.710.140, an authorizer must submit a report of the action to the applicant and to the state board of education, which must include a copy of the authorizer's resolution setting forth the action taken, the reasons for the decision, and assurances of compliance with the procedural requirements and application elements under RCW 28A.710.130 and 28A.710.140. The authorizer must also indicate whether the charter school is designed to enroll and serve at-risk student populations. The state board of education must establish, for each year in which charter schools may be authorized as part of the timeline to be established pursuant to RCW 28A.710.140, the last date by which the authorizer must submit the report. The state board of education must send notice of the date to each authorizer no later than six months before the date.

(3) Upon the receipt of notice from an authorizer that a charter school has been approved, the state board of education shall certify whether the approval is in compliance with the limits on the maximum number of charters allowed under subsection (1) of this section. If the board receives simultaneous notification of approved charters that exceed the annual allowable limits in subsection (1) of this section, the board must select approved charters for implementation through a lottery process, and must assign implementation dates accordingly.

(4) The state board of education must notify authorizers when the maximum allowable number of charter schools has been reached.

[2013 c 2 § 215 (Initiative Measure No. 1240, approved November 6, 2012).]

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## **28A.710.160**

### **Charter contracts.**

(1) The purposes of the charter application submitted under RCW

28A.710.130 are to present the proposed charter school's academic and operational vision and plans and to demonstrate and provide the authorizer a clear basis for the applicant's capacities to execute the proposed vision and plans. An approved charter application does not serve as the school's charter contract.

(2) Within ninety days of approval of a charter application, the authorizer and the governing board of the approved charter school must execute a charter contract by which, fundamentally, the public charter school agrees to provide educational services that at a minimum meet basic education standards in return for an allocation of public funds to be used for such purpose all as set forth in this and other applicable statutes and in the charter contract. The charter contract must clearly set forth the academic and operational performance expectations and measures by which the charter school will be judged and the administrative relationship between the authorizer and charter school, including each party's rights and duties. The performance expectations and measures set forth in the charter contract must include but need not be limited to applicable federal and state accountability requirements. The performance provisions may be refined or amended by mutual agreement after the charter school is operating and has collected baseline achievement data for its enrolled students.

(3) The charter contract must be signed by the president of the school district board of directors

if the school district board of directors is the authorizer or the chair of the commission if the commission is the authorizer and by the president of the charter school board. Within ten days of executing a charter contract, the authorizer must submit to the state board of education written notification of the charter contract execution, including a copy of the executed charter contract and any attachments.

(4) A charter contract may govern one or more charter schools to the extent approved by the authorizer. A single charter school board may hold one or more charter contracts. However, each charter school that is part of a charter contract must be separate and distinct from any others and, for purposes of calculating the maximum number of charter schools that may be established under this chapter, each charter school must be considered a single charter school regardless of how many charter schools are governed under a particular charter contract.

(5) An initial charter contract must be granted for a term of five operating years. The contract term must commence on the charter school's first day of operation. An approved charter school may delay its opening for one school year in order to plan and prepare for the school's opening. If the school requires an opening delay of more than one school year, the school must request an extension from its authorizer. The authorizer may grant or deny the extension depending on the school's circumstances.

(6) Authorizers may establish reasonable preopening requirements or conditions to monitor the start-up progress of newly approved charter schools and ensure that they are prepared to open smoothly on the date agreed, and to ensure that each school meets all building, health, safety, insurance, and other legal requirements for school opening.

(7) No charter school may commence operations without a charter contract executed in accordance with this section.

[2013 c 2 § 216 (Initiative Measure No. 1240, approved November 6, 2012).]

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## **28A.710.170**

### **Charter contracts — Performance framework.**

(1) The performance provisions within a charter contract must be based on a performance framework that clearly sets forth the academic and operational performance indicators, measures, and metrics that will guide an authorizer's evaluations of each charter school.

(2) At a minimum, the performance framework must include indicators, measures, and metrics for:

(a) Student academic proficiency;

(b) Student academic growth;

(c) Achievement gaps in both proficiency and growth between major student subgroups;

(d) Attendance;

- (e) Recurrent enrollment from year to year;
- (f) Graduation rates and postsecondary readiness, for high schools;
- (g) Financial performance and sustainability; and
- (h) Board performance and stewardship, including compliance with all applicable laws, rules, and terms of the charter contract.

(3) Annual performance targets must be set by each charter school in conjunction with its authorizer and must be designed to help each school meet applicable federal, state, and authorizer expectations.

(4) The authorizer and charter school may also include additional rigorous, valid, and reliable indicators in the performance framework to augment external evaluations of the charter school's performance.

(5) The performance framework must require the disaggregation of all student performance data by major student subgroups, including gender, race and ethnicity, poverty status, special education status, English language learner status, and highly capable status.

(6) Multiple schools operating under a single charter contract or overseen by a single charter school board must report their performance as separate schools, and each school shall be held independently accountable for its performance.

[2013 c 2 § 217 (Initiative Measure No. 1240, approved November 6, 2012).]

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## **28A.710.180**

### **Charter schools — Oversight — Corrective action.**

(1) Each authorizer must continually monitor the performance and legal compliance of the charter schools it oversees, including collecting and analyzing data to support ongoing evaluation according to the performance framework in the charter contract.

(2) An authorizer may conduct or require oversight activities that enable the authorizer to fulfill its responsibilities under this chapter, including conducting appropriate inquiries and investigations, so long as those activities are consistent with the intent of this chapter, adhere to the terms of the charter contract, and do not unduly inhibit the autonomy granted to charter schools.

(3) In the event that a charter school's performance or legal compliance appears unsatisfactory, the authorizer must promptly notify the school of the perceived problem and provide reasonable opportunity for the school to remedy the problem, unless the problem warrants revocation in which case the revocation procedures under RCW

28A.710.200 apply.

(4) An authorizer may take appropriate corrective actions or exercise sanctions short of revocation in response to apparent deficiencies in charter school performance or legal compliance. Such actions or sanctions may include, if warranted, requiring a school to develop and execute a corrective action plan within a specified time frame.

[2013 c 2 § 218 (Initiative Measure No. 1240, approved November 6, 2012).]

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## **28A.710.190**

### **Charter contracts — Renewal.**

(1) A charter contract may be renewed by the authorizer, at the request of the charter school, for successive five-year terms, although the authorizer may vary the term based on the performance, demonstrated capacities, and particular circumstances of a charter school and may grant renewal with specific conditions for necessary improvements to a charter school.

(2) No later than six months before the expiration of a charter contract, the authorizer must issue a performance report and charter contract renewal application guidance to that charter school. The performance report must summarize the charter school's performance record to date based on the data required by the charter contract, and must provide notice of any weaknesses or concerns perceived by the authorizer concerning the charter school that may jeopardize its position in seeking renewal if not timely rectified. The charter school has thirty days to respond to the performance report and submit any corrections or clarifications for the report.

(3) The renewal application guidance must, at a minimum, provide an opportunity for the charter school to:

(a) Present additional evidence, beyond the data contained in the performance report, supporting its case for charter contract renewal;

(b) Describe improvements undertaken or planned for the school; and

(c) Detail the school's plans for the next charter contract term.

(4) The renewal application guidance must include or refer explicitly to the criteria that will guide the authorizer's renewal decisions, which shall be based on the performance framework set forth in the charter contract.

(5) In making charter renewal decisions, an authorizer must:

(a) Ground its decisions in evidence of the school's performance over the term of the charter contract in accordance with the performance framework set forth in the charter contract;

(b) Ensure that data used in making renewal decisions are available to the school and the public; and

(c) Provide a public report summarizing the evidence basis for its decision.

[2013 c 2 § 219 (Initiative Measure No. 1240, approved November 6, 2012).]

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## **28A.710.200**

### **Charter contracts — Nonrenewal or revocation.**

(1) A charter contract may be revoked at any time or not renewed if the authorizer determines that the charter school did any of the following or otherwise failed to comply with the provisions of this chapter:

(a) Committed a material and substantial violation of any of the terms, conditions, standards, or procedures required under this chapter or the charter contract;

(b) Failed to meet or make sufficient progress toward the performance expectations set forth in the charter contract;

(c) Failed to meet generally accepted standards of fiscal management; or

(d) Substantially violated any material provision of law from which the charter school is not exempt.

(2) A charter contract may not be renewed if, at the time of the renewal application, the charter school's performance falls in the bottom quartile of schools on the accountability index developed by the state board of education under RCW

28A.657.110, unless the charter school demonstrates exceptional circumstances that the authorizer finds justifiable.

(3) Each authorizer must develop revocation and nonrenewal processes that:

(a) Provide the charter school board with a timely notification of the prospect of and reasons for revocation or nonrenewal;

(b) Allow the charter school board a reasonable amount of time in which to prepare a response;

(c) Provide the charter school board with an opportunity to submit documents and give testimony challenging the rationale for closure and in support of the continuation of the school at a recorded public proceeding held for that purpose;

(d) Allow the charter school board to be represented by counsel and to call witnesses on its behalf; and

(e) After a reasonable period for deliberation, require a final determination to be made and conveyed in writing to the charter school board.



(4) If an authorizer revokes or does not renew a charter, the authorizer must clearly state in a resolution the reasons for the revocation or nonrenewal.

(5) Within ten days of taking action to renew, not renew, or revoke a charter contract, an authorizer must submit a report of the action to the applicant and to the state board of education, which must include a copy of the authorizer's resolution setting forth the action taken, the reasons for the decision, and assurances of compliance with the procedural requirements established by the authorizer under this section.

[2013 c 2 § 220 (Initiative Measure No. 1240, approved November 6, 2012).]

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### **28A.710.210**

#### **Charter school termination protocol — Dissolution of nonprofit corporation applicant — Transfer of charter contract.**

(1) Before making a decision to not renew or to revoke a charter contract, authorizers must develop a charter school termination protocol to ensure timely notification to parents, orderly transition of students and student records to new schools, as necessary, and proper disposition of public school funds, property, and assets. The protocol must specify tasks, timelines, and responsible parties, including delineating the respective duties of the charter school and the authorizer.

(2) In the event that the nonprofit corporation applicant of a charter school should dissolve for any reason including, without limitation, because of the termination of the charter contract, the public school funds of the charter school that have been provided pursuant to RCW

28A.710.220 must be returned to the state or local account from which the public funds originated. If the charter school has comingled the funds, the funds must be returned in proportion to the proportion of those funds received by the charter school from the public accounts in the last year preceding the dissolution. The dissolution of an applicant nonprofit corporation shall otherwise proceed as provided by law.

(3) A charter contract may not be transferred from one authorizer to another or from one charter school applicant to another before the expiration of the charter contract term except by petition to the state board of education by the charter school or its authorizer. The state board of education must review such petitions on a case-by-case basis and may grant transfer requests in response to special circumstances and evidence that such a transfer would serve the best interests of the charter school's students.

[2013 c 2 § 221 (Initiative Measure No. 1240, approved November 6, 2012).]

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## **28A.710.220**

### **Student enrollment reporting — Funding — Allocations — Local levy moneys.**

(1) Charter schools must 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. Charter schools must comply with applicable reporting requirements to receive state or federal funding that is allocated based on student characteristics.

(2) According to the schedule established under RCW

28A.510.250, the superintendent of public instruction shall allocate funding for a charter school including general apportionment, special education, categorical, and other nonbasic education moneys. Allocations must be based on the statewide average staff mix ratio of all noncharter public schools from the prior school year and the school's actual full-time equivalent enrollment. Categorical funding must be allocated to a charter school based on the same funding criteria used for noncharter public schools and the funds must be expended as provided in the charter contract. A charter school is eligible to apply for state grants on the same basis as a school district.

(3) Allocations for pupil transportation must be calculated on a per student basis based on the allocation for the previous school year to the school district in which the charter school is located. A charter school may enter into a contract with a school district or other public or private entity to provide transportation for the students of the school.

(4) Amounts payable to a charter school under this section in the school's first year of operation must be based on the projections of first-year student enrollment established in the charter contract. The office of the superintendent of public instruction must reconcile the amounts paid in the first year of operation to the amounts that would have been paid based on actual student enrollment and make adjustments to the charter school's allocations over the course of the second year of operation.

(5) For charter schools authorized by a school district board of directors, allocations to a charter school that are included in RCW 84.52.0531(3) (a) through (c) shall be included in the levy planning, budgets, and funding distribution in the same manner as other public schools in the district.

(6) Conversion charter schools are eligible for local levy moneys approved by the voters before the conversion start-up date of the school as determined by the authorizer, and the school district must allocate levy moneys to a conversion charter school.

(7) New charter schools are not eligible for local levy moneys approved by the voters before the start-up date of the school unless the local school district is the authorizer.

(8) For levies submitted to voters after the start-up date of a charter school authorized under this chapter, the charter school must be included in levy planning, budgets, and funding distribution in the same manner as other public schools in the district.

(9) Any moneys received by a charter school from any source and remaining in the school's

accounts at the end of any budget year shall remain in the school's accounts for use by the school during subsequent budget years.

[2013 c 2 § 222 (Initiative Measure No. 1240, approved November 6, 2012).]

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### **28A.710.230**

#### **Facilities — State matching funds for common school construction.**

- (1) Charter schools are eligible for state matching funds for common school construction.
- (2) A charter school has a right of first refusal to purchase or lease at or below fair market value a closed public school facility or property or unused portions of a public school facility or property located in a school district from which it draws its students if the school district decides to sell or lease the public school facility or property pursuant to RCW

28A.335.040 or 28A.335.120.

- (3) A charter school may negotiate and contract with a school district, the governing body of a public college or university, or any other public or private entity for the use of a facility for a school building at or below fair market rent.
- (4) Public libraries, community service organizations, museums, performing arts venues, theaters, and public or private colleges and universities may provide space to charter schools within their facilities under their preexisting zoning and land use designations.
- (5) A conversion charter school as part of the consideration for providing educational services under the charter contract may continue to use its existing facility without paying rent to the school district that owns the facility. The district remains responsible for major repairs and safety upgrades that may be required for the continued use of the facility as a public school. The charter school is responsible for routine maintenance of the facility including, but not limited to, cleaning, painting, gardening, and landscaping. The charter contract of a conversion charter school using existing facilities that are owned by its school district must include reasonable and customary terms regarding the use of the existing facility that are binding upon the school district.

[2013 c 2 § 223 (Initiative Measure No. 1240, approved November 6, 2012).]

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### **28A.710.240**

#### **Calculation of certificated instructional staff service years.**

Years of service in a charter school by certificated instructional staff shall be included in the years of service calculation for purposes of the statewide salary allocation schedule under RCW

28A.150.410. This section does not require a charter school to pay a particular salary to its staff while the staff is employed by the charter school.

[2013 c 2 § 224 (Initiative Measure No. 1240, approved November 6, 2012).]

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## **28A.710.250**

### **Annual reports — Recommendation regarding additional schools.**

(1) By December 1st of each year beginning in the first year after there have been charter schools operating for a full school year, the state board of education, in collaboration with the commission, must issue an annual report on the state's charter schools for the preceding school year to the governor, the legislature, and the public at-large.

(2) The annual report must be based on the reports submitted by each authorizer as well as any additional relevant data compiled by the board. The report must include a comparison of the performance of charter school students with the performance of academically, ethnically, and economically comparable groups of students in noncharter public schools. In addition, the annual report must include the state board of education's assessment of the successes, challenges, and areas for improvement in meeting the purposes of this chapter, including the board's assessment of the sufficiency of funding for charter schools, the efficacy of the formula for authorizer funding, and any suggested changes in state law or policy necessary to strengthen the state's charter schools.

(3) Together with the issuance of the annual report following the fifth year after there have been charter schools operating for a full school year, the state board of education, in collaboration with the commission, shall submit a recommendation regarding whether or not the legislature should authorize the establishment of additional public charter schools.

[2013 c 2 § 225 (Initiative Measure No. 1240, approved November 6, 2012).]

# Statement of Assurances and Contract Exceptions

## STATEMENT OF ASSURANCES

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

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

1. The School shall have a fully independent governing board that will exercise autonomy in all matters, to the extent authorized by chapter 28A.710 RCW, in such areas as budget, personnel and educational programs;
2. The School is either a public benefit nonprofit corporation as defined in RCW 24.03.490, or a nonprofit corporation as defined in RCW 24.03.005 that has applied for tax exempt status under section 501(c)(3) of the internal revenue code of 1986 (26 U.S.C. Sec. 501(c)(3)), shall not be a sectarian or religious organization, shall meet all of the requirements for a public benefit nonprofit corporation before receiving any funding under RCW 28A.710.220, shall be governed by an independent governing board, and shall be operated according to the terms of a charter contract executed with Spokane Public Schools;
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 No Child Left Behind Act, including but not limited to, provisions on school prayer, the Boy Scouts of America Equal Access Act, the Armed Forces Recruiter Access to Students and Student Recruiting Information, the Unsafe School Choice Option and assessments;
  - f. Compliance with Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681);

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

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

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

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

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

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

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

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

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

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

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

13. The School shall issue diplomas to students who meet state high school graduation requirements established under RCW 28A.230.090 even though the charter school board may establish additional graduation requirements;
14. The School shall not levy taxes or issue tax-backed bonds and shall not acquire or attempt to acquire property by eminent domain;
15. The School shall operate according to the terms of its charter contract and the provisions of Chapter 28A.710 RCW;
16. The School shall comply with local, state, and federal health, safety, parents' rights, civil rights, and nondiscrimination laws applicable to school districts and to the same extent as school districts, including but not limited to chapter 28A.642 RCW (discrimination prohibition), chapter 28A.640 RCW (sexual equality), RCW 28A.605.030 (student education records, RCW 28A.320.125 (safe school plans), and chapter 28A.210 RCW (health and screening requirements);
17. The School shall provide basic education, as provided in RCW 28A.150.210, including instruction in the essential academic learning requirements and shall participate in the statewide student assessment system as developed under RCW 28A.655.070 and in accordance with the requirements of chapter 28A.710 RCW;
18. The School shall employ certificated instructional staff as required in RCW 28A.410.025, provided that the Schools may hire noncertificated instructional staff of unusual competence and in exceptional cases as specified in RCW 28A.150.203(7);
19. The School shall comply with the employee record check requirements in RCW 28A.400.303;
20. The School shall adhere to generally accepted accounting principles and be subject to financial examinations and audits as determined by the state auditor, including annual audits for legal and fiscal compliance;
21. The School shall comply with the annual performance report under RCW 28A.655.110;
22. The School shall be subject to the performance improvement goals adopted by the state board of education under RCW 28A.305.130;
23. The School shall comply with the open public meetings act in chapter 42.30 RCW and public records requirements in chapter 42.56 RCW;
24. The School shall be subject to and comply with all legislation governing the operation and management of charter schools;
25. The School shall comply with all state statutes and rules made applicable to the charter school in the school's charter contract;



26. The School shall not engage in any sectarian practices in its educational program, admissions or employment policies, or operations;
27. The School shall be subject to the supervision of the superintendent of public instruction and the state board of education, including accountability measures, to the same extent as other public schools, except as otherwise expressly provided by law;
28. The School shall not limit admission on any basis other than age group, grade level, or capacity and must enroll all students who apply within these bases and shall be open to any student regardless of his or her location of residence;
29. The School shall not charge tuition, but may charge fees for participation in optional extracurricular events and activities in the same manner and to the same extent as do other public schools;
30. If the School is a conversion charter school, it shall provide sufficient capacity to enroll all students who wish to remain enrolled in the school after its conversion to a charter school, and may not displace students enrolled before the chartering process;
31. If capacity is insufficient to enroll all students who apply to the charter school, the School must select students through a lottery to ensure fairness, however, the School must give an enrollment preference to siblings of already enrolled students;
32. The School's Board shall annually determine the capacity of the School in consultation with the Commission and with consideration of the School's ability to facilitate the academic success of its students, achieve the objectives specified in the charter contract, and assure that its student enrollment does not exceed the capacity of its facility;
33. The School shall comply with all health and safety laws, rules and regulations of the federal, state, county, region, or community that may apply to its facilities and property;
34. The School has disclosed any real, potential or perceived conflicts of interest that could impact the approval or operation of the School;
35. The School shall, within ninety days of approval of its charter application, execute a charter contract with the Commission, containing the terms set forth by the Commission and the terms required by Chapter 28A.710 RCW and Chapters 108-10, 108-20 and 108-30 WAC, as well as future rules adopted by the Commission;
36. The School shall meet any reasonable preopening requirements or conditions imposed by the Commission, including but not limited to requirements or conditions to monitor the start-up progress of the School and to ensure that the School is prepared to open smoothly on the date agreed, and to ensure that the School meets all building, health, safety, insurance, and other legal requirements for school opening;

37. The School shall comply with, and fully participate in, any activity by the Commission that the Commission deems necessary for it to monitor, engage in oversight, and/or engage in corrective action pursuant to RCW 28A.710.180;
38. The School shall comply with any corrective actions or sanctions imposed upon it by the Commission pursuant to Chapter 28A.710 RCW;
39. The School shall comply with all renewal and nonrenewal actions required of it by the Commission or by law, including but not limited to the requirements imposed by RCW 28A.710.190 and .200;
40. The School shall comply with any nonrenewal of termination actions imposed by the Commission pursuant to Chapter 28A.710 RCW and duly adopted rules of the Commission;
41. The School shall report student enrollment in the same manner and based on the same definitions of enrolled students and annual average full-time equivalent enrollment as other public schools;
42. The School shall comply with applicable reporting requirements to receive state or federal funding that is allocated based on student characteristics;
43. If a new charter school, the School shall not seek or be eligible for local levy moneys approved by the voters unless expressly authorized by law;
44. If a conversation charter school, the School shall be responsible for routine maintenance of the facility it is using including, but not limited to, cleaning, painting, gardening, and landscaping;
45. The School shall, at all times, maintain all necessary and appropriate insurance coverage;
46. The School shall indemnify and hold harmless the Commission and its officers, directors, agents and employees, and any successors and assigns from any and all liability, cause of action, or other injury or damage in any way relating to the School or its operation;
47. The School's governing body has adopted a resolution or motion that authorizes the submission of the School's Charter School Application, including all understandings and assurances contained herein, directing and authorizing the School's designated representative to act in connection with the application and to provide such additional information as may be required by the Commission;
48. The School has not been assisted by any current or former employee of the state of Washington whose duties relate or did relate to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, the School has described them in full detail on a separate page attached to this document.

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

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

51. The School grants the Commission, or its representatives, the right to contact references and others, who may have pertinent information regarding the ability of the School, its board members, proposed management and lead staff to perform the services contemplated by this RFP.

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

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

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

Summit Public School: Olympus  
NAME OF SCHOOL

  
SIGNATURE OF DULY AUTHORIZED REPRESENTATIVE

11/21/2013  
DATE

Sarah Satinover  
NAME OF DULY AUTHORIZED REPRESENTATIVE

Note to Assurance #48

Julia (Warth) Suliman, a policy analyst at the State Board of Education (SBE) since October 2013, previously worked at the Washington State Charter Schools Association (WSCSA) from May 2013 - September 2013. WA Charters, a statewide nonprofit organization that supports the start-up of high-quality public charter schools, has provided technical assistance and support to SPS-WA in the preparation of this application. Julia has not provided any assistance to SPS-WA since leaving WA Charters for SBE in September 2013.

If you have questions or need additional information about Julia's role at WSCSA, please contact Brianna Dusseault at [206-832-8505](tel:206-832-8505) or [bree@wacharters.org](mailto:bree@wacharters.org). Information about WSCSA is available at [www.wacharters.org](http://www.wacharters.org).

November 21, 2013

Via Fluid Review

Dr. Doreen Cato  
State of Washington Charter School Commission  
Governor's Policy Office  
PO Box 43113  
Olympia, WA 98504-3113

**RE: Exceptions to Sample Charter School Contract**

Dear State of Washington Charter School Commission:

On behalf of Summit Public Schools Washington ("SPS WA"), an applicant for two charter petitions, I am writing to indicate exceptions that SPS WA has with the Washington State Charter Schools Commission's (the "Commission") Sample Charter School Contract (the "Contract").

SPS WA is very eager to operate charter schools in Washington, and it wishes to do so in an open and transparent process that is aimed at best serving the students of Washington. Toward this end, the exceptions detailed below highlight areas where SPS WA is either unclear on the meaning of a Contract provision, or objects to a possible interpretation of a Contract provision.

SPS WA wishes for the Contract negotiation process to be efficient and productive. It has partnered with organizations that have, combined, several decades of experience operating successful charter schools in other states. The exceptions, therefore, are based on experience in charter school contract negotiations. SPS WA understands the motivation and desire of the Commission to ensure consistent process for all charter schools, but we nevertheless have concerns about the Contract.

The exceptions listed below are not an exhaustive list, and SPS WA reserves the right to negotiate additional changes to the Contract.

Global Comment: It seems there needs to be clarification in the entire Contract because every "School" obligation is technically the obligation of the nonprofit operator; there is no separate "School" from the nonprofit. Technically, the Contract will be entered into by the nonprofit operator, not the School. The signature block indicates "The Charter School Board" signing the document, but there is no separate Charter School Board. There is a nonprofit board that operates the Charter School.

Typographical error on the second page, as there is no "IV" header above Governance Section 4.0.

Section III. School Rights and Responsibilities

### 3.1 PRE-OPENING CONDITIONS

The School shall meet all of the Pre-Opening Conditions described in Appendix 1 by the identified dates. Failure to timely fulfill any material term of the Pre-Opening Conditions shall be considered a material and substantial violation of this Contract and may be grounds for Commission intervention, termination, or **revocation of the Contract** pursuant to the terms of the Contract and provisions of the law. The Commission may waive or modify the restrictions contained in the Pre-Opening Conditions or may grant the School an additional planning year upon good cause shown. The School may delay its opening for one school year from the commencement date specified in the charter. If the School requires a delay of more than one year, it must request an extension from the Commission in writing by the [DATE].

Question: See bolded language above. Does revocation of the Contract amount to revocation of the Charter?

Addition: See proposed addition in red, underlined text.

4.2.3 Affiliation. Notwithstanding any provision to the contrary in the **Charter, Application**, or the Articles and By-laws, in no event shall the Board, at any time, be composed of voting members of whom a majority are directors, officers, employees, agents or otherwise **affiliated** with any single entity (with the exception of the School itself or of another charter school), regardless of whether said entity is **affiliated** or otherwise partnered with the School. For the purposes of this paragraph, “single entity” shall mean any individual entity, as well as any and all related entities to such entity such as parents, subsidiaries, affiliates and partners. The Commission may, at its sole discretion, waive this restriction upon a written request from the School; such waiver shall not be unreasonably withheld.

Question: See bolded language above. What is the difference between the Charter and the Application?

Question: See bolded language above. How is “affiliated” defined, in both instances?

Addition: See proposed addition in red, underlined text.

4.2.5 Ethics. The Board shall comply with the provisions of the **Ethics in Public Service Act**, chapter 42.52 RCW and is responsible for ensuring that School employees, subcontractors, staff, and volunteers comply with the act and any associated Board policies. Violations of the Ethics in Public Service Act, or any similar statute, by the Board or School employees, subcontractors, staff, and volunteers may be considered a material and substantial **violation of the Contract**.

Exception: The Ethics in Public Service Act does not apply to charter schools, either on its face or through the state’s charter school law.

Question: See bolded language above. What impact does this have on the charter?

4.2.6 Public Records. The Board shall comply with the provisions of the Public Records Act, chapter 42.56 RCW and is responsible for ensuring that School employees, subcontractors, staff, and volunteers comply with the act and any associated Board policies. Violations of the Public Records Act may be considered material and substantial **violations of the Contract**.

Question: See bolded language above. What impact does this have on the charter?

4.2.9 Assets. The School shall maintain a complete and current inventory of all school property. 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, any assets acquired in whole or in part with public funds shall be deemed to be public assets.** Any assets acquired wholly with private funds shall be disposed of consistent with Washington non profit law, provided that the School must maintain records demonstrating that such assets have been acquired without the use of public funds. 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.

Question: See bolded language above. What is the implication of assets being deemed public assets? Could public assets be given to another charter school?

4.2.10 Open Meetings. The Charter Board shall maintain governing board-adopted policies, meeting agendas and minutes; shall make such documents available for public inspection, and shall otherwise conduct open meetings consistent with chapter 42.30 RCW, the Open Public Meetings Act. Failure to comply with the Open Public Meetings Act may be considered a material and substantial **violation of the Contract**.

Question: See bolded language above. What impact does this have on the charter?

#### 4.3.2 Third-Party **Education Service Provider**.

a. Comprehensive **Management Contracting**. The School shall not, without written approval of the Commission, contract with a third party to provide comprehensive (all or a substantial portion of the) services necessary to **manage** and **operate** the School. At least 120 days before the proposed effective date of a comprehensive services contract, the **Education Service Provider** and the School shall enter into a legally binding and enforceable contract that is subject to approval of the Commission (such approval shall not be unreasonably withheld) and the requirements of this Contract. Appendix 5 contains Education Service Provider Agreement Guidelines that the School must observe.

Question: See bolded language above. How is an "Education Service Provider" defined? How is "Management Contracting" defined? Does the Contract intended to use these terms interchangeably? The scope of this section is vague. Does a contract to provide human resources, accounting, budgeting, accounts receivable and accounts payable, payroll, etc. fall under this Section, thus requiring approval of the Commission?

Question: See bolded language above. How is “manage” defined? How is “operate” defined?

Addition: See proposed addition in red, underlined text.

b. Comprehensive **Management Contract** Terms. The **Management Contract** shall set forth with particularity inter alia, (i) the contingent obligations and responsibilities of each party in the event that the contract must be modified in order to obtain or maintain the School's status under state and federal law, and (ii) the extent of the **Management Provider's** participation in the organization, operation and governance of the School.

Question: See bolded language above. How is “Management Contract” defined?

Question: See bolded language above. How is “Management Provider” defined?

c. Review by Commission. No later than thirty (30) days prior to entering into the Management Contract, the School shall provide a copy of the Management Contract in proposed final form to the Commission. **The Commission shall review the contract and determine whether it meets approval of the Commission** (such approval shall not be unreasonably withheld).

Question: See bolded language above. Does this mean that the Commission must approve the Management Contract?

Addition: See proposed addition in red, underlined text.

e. Approval and Execution. The Management Contract shall not be executed until the School is notified in writing by the Commission that the Management Contract meets its approval. The School shall not enter into any contract for **comprehensive school management services** to be performed in substantial part by any other entity not identified as such in the Application without receiving prior written approval from the Commission (such approval shall not be unreasonably withheld).

Question: See bolded language above. How is “comprehensive school management services” defined?

Addition: See proposed addition in red, underlined text.

4.4.2 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 and the State Board of Education. Standards that must be met by the school include, but are not limited to:

- a. Basic education, as provided in chapter 28A.150 RCW;
- b. Instruction in the essential academic learning requirements and associated standards;
- c. Participation in, and performance on, statewide student assessments;
- d. Performance improvement goals and **associated requirements**;
- e. Accountability measures;



- f. State graduation requirements;
- g. Academic standards applicable to noncharter public schools;
- h. Standards and requirements contained in the Performance Framework; and
- i. Other state and federal accountability requirements imposed by law, regulation, policy or this Contract.

Question: See bolded language above. How are “associated requirements” defined?

#### 4.4.7 Student Assessment.

The School shall participate in all testing programs required by the Office of the Superintendent of Public Instruction and the State Board of Education. The School shall comply with all assessment protocols and requirements as established by the Office of the Superintendent of Public Instruction 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 **professional and ethical standards** in the conduct of testing.

Question: See bolded language above. Does the phrase “professional and ethical standards” refer to a specific document or set of standards?

#### 4.4.8 English Language Learners.

The School shall at all times comply with all state and federal law applicable to 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), and any state laws or regulations. 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 will work to assure compliance with any and all requirements of state and federal law regarding services to English language learners.

Question: See bolded language above. Does the Commission intend, by this phrase, that charter schools hire teachers to exclusively provide appropriate services to English language learners? Or could teachers who also have other duties provide appropriate services to English language learners?

4.4.10 Student Conduct and Discipline. The School shall comply with laws and regulations of the state, **county, or city** relating to student discipline including, but not limited to, RCW 28A.150.300.

Question: See bolded language above. Does the Commission intend to refer to counties and cities as having laws and regulations relating to student discipline?

#### 4.5.1 School Performance Framework.

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 ~~the one~~ basis upon which the Commission will base its decisions to renew, revoke, terminate or take other action on the Contract.

Revision: See proposed revision in red, underlined text. RCW 28A.710.200 sets forth four reasons for revocation of the charter contract.

e. The Parties intend that, where this **Charter** references or is contingent upon state or federal laws, that they be bound by any applicable modification or amendments to such laws upon the effective date of said modifications or amendments. 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 **Charter**.

Question: See bolded language above. Why does this provision refer to the “Charter” and not the “Contract”?

4.7.1 In General. The School and the Charter Board shall operate at all times in accordance with all applicable federal, state, and local laws, ordinances, rules, regulations and Commission policies, as the same may be amended from time to time.

Addition: See proposed addition in red, underlined text.

4.7.7 Administrative Records. The School will maintain all administrative records, including student academic records, required by applicable law and Commission policies and procedures, to the extent no waivers apply. The School agrees to make all administrative and student records promptly available to the Commission upon request.

Addition: See proposed addition in red, underlined text.

4.7.8 No Encumbrances. The School will not encumber to any third party any of its assets without written permission of the Commission; such permission shall not be unreasonably withheld.

Addition: See proposed addition in red, underlined text.

4.7.9 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 Charter Board, or any employee past or present of the School (except in their employment capacity), or any family member of the foregoing individuals, unless:

Question: See bolded language above. How is “affiliate” defined?

4.7.11 Health and Safety. The School shall comply with the applicable laws and regulations of the state, county, or city relating to health and safety, including requirements relating to notification of criminal conduct to law enforcement authorities.

Addition: See proposed addition in red, underlined text.

4.7.13 Notification to Commission.

a. Timely Notification. The School shall timely notify the Commission (and other appropriate authorities) in the following situations:

1. The **discipline** of employees at the School arising from **misconduct** or **behavior that may have resulted in harm to students or others**, or that constituted **serious violations of law**; or
2. Any **complaints** filed, or action taken, against the School by any governmental agency.

Question: See bolded language above. How is “discipline” defined? How is “misconduct” defined? How is “behavior that may have resulted in harm to students or others” defined? How is “serious violations of law” defined? How is “complaint” defined? Subdivision (1) is extremely vague and overbroad. This subdivision would have the School notifying the Commission of discipline of almost every employee of the School.

b. Immediate Notification. The School shall immediately notify the Commission of any of the following:

1. Known ~~C~~conditions that may cause it to vary from the terms of this Contract, applicable Commission requirements, federal, and/or state law;
2. 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;
3. The arrest of any members of the Board or School employees for a crime punishable as a felony or any crime related to the misappropriation of School funds or theft from the School;
4. Misappropriation of School funds;
5. A known default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more; or
6. Any known change in its corporate status with the Washington Secretary of State’s Office or status as a 501(c)(3) entity, if applicable.

Addition: See proposed addition in red, underlined text.

4.7.15 Data and Reports. The School shall, upon request from the Commission, timely provide to the Commission any data, documentation, evidence and reports necessary for the Commission to meet its oversight and reporting obligations as outlined in chapter 28A.710 RCW. Required reports include, but are not limited to those listed below in Sections [fill in] along with projected due dates for the current school year. Timely notification shall be provided when due dates are changed. Failure to provide reports, data, documentation, or evidence by the date due is a material **violation of the Contract**.

Question: See bolded language above. What impact does this have on the charter?

Additions: See proposed additions in red, underlined text.

4.7.16 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 School's Board, not the Commission.

Addition: See proposed addition in red, underlined text.

#### 4.8 SCHOOL CALENDAR

The School shall adopt a School calendar with an instructional program that meets the compulsory school attendance requirements of applicable state law, financial guidelines, and state regulations. Each year the School will develop a calendar and submit it to the Commission by May 1st. 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; such approval shall not be unreasonably withheld.

Additions: See proposed additions in red, underlined text.

4.9.2 Maximum Enrollment. The maximum number of students who may be enrolled in the first year of operation of the School shall be [NUMBER] students. This maximum enrollment was determined pursuant to negotiations between the Commission and the School and is consistent with facilitating the academic success of students enrolled in the School and facilitating the School's ability to achieve the other objectives specified in 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.

Exception: This provision appears to place an enrollment cap, which directly contradicts the legal requirement that: "an authorizer may not restrict the number of students a charter school may enroll." (RCW 28A.710.050(5))

4.9.3 Annual Enrollment Review. As necessary, the maximum enrollment of the School will be adjusted annually by the School's 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 **charter contract**, and assure that its student enrollment does not exceed the ability of its facility.

Question: See bolded language above. Why did the terminology change here, to be "charter contract," instead of "Contract" or "Charter"?

Addition: See proposed addition in red, underlined text.

4.9.5 Right to Remain. Pursuant to **[STATE LAW]**, students who enroll in the School shall have the right to remain enrolled in the School through the end of the school year, absent expulsion, graduation, or court-ordered placement. Students who fail to attend the School as required by **[STATE LAW]** may be removed from the School's rolls only after the requisite unexcused absences have been documented and all truancy procedures followed, consistent with **[STATE LAW]** and Commission policy.

Question: See bolded language above. When will these blanks be filled in?

4.11.1 Accessibility. The School facilities shall conform with applicable provisions of the Americans with Disabilities Act and any other federal or state requirements applicable to public school facility access.

Addition: See proposed addition in red, underlined text.

4.11.3 [FOR NEW SCHOOLS:] Location. The School shall provide evidence that it has secured a location that is acceptable to the Commission by [DATE, YEAR]. After [DATE, YEAR,] 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; such approval shall not be unreasonably withheld. Any change in the location of the School shall be consistent with the Application and acceptable to the Commission.

Addition: See proposed addition in red, underlined text.

4.11.4. [NON-CONVERSION] 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. The School will be responsible for ensuring compliance with all applicable ADA accessibility requirements.

Addition: See proposed addition in red, underlined text.

4.11.7 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 (such approval will not be unreasonably withheld), **subject to such terms and conditions as may be specified**. The Commission shall not be obligated to provide an alternative facility for use by the School.

Question: See bolded language above. Who will specify the terms and conditions? When will they be specified, and in what form? Can the terms and conditions be negotiated?

Addition: See proposed addition in red, underlined text.

4.12.2 Governance, Managerial and Financial Controls. At all times it is operational, the ~~Charter~~ School shall maintain appropriate governance and managerial procedures and financial controls which procedures and controls shall include, but not be limited to: (1) commonly accepted

accounting practices and the capacity to implement them (2) a checking account; (3) adequate payroll procedures; (45) an organizational chart; (65) 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; (67) internal control procedures for cash receipts, cash disbursements and purchases; and (78) maintenance of asset registers and financial procedures for grants in accordance with applicable state and federal law. No **payments** shall be made to the sSchool unless the sSchool has demonstrated to the Commission's satisfaction that it has the appropriate controls in place.

Question: See bolded language above. What is included in the term "payments"?

Revisions: See proposed revisions in red, underlined text.

4.12.3 Annual Audit. The School shall undergo an independent financial audit conducted in accordance with generally accepted auditing standards and performed by a certified public accountant each fiscal year. The results of the audit will be provided to the Commission in written form by the deadlines established by the Commission at the beginning of each school year. The School will pay for the audit. In addition, the School shall transmit the **final trial balance** to the Commission using the Washington chart of accounts with the submission of the annual independent financial audit. If such audit is not received by the deadline established by the Commission, it 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.

Exception: This provision appears to require the School to undergo a private financial audit, in addition to financial examinations and audits as determined by the state auditor. Are both necessary?

Question: See bolded language above. How is the term "final trial balance" defined?

4.12.5 Accounting Methods and Records. The School agrees to maintain financial records in accordance with the governmental accounting method required by the Commission and to make such records available promptly to the Commission upon request.

Exception: This provision appears to require adherence to the Governmental Accounting Standards Board's (GASB) accounting principles. SPS WA may prefer to use Financial Accounting Standards Board's (FASB) accounting principles and full accrual principles.

4.12.6 State Accounting Requirements. The School shall use and follow all applicable policies and requirements issued by the Washington State Auditor's office concerning accounting for public school districts in the state of Washington.

Addition: See proposed addition in red, underlined text.

4.12.10 Filing and Notice. The School shall comply with notice and filing requirements adopted by the Commission regarding the budget.

Addition: See proposed addition in red, underlined text.

4.13.1 Annual Budgets. On or before June 1st of each year, the School will submit to the Commission the School's proposed budget for the upcoming fiscal year (July 1st to June 30th). The School shall adopt a budget and an appropriation resolution for each fiscal year, prior to the beginning of the fiscal year. The budget shall:

j. The School shall not expend any monies in excess of the amount appropriated by resolution for a particular fund and may not have a contingency reserve in excess of **[ANY LIMIT IMPOSED BY STATE LAW]**.

Question: See bolded language above. When will this blank be filled in?

4.14.3 Retirement Plan. The corporation operating the School is an employer and its employees are members of the public employees' retirement system to the extent authorized by law. RCW 41.040.025.

Addition: See proposed addition in red, underlined text.

4.15.1 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: **[\$[NUMBER]**

b. Officers, directors and employees errors and omissions: **[\$[NUMBER]**

c. Property insurance: As required by landlord

d. Motor vehicle liability (if appropriate): **[\$[NUMBER]**

e. Bonding (if appropriate): Minimum amounts **[\$[NUMBER]**, Maximum amounts: **[\$[NUMBER]**

f. Workers' compensation: As required by state law

Question: See bolded language above. When will these blanks be filled in?

4.15.2 Insurance Certification. The School shall, for each year it is in operation, by **[DATE]** of each year, provide the Commission with proof of insurance as required by state law and Commission policy.

Question: See bolded language above. When will this blank be filled in?

Addition: See proposed addition in red, underlined text.

4.15.3 Risk Management. The School will promptly report to the Commission any and all pending or threatened insurance claims or charges; promptly provide the Commission's counsel

and risk manager with all notices of insurance claims; 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 Washington state and the Commission's and the School's applicable insurance policies.

Additions: See proposed additions in red, underlined text.

4.15.5 Faith and/or Credit Contracts with Third Parties. The School shall not have authority to extend the faith and credit of the Commission 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 without the Commission's express consent and agrees to include a statement to this effect in each contract or purchase order it enters into with third parties.

Addition: See proposed addition in red, underlined text.

4.15.6 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. The School's obligation to indemnify, defend, and hold harmless includes any claim by School's<sup>2</sup> agents, employees, representatives, or any subcontractor 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 subcontractor's performance or failure to perform 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.

Exception: Indemnification should be reciprocal.

Revision: See proposed revision in red, underlined text.

## VI. BREACH OF CONTRACT, TERMINATION, AND DISSOLUTION

6.1.3. Termination by the School. Should the School choose to terminate this Contract before the end of the contract term, it may do so in consultation with the Commission at the close of any school year and upon written notice to the Commission, students and their guardians, given, when possible, at least one hundred and twenty (120) days before the end of the school year.

Addition: See proposed addition in red, underlined text.

6.1.4 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 will supervise and have authority to conduct 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 ~~Charter-School~~ Board and School personnel shall cooperate fully with the winding up of the affairs of the School.

Exception: The Contract should be able to be terminated, without need for revocation of the charter and/or closure of the School.

Question: it seems unusual that the Commission would be responsible for winding up the affairs of the business, when the School is run by nonprofit public benefit corporation. Moreover, the Contract indicates that the Commission will not be responsible for, or assume any liability for the School; however, if the Commission is involved in winding up the affairs of the organization, it may become liable for debts and liabilities (if the nonprofit is forced into bankruptcy and the Commission paid debts out of order as required by law, the Commission may be liable for those debts and liabilities).

Revision: See proposed revision in red, underlined text.

7.1.9 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 Federal and Washington State Statutes and Regulations;
- b. Terms and Conditions of the Contract;
- c. Appendices; and
- d. Any other provisions incorporated by reference or otherwise into the Contract.

Question: Why isn't the charter included in this list?

Appendix 3

Exception: The Board Member Certification form has terms such as "Education Service Provider" that are not defined and are vague.

Appendix 5

Exception: The entire Education Service Provider Agreement Guidelines document lacks clarity because it does not define an ESP.

\* \* \*

As above, SPS WA is eager to work with the Commission to negotiate a mutually beneficial Contract. SPS WA appreciates the Commission's thoughtful review of its concerns, as included herein. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Sarah Satinover

A handwritten signature in black ink that reads "Sarah Satinover". The signature is written in a cursive style with a prominent flourish at the end.

# Board Bylaws

**BYLAWS  
OF  
SUMMIT PUBLIC SCHOOLS WASHINGTON**

(A Washington Nonprofit Corporation)

**ARTICLE I  
NAME**

Section 1. NAME. The name of this corporation is Summit Public Schools Washington (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 Member shall from time to time designate. The Member may change the location of the principal office. Any such change of location must be noted by the Secretary on these Bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Member 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**

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 power that do not further the purposes of the Corporation.

The Corporation shall not carry on 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, 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 Internal Revenue 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.

**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 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. 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 director or officer of the Corporation. On liquidation or dissolution, 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 and that has established its exempt status under Internal Revenue Code section 501(c)(3).

## **ARTICLE VI MEMBERSHIP**

Section 1. SOLE MEMBER. Unless and until these Bylaws are amended to provide otherwise, Summit Public Schools, a California nonprofit public benefit corporation, shall be the sole Member of this Corporation (the “Member”) as the term “member” is defined in RCW 24.03.065. The membership of the Member in the Corporation is not transferable.

Section 2. ASSOCIATES. Nothing in this Article VI shall be construed as limiting the right of the Corporation to refer to persons associated with it as “members” even though such persons are not members of the Corporation, and no such reference shall make anyone a member within the meaning of RCW 24.03.065, including honorary or donor members. Such individuals may originate and take part in the discussion of any subject that may properly come before any meeting of the Board, but may not vote. The Corporation may confer by amendment of its Articles of Incorporation or these Bylaws some or all of the rights of a member, as set forth in the Washington Nonprofit Corporation Act, upon any person who does not have the right to vote for the election of directors, on a disposition of substantially all of the Corporation’s assets, on the merger or dissolution of it, or on changes to its Articles of Incorporation or Bylaws, but no such person shall be a member within the meaning of RCW 24.03.065. The Board may also, in its discretion, without establishing memberships, establish an advisory council or honorary board or such other auxiliary groups as it deems appropriate to advise and support the Corporation.

Section 3. RIGHTS OF MEMBER. The Member (as defined in RCW 24.03.065) shall have the right, as set forth in these Bylaws, to elect or appoint members of the Board of Directors, to remove members of the Board of Directors, to vote on the disposition of all or substantially all of the Corporation's assets, to vote on any merger and its principal terms and any amendment of those

terms, and to vote on any election to dissolve the Corporation, and as otherwise required under the Washington Nonprofit Corporation Act and/or set forth in these Bylaws.

## **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 of the Articles of Incorporation or 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 of Directors ("Board"). The Board may delegate the management of the Corporation's activities to any person(s), 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 Section 1 of these Bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

- a. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, except the Chief Regional Officer, agents, and employees; prescribe powers and duties for them as are consistent with the law, the Articles of Incorporation, 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 corporate 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).
- d. Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

Section 3. **DESIGNATED DIRECTORS AND TERMS.** The number of directors shall be no less than three (3) and no more than nine (9), unless changed by amendments to these Bylaws. All directors shall be designated by the Member. The Board of Directors shall consist of at least three (3) directors unless changed by amendment to these Bylaws.

Except for the initial Board of Directors, each director shall hold office unless otherwise removed from office in accordance with these Bylaws for three (3) year(s) and until a successor director has been designated and qualified. The terms of the Directors shall be staggered to ensure that no more than one-third (1/3) of the directors have less than one year of experience on the Board, with the exception of the initial WA Board.

Section 4. **DIRECTORS' TERM.** Each director shall hold office for three (3) years and until a successor director has been designated and qualified.

Section 5. RESTRICTION ON BOARD AUTHORITY. The Board shall not, without the prior written approval of the Member, authorize or direct any officer of the Corporation to perform or commit any of the following acts:

- a. Borrow money in the name of the Corporation for corporate purposes in excess of Twenty Five Thousand Dollars (\$25,000) or utilize property (real or personal) owned by the Corporation as security for loans in excess of Twenty Five Thousand Dollars (\$25,000);
- b. Assign, transfer, pledge, compromise or release any of the claims of or debts to the Corporation in excess of Twenty Five Thousand Dollars (\$25,000) except on payment in full, or arbitrate or consent to the arbitration of any dispute or controversy of the Corporation in excess of Twenty Five Thousand Dollars (\$25,000);
- c. Make, execute or deliver any assignment for the benefit of creditors, or any bond, confession of judgment, chattel mortgage, security agreement, deed, guaranty, indemnity bond, surety bond, or contract to sell or bill of sale of the property of the Corporation in excess of Twenty Five Thousand Dollars (\$25,000);
- d. Acquire, purchase, develop, improve, sell, lease or mortgage any corporate real estate or any interest therein or enter into any contract for any such purposes in excess of Twenty Five Thousand Dollars (\$25,000);
- e. Make any loan or investment of any assets of the Corporation, or enter into any contract or incur any liabilities on behalf of the Corporation other than for fair consideration or in the ordinary course of business relating to its normal daily operation;
- f. Approve the sale, lease, conveyance, exchange, transfer, or other disposition of all or substantially all of the assets of the Corporation;
- g. Approve the principal terms of a merger of the Corporation with another organization;
- h. Approve the filing of a petition for the involuntary dissolution of the Corporation if statutory grounds for such a dissolution exist;
- i. Approve the voluntary dissolution of the Corporation or the revocation of such an election to dissolve it;
- j. Approve, repeal or amend the Bylaws; or
- k. Appoint or remove any member of the Board of Directors.

Section 6. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any

director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office 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; (c) the increase of the authorized number of directors; or (d) the failure of the Member, at any meeting of the Member at which any director or directors are to be elected, to elect the number of directors required to be elected at such meeting.

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 Chief Regional Officer, or 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 Member 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 the Corporation would be left without a duly elected Director in charge of its affairs.

Section 9. REMOVAL OF DIRECTORS. A Director may only be removed by the Member. The Member may remove a Director with or without cause.

Section 10. VACANCIES FILLED BY MEMBER. Vacancies on the Board of Directors shall be filled by the Member.

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 shall be held at the principal office of the Corporation. The Board of Directors may designate that a meeting be held at any place within Washington that has been designated by resolution of the Board of Directors or in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Open Public Meetings Act RCW 42.30.

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. 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 at any meeting required to be open to the public vote by secret ballot. Any vote taken in violation of this section shall be null and void.



Section 14. ANNUAL MEETINGS. The Board of Directors shall meet annually for the purpose of organization and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as may be specified and noticed by resolution of the Board of Directors. Prior notice of all meetings shall be provided to the Member.

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 seventy-two (72) hours before a regular meeting, the Board or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. The agenda shall specify the time and location for the regular meeting and shall be posted in a location that is freely accessible to members of the public, or on the Corporation's internet web site, if the Corporation has one, and at the site of each charter school operated by the Corporation. The agenda shall include information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services may be made by a person with a disability who requires modification or accommodation in order to participate in the public meeting. The agenda shall provide an opportunity for members of the public to directly address the Board on any item of interest to the public before or during the Board's consideration of the item, that is within the authority of the Board. Except as otherwise permitted by the Open Public Meetings Act, no action or discussion shall be undertaken on any item not appearing on the posted agenda.

Section 16. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the President of Directors, if there is such an officer, or a majority of the Board of Directors. If a President has not been elected then the Chief Regional Officer 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 of the Board 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

(2) Notice of a special meeting called under 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 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 (a) and (b) of this section shall specify the time and place of the special meeting and the business to be transacted. Final disposition shall not be taken on any other matter at such meetings by the Board.

(4) The notices provided in this section may be dispensed with in the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage.

Section 17. EMERGENCY MEETINGS. In the event of an emergency, as defined by RCW 42.30.070, and there is a need for expedited action by the Board to meet the emergency, the President may provide for a meeting site other than the regular meeting site and the notice requirements of RCW 42.30.070 shall be suspended during such emergency.

Section 18. QUORUM. A majority of the directors then in office shall constitute a quorum. All acts or decisions of the Board of Directors will be by majority vote based upon the presence of a quorum. Should there be fewer than a majority of the directors present at any meeting, the meeting shall be adjourned. Directors may not vote by proxy.

Section 19. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the in the Open Public Meetings Act are complied with.

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 majority vote of the Board. In such a session, final disposition may be taken only on matters appearing on the agenda. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in this section shall prohibit the Board from establishing a procedure for readmitting an individual or individuals not responsible for disturbing the orderly conduct of the meeting.

Section 21. ADJOURNMENT. The Board of the Corporation 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 of the Board 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 section 16 for special meetings, unless such notice is waived as provided for special meetings. Whenever any meeting is adjourned a copy of the order or notice of adjournment shall be conspicuously posted immediately after the time of the adjournment on or near the door of the place where the regular, adjourned regular, special, or adjourned special meeting was held. When a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings by resolution.

Section 22. COMPENSATION AND REIMBURSEMENT. Directors may receive such compensation, if any, for their services as directors or officers, and such reimbursement of expenses, as the Board of Directors may establish by resolution to be just and reasonable as to the Corporation at the time that the resolution is adopted.

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 of Directors shall be by majority vote of the authorized number of directors. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, 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 Member or Board of Directors;
- b. Fill vacancies on the Board of Directors or any committee of the Board;
- c. Fix compensation of the directors for serving on the Board of Directors or on any committee;
- d. Amend or repeal Bylaws or adopt new Bylaws;

- e. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;
- f. Create any other committees of the Board of Directors or appoint the members of committees of the Board;
- g. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or
- h. 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 of Directors shall be governed by, held, and taken under the provisions of these Bylaws concerning meetings, other Board of Directors' 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 of Directors' resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these Bylaws. If the Board of Directors has not adopted rules, the committee may do so.

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

Section 26. **COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS.** The Corporation and the Board of Directors 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 Regional Officer, a President, a Secretary, and a Chief Financial Officer. The Corporation, at the Board's direction, may also have a President, one or more Vice-Presidents, 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 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 neither the Secretary nor the Chief Financial Officer may serve concurrently as the Chief Regional Officer or the President.

Section 3. **ELECTION OF OFFICERS.** The officers of this Corporation, except the Chief Regional Officer, shall be chosen annually by the Board of Directors and shall serve at the

pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 4. APPOINTMENT OF OTHER OFFICERS. The Board of Directors may appoint and authorize the President, the Chief Regional Officer, or another officer to appoint 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 the 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 of Directors may remove any officer with or without cause. An officer who was not chosen by the Board of Directors may be removed by any other officer on whom the Board of Directors 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 need not be filled on an annual basis.

Section 8. PRESIDENT. The President shall preside at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 9. CHIEF REGIONAL OFFICER. The Chief Regional Officer shall be selected by the Member. Subject to such supervisory powers as the Board of Directors may give to the President, if any, and subject to the control of the Board, and subject to Chief Regional Officer's contract of employment, the Chief Regional Officer shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The Chief Regional Officer shall have such other powers and duties as the Board of Directors or the 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 of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. 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, if special or emergency, how authorized; the notice given; and the names of the directors present at Board of Directors and committee meetings.

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

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Directors 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 other duties as the Board of Directors or the Bylaws may require.

Section 11. CHIEF FINANCIAL OFFICER. The Chief Financial Officer 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 Chief Financial Officer 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 Chief Financial Officer 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 of Directors may designate; (b) disburse the Corporation's funds as the Board of Directors may order; (c) render to the President, Chief Regional Officer, and the Board, when requested, an account of all transactions as Chief Financial Officer 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 Chief Financial Officer shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board of Directors 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 Chief Financial Officer on his or her death, resignation, retirement, or removal from office.

## **ARTICLE IX CONTRACTS WITH DIRECTORS**

Section 1. CONTRACTS WITH DIRECTORS. The Corporation shall not enter into a contract or transaction in which a director 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 are directors and have a material financial interest).

## **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 (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Corporation's Conflict of Interest Policy 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 its name unless authorized by a resolution of the

Board. Such authority may be general or confined to specific instances. In addition, the Corporation may not pledge, assign, or encumber any public funds received or to be received pursuant to RCW 28A.710.220.

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, 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 4 of this Article XII, 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.

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.08.310 ct; 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 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 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 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 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 or Advanced Expenses pursuant to Section 3 of Article XII must first submit to the Board a sworn statement requesting indemnification or Advanced Expenses, as the case may be, and reasonable evidence of all such amounts requested by such Indemnified Person (such statement, a "*Claim*"). If (a) a Claim pursuant to Section 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 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 XII 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.

**Section 5. PROCEDURES EXCLUSIVE.** Pursuant to RCW 24.03.043 of the Washington Nonprofit Corporation Act in reference to RCW 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 VII are in lieu of the procedures required by RCW 23B.08.550 or any successor provision of the Washington Business Corporation Act.

**Section 6. NONEXCLUSITIVITY 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 (a) any statute, (b) provision of these Articles of Incorporation, (c) the Bylaws of the corporation, (d) by general or specific action of the Board of Directors, (e) by contract or (f) otherwise.

### **ARTICLE XIII INSURANCE**

**Section 1. INSURANCE.** This Corporation shall have the right to purchase and maintain insurance to 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 committees of the Board, which shall also be promptly provided to the Member; 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. The Member and every 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 Washington and federal law. The inspection may be made in person or by the Member or 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 Washington or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. ACCOUNTING RECORDS AND MINUTES. On written demand on the Corporation, the Member and any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the Member interest as a Member or director's interest as a director. Any such inspection and copying may be made in person or by the Member or 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 Washington 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 business office in Washington, the Secretary shall, on the written request of any director, furnish to that director a copy of the Articles of Incorporation and Bylaws, as amended to the current date.

**ARTICLE XVI  
REQUIRED REPORTS**

Section 1. ANNUAL REPORTS. The Board of Directors shall cause an annual report to be sent to the Member and itself (the members of the Board of Directors) within 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, or 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 certificate of 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 to the Member and all directors, or as a separate document if no annual report is issued, the Corporation shall, within 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" 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 either:
  - (1) Any director or officer of the Corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or
  - (2) Any holder of more than 10 percent of the voting power of the Corporation, its parent, or its subsidiary. The 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 Member 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 of Incorporation, or any laws.

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

**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 months ending 12/31.

Section 2. **RULES OF PROCEDURE.** The rules of procedure at meetings of the Board and committees of the Board shall be rules contained in Roberts' Rules of Order on Parliamentary Procedure, Newly Revised, so far as applicable and when not inconsistent with these Bylaws, the Articles of Incorporation or any resolution of the Board.

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.

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected and acting Secretary of Summit Public Schools Washington, a Washington nonprofit corporation; that these Bylaws, consisting of 19 pages, are the Bylaws of this corporation as adopted by the Board of Directors on \_\_\_\_\_; and that these Bylaws have not been amended or modified since that date.

Executed on \_\_\_\_\_ at \_\_\_\_\_, Washington.

\_\_\_\_\_

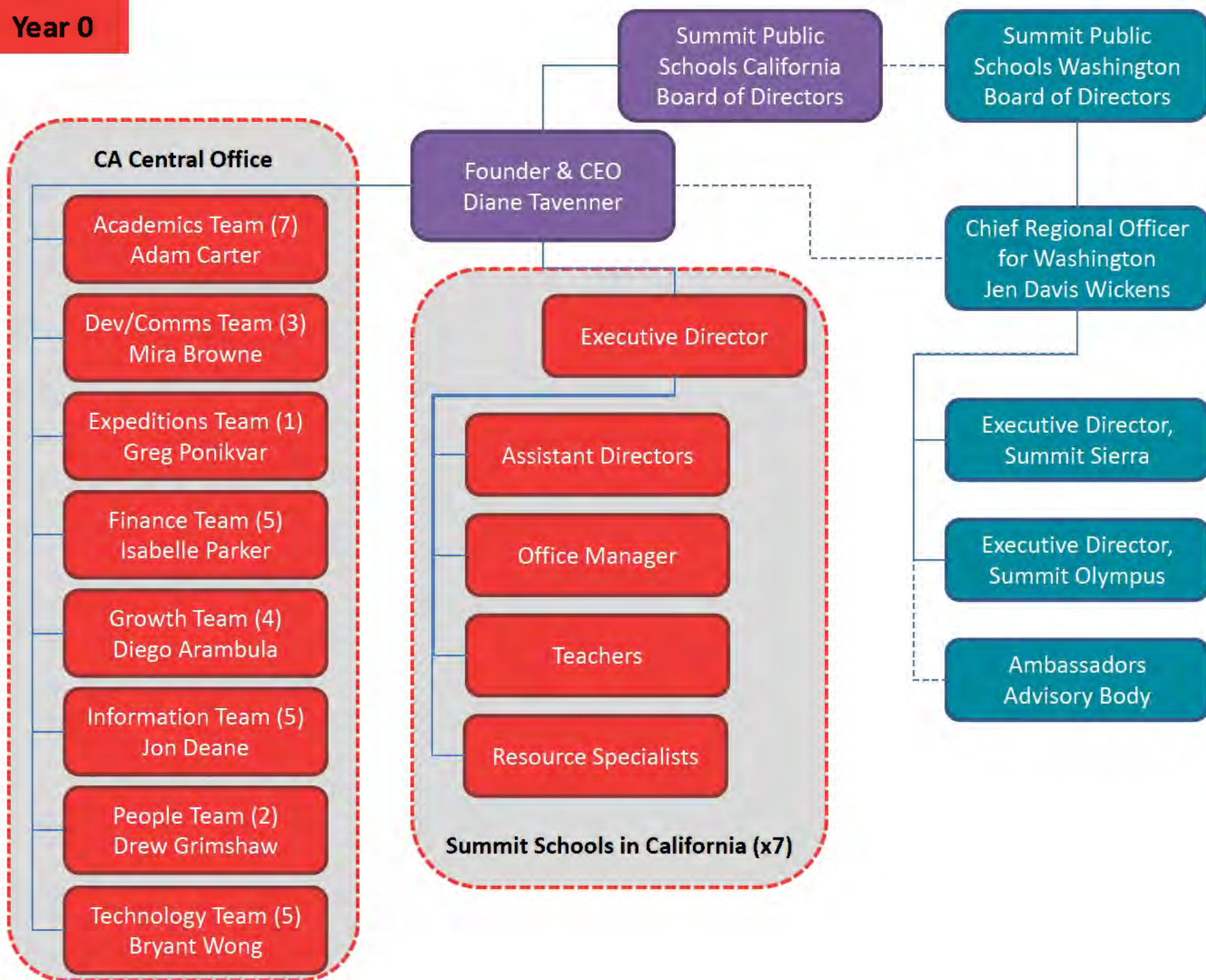
\_\_\_\_\_, Secretary



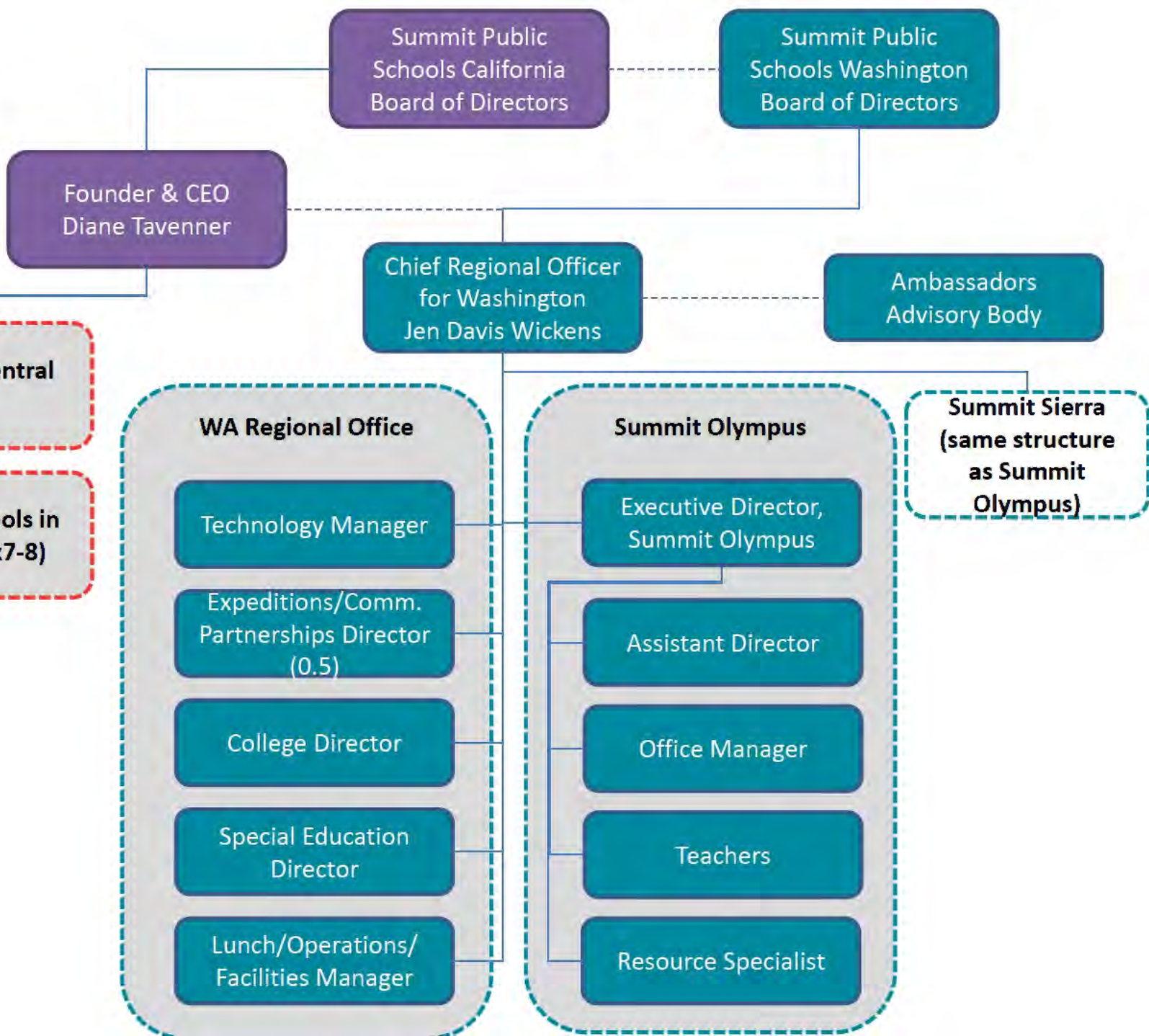
# Summit Public School: Olympus

## Attachment 13 Organizational Charts

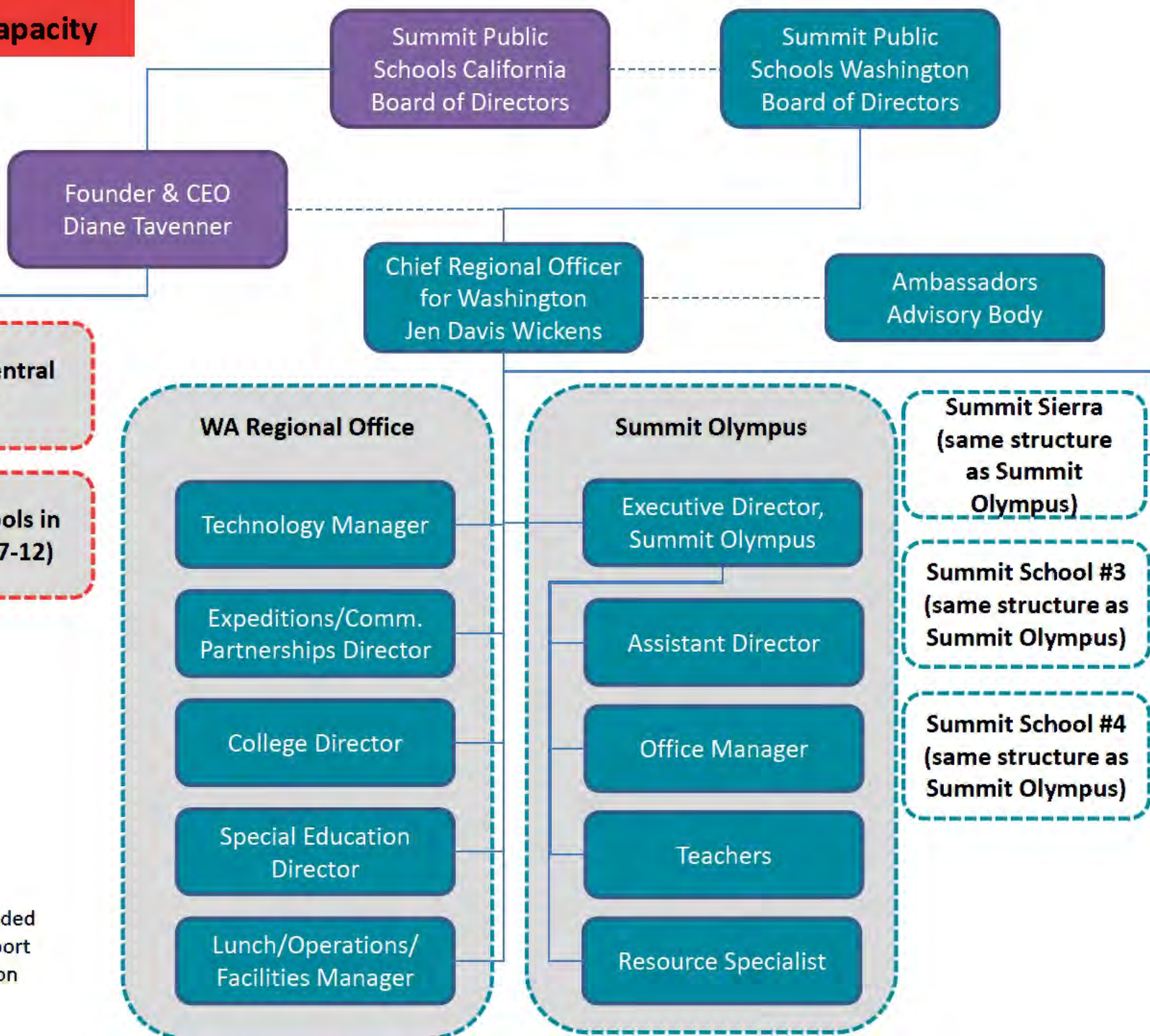
**Year 0**



**Year 1**



# Year 5 – At Capacity



\* Capacity will be added as necessary to support schools in Washington and California





## Summit Public School: Olympus

Board Member Documents, including:  
Board Member Information for WA Board  
Biographies for CA Board Members who will support  
WA Board

## **Board Member Information for WA Board**

## Charter School Board Member Information

**To be completed individually by each proposed charter school board member.**

**All forms must be signed by hand.**

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, Washington State Charter School Commission (WSCSC) requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

### Background

1. Name of charter school on whose Board of Directors you intend to serve Summit Public Schools Washington
2. Full name Jimmy Zuniga  
Home Address [REDACTED]  
Business Name and Address [REDACTED]  
Phone Number [REDACTED]  
E-mail address [REDACTED]
3. Brief educational and employment history. (No narrative response is required if resume and professional bio are attached.)  
 Resume and professional bio are attached.
4. Indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation (to the extent not otherwise indicated in your response to Item 3, above).  
 Does not apply to me.  Yes
5. Why do you wish to serve on the board of the proposed charter school?  
Serving on the board would allow me to support Summit Public Schools (SPS) as the organization grows in Washington. SPS has a track record of success with students from diverse backgrounds, and as they expand to serve more students in Washington, it is vital they have knowledgeable and experienced leaders ensuring their success in this new community. I would

be honored to play a role in guiding that successful growth.

From 2004-2008, I was a student at the first Summit school in Redwood City, CA. As an alumnus, I know firsthand what makes SPS successful, and this is why I would like to serve on the board. I would like to ensure that our schools are not only operational and financially strong, but also that we have the right leaders to execute Summit's mission.

6. What is your understanding of the appropriate role of a public charter school board member?

The Board's role is primarily to provide fiscal oversight, hire and fire the school leader(s), and create and oversee a long-term strategic plan. Put another way, it should be focused on ensuring the school's students are achieving academic success, the program is operationally and financially strong, and the right leadership is in place to execute on Summit's mission.

7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.

One of the strengths I bring to the SPS board is that I have deep knowledge of what makes Summit schools successful. Since I graduated from Summit, I have maintained a close relationship with the organization. I have interned with the organization multiple times—often in capacities related to school operations and governance—and this has given me keen insight into what effective leadership in Summit schools needs to look like for students to achieve.

8. Describe the specific knowledge and experience that you would bring to the board.

The specific knowledge and experience that I would bring to this board relates to multiple levels of effective governance. As an alumnus, I am very familiar with the school's mission and program, and I know what Summit leadership must do to support students. I also know what it takes for students to be successful post-Summit; thus, I deeply understand the skills and knowledge that students need to gain while at Summit. This experience will support the board's work as we create and oversee a long-term strategic plan and find effective leadership to support students and achieve the school's mission.

Furthermore, as an educator and a current graduate student in the Stanford Teacher Education Program (STEP: a teacher certification and M.A. in Education program), I understand how schools must be diligent with regard to curriculum, instruction, and assessment. Finally, as a graduate from the M.A. in Educational Program at Tufts University, I also bring knowledge of sociocultural theories of education and how schools should serve diverse student populations to address social inequities.

### **School Mission and Program**

1. What is your understanding of the school's mission and guiding beliefs?

While the school has continued to innovate and iterate its educational program, the mission has always been the same: to prepare a diverse student population for success in a four-year college and to be thoughtful, contributing members of society. At the heart of this mission, we

believe in addressing social inequities through the capacity of our schools, and we do this by serving a heterogeneous student population in untracked classrooms. We offer a rigorous academic program, and our students thrive for a number of reasons. First, we believe in hiring and retaining high performing teachers. Second, we believe in cultivating inclusive learning communities. Third, we have high expectations for all students – no matter students’ backgrounds, we believe all students can go to a four-year college.

2. What is your understanding of the school’s proposed educational program?

Our educational program is focused on what it takes to be truly college ready:

- Cognitive Skills: Deeper learning, critical thinking, communication, and problem solving skills needed to succeed in and engage with today’s world.
- Habits of Success: Social, self, and interpersonal skills needed to succeed in college and the working world.
- Content Knowledge: Information that must be learned in a variety of disciplines.
- Real World Experiences (Expeditions): Students need to engage with the world to discover their passions and apply their learnings in an interdisciplinary environment.

3. What do you believe to be the characteristics of a successful school?

Successful schools are deliberate in the school culture they cultivate, and they engage students, teachers, parents, and other community members in this process. They hire and retain high performing teachers, and they have innovative and consensus-building school leaders. These kinds of schools put students first, and this means they do not stagnate as they continually strive to improve themselves. To this end, they continually provide professional development for teachers, they use data to drive decision-making (especially around instructional strategies), and they prepare students to go to college and to be thoughtful, contributing members of society.

4. How will you know that the school is succeeding (or not) in its mission?

We will know the school is succeeding if it is meeting the targets it has laid out in its charter. We will also use student outcome data (e.g., test data, college acceptance data, etc.) and qualitative data (e.g., student surveys, parent surveys, teacher satisfaction/turnover).

### **Governance**

1. Describe the role that the board will play in the school’s operation.

The Board will not be involved in day-to-day operations. As mentioned above, the Board has three primary responsibilities. By providing financial oversight and hiring the best talent to lead the organization, the Board will ensure operations goes smoothly. Of course Board members will provide expertise as they have it – for example, if someone has facilities expertise, they may coach the leader on that.

2. How will you know if the school is successful at the end of the first year of operation?

We will know the school is successful at the end of the first year of operation if we have a strong school leader in place and strong enrollment. In addition, we will be on budget and students will be on track on their Personalized Learning Plans.

3. How will you know at the end of four years if the school is successful?

We will know the school has been successful at the end of four years if the items in the previous question are met. Students will demonstrate college preparedness, and we will have collected college acceptance data. We will be able to compare testing data to other schools serving a similar population and find that our students are outperforming their peers in other schools. Finally, we will know we have been successful at the end of four years if our school model is sustainable on public funds, we have low teacher turnover, and there are positive findings in parent and student satisfaction surveys. Many of these outcomes are listed in our charter.

4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?

We need to hire and coach the right leader, ensure fiscal oversight, and be strong, vocal supporters of the school. We also need to provide support in areas of expertise when needed (e.g., legal, facilities, fundraising, school administration).

5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?

I would ensure ahead of time that there are Board procedures and protocol for dealing with such situations. If I believed one or more member were acting unethically or not in the best interests of the school, I would bring it up with the individual(s) in question in a timely fashion. My next step would be to bring it up with the Board Chair. If I were unable to resolve the issue through any of these means, I would bring it up with the rest of the Board. Based on protocol, and if necessary, I would have a closed session and remove that member from the Board.

#### Disclosures

1. Indicate whether you or your spouse knows the other prospective board members for the proposed school. If so, please indicate the precise nature of your relationship.

I / we do not know any such trustees.  Yes

2. Indicate whether you or your spouse knows any person who is, or has been in the last two years, a school employee. If so, indicate the precise nature of your relationship.

I / we do not know any such employees.  Yes

3. Indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). 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 any such persons.  Yes

I know the Summit Public Schools California leadership. Many of them are my former teachers and school administrators, but I have also interned with the organization multiple times since graduating from high school. The Summit California leadership will be providing support services to the Summit Public Schools Washington organization.

4. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. 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

5. If the school intends to contract with an education service provider or management organization, indicate whether you or your spouse knows any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.

Not applicable because the school does not intend to contact with an education service provider or school management organization.

I / we do not know any such persons.  Yes

I know the Summit Public Schools California leadership, who will be providing services to the Washington schools. See response to Question 3.

6. If the school contracts with an education service provider, please indicate whether you, your spouse, or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, provide a detailed description.

N/A.  I / we have no such interest.  Yes

7. If the school plans to contract with an education service provider, 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.

N/A.  I / we or my family do not anticipate conducting any such business.  Yes

8. Indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization that is partnering with the charter school. To the extent you have provided this information in response to prior items, you may so indicate.

Does not apply to me, my spouse or family.  Yes

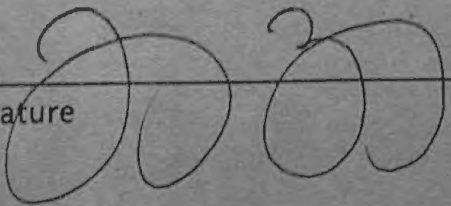
I am a graduate student in the Stanford Teacher Education Program, and Summit Public Schools actively recruits new teachers from this program.

3. Indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board.

None.  Yes

### Certification

I, Jimmy Zuniga, certify to the best of my knowledge and ability that the information I am providing to the Washington State Charter School Commission as a prospective board member for Summit Public Schools Washington Charter School is true and correct in every respect.

  
Signature

11/12/13  
Date



## **Secretary, Board of Directors, Summit Public Schools Washington: Jimmy Zuniga**

Expertise: Curriculum, instruction, assessment, sociocultural foundations of education, organization

Education and Experience: Mr. Zuniga began his career in education while a student in the second class at Summit Preparatory High School in Redwood City, CA. Engaged in Summit's charter renewal process, Jimmy regularly attended district board meetings and became involved in representing Summit to district officials, local legislators, and prospective families. Through this work, Jimmy advocated for and supported the opening/renewal of five Summit schools. He served as an assistant to head administrators at Summit during his summers, helped the school move locations multiple times, and read pedagogy and education policy articles in his free time in between work projects. During his senior year, Jimmy was awarded the Gates Millennium Scholarship for his academic achievement, community service, and leadership at Summit; the Gates scholarship provides Jimmy with educational funding for a B.A. through Ph.D.

In college, Jimmy founded the Tufts University Financial Aid Student Advisory Board as a focus group created to provide constructive feedback to his university's financial aid office. His experiences as a low-income, first-generation American and first-generation college student inspired Jimmy to address equity and access issues that he and his classmates faced at Tufts. As co-chair, Jimmy's work with the financial aid office led to increased transparency and accessibility for students at Tufts. Jimmy also worked as a teacher's assistant in middle and high school classrooms as part of a summer internship program at Boston Collegiate Charter School in Boston's Dorchester neighborhood. He returned the following year not only to participate as a teacher's assistant again, but also to lead the internship program. He managed learning contracts for eight college interns and facilitated weekly workshops on topics in education with guided readings and guest speakers from the community.

Funded by the Gates scholarship, Jimmy received a B.A. in Psychology in 2012 and M.A. in Educational Studies in 2013 from Tufts University. Jimmy is now a graduate student in the Stanford Teacher Education Program, a dual teacher certification and MA in education program. He is expected to graduate in June 2014.

# JIMMY ZUNIGA

## EDUCATION

Stanford University, Stanford, CA

**M.A. in Education**

**Expected June 2014**

Gates Millennium Scholar

Tufts University, Medford, MA

**M.A. in Educational Studies**

**2013**

Gates Millennium Scholar

Tufts University, Medford, MA

**B.A. in Psychology**

**2012**

Gates Millennium Scholar

Universidad de Buenos Aires, Buenos Aires, Argentina

**Fall 2010**

Universidad Católica Argentina, Buenos Aires, Argentina

**Fall 2010**

Summit Preparatory Charter High School, Redwood City, CA

**June 2008**

## GRANTS & SCHOLARSHIPS

Gates Millennium Scholarship Program

Fall 2008 – Present

Educational scholarship, B.A. through Ph.D. *Awarded to students who have excelled in academic achievement, community service, and leadership potential.*

Dept. of Education Fellowship, *Tufts University*

Summer 2012 – Winter 2013

Arts, Sciences & Engineering Diversity Fund, *Tufts Career Services*

Summer 2011

Lori Winters Samuels & Ted Samuels Endowed Scholarship, *Tufts University*

Fall 2011 – Spring 2012

## WORK EXPERIENCE

Sequoia High School, Redwood City, CA

**Student Teacher**

**Fall 2013 – Present**

Co-teach junior level English classes with a cooperating master teacher, create and implement Common Core aligned curriculum.

Columbia Middle School, Sunnyvale, CA

**Student Teacher**

**Summer 2013**

Implemented summer enrichment curriculum, co-taught language arts lessons with cooperating master teacher, facilitated small reading groups.

Tufts University Dept. of Education, Medford, MA

**Social Media Manager**

**2012 – 2013**

Managed official Dept. of Education Facebook, Twitter, and WordPress accounts, researched and posted content daily.

Boston Collegiate Charter School, Dorchester, MA

**Senior Intern**

Regularly taught lessons in two high school English classrooms to whole class or small groups of special needs students. Supervised eight college interns: managed interns' learning contracts, supervised projects, planned and facilitated weekly workshops on topics in education (assigned readings and invited guest speakers).

**2011**

**Intern**

Assisted in middle and high school science classrooms, developed marketing materials for school fundraising, conducted research on SAT scores and student demographics.

**Summer 2010**

Tufts Student Ambassador Program, Medford, MA

**Student Ambassador**

Contacted and interviewed alumni as part of a university initiative to survey and re-engage alumni.

**2009 – 2010**

The Summit Institute, Redwood City, CA

**Summer Intern**

Participated in the start up of Everest Public High School. Recruited and managed volunteers, lobbied state legislators on upcoming charter school bills, presented to a foundation and fundraised \$75,000, developed and managed enrollment and other school operation systems, developed procedural and compliance systems and forms.

**Summer 2009**

Summit Preparatory Charter High School, Medford, MA

**Special Projects Coordinator**

Managed data for new students matriculating, helped write and send summer mailings, served as an assistant to head administrators, performed other administrative duties, orchestrated a move to a new campus (twice).

**Summer 2006, Summer 2007**

RESEARCH EXPERIENCE

Tufts University Dept. of Education, Medford, MA

**Graduate Research Assistant**

*LGBTQ youth and schooling project*, Principal Investigator: Sabina Vaught, Ph.D.

- Reviewed approximately 150 foundations, served as a liaison to University Corporate and Foundation Relations, prepared literature review of sexuality education theory, developed research participant interview guidelines.
- Co-led a professional development workshop on race for Boston area teachers (hosted by Primary Source, nonprofit).

**June 2012 – Present**

Tufts University Dept. of Psychology, Medford, MA

**Research Assistant**

*Interpersonal Perception and Communication Laboratory*, Principal Investigator: Nalini Ambady, Ph.D.

- Prepared stimuli in editing programs, developed and conducted experiments, analyzed data.
- Presented research poster at Tufts Undergraduate Research Symposium on 4/9/10.

**January 2009 – May 2011**

LEADERSHIP EXPERIENCE

Tufts University New Student Orientation, Medford, MA

**Executive Orientation Leader**

Assisted 28 incoming freshmen with class registration and the transition to college.

Financial Aid Student Advisory Board, Medford, MA

**Co-chair**

Helped found, co-chaired meetings to organize a diverse group of financial aid recipients to provide constructive feedback to the Tufts Financial Aid Office. Single-handedly wrote and submitted a recommendation for edits to make the department's website more user-friendly.

Programming Board, Medford, MA

**Marketing Chair**

Collaborated with student groups to develop and execute marketing plans for multiple events (scales of 50-3000 students) over the school year.

Tufts Student Fund, Medford, MA

**Leader**

Worked on this two-week student-driven initiative to fundraise from within the student community a one-year scholarship for a student who might not have been able to return due to the 2008 economic crisis. Donor matched students' \$7,606 (20% participation) with a \$20,000 donation.

Tufts Community Union Senate, Medford, MA

**Elected Senator.**

Member of Administration & Policy subcommittee and faculty Committee on Undergraduate Admissions & Financial Aid, revised rule governing dorm programming funds, worked on allocation plan for over \$680,000.

Summit Preparatory Charter High School, Redwood City, CA

**Summit Ambassador**

Student spokesperson for distinguished legislators, prospective families, district officials, and many other individuals.

Summit Preparatory Charter High School, Redwood City, CA

**Student Leader on Junior Study Trip Fundraising & Planning Team**

Leader on a team that fundraised \$30,000 for a class field trip to Oregon. Solely managed the first fundraising event (marketed, priced, and sold old classroom furniture), helped coordinate various other fundraisers, and assigned jobs to students. Worked with teammates to organize and negotiate travel, housing, activities, and meals for a five-day trip for 150 participants.

## PANELS, CONFERENCES &amp; PUBLICATIONS

*Affirmative Action in Higher Education*

Panelist at a campus event held by the Tufts Education Society, Medford, MA.

March 2012

*Judith Butler: Boycott Politics and Global Responsibility*

Opening speaker at a campus event co-sponsored by various academic departments, Medford, MA.

March 2012

*Student Life in College*

Panelist at Summit Preparatory Charter High School, Redwood City, CA.

March 2011

Fall 2009, Fall 2011

Spring 2009 – Spring 2010

Fall 2009 – Spring 2010

Spring 2009

Fall 2008 – Spring 2009

Spring 2005 – Summer 2008

August 2006 – March 2007

<i>Tufts Undergraduate Research Symposium</i> Poster presenter at Tufts University, Medford, MA.	April 2010
<i>“Social Inequalities in the American Education System(s)”</i> Co-author for article in <i>Discourse Magazine</i> by the Institute for Global Leadership, Medford, MA.	Spring 2010
<i>Developing Leaders Conference</i> Participant at Tufts University, Medford, MA.	February 2009, February 2010
<i>Applying to College</i> Panelist at Summit Preparatory Charter High School, Redwood City, CA.	January 2010
<i>Transitioning to College</i> Panelist at Summit Preparatory Charter High School, Redwood City, CA.	June 2009
<i>Class Week</i> Panelist at Jonathan M. Tisch College of Citizenship and Public Service, Medford, MA.	April 2009
<i>Gates Millennium Leadership Conference</i> Participant at Gates Millennium Scholarship Program, Chantilly, VA.	September 2008

## ACTIVITIES

<i>Tufts Admissions Office</i> <b>Representative for Tufts community</b> , Medford, MA Greeted and hosted prospective students and served as tour guide. Employee who answered phone calls, checked in prospective students for information sessions, assisted front desk and reception.	Fall 2008 – Spring 2010
<i>Tufts Dance Collective</i> <b>Dancer</b> , Medford, MA	Fall 2008
<i>Bilingual Computer Class for Summit Parent Organization Team</i> <b>Tutor</b> , Redwood City, CA Taught Spanish-speaking adults how to set up email and use the Internet.	Fall 2007 – Spring 2008

## Biographies for CA Board Members who will support WA Board

*Note: The CA Board members will not be on the WA Board. Their biographies are included here to demonstrate the depth of support that WA members will receive. They are also illustrative of the type of board member that will be recruited for the WA Board.*

### **Summit Public Schools Board Chairman: Robert J. Oster**

Expertise: Finance, business management, organization, governance and administration

Education and Experience: Mr. Oster started his career as a professional economist and corporate banker with Bank of America in 1967. He then moved on to positions in corporate finance with a number of Bay Area companies. In 1983, he joined Oracle Corporation as Vice President-Finance and Administration and was responsible for Oracle's initial public offering in 1986.

Since 1987, he has been a private venture investor working with other private and institutional investors in all phases of the venture investing process from incubation and due diligence through building the management team and sale of the company or initial public offering.

Mr. Oster received a BA in economics with honors from Occidental College in 1963 and an MA and Ph.D. in economics from the University of California, Berkeley in 1965 and 1967, respectively. He is an Overseer and a member of the Executive Committee of The Hoover Institution at Stanford University.

### **Summit Public Schools Board Member: Steven Humphreys**

Expertise: Finance, business management, organization, governance and administration

Education and Experience: Steven Humphreys is CEO and Chairman of the Board of Directors of ActivCard Corporation (Nasdaq: ACTI), the leading provider of digital identity security software to the U.S. government and corporations worldwide. He also is Chairman of the Board of SCM Microsystems, Inc. (Nasdaq: SCMM). Mr. Humphreys was formerly the CEO and President of SCM Microsystems, which he joined in 1996 and took public in 1997. Prior to SCM, he served as President of Caere Corporation, a leading provider of optical character recognition software and technology. Previously, Mr. Humphreys held various executive positions at General Electric Information Services as well as other GE business units across a span of 10 years at General Electric.

Mr. Humphreys is an advisor on digital information security to leading venture firms in the US, Europe, and Asia. Mr. Humphreys is serving his first term as an elected member of the Portola Valley Elementary School District Board. He served as a member of the Summit Preparatory Charter High School Board from 2003-2008. He is active philanthropically, primarily in education and the arts, including The Girls' Middle School (Mountain View, California); The Resource Area for Teachers/RAFT (San Jose, California); Stanford University; and others.

Steven holds an MBA and MS from Stanford University and a BS from Yale University.

### **Summit Public Schools Board Member: Blake Warner**

Expertise: Finance, business management, organization, governance, administration

Education and Experience: **Mr. Warner** founded Silicon Valley Partners in 2009 with more than 16 years of investment banking experience, advising media and technology companies. Prior to founding Silicon Valley Partners, Mr. Warner was a Managing Director and Co-head of the Software, Media and Telecommunications group at Thomas Weisel Partners, a San Francisco-based investment bank

specializing in growth companies. Prior to joining TWP, Mr. Warner spent five years at Bank of America specializing in structured finance in the Entertainment, Media & Gaming practice.

Mr. Warner earned his Masters of Business Administration from the Marshall School of Business at the University of Southern California. He received his Bachelor of Arts degree with a double major in Business Economics and Political Science from the University of California at Santa Barbara. Mr. Warner is married, has three children and lives in the San Francisco Bay Area.

**Summit Public Schools Board Member: Robert O'Donnell**

Expertise: Finance, business management, organization, administration

Education and Experience: Robert G. O'Donnell recently retired from his position as a senior vice president and director of Capital Research and Management Company. Capital Research is the investment advisor to the American Funds and is part of the Capital Group Companies. At that firm, he was a portfolio counselor in several mutual funds and served as principal executive officer of The American Balanced Fund, a \$50 billion fund. Prior to joining Capital in 1972, he served in the US Army and was a senior accountant at Arthur Anderson.

For the past nine years, Bob has been a lecturer at the Haas School of Business where he teaches the Investment Strategies and Styles course. He currently serves on the boards of the Sequoia Hospital Foundation and Summit Public Schools, and the Library Advisory Board at the University of California, Berkeley (UCB). Bob also is a member of the Board of Governors of the San Francisco Symphony.

Bob has been recognized for his philanthropic work, most notably with the Chancellor's Award at UCB in 2008. He chaired the UC Berkeley Foundation from 2005–2007 and is an emeritus board member.

In the past, Bob has been a trustee of the Civil War Preservation Trust and a director of Phi Beta Kappa of Northern California. He is also president of The O'Donnell Foundation, a private foundation that supports educational opportunity.

Bob graduated summa cum laude and received his MBA degree from the University of California at Berkeley. He is a CPA and CFA.

Bob and his wife, Sue, reside in Atherton, California.

**Summit Public Schools Board Member: Meg Whitman**

Expertise: Finance, business management, organization, governance and administration

Education and Experience: Ms. Whitman has served as HP's President and Chief Executive Officer since September 2011. She has also served as a member of the Board of Directors of HP since January 2011. From March 2011 to September 2011, Ms. Whitman served as a part-time strategic advisor to Kleiner, Perkins, Caulfield & Byers, a private equity firm. Previously, Ms. Whitman served as President and Chief Executive Officer of eBay Inc., from 1998 to March 2008. Prior to joining eBay, Ms. Whitman held executive-level positions at Hasbro Inc., a toy company, FTD, Inc., a floral products company, The Stride Rite Corporation, a footwear company, The Walt Disney Company, an entertainment company, and Bain &



Company, a consulting company. Ms. Whitman also serves as a director of The Procter & Gamble Company and Zipcar, Inc.



## Summit Public School: Olympus

### Attachment 15

Code of Ethics and Conflicts of Interest Policy

**SUMMIT PUBLIC SCHOOLS WASHINGTON  
CODE OF ETHICS  
FOR  
BOARD OF DIRECTORS, OFFICERS, EMPLOYEES AND VOLUNTEERS**

Summit Public Schools Washington's Board of Directors ("Board of Directors") recognizes that appropriate ethical standards serve to increase the effectiveness of the Board of Directors and their staff as educational leaders in the community. Actions based on an ethical code of conduct promote public confidence and the attainment of established educational goals.

Therefore, every officer, employee and volunteer, whether paid or unpaid, including the Board of Directors, shall adhere to the following code of ethics.

1. **Gifts.** An officer, employee, volunteer or director shall not directly or indirectly solicit any gifts; nor shall an officer, employee, volunteer or director accept or receive any gift having a value of \$75 or more, or gifts from the same source having a cumulative value of \$75 or more over a rolling twelve month period, whether in the form of money, services, loan, travel, entertainment, hospitality or promise, or any other form, if it could be reasonably inferred that the gift was intended to influence the recipient in her or his performance of his or her official duties or was intended as a reward for any official action on the recipient's part.

However, the Board welcomes and encourages the writing of letters or notes expressing gratitude or appreciation to employees and volunteers. Gifts from children that are principally sentimental in nature and of insignificant financial value may be accepted in the spirit in which they are given.

2. **Confidential Information:** An officer, employee, volunteer or director shall not disclose confidential information acquired by him or her in the course of his or her official duties or use such information to further his or her own personal interest. In addition, he/she shall not disclose information regarding any matters discussed in an executive session of the Board of Directors held in accordance with RCW 42.30.110, whether such information is deemed confidential or not.
3. **Representation before the Board:** An officer, employee, volunteer or director shall not receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before the Board of Directors, unless specifically approved according to Summit Public Schools Washington's Conflicts of Interest Policy.
4. **Representation before the Board for a contingent fee:** An officer, employee, volunteer or directors shall not receive or enter into any agreement, express or implied for compensation for services to be rendered in relation to any matter before the Board of Directors, whereby the compensation is to be dependent or contingent upon any action by Summit Public Schools Washington with respect to such matter, provided that this paragraph 4 shall not prohibit the establishment of fees based upon the reasonable value of the services rendered.

5. **Disclosure of interest in matters before the Board.** A member of the Board of Directors, officer, employee or volunteer of Summit Public Schools Washington, whether paid or unpaid, who participated in the discussion or provides official opinion to the board on any matter before the Board shall publically disclose on the official record the nature and extent of any direct or indirect financial or private interest her or she has in such matter. Any Director shall also adhere to the Conflicts of Interest Policy adopted by Summit Public Schools Washington.
6. **Investments in conflict with official duties.** An officer, employee, volunteer or director shall not invest or hold any investment directly in any financial business, commercial or other private transaction that created a conflict or perceived conflict with his or her official duties.
7. **Private employment.** An officer, employee, volunteer or director shall not engage in, solicit, negotiate for or promise to accept private employment when that employment or service creates a conflict with or impairs the proper discharge of his or her official duties.
8. **Future employment.** An officer, employee, volunteer, or directors shall not, after termination of service or employment with Summit Public Schools Washington appear before the Board or any panel or committee of the Board, in relation to any case, proceeding, or application in which he or she personally participated during the period of his or her service or employment or that was under his or her active consideration.

### **Distribution of Code of Ethics**

The Chief Regional Officer of Summit Public Schools Washington shall cause a copy of this Code of Ethics to be distributed annually to every officer, employee, volunteer and director of Summit Public Schools Washington. Each officer, employee, volunteer and director elected or appointed thereafter shall be furnished a copy before entering upon the duties of his or her office or position.

### **Penalties**

In addition to any penalties contained in any other provision of law, any person who shall knowingly and intentionally violate any provision of this Code of Ethics may be fined, suspended or removed from office, employment, volunteer position or as a director, as the case may be, in the manner provided by law and Summit Public Schools Washington governing documents.

## **CONFLICTS OF INTEREST POLICY**

### **SUMMIT PUBLIC SCHOOLS WASHINGTON**

#### **Article I Purpose**

The purpose of the conflict of interest policy is to protect Summit Public Schools Washington's ("SPS-WA") interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of SPS-WA 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:

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

#### **Article III Procedures**

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

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

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

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

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

- a.** An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b.** The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c.** After exercising due diligence, the governing board or committee shall determine whether SPS-WA 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 SPS-WA's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

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

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

## **Article IV Records of Proceedings**

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

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

## **Article V Compensation**

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

## **Article VI Annual Statements**

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

- a.** Has received a copy of the conflicts of interest policy,
- b.** Has read and understands the policy,
- c.** Has agreed to comply with the policy, and
- d.** Understands that SPS-WA is non-profit and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

## **Article VII**

## **Periodic Reviews**

To ensure that SPS-WA 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 SPS-WA's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

## **Article VIII Use of Outside Experts**

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



Attachment 16: ESP Contract Term Sheet

This attachment does not apply to Summit Olympus. Summit Olympus will not contract with any education service providers.



# Summit Public School: Olympus

## Attachment 17 Staffing Chart

## Staffing Chart Form

Use the appropriate table below to outline your staffing plan for the school. Adjust or add functions and titles and add or delete rows as needed.

### High School Staffing Model and Rollout

	Year 1	Year 2	Year 3	Year 4	Year 5	Capacity
Executive Director	1	1	1	1	1	1
Assistant Director(s)	--	1	1	2	2	2
Office Manager	1	1	1	1	1	1
Classroom Teachers (Core Subjects) (English, Math, Science, Social Sciences)	4	8	12	16	16	16
Classroom Teachers (Specials) (Foreign Language: Spanish)	1	2	2	2	2	2
Resource Specialist(s)	1	1	2	2	3	3
Specialty Teacher(s) (Expeditions)	1	2	3	4	4	4
Special Education Director	1	1	1	1	1	1
Expeditions/Community Partnerships Manager	.5	1	1	1	1	1
College Director	--	--	1	1	1	1
Technology Manager	1	1	1	1	1	1
Lunch/Operations/Facilities Manager	1	1	1	1	1	1
Chief Regional Officer	1	1	1	1	1	1
<b>Total FTEs</b>	<b>13.5</b>	<b>21</b>	<b>28</b>	<b>34</b>	<b>35</b>	<b>35</b>

*Note: All staff in the shaded area are in SPS-WA (the Regional Office) and will support Special Education, Expeditions, College, and Technology/Operations for all Summit schools in Washington.*

*Administrative staff include:*

- Executive Director
- Assistant Director(s)
- Office Manager

*Teachers, paraprofessionals, and specialty teachers include:*

- Classroom Teachers (Core Subjects)
- Classroom Teacher(s) (Specials)
- Resource Specialist(s)
- Specialty Teacher(s) (Expeditions)

*Operational and support staff include:*

- Special Education Director
- Expeditions/Community Partnerships Manager
- College Director
- Technology Manager
- Lunch/Operations/Facilities Manager
- Chief Regional Officer



# Summit Public School: Olympus

## Attachment 18 Leadership Evaluation Tools

# SUMMIT PUBLIC SCHOOLS EXECUTIVE DIRECTOR RUBRICS

Note 1: An "Exemplary" ED does all that a "Proficient" ED does, plus additionally those things shown in the "Exemplary" column.

Note 2: Within each major area, both "Actions" and "Indicators" are listed. In the future, the "Indicators" will be used as one measure of an ED's performance.

Note 3: This document was inspired in part by the Interstate School Leaders Licensure Consortium (ISLLC) standards and "Principal Leadership Actions", a document developed by New Leaders for New Schools (2009).

## Clear/Inspirational Vision and Goals

### ACTIONS

#### Does Not Meet Standard

Rarely articulates Summit's vision of high achievement and college readiness for ALL students in the school's diverse student population, and when discussing the vision, does so poorly in part due to lack of confidence in the potential of every student to achieve at high levels

Does not fully embrace the Summit mission and vision and actions frequently contradict the vision and mission

Does not set goals that support the mission and vision and is satisfied with model targets

Does not seek out opportunities to involve stakeholders in developing, maintaining, or implementing Summit's vision

Does not take the time to learn about successes in other schools with similar missions

Does not connect goals to a plan to achieve them.

Rarely mentions goals to members of leadership team

#### Developing

Does not always take the opportunity to reaffirm Summit's vision of high achievement and college readiness for ALL students in the school's diverse student population, but does articulate the vision well

Embraces the Summit mission and vision, but does not act in alignment with that vision at all times

Develops school goals that support the vision and mission, with milestones and benchmarks for student outcomes

Develops opportunities for all stakeholders to learn about the vision and mission

Attempts to learn about and share successes in schools with similar missions and similar student populations in an effort to improve the school

Refers to goals regularly but does not always connect them to every day work at the school

Keeps goals in the mind of the leadership team

#### Proficient

Articulates and continually reaffirms Summit's vision of high achievement and college readiness for ALL students in the school's diverse student population

Enthusiastically embraces and consistently acts in alignment with the Summit vision and mission

Develops detailed school goals, including clear milestones and benchmarks for student outcomes, based on the vision for the school

Enlists stakeholders in developing, maintaining, and implementing Summit's vision and mission for high student achievement and college readiness

Takes the lead in seeking out and learning about the successes of other schools with similar missions and similar student populations, sharing those successes with the leadership team

Uses school goals to make almost all decisions and to measure almost all successes

Assigns members of the leadership team to focus on specific goal areas and builds faculty member ownership for goals in areas in which faculty members teach

#### Exemplary

Articulates and continually reaffirms Summit's vision of high achievement and college readiness for ALL students in the school's diverse student population, making that vision "come alive" on a daily basis

Enthusiastically embraces and consistently acts in alignment with the Summit vision and mission, serving as an ambassador for that vision in the Summit community

Continually seeks out and identifies successes in schools with similar missions and student populations, sharing the successes with the leadership team and identifying ways to incorporate those successes into the school's approach if applicable

Uses school goals to make all decisions and to measure all successes

## Does Not Meet Standard

Does not involve the leadership team in setting grade level or content area goals

Does not develop disaggregated goals for student groups that have traditionally been less successful in school

## Developing

Sets grade level and content area goals with some input from the leadership team

Creates disaggregated goals for student groups that have traditionally been less successful in school, but is not relentless in monitoring or acting on those goals

## Proficient

Treats the leadership team as a partner, setting grade level and content area goals with the full participation of the team

Creates and monitors disaggregated goals for student groups that have traditionally been less successful in school and takes action when sufficient progress is not being made

## Exemplary

## Page 3

Leadership team members take the lead in outlining grade level and content area goals that support the school's vision and mission, with the ED acting as coach

Creates and consistently monitors goals for student groups that have traditionally been less successful in school and takes swift, focused action when sufficient progress is not being made

## *INDICATORS*

School vision and mission are not known by the leadership team and/or are not visible in the daily life of the school

The school's vision and mission are understood by the leadership team as well as by most other stakeholders

The school's vision and mission are clearly understood and supported by the leadership team and other stakeholders

The school's involvement with its mission is obvious to any visitors, as is the passion of the faculty and students, and all stakeholders understand and are fully supportive of the vision and mission

There are no obvious connections between the mission and day to day activities

It is not always obvious how school activities tie to the mission and vision

There are clear ties between school activities and the school's mission and vision

School activities are always aligned with the mission and vision

The ED does not champion the Summit mission and vision

Mission may only be championed by the ED and a few members of the leadership team

The leadership team is passionate about the school's vision and mission; other stakeholders are growing in their support of and commitment to the vision and mission

All stakeholders know and exhibit commitment to the school's vision and mission

Goals are unclear or not ambitious enough

Goals are clear and tied to mission, but may not be aggressive enough

Goals are clear, tied to mission, and aggressive, supported by action plans, milestones and benchmarks

Goals are clear, tied to mission, and aggressive, supported by action plans, milestones and benchmarks, with specific targets for student sub-groups as well as grade cohorts

The leadership team is not aware of schoolwide goals

The leadership team is aware of schoolwide goals, but may not always align those goals with individual grade, content area, and student targets

The leadership team is aware of school and grade targets and has aligned individual targets for students with those goals

Strategic plan priorities are public and assigned with a common understanding of short- and long-term milestones and goals among all LT members

Vision and mission are not posted in the school

Vision and mission may be posted in the school

Vision and mission are posted in the building

Vision and mission are posted in the school and written copies are available for all interested stakeholders



Does Not Meet Standard

The leadership team does not feel ownership of school goals, milestones, and benchmarks

The ED is not interested in learning about state of the art practices in other schools

Developing

Most members of the leadership team feel ownership of school goals, milestones, and benchmarks

The ED is interested in learning about the practices of extraordinary schools, but does not always take the time to do so

Proficient

The leadership team feels ownership of school goals, milestones and benchmarks

The ED regularly investigates the practices of extraordinary schools, but does not always use his research to inform the school's goals and plans

Exemplary

School goals and plans are annually influenced by the ED's investigation of the practices of extraordinary schools

## Culture of Achievement, Collaboration and Trust

### ACTIONS

#### Does Not Meet Standard

#### Developing

#### Proficient

#### Exemplary

Does not acknowledge positive behaviors of students or leadership team	Intends to recognize positive behaviors of students and leadership team, but does not always do so consistently	Almost always recognizes the positive behaviors/contributions of students and leadership team, generating goodwill and behavioral reinforcement in the process	Recognizes positive behaviors/contributions of students and the leadership team, often on-the-spot and very often publicly, leading to much goodwill and positive reinforcement
Does not make values or behavioral expectations clear to students or leadership team	Has begun creating rewards and consequences for students regarding how well they adhere to conduct expectations and how consistently they display the Core Characteristics, but rewards & consequences are not always clear	Creates clear rewards and consequences for students regarding how well they adhere to conduct expectations and how consistently they display the Core Characteristics	Creates clear rewards and consequences for students regarding how well they adhere to conduct expectations and how consistently they display the Core Characteristics, and implements tracking system to assess how well individual students and student cohorts meet expectations
Does not link hard work and aspiration with student achievement	Creates a few deliberate routines that connect hard work and aspiration with student achievement	Shapes the environment to make explicit links between student aspirations and hard work with student achievement	Creates structures and processes that allow students to generate activities/ideas that link school to their aspirations
Does not train teachers how to teach students to set goals	Trains teachers to teach students to set goals	Trains teachers to teach students how to set goals and develop a plan to accomplish those goals	Implements processes/systems that support students in setting and tracking their own goals
Does not expose students to college opportunities	Exposes students to college-related experiences, but not always on a regular basis	Creates structures/programs to expose students to experiences that can help them learn about college and visualize themselves there	Creates a wide variety of opportunities for students to learn about a range of colleges/universities so that students can gain information and visualize themselves there
Believes intelligence is fixed and has different standards for different students	Believes that students can become "smart" with effort, but does not connect it to the school culture	Trains leadership team and students that everyone can achieve high standards in school if they have the right tools/supports and put in the effort required	
Does not attempt to create leadership opportunities for students	Working with leadership team, creates some leadership opportunities for students	Working with the leadership team, creates many leadership opportunities for students	Is creative in working with leadership team and other stakeholders to develop a wide variety of leadership opportunities for students
Does not promote meaningful adult-student relationships	Works with leadership team to encourage adult-student relationships, but does not necessarily have any structures/activities in place to promote this	Creates activities/structures intended to build strong adult-student relationships, and most students have such a relationship	Creates a wide variety of structures (e.g. morning meetings, advisory periods, one-on-one mentoring) that help build strong adult-student relationships for all students

## Does Not Meet Standard

Does not value diversity or understand how it can aid in student development

Does not model the Core Characteristics

Does not always exhibit the highest level of integrity and does not always evaluate the legal and moral consequences of decisions

Does not always model the belief that every student can go to college

Does not always connect with leadership team and students every day

Is sometimes disrespectful and/or sometimes excludes voices from forums to discuss school performance

Focuses mainly on discipline and punishment regarding highly disruptive/troubled students

Does not encourage teachers to make themselves accessible to families and other members of the broader school community

## Developing

Values diversity and has programs in place to reinforce that diversity is sought and valued

Often models the Core Characteristics and has begun to develop routines to reinforce them

Always acts with the highest level of integrity, but does not always remember to evaluate the legal and moral consequences of every decision

Almost always models the belief that every student can go to college

Attempts to connect with leadership team and students every day

Provides opportunities for stakeholder group members to contribute

Implements interventions for high-need students, but may not have fully developed school-wide supports

Encourages teachers to make themselves accessible to families and other members of the broader school community

## Proficient

Values diversity and has a variety of programs/routines/rituals in place to reinforce that diversity is sought and valued

Almost always models the Core Characteristics and reinforces them through the use of routines and symbols

Always acts with the highest level of integrity, evaluating the legal and moral consequences of all decisions, but not always obtaining enough outside input to enable the best decision

Always models the belief that every student can go to college and trains faculty in how to model that same belief

Almost always spends significant time each day connecting with leadership team and students

Values the contributions of all adults and the community based on mutual respect, trust, and empathy, even when contributions may not fit the needs of the school

Implements interventions for high-need students, often before issues arise; school support systems for such students are in place

Creates a school-wide culture in which all teachers make themselves accessible to and approachable by families and other members of the broader school community

## Exemplary Page 6

Values diversity and seeks/utilizes input from the school's diverse community to create schoolwide programs/routines/rituals that reinforce that diversity is sought and valued

Always models the Core Characteristics (CC), both publicly and privately regardless of audience; teaches the CC by example each day; reinforces the CC through a wide variety of routines and symbols

Always conducts him or herself with the highest level of integrity, evaluating the moral and legal consequences of all decisions, and gathering the appropriate input to enable the best decision under the circumstances

Always models the belief that every student can go to college, trains faculty to model that same belief, and insists that they do so 100% of the time

Takes time every day to connect with the leadership team and students

Implements interventions for high-need students, almost always before issues arise; several school support systems are in place

## Does Not Meet Standard

Sets no standards for process/tone used to greet visitors, especially families, to the school

Does not value families' support of students

Does not communicate often with families or other stakeholders

## Developing

Sets expectations about process/tone for greeting visitors to the school, especially families, and trains others in those expectations

Respectfully shares the basic values of the school with families, but does not delineate how in which they can support their student's learning they can positively affect student achievement

Develops a few methods/structures to communicate regularly with families and other stakeholders

## Proficient

Sets clear, high standards for process/tone for greeting visitors, especially families, to the school, and trains others regarding those expectations

Informs parents of learning expectations and specific ways

Creates expectations and puts structures in place for regular, consistent communication--from both the ED and teachers--to families regarding student progress and conduct and to other stakeholders regarding overall school progress

## Exemplary

Page 7

Makes creative links between increased school-family communication and family presence in the school building with achievement of academic goals

## *INDICATORS*

No structures or systems are in place to teach, reinforce, or celebrate the Core Characteristics

Students are not confident in their ability to graduate from high school and attend college

The leadership team does not "narrate" important events/trips before they occur

The idea of attending college is rarely referenced during the school day or school year

Students are taught the Core Characteristics and expectations for student conduct, but these values are not reinforced on a daily basis

Students believe that with hard work and focus they could graduate from high school and attend college, but they are not sure that they will do what is necessary to make it happen

The leadership team usually "narrates" how important events/trips will look and feel, e.g. study trips, the camping trip, etc.

All students are aware that a major goal of the school is that all students will graduate college-ready

The Core Characteristics are taught and reinforced on a weekly basis and there are clear rewards for appropriate behavior and consequences for unacceptable behavior; teachers' roles regarding the Core Characteristics and student behavior are very clear

Almost all students believe that they can/will graduate from high school and attend college, and they see a strong connection between their efforts and their achievements

The leadership team regularly "narrates" how any important event/trip will look and feel, e.g. study trips, the camping trip, etc.

All students believe that they will be able to graduate high school being college-ready, and they are exposed to ideas throughout the year for ways in which they can become more aware of college opportunities that suit them

Students lead daily or weekly sessions (like school meetings, mentor group meetings, morning circles) that teach and reinforce the Core Characteristics, and students hold one another accountable for living by the expectations for student conduct; the leadership team works creatively together to find effective ways to emphasize the Core Characteristics

All students believe that they can and will graduate from high school and go to college; this belief system permeates the school

The leadership team always "narrates" how important events and trips will look and feel so that such events almost always occur without any major glitches

All mentors support students in understanding the college admissions process, researching colleges, applying to colleges, applying for financial aid and scholarships, and selecting colleges; all students are confident that they will attend college after high school

## Does Not Meet Standard

Families and community do not feel welcome at the school

Neither teachers nor students are convinced that the ED has their best interests at heart

Families are not invited to participate at the school; family participation is low

There is no obvious evidence of strong student-adult relationships in the school

Families are not sure what their children are learning and do not take an active interest in their education

Students do not set goals

There are very few leadership opportunities for students in the school

There is infrequent and inconsistent support provided to high need students

## Developing

All visitors to the school--and especially parents--are greeted professionally and warmly

Most teachers and students believe that the ED has their best interests at heart

Families are invited to participate in PLP meetings, with some families being involved in other ways

There are regular structures (e.g. mentor meetings) in place to build direct adult-student relationships, and such relationships are somewhat in evidence

Families understand a few specific actions they can take to support their children's learning (e.g., ensuring regular attendance) and a majority of families provide some support

Students understand that setting and monitoring personal goals is important

There are some leadership opportunities for students in the school

Rapid socio-emotional supports are provided to the most disruptive students, but not necessarily to all high need students

## Proficient

All visitors to the school--especially parents--are greeted professionally and warmly; in addition, visitors notice that others in the school, both adults and students, are polite/welcoming

Almost all teachers and students believe that the ED has their best interests at heart

In addition to all families participating in PLP meetings, many families are involved in other ways as well

There are several structures/processes in place to build strong student-adult relationships, and almost all students have such a relationship

Almost all families take an active interest in their child's education and play a role in supporting their child, ensuring regular attendance, providing sufficient time to do homework, and offering encouragement

Students understand where they need to develop further, and set goals to help them focus

There are many leadership opportunities for students in the school

High need students have appropriate support systems in place, as ALL students are expected to graduate college-ready

## Exemplary

Page 8

Teachers and students overwhelmingly believe that the ED has their best interests at heart

Most families take part in some school activities throughout the year, and parents frequently serve as school ambassadors, sharing their pride in the school with others in the community

Examples of strong adult-student relationships are evident throughout the school, and several adults are familiar with the progress of each student and the plans for that student's further progress

Students set personal goals and monitor them, and understand the link between hard work, goal setting, and achievement

Students have a wide variety of opportunities to exhibit leadership and are frequently recognized for their contributions to the school community

## Does Not Meet Standard

The culture of the school is not a positive one, and visitors notice the lack of pride and positive attitude when they visit

No references to the Core Characteristics are visible to school visitors

Students do not have exposure to college-going opportunities

The school experiences some missteps and/or crises due to a lack of integrity on the part of the ED

The vast majority of stakeholders do not believe that the ED or leadership team are open to input and feedback

## Developing

The culture of the school is improving, becoming more positive by the month; visitors notice that many people at the school (teachers, students, the receptionist) exhibit pride in the school

There are some visible references to the Core Characteristics at the school

Students receive some exposure to college-going experiences

The school does not experience any missteps or crises due to a lack of integrity on the part of the ED

Many stakeholders believe that the ED and the leadership team are open to input and feedback, and many but not all stakeholders understand that the ED and leadership team ultimately make all education-related decisions given their roles as education professionals

## Proficient

The culture of the school is positive, and any visitor who spends significant time at the school notices the positive attitude and pride that almost everyone at the school has

Visitors notice many references to the Core Characteristics when they visit the school

Students receive a healthy dose of exposure to college-going opportunities, e.g. college/university visits, visits from school alumni who have attended college

The ED is an excellent role model for ethical behavior, both to the leadership team and students

Most stakeholders believe that the ED and most of the leadership team are open to input and feedback, while realizing that the ED and leadership team ultimately make all education-related decisions given their roles as education professionals

## Exemplary Page 9

The culture of the school is very positive, and visitors immediately notice the positive attitude and pride that the receptionist, students, teachers and ED demonstrate

Visitors notice many references to the Core Characteristics when they visit the school, and they delight in the creativity and seeming effect of those visible references

All stakeholders believe that the ED and leadership team are open to input and feedback, while realizing that the ED and leadership team ultimately make all education-related decisions given their roles as education professionals

## Rigorous Curriculum and Superior Teaching

### ACTIONS

#### Does Not Meet Standard

#### Developing

#### Proficient

#### Exemplary

Always asks for development and submission of course descriptions at the last minute and does not ensure course approval in a timely manner	Asks teachers to develop and submit course descriptions, but occasionally does so on a last-minute basis	Keeps up-to-date and familiar with A-G curriculum changes; ensures that teachers develop/submit course descriptions in a timely manner; and almost always receives course approval on initial submission	
Inconsistently uses data and/or is not clear how data should drive instructional strategies and practice; makes no effort to teach leadership team the skills necessary to analyze data and improve school performance	Discusses and analyzes disaggregated data with members of the leadership team to support instructional improvements; recognizes the need to teach data analysis skills to the leadership team	Regularly models using data to drive instructional decisions, to identify and prioritize needs, to drive improvements, and to close achievement gaps; supports the leadership team in using data and works to teach leadership team data analysis skills	Consistently and creatively uses disaggregated data to identify areas for instructional improvement, to refine and adapt instructional practice, to determine appropriate strategies across all grades and content areas, to close achievement gaps among student subgroups, and to quickly determine appropriate interventions for students or subgroups not making progress; ensures that leadership team learns the same data analysis skills by establishing appropriate systems, protocols, and routines
Does not attempt to diagnose and/or misdiagnoses the state of instructional practices and is unable to articulate clear strategies to improve instruction	Diagnoses the quality of instructional practices and attempts to articulate strategies for improving instructional practices	Regularly diagnoses the quality of instructional practices at the school, articulates clear strategies for improving instructional practices, and ties these strategies to school goals	Involving the leadership team, regularly diagnoses the quality of instructional practices at the school, articulates clear & innovative strategies for improving instructional practices, and makes clear the connection between strategies/goals
Only rarely visits classrooms and seldom gives feedback to help teachers develop effective instructional strategies and routines	Regularly visits classrooms, but not always timely about giving feedback targeted to help teachers develop effective instructional strategies and routines	Generally gives timely feedback and usually develops followup plans for helping/monitoring teachers needing help with instructional strategies and routines	Consistently gives timely, creative feedback and consistently develops followup plans for helping/monitoring teachers needing help with instructional strategies and routines
Does not place a priority on ensuring that every teacher has a PEP or on ensuring that PEPs are aligned with school goals	Strives to ensure that every teacher has a PEP that focuses the teacher on improving in areas of his/her need, that all PEPs align with school goals, and that teachers receive some professional development aimed at helping them improve	Ensures that every teacher has a PEP that focuses the teacher on improving in areas of his/her need; ensures that PEPs are aligned with school goals; and ensures that teachers are provided with professional development to help them in improving	Ensures that every teacher has a PEP that focuses the teacher on improving in areas of his/her need; ensures that PEPs are aligned with school goals; and ensures that teachers are provided ongoing professional development to help them in improving

## Does Not Meet Standard

## Developing

## Proficient

## Exemplary Page 11

Does not engage often/well with grade level and content area teams

Actively engages with grade level and content area teams and supports the teams' efforts to create cohesive plans

Actively engages grade level and content area teams, teaching them how to successfully plan and monitor their progress

Empowers/teaches grade level and content area teams to develop and monitor creative, data-driven plans; seeks opportunities to involve the school in creative research studies that have the potential to greatly benefit the school

Occasionally participates in Red Team discussions about teacher incentives, but does not contribute positively to them and does not focus on aligning teacher incentives and school goals

As a Red Team member, participates in discussions concerning teacher incentives, contributing some good ideas

As a Red Team member, advocates effectively for teacher incentives that motivate teachers to act in the overall best interests of the school and its students

As a Red Team member, consistently takes a leadership role in ensuring that teacher incentives motivate all teachers to act in the overall best interests of the school and its students

Does not seek the counsel/help of the SPS professional development coordinator to strengthen instructional strategies and discourages teachers from working with him/her

Reacts positively to input from the SPS professional development coordinator, encouraging teachers to work with him/her to improve classroom effectiveness and positive outcomes

Seeks ways to strengthen the working relationship of the SPS professional development coordinator and the school's leadership team so that the school can continue to improve its instructional practices and increase positive outcomes

Ensures that the leadership team works well with the SPS professional development coordinator to create effective new ways in which to strengthen the school's instructional capabilities and meet the school's goals

## *INDICATORS*

Teachers are not observed in the classroom

Teachers are occasionally observed, as time permits, with sporadic feedback given

All teachers are observed, at least briefly, on a weekly basis, and receive feedback regarding progress with instructional practice (including discussions of specific student work and data), although feedback is not always timely

All teachers are observed on a weekly basis; timely feedback is given regarding progress on instructional practice (including discussions of specific student work and data); and specific recommendations are made regarding improvement opportunities

The school's instructional practices are not consistent or supportive of school goals

The school's instructional practices are solid and support the school's goals

The school is viewed as having a very strong instructional base, but is not an instructional leader

The school is viewed as an instructional leader, often innovating distinctive new instructional practices

There are no common instructional practices (e.g. a consistent note taking methodology) in place

Teachers use some common instructional practices (e.g. a consistent note taking methodology)

Some relevant instructional practices (e.g. a consistent note taking methodology) are consistent across classrooms

Students are not on track with regard to college readiness

The majority of students are on track to graduate college ready in four years, and those who aren't have individualized learning plans in place to move them forward

All but a few students are on track to graduate college ready in four years, and those who aren't have individualized learning plans in place to move them forward



Does Not Meet Standard

Developing

Proficient

Exemplary Page 12

Data is not used in leadership team meetings

Data is used at some leadership team meetings but is not a standard part of every meeting

Data is present and reviewed in almost every leadership team meeting

Data is present and reviewed in almost every leadership team meeting, and all teachers feel responsible for presenting/analyzing appropriate data

Curriculum maps and materials are not revised based on student achievements and results

Most curriculum maps and materials are revised fairly frequently based on student achievement results

Curriculum maps and materials are continually revised based on student achievement results

Does not take the time to develop appropriate student support logistics and systems

Develops the appropriate student support logistics, tailoring support systems to meet individual school needs

Ensures that all students who have not met the standards are identified, and that student support systems (MARS, MASH, office hours, etc.) are utilized effectively

Ensures that all students who have not met the standards are identified and that student support systems (MARS, MASH, office hours, etc.) are utilized effectively, organizing such support efforts to minimize faculty burnout

Achievement data is not routinely gathered or analyzed

Achievement data is routinely gathered and analyzed, but systems are not always efficient or analysis prompt

The leadership team reviews disaggregated data using a continuous data review process in place to ensure that students have learned taught material; process includes aligning assessments, analyzing interim and formative assessments, and taking action based on results through re-teaching and other strategies

The leadership team reviews disaggregated data using a continuous data review process to ensure that students have learned taught material; the disaggregated data uses multiple lenses including overall grade level/subject area performance, grade level/subject area performance on individual standards, classroom level performance, individual student performance, and specific item performance; the process includes aligning assessments, analyzing interim and formative assessments, and taking actions based on results through re-teaching and other strategies

Course descriptions are not submitted on time and/or are frequently not approved

The process to develop and submit course descriptions is not always smooth, but UC deadlines are met; a few courses are not approved on first submission

The process to develop and submit course descriptions is smooth, UC deadlines are met, and only rarely is a course not approved

The process to develop and submit course descriptions is smooth, with the ED (or his/her designate) reviewing descriptions prior to submission so that there is little chance of rejection; all course submissions are timely and only very rarely is a course not approved

The ED does not know the faculty well, and teacher incentives are not aligned with school goals

The ED is learning about faculty strengths and weaknesses; a large number of PEPs are tied to teachers' true developmental needs; and teacher incentives are generally aligned with school goals

The ED is clear on teachers' strengths and weaknesses; most PEPs are tied to teachers' true developmental needs; and teacher incentives are almost always aligned to school goals

The ED is clear on all teachers' strengths and weaknesses; all PEPs are tied to improving the specific weaknesses identified; and teacher incentives are well aligned with school goals

## Effective/Safe/Efficient School Operations

### ACTIONS

#### Does Not Meet Standard

#### Developing

#### Proficient

#### Exemplary

Unable to complete the budgeting process in a timely manner or to allocate resources effectively in support of school goals	Has familiarity with the SPS budgeting process and tools, but does not always align budget to school goals	Effectively plans and manages a fiscally-responsible budget that supports the school's goals and ensures that the school is as financially secure as possible for the long-term	Places importance on the budget process and treats it as an ongoing process, not just a once-a-year project; finds creative ways to add revenues and/or reduce costs without sacrificing student learning and achievement
Consistently late in sending data/reports to SPS, the Board, the sponsoring agency responsible for the school charter, etc.	Occasionally late in sending data/reports to SPS, the Board, the sponsoring agency responsible for the school charter, etc.	Is only late in sending data/reports to SPS, the Board, the sponsoring agency responsible for the school charter, etc., when certain that such an act will not result in damage to the school, the school charter, or key relationships	Is always timely in sending data/reports to SPS, the Board, the sponsoring agency responsible for the school's charter, etc.
Is satisfied with a messy, unclean, or unsafe school and/or is unable to ensure that the school is safe and clean	Focuses on maintaining a safe and orderly facility, but does not maximize facility's usefulness as a learning institution	Supervises facilities and equipment management to enhance safety and learning; develops systems to keep school clean and orderly	Plans for and implements facility and equipment expansions and improvements, identifying creative solutions to maximize and share space as well as to keep school orderly and clean
Unable to accurately assess and/or leverage school and SPS resources	Sees the school's resources as given and is not knowledgeable about possibilities for accessing alternate/additional human and fiscal resources	Allocates and maximizes human, fiscal, physical, and technological resources in alignment with the mission and student learning goals and assesses external resources to fill the gaps	Creatively leverages existing school and SPS resources and is relentless in identifying additional human, fiscal, physical, and technological resources that align with strategic priorities
Does not focus on items necessary for the school to maintain its charter	Is aware of what the school needs to do to maintain its charter but sometimes needs reminding of its importance	Takes the steps necessary to ensure that the school maintains its charter and cultivates a good relationship with the school's lessor (Prop 39 or private owner)	Proactively ensures that the school maintains its charter, looking ahead to any potential problems, and maintaining excellent relations with the school's lessor (Prop 39 or private owner)
Does not develop plans for all facets of school operations, e.g. procurement	Develops plans for most aspects of school operations and is eager to develop plans and systems for all areas	Develops and implements action plans for all facets of school operations	Develops and implements action plans for all facets of school operations, continually diagnosing operations to ensure that all aspects are running smoothly
Manages time poorly, does not plan or prioritize, and is frequently distracted by crises and time-wasting activities	Has good intentions of planning for year, month, week and day, but often gets behind or does not prioritize activities	Plans for year, month, week, and day, and identifies the highest leverage activities	Implements systems so that time-wasting activities and crises are almost always prevented or deflected

## Does Not Meet Standard

Does not delegate tasks that should clearly be done by others or delegates inappropriate activities

Does not manage own time well and often does not honor times set aside for specific meetings

Tolerates discipline violations and enforces rules inconsistently

Does not focus adequately on recruiting, enrolling, and retaining an appropriate student population in terms of numbers and diversity

## *INDICATORS*

Budget is not completed in a timely manner or in alignment with school goals

Budget has mistakes and school comes in over budget

School is not clean or safe

There is no consistent discipline system and the school is in disorder, with students roaming the hallways and not attending class

## Developing

Delegates some tasks to leadership team and admin team, but does not always check on progress at regular intervals and often has to complete tasks him- or herself

Intends to manage own time well, but often is caught up in day-to-day incidents, not recognizing the "ripple effect" of a slipped schedule

Builds agreement among teachers regarding student behaviors that are consistent with school values, and develops components of an effective system of conduct for adults and students

Focuses on recruiting, enrolling, and retaining an appropriate student population, but requires some assistance

Budget is completed in a timely manner and in alignment with school goals

Budget is generally free of mistakes and school comes close to meeting or meets budget

School building is clean and safe; all basic facilities (bathrooms, windows, sinks, locks, etc.) are in working order, and there are no broken windows or other safety hazards

Expectations for suspensions and major infractions are consistent, but student rewards and consequences sometimes vary by teacher

## Proficient

Delegates appropriate tasks to leadership team and admin team, regularly checking on progress; has a backup plan to ensure that tasks are completed

Manages own time well and in accordance with school's priorities, honoring schedule at almost all times

Structures plan to ensure that every adult understands their role in implementing rewards and consequences

Recruits, enrolls, and retains an appropriate student population in terms of numbers and diversity

Budget is completed in a timely manner, in alignment with school goals, and addresses issues raised by SPS

ED understands budget well, it has few if any mistakes, and the school comes in on budget

School building is clean, safe, and inviting; there is an obvious organization and people feel welcome

The code of conduct outlines escalating consequences for inappropriate behavior that are enacted by the teacher wherever possible, and teachers' reactions to incidents in their classrooms feel similar across classrooms

## Exemplary Page 14

Delegates often and appropriately, using delegation of tasks as a development opportunity, regularly checking on progress and moving to backup plan as necessary

Manages and tracks own time to align with school priorities and is a stickler for honoring schedule; additionally, trains faculty in self-discipline and self-management

Builds structures, rewards and consequences, and systems that ensure that all adults and students understand their role in creating an orderly, safe environment

Develops creative systems to ensure the recruitment, enrollment, and retention of an appropriate student population in terms of numbers and diversity

Budget is on time and in alignment with school goals; ED raises both issues and solutions before SPS does

Budget is mistake-free, ED is well-versed in the numbers, and school consistently meets or beats budget

School is a showcase; visitors notice and comment on cleanliness, orderliness, and safety

Does Not Meet Standard

Developing

Proficient

Exemplary

Physical plant does not support major academic priorities and initiatives

Physical plant supports most major academic priorities and initiatives

Physical plant supports major academic priorities and initiatives

ED does not miss deadlines and is highly skilled at setting priorities, even during emergency situations

Deadlines are missed and ED is always reactive

Most deadlines are met, but has help setting priorities

ED meets almost all deadlines and is skilled at setting priorities

ED does not have personal calendar based on the Administrative Matrix Calendar

ED has a personal calendar based on the Administrative Matrix Calendar, although has difficulty maintaining/honoring that schedule

ED has a detailed personal calendar based on the Administrative Matrix Calendar and generally maintains/honors that schedule

ED has a highly effective and efficient system for developing and maintaining/honoring his or her personal schedule based on the Administrative Matrix Calendar

ED does not focus on nor ascribe importance to charter-related issues, so such issues often surface

Is aware of the importance of maintaining the charter and works with SPS to ensure that all requirements are met

Charter-related issues surface very infrequently and are quickly resolved

No charter-related issues surface

There is an increase in or constant number of discipline-related referrals

The number of students being sent to the office is decreasing

There are a very low number of classroom interruptions/disruptions and referrals to the office

The school is extremely orderly, and both students and teachers take great pride in that

## Strong Relationships/Partnerships

### ACTIONS

#### Does Not Meet Standard

#### Developing

#### Proficient

#### Exemplary

Does not treat families as partners in achieving the school's goals

Believes families are partners in achieving school goals, but does not always communicate well with them

Develops communication plan for, and maintains good relationships with, students' families, in alignment with school goals

Builds and sustains strong relationships with students' families, enlisting them in achieving the school's goals and making creative links between family presence at school and achievement of goals

Does not develop plans for communicating with the local community and community partners, families, SPS, the Board, and the sponsoring agency that chartered the school

Develops an initial plan to communicate with the local community and community partners, families, SPS, the Board, and the sponsoring agency that chartered the school

Develops and maintains plans to communicate with the local community and community partners, families, SPS, the Board, and the sponsoring agency that chartered the school

Develops, maintains, and consistently executes plans to communicate with the local community and community partners, families, SPS, the Board, and the sponsoring agency that chartered the school

Does not communicate regularly with the local community and community partners, families, SPS, the Board, and the sponsoring agency that chartered the school

Communicates with all necessary parties, but not as systematically, frequently, or productively as necessary

Communicates systematically, frequently, and usually productively with all necessary parties

Communicates systematically, frequently, and productively with all necessary parties

Does not ask for or consider input from the local community and community partners, families, SPS, the Board, and the sponsoring agency that chartered the school

Does not regularly ask for or consider input from the local community and community partners, families, or the governing board of the sponsoring agency; does regularly ask for input from SPS and the Board

Regularly asks for and respectfully considers input from the local community and community partners, families, SPS, the Board, and the sponsoring agency that chartered the school; such input informs decisions, but ultimately decisions are made by the ED and leadership team as the educational professionals

Does not recognize the importance of developing and maintaining strong relationships with stakeholders

Understands that relationships with stakeholders are critical, but struggles to find the time necessary to do the work

Recognizes that relationships are part of the fundamental work critical to succeed as a school leader, and almost always acts in accordance

Treats relationships as part of the fundamental work critical to succeed as a school leader and genuinely honors all voices

Is not involved with school partnerships, e.g. interests on providers

Assesses school partnerships to ensure at least a cursory alignment with school goals

Does not allocate time or resources to misaligned partners and moves quickly to eliminate them, replacing them with well-aligned partners

Ensures that all partners are invested in the school's goals and builds creative structures and systems that link the school and its partners

ED does not ensure that community partners are performing well and aligned with goals

ED informally tries to ensure that community partners are aligned with goals

ED audits results of student experiences with community partners for quality and alignment with school goals

ED has rigorous system for auditing community partners for performance and alignment with school's goals

Does Not Meet Standard

Developing

Proficient

Exemplary Page 17

Does not have a good working relationship with the Red Team, students' families, the local community and community partners, SPS, the Board, or the sponsoring agency that chartered the school

Generally has good working relationships with Red Team members, students' families, the local community and community partners, the Board, SPS, and the sponsoring agency that chartered the school

Has good working relationships with other Red Team members, students' families, the local community and community partners, SPS, the Board, and the sponsoring agency that chartered the school

Has excellent working relationships with and consistently finds new ways to creatively collaborate with other Red Team members, community partners, and SPS staff; has excellent working relationships with students' families, the local community, the Board, and the sponsoring agency that chartered the school

**INDICATORS**

Few community partners are aligned with the school's goals

Most community partners are aligned with the school's goals, but no system is in place to audit student experiences

Most community partners are aligned with the school's goals regarding scope, student achievement, and student socio-emotional development

Almost all community partners are excellent in terms of alignment with goals and student achievement; those that are not are quickly eliminated/replaced

There are no systems in place for families to provide feedback or input

Families are welcome to give input to the leadership team, but no structure is in place to encourage/solicit regular input

Families are included and invested in the school community, with input regularly being solicited (e.g. through parent engagement and survey data)

Families feel respected and heard, knowing that their opinions are solicited and listened to, but realize that decisions are ultimately made by the ED and leadership team as the educational professionals

The ED does not value external input and/or considers it a waste of time

Although input from families, community partners, SPS, the Board, and the sponsoring agency that chartered the school is usually welcome, it is not always responded to in a timely manner or with an appropriate tone or message

Structures are in place to ensure that all stakeholders have multiple opportunities to engage in meaningful dialogue with members of the leadership team, and communications from stakeholders are generally responded to in a timely manner and with an appropriate tone and tailored message

The ED is a role model for all leadership team members, demonstrating how to encourage stakeholder input in a variety of ways, how to respond in a timely manner, and how to respond with an appropriate tone and tailored message

Relationships with families, community partners, SPS, the Board, and the sponsoring agency that chartered the school are strained

Relationships with families, community partners, SPS, the Board, and the sponsoring agency that chartered the school are developing, with the ED making positive efforts to strengthen such relationships

Relationships with families, community partners, SPS, the Board, and the sponsoring agency that chartered the school are solid; when issues arise, stakeholders are patient with the ED, feeling confident that he/she can come up with a constructive solution

Feedback regarding the ED--from families, the community and community partners, SPS staff, the Board, and the sponsoring agency that chartered the school--is consistently positive and enthusiastic

## Development and Management of World Class Faculty

### ACTIONS

#### Does Not Meet Standard

#### Developing

#### Proficient

#### Exemplary

Does not take proactive steps to fill vacancies early and is not thoughtful about filling vacancies to balance leadership team	Strives to identify and fill vacancies early, but needs help to navigate process smoothly and in a timely manner	Works to identify and fill specific vacancies early to ensure the school has a diverse group of teachers with diverse skills and areas of expertise; generally navigates process smoothly	Fills teacher vacancies early and creates a balanced team with a variety of strengths to ensure that school leadership has breadth, depth, and a full set of skills and approaches
Does not use the selection criteria, hiring processes, or induction processes developed by the Red Team	Almost always uses the selection criteria, hiring processes, and induction processes developed by the Red Team	Uses the selection criteria, hiring processes, and induction processes developed by the Red Team	Uses the selection criteria, hiring processes, and induction processes developed by the Red Team; takes a leadership role in developing those processes
Does not ensure that grade level team criteria are met when teachers are assigned to positions	Gives input to leadership team, but does not always ensure that grade level team criteria are met in terms of assigning teachers	Assesses faculty skills and manages leadership team process to ensure that grade level team criteria are met when teachers are assigned	Creates structures/process that enables the leadership team to assess faculty skills and ensures that grade level team criteria are met when teachers are assigned
Provides irregular or no feedback to teachers	Provides good feedback, but it is not always concrete or actionable	Provides regular feedback and has systems in place so that each faculty member can receive additional feedback from a master teacher or other experienced mentor	Provides regular feedback and/or has systems in place so that all faculty members have feedback from the administrative team/fellow teachers that is nuanced and specific to the individual
Only rarely conducts walk-throughs/observations of leadership team	Conducts teacher observations and walk-throughs as often as he/she feels able, but often is not able to conduct them as often as necessary; gives feedback, but feedback is often later or less actionable than desired	Regularly conducts walk-throughs/observations of the leadership team and gives prompt, helpful, and generally actionable feedback based on specific observations and teacher needs	Frequently conducts walk-throughs and observations of the leadership team and gives prompt, helpful, actionable feedback based on specific observations and teacher needs
Has no time for or interest in modeling, supporting, and training the admin team on consistent observation protocols for monitoring and developing faculty	Receives mentoring on how to model, support, and train the admin team on consistent observation protocols to monitor and develop faculty	Frequently models, supports, and trains the admin team on consistent observation protocols that outline how to monitor and develop teachers, differentiating the approach based on teacher needs	Consistently models, supports, and trains the admin team on specific observation protocols that outline how to monitor and develop teachers, demonstrating how to differentiate approach based on teacher needs
Does not focus on teacher growth and development, and does not encourage teachers to take on leadership roles	Realizes the value of teachers assuming leadership roles, but is sometimes hesitant to delegate or create the range of roles needed; does not always encourage teachers to take roles	Puts structures in place that support teacher retention by creating opportunities for growth and development, including opportunities for the leadership team to assume additional leadership roles	Develops and implements structures to support teacher retention, e.g. by creating opportunities for growth and development, ensuring that high potential teachers are able to assume relevant/challenging leadership roles

## Does Not Meet Standard

## Developing

## Proficient

## Exemplary Page 19

Does not focus on professional development for teachers; does not well utilize intersession for teacher development opportunities	Effectively utilizes intersession to provide professional development opportunities for the leadership team, but does nothing beyond	Creates multiple structures for teacher learning including large group professional development, grade level and content teams	Provides outstanding professional development opportunities during intersessions and targeted leadership opportunities for high performing teachers
Has grouped teachers into categories, but does not complete individual assessments of teacher strength	Attempts to assess each teacher's strengths and weaknesses to determine and differentiate appropriate supports	Assesses each teacher's strengths and weaknesses to determine and differentiate appropriate supports	Assesses or has a system in place to assess each teacher's strengths and weaknesses in order to determine specific, tailored supports
Does not identify or implement improvement plans or support for struggling teachers	Implements some targeted supports for struggling teachers using an intensive assistance plan	Supports struggling teachers with specific improvement plans that focus on what steps they need to take to improve their performance	Supports struggling teachers with specific improvement plans, regular formal and informal feedback, and assessment to ensure improvement occurs
Does not train teachers in or model effective team meeting protocols or processes for examining student outcomes	Shares some expectations for leading team meetings and for examining student outcomes	Trains and models effective team meeting protocols as well as processes for examining student outcomes and planning responsive strategies	
Does not hold teachers accountable for student learning	Strives to hold all teachers accountable for student learning, but is sometimes side-tracked by other duties or crises	Holds teachers accountable for student learning, including knowing and displaying student work and data during classroom observations and teacher debriefs	Leadership team members hold themselves accountable for student learning, knowing and displaying student work and data during observations and debriefs
Does not regularly engage leadership team members in discussions about student data	Generally refers to student outcomes, data and work in team meetings, but is not always less about using data to drive strategies	Creates teacher teams and protocols focused on student outcomes, data, and work; regularly refers to student outcomes and other relevant data in team meetings	Creates and supports teacher teams and protocols focused on student outcomes, data, and work; almost always refers to student outcomes and other relevant data in team meetings
Does not work to keep leadership team focused on driving dramatic student gains	Strives to keep leadership team focused on driving dramatic student gains, but does not always have articulated strategies	Articulates strategies to ensure leadership team maintains focus on driving dramatic student gains	Has established, proven strategies for ensuring leadership team focus on driving dramatic student gains
Does not collaborate with admin team in using detailed student data in supporting and giving feedback to teachers	Usually collaborates with admin team on use of detailed student data in supporting and giving feedback to teachers	Collaborates with admin team on use of detailed student data in supporting and giving feedback to teachers	
Does not have a clear, consistent, transparent evaluation process in place for teachers	Uses a clear and consistent performance management system (e.g. PEP), but does not always explain or execute smoothly	Ensures that all teachers have well-defined, measurable goals (e.g. in their PEP) that include assessment of student outcomes; process is transparent and runs smoothly	Ensures that all teachers have well-defined, measurable, teacher-specific goals (e.g. in their PEP); process is transparent, smooth and motivational



## Does Not Meet Standard

Does not have a retention policy

Allows teachers to remain in their position regardless of their impact

ED does not acknowledge, publicly or privately, the accomplishments of the leadership and admin team members

Does not focus on strategies to develop, motivate and retain world class faculty members

## *INDICATORS*

The leadership team does not always participate in the teacher selection process

The school lacks clear processes for recruitment, selection, induction, and mentoring of new teachers

The selection process is unclear and not transparent

Underperforming teachers are not given support or put on an assistance plan

## Developing

Develops a retention policy informed by teacher evaluations

Attempts to dismiss consistently underperforming teachers in a timely manner, but needs help with process and urgency

ED strives to acknowledge the accomplishments of the leadership and admin team members, but sometimes forgets and is not always comfortable doing so publicly

Strives to learn about and implement strategies to develop, motivate and retain world class faculty members

The leadership team almost always participates in and informs teacher selection and is almost always present at demo lessons and interviews

School has/uses recruitment, selection, induction, and mentoring processes developed by the Red Team, but processes do not always go smoothly

Selection processes focus on SPS philosophy and fit with school needs, but no priority is given to SPS philosophy

Underperforming teachers are put on some type of improvement plan

## Proficient

Implements a formal retention policy that tracks retention rates and uses PEPs to determine which teachers to retain

Dismisses consistently underperforming teachers in a timely manner, attempting to protect teacher morale

ED generally acknowledges, publicly wherever possible, specific contributions of leadership and admin team members

Keeps abreast of and implements concrete strategies to develop, motivate and retain world class faculty members

The leadership team participates in and informs teacher selection and is present at demo lessons and interviews

School has/uses recruitment, selection, induction, and mentoring processes developed by the Red Team, and processes generally go smoothly

Selection processes focus first on fit with SPS philosophy and secondly on fit with school needs

Underperforming teachers are put on clear improvement plans and appropriate support is provided

## Exemplary

Dismisses consistently underperforming teachers in a timely manner and in a way that doesn't affect teacher morale

ED consistently acknowledges, publicly wherever possible, specific contributions of leadership and admin team members; ED makes special effort to highlight creative/significant contributions that increase the school's effectiveness

Consistently develops creative, concrete strategies to develop, motivate, and retain world class faculty members; is viewed as especially knowledgeable in this area by other principals

With guidance from the ED, the leadership team actively manages the teacher selection process and is always present at demo lessons and interviews

School has/uses recruitment, selection (philosophical interview, classroom observation, departmental interview, and full faculty interview), induction, and mentoring processes developed by the Red Team; processes go smoothly; and ED is leader in developing processes

Underperforming teachers are put on clear improvement plans, given support, and frequently measured against benchmarks

## Does Not Meet Standard

Teachers are not sure how they are assessed and cannot describe what component of their work is being assessed

The ED rarely talks to teachers about their performance and progress

Professional development is not standard for all teachers

Consistently underperforming leadership team and admin team members remain in their roles

Teachers are retained based primarily on seniority rather than attainment of goals or fit with SPS philosophy

Teacher teams do not use protocols and processes designed to guide/stimulate collaboration

ED does not block out time for the systematic examination of practice, grade level/content area planning, etc.

Teacher teams do not meet often and usually do not have deep conversations about formative student data or focus on improvements

## Developing

All teachers have PEPs, but goals are not 100% aligned with teacher skill levels and development needs

The ED has at least one conversation with all teachers regarding progress towards their PEP goals

Professional development is limited to offerings during intersessions, but teachers have a fairly wide range of offerings to choose from

Consistently underperforming teachers are left in their positions longer than desired

Teacher retention is determined by teacher's effectiveness as measured by student learning and by fit with SPS philosophy, but also by expediency

Teacher teams often use protocols and processes designed to guide/stimulate collaboration

ED blocks out time for the systematic examination of practice, grade level/content area planning, etc., but crises sometimes intervene

Teacher teams have relatively frequent conversations about student data and occasionally strive to creative strategies to enhance instruction

## Proficient

All teachers have PEPs, and goals are aligned with teacher skill levels and development needs

Teachers have at least two conversations per school year regarding progress towards their PEP goals

Teacher-driven professional development focuses on student learning challenges and progress toward student achievement goals and includes teacher team meetings, peer visitations, and intersession offerings

There is extensive documentation on consistently underperforming teachers and an urgency to dismiss them

Teacher retention is primarily determined by the teacher's demonstrated effectiveness as measured by student learning and fit with SPS philosophy

Teacher teams use protocols and processes designed to guide and stimulate collaboration

ED blocks out time for the systematic examination of practice, grade level/content area planning, etc.; this time is only infrequently rescheduled or lost

Teacher teams have deep and frequent conversations about formative student data and strive to develop creative strategies to adjust and improve instruction

## Exemplary

## Page 21

All leadership team and admin team members have PEPs with clear, well-defined goals that recognize current skill levels and development needs, as well as school goals and expectations for instructional practice

Teachers have at least two formal and several informal conversations per school year regarding progress towards their PEP goals

Leadership team shares a collective awareness of individual skills and growth areas and self-directs professional development based on student achievement outcomes and personal needs; development opportunities exist throughout the year as well as during intersession

There is extensive documentation on consistently underperforming teachers and they are dismissed at the optimal time

Teacher retention is determined by the teacher's effectiveness as measured by student learning and by fit with SPS philosophy

Teacher teams use innovative, productive protocols and processes designed to guide collaboration

ED establishes sacrosanct protected time for the systematic examination of practice, grade level and content area planning, etc.

Teacher teams have deep and frequent conversations about formative student data and develop creative strategies to adjust and continually improve instruction

## Does Not Meet Standard

Teachers are rarely observed or given feedback

The leadership team is not aligned with school goals and has a wide range of skill levels

Leadership team meetings do not use data or have agendas; very few leadership team members can lead effective meetings

When students do not acquire a skill, responsibility is placed on student rather than instructor

The leadership team does not model or promote school philosophy or the Core Characteristics

Teachers are not highly motivated and do not feel appreciated by the ED

Admin team members are not highly motivated and do not feel appreciated by the ED

Teachers do not seek out or take leadership roles

Leadership team members do not display a sense of urgency with regard to SPS's mission of graduating every student college-ready

## Developing

The admin team and BTSA mentors observe teachers, providing feedback to teachers on instructional practices and the handling of student conduct concerns; observations are less than "frequent"

The leadership team is generally aligned with school goals and most teachers are highly skilled; however, a large proportion may be new to teaching or the school itself may be new

ED can lead effective meetings, but spends little time coaching leadership team on how to lead effective meetings

When students do not acquire a skill, responsibility is generally placed on the teacher rather than the student

Most leadership team members promote school philosophy and the Core Characteristics

Almost all teachers are highly motivated and the majority of teachers feel appreciated by the ED

Admin team members are highly motivated, but do not always feel appreciated by the ED

Teachers occasionally seek out and take leadership roles

Most leadership team members display a sense of urgency with regard to SPS's mission of graduating every student college-ready

## Proficient

The admin team and BTSA mentors engage in frequent observations, providing feedback to teachers on instructional practices and the handling of student conduct concerns

The leadership team is consistently aligned with school goals and is generally highly skilled, recognized locally as a strong teacher corps

Most leadership team members lead effective team meetings

When students do not acquire a skill, responsibility is almost always placed on the teacher rather than the student

Almost all leadership team members model and promote school philosophy and the Core Characteristics

Almost all teachers are highly motivated and most feel appreciated by the ED

Admin team members are highly motivated and generally feel appreciated by the ED

Teachers often seek out and take leadership roles, encouraged by the ED to do so

Almost all leadership team members display a sense of urgency with regard to SPS's mission of graduating every student college-ready

## Exemplary

## Page 22

The admin team and BTSA mentors engage in frequent observations, providing frequent timely feedback to teachers on instructional practices and the handling of student conduct concerns, taking into account the teacher's skill level

The leadership team is fully aligned with school goals and is highly skilled, recognized as a world class teacher corps

All but a few leadership team members can lead effective team meetings

Leadership team and admin team members always accept responsibility when students do not acquire a certain skill

The leadership team consistently models and promotes school philosophy and the Core Characteristics

Faculty members are highly motivated and feel appreciated by the ED

Administrative team members are highly motivated and feel appreciated by the ED

Teachers proactively seek out and assume leadership roles

All leadership team members display a sense of urgency with regard to SPS's mission of graduating every student college-ready

## Exceptional Personal Leadership and Growth

### ACTIONS

#### Does Not Meet Standard

#### Developing

#### Proficient

#### Exemplary

Is unwilling to admit responsibility for mistakes and is resistant to learning from mistakes

Generally takes responsibility for mistakes and uses mistakes as learning opportunities

Accepts responsibility for mistakes and is willing to own them; uses mistakes as learning opportunities and creates an environment where others feel comfortable taking reasonable risks

Reacts with visible public frustration to disappointments and can lose focus

Attempts to maintain focus, but may become discouraged in the face of challenges

Maintains a constant commitment to his or her vision even in the face of resistance and challenge; does not react publicly to disappointments

Consistently models a constructive reaction to disappointment and setbacks, using failure as an impetus to change and never waivers in his/her commitment to the vision

Does not actively seek feedback and reacts defensively to difficult feedback from mentor and/or others; creates a climate of fear where dissenting opinions are silenced

Sometimes seeks out feedback and generally demonstrates a non-defensive attitude in accepting feedback from leadership team, other admin team members and SPS staff; however, does not always act on feedback

Seeks out feedback from leadership team, other admin team members and Red Team, and SPS staff; adapts both personal and schoolwide practice based on that feedback, regularly-scheduled mentor meetings, and self-reflection

Actively encourages dissenting voices in order to gain new perspectives; seeks out feedback from the leadership team, other admin team members, the Red Team, and SPS staff; creatively adapts both personal and schoolwide practice based on that feedback, regularly-scheduled mentor meetings and self-reflect on

Is unable to adjust strategies over time and identify solutions to problems when they arise

Develops only one strategy to reach identified goals

Anticipating that some strategies may not work, develops contingency plans; partners with leadership team and admin team to adjust strategies over time

Inspires and models flexibility and willingness to adapt practices to reach school goals; has contingency plans for a variety of situations

May not be able to manage school change effectively and fails to adequately recognize the role that the change process can have on the school community

Understands that change can heighten emotions and is able to manage some components of this process, but may not be able to effectively keep leadership team from wavering

Directly addresses emotions that facing great challenges can cause (e.g. doubt, fear) and supports leadership team as it faces those challenges

Consistently demonstrates how he/she has embraced positive change to the leadership team, the admin team, and the Red Team, and supports others in the process as well

Does not freely share information about school issues and successes with SPS staff and Red Team

Shares information about school issues and successes with SPS staff and Red Team when asked

Regularly shares information about both school issues and successes with SPS staff and Red Team and always provides a heads up regarding any issues that would particularly involve them

Frequently and consistently shares information about both school issues and successes with SPS and Red Team and always provides a heads up regarding any issues that would particularly involve them

Does not demonstrate urgency to reach student achievement goals

Demonstrates urgency to reach student achievement goals

Demonstrates urgency to reach student achievement goals and strives to infuse leadership team with that same urgency

Remains focused on student achievement at all times and consistently demonstrates a sense of urgency regarding the vision and goals of the school; motivates and trains leadership team to model that urgency as well

## Does Not Meet Standard

Does not communicate effectively with all or most stakeholders

Does not understand the process for decision-making at SPS or the sponsoring agency level

Makes clear that he/she does not wish to hear dissenting voices during meetings

Does not help leadership team and admin team learn how to differentiate and tailor their communications with regard to the audience and the message

Demonstrates limited awareness of the impact of diversity on student learning

Does not utilize appropriate facilitation and leadership strategies in meetings and other group situations

Does not motivate or inspire individuals or groups

Takes part only in mandatory professional development sessions

Does not maintain focus on ambitious timetable to meet school's goals

## Developing

Communicates clearly for most audiences, but may have trouble differentiating message for all stakeholders

Generally understands the process for decision-making at the SPS and sponsoring agency level

Understands the importance of listening to others, but does not always demonstrate active listening skills

With help from others, strives to train the leadership team and admin team to differentiate and tailor their communications

Recognizes the impact of diversity on student learning

Utilizes appropriate facilitation and leadership strategies in most settings

Often motivates and inspires individuals and groups, occasionally referencing how valuable their support of school goals is

Takes part in a limited number and scope of professional development opportunities

Sometimes struggles to remain focused on ambitious timetable to meet school's goals

## Proficient

Communicates clearly and effectively almost all the time

Clearly understands the process for decision-making at the SPS and sponsoring agency level and strives to help the leadership team gain that same understanding

Demonstrates active listening skills and incorporates different perspectives into decisions

Develops plan for training leadership team and admin team to differentiate and tailor their communications, with generally good results

Recognizes the impact of diversity on student learning and helps the leadership team implement strategies to level the playing field

Utilizes appropriate facilitation and leadership strategies in almost all settings and teaches many leadership team members these same skills

Very frequently motivates and inspires individuals and groups, in part by communicating how valuable their support for the school's goals is

Continuously reflects on performance, seeks feedback, and actively pursues opportunities to improve personal leadership

Despite obstacles, maintains focus on ambitious timetable to meet school's goals

## Exemplary Page 24

Communicates exceptionally well, differentiating the message and tone based on the audience

Clearly understands the process for decision-making at the SPS and sponsoring agency level and tutors the leadership team that they may have the same understanding

Demonstrates active listening skills, incorporates different perspectives when making decisions as appropriate, and finds creative ways to communicate decisions to others

Develops plan and effectively trains leadership team and admin team in differentiating and tailoring their communications to different audiences

Utilizes appropriate facilitation and leadership strategies in all settings and teaches these same skills to the leadership team, providing many opportunities for faculty to practice

Almost always is highly motivational and inspirational to both individuals and groups, and always emphasizes how valuable their support of the school's goals is

Serves as role model/mentor for other Red Team members in terms of personal development approach and results

Despite obstacles, maintains strong focus on ambitious timetable to meet school's goals, and infuses leadership team with a similar focus

Does Not Meet Standard  
INDICATORS

Developing

Proficient

Exemplary Page 25

ED does not show growth/personal development from year to year

ED develops growth goals each year and is successful in meeting some of those goals

ED uses feedback to develop growth goals each year and is successful in developing in those areas he/she targets

ED is recognized in the broader charter school community as an exceptional school principal, yet continues to seek out ways in which to further improve his- or herself

The leadership team, SPS, and the broader stakeholder community have a lack of confidence in the ED's commitment and ability to lead

The leadership team, SPS and the broader stakeholder community generally have confidence in the ED's commitment and ability to lead, but that confidence is sometimes shaken during difficult times

The leadership team, SPS and the broader stakeholder community have confidence in the ED's commitment and ability to lead, even during difficult times

The leadership team, SPS and the broader stakeholder community have overwhelming confidence in the ED's commitment and ability to lead, and during crises look immediately to the ED for creative direction and guidance

Crises are responded to without thoughtfulness and tough decisions are not made

Crises are sometimes handled well, and sometimes the leadership team makes tough, courageous decisions; ED recognizes that help and guidance from others is sometimes necessary

Crises are usually handled with thoughtfulness and aplomb; the leadership team often makes tough, courageous decisions under the ED's guidance

Crises are responded to with exceptional thoughtfulness and coolness under fire; the leadership team makes tough, courageous decisions under the ED's skillful guidance

The leadership team does not openly discuss mistakes made, out of lack of awareness and/or fear

Leadership team members occasionally discuss mistakes they have made, but not all team members are comfortable doing this

Leadership team members are aware of and can share mistakes, and tactics that have proven unsuccessful, as well as how such mistakes were used as learning opportunities

All leadership team members believe that mistakes are inevitable on the road to success, and discussion of mistakes and lessons learned is part of the culture of the school

Most stakeholders feel their input is neither sought nor valued by the ED

Stakeholders feel that ED will listen to their feedback/concerns, but it is difficult to get on the ED's calendar, and followup is mixed

Stakeholders believe their opinions are both sought and valued, while recognizing that the ED and the leadership team ultimately make all critical decisions

Leadership team meetings are poorly run and often devolve into endless discussion of problems rather than a discussion of solutions

Leadership team meetings are usually well-structured and facilitated, but may not always identify clear solutions or next steps; the majority of team members run team meetings well

Leadership team meetings have a structure, protocol or facilitation that maintains a focus on solutions; most leadership team members run leadership team meetings well

Leadership team meetings have a structure, protocol or facilitation that maintains a focus on solutions, and almost all meetings are very productive; almost all leadership team members run leadership team meetings well, encouraging all voices to be heard

Leadership team members are anxious and overworked to the point of ineffectiveness

Most leadership team members feel that the ED understands the anxieties/workload inherent in their jobs, but don't necessarily feel that the ED provides guidance and help in managing this situation

Almost all leadership team members feel that the ED understands the anxieties/workload that accompany their jobs and the ED provides guidance and help in managing the situation

Leadership team members believe that the ED does all within his/her power to lessen their anxieties/workload

Does Not Meet Standard

The leadership team participates in the bare minimum of professional development opportunities

School goals are rarely referenced

Developing

The leadership team participates in a good array of professional development opportunities during intersessions

School goals may not be referenced frequently, but goals and strategies accurately address areas needing improvement

Proficient

Leadership team regularly accesses professional development opportunities in and out of the school

School goals are referenced, and adapted as needed, throughout the year

Exemplary

Leadership team members pursue learning with a passion; love of learning is ingrained into the faculty as well as the student body

School goals are constantly referenced and strategies are continually adjusted to ensure progress



# Summit Public School: Olympus

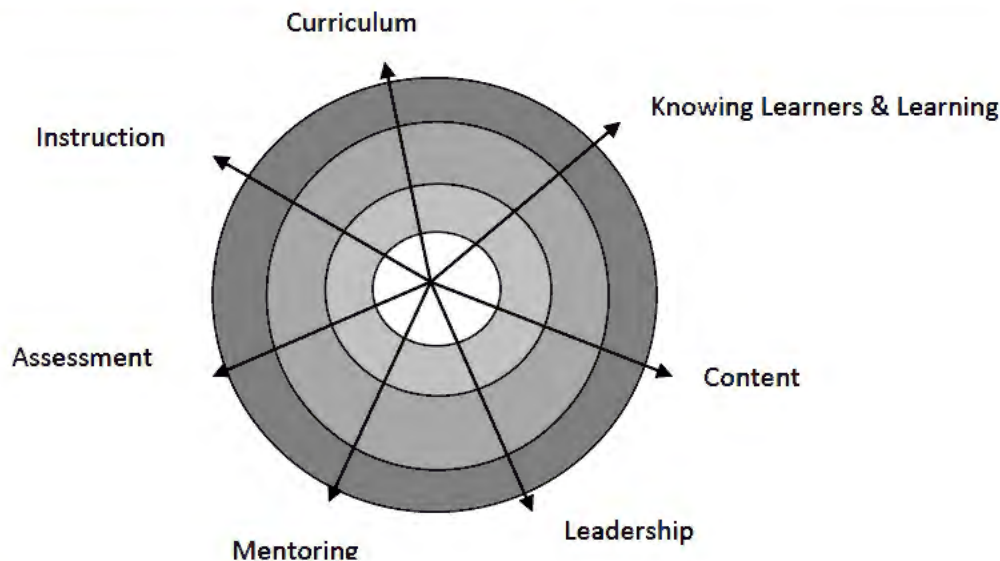
## Attachment 19 Teacher Evaluation Tools



# Summit Public Schools: Continuum of Teaching Practice

## Summit's Professional Development Program

Summit aims to attract, develop, and retain the highest-performing educators in the profession. The Professional Development Program aims to support this goal by 1) supporting individual Summit educators to grow as classroom teachers, mentors, and school leaders, and 2) creating a learning community that collaboratively examines our practices and their effects on student learning and the school community.



## The Continuum

Summit educators will work to improve in seven “strands”, organized visually into a bullseye (above). These strands align with the Role of the Educator document, which defines the basic expectations of all Summit educators. The circles represent increasing proficiency in a particular area. The following describes what each level represents. Included are some ideas about what a teacher performing at a given level might also be doing – these are guidelines only.

**Basic:** A teacher demonstrating basic performance is aware of and beginning to practice the strand.

- Each description in *italics* in the Role of the Educator document assumes a Basic baseline performance
- We aim to hire teachers who demonstrate at least a basic level of performance on all strands.
- These may be pre-service or beginning teachers who have completed a teacher preparation program

**Proficient** – A teacher demonstrating proficient performance is confident and consistent in the particular strand.

- This teacher is likely able to mentor student teachers in the strand.

**Highly Proficient** – A teacher demonstrating highly proficient performance is confident and effective in the strand, and is also comfortable describing and teaching the strand to others.

- This teacher is likely able to meet National Boards Standards
- This teacher is likely able to mentor beginning teachers (years 1-3).

**Expert** – A teacher demonstrating expert performance is fluid and highly effective in this strand, and serves as a model of the strand for others.

- This teacher is likely able to be a mentor for all teachers.
- This teacher is likely able to teach a rigorous, graduate-level teacher education program course (e.g. STEP) on the topic.

## Educators & The Continuum



Teachers may fall in different places for each strand (ie Basic for one, Highly Proficient for another, etc). All teachers will grow on all strands every year; however, each teacher will identify about 3 areas in which she will document growth for the purposes of her Personalized Educator Plans (PEPs) and determination of a performance bonus.

During the school year, each teacher will participate in a Focus Group to analyze student work and do peer observations around a particular strand. During Intersession, there will be focused professional development so that each teacher can focus on her strand.



## Summary Sheet of Continuum Strands

<u>Continuum Strand</u>	<u>Substrands</u>	<u>Level</u> (Basic / Prof / Highly Prof / Expert)
<b>I. Content</b>	<b>IA. Content Knowledge</b> <i>Understand the subject matter, as well as the history, structure, and real-world applications of the subject.</i>	
	<b>IB. Pedagogical Content Knowledge</b> <i>Understand how the subject matter can be taught.</i>	
<b>II. Curriculum</b>	<b>IIA. Differentiation</b> <i>Differentiate instruction when necessary in order to give students access and support in reaching for the same deep understandings.</i>	
	<b>IIB. Facilitating Cooperative Learning</b> <i>Facilitates cooperative learning opportunities through complex instruction and collaborative instruction strategies</i>	
	<b>IIC. Backwards Planning</b> <i>Utilizes the principles of <u>Understanding by Design</u> to create backwards planned units.</i>	
	<b>IID. Interdisciplinary Teaching</b> <i>Enables students to make connections across subject areas by designing and implementing interdisciplinary curricula.</i>	
<b>III. Instruction</b>	<b>IIIA. Classroom Management</b> <i>Manages any group of Summit students effectively (class, mentor group, IL, MARS, substituting, Study Trips, etc) – holding high expectations while letting students know we care.</i>	
	<b>IIIB. Execution of Lessons/Curriculum</b> <i>Effectively executes curriculum/plans in class, mentor group, IL, MARS, substituting, etc</i>	
<b>IV. Assessment</b>	<b>IVA. Formative Assessment</b> <i>Uses ongoing formative assessment to adjust planning and instruction.</i>	
	<b>IVB. Authentic Assessment</b> <i>Provide meaningful authentic assessment opportunities to improve student learning.</i>	
<b>V. Knowing Learners and Learning</b>	<b>VA. Adolescent Development</b> <i>Uses an understanding of how learning is affected by adolescent development, cultural/school context, and social and individual learning theory.</i>	
	<b>VB. Special Needs &amp; Learning Differences</b> <i>Uses an understanding of how learning is affected by learning disabilities in order to meet the needs of students with learning differences.</i>	
	<b>VC. English Language Learners</b> <i>Uses an understanding of how student learning is affected by language development in order to meet the needs of English Language Learners.</i>	
<b>VI. Mentoring</b>	<b>VIA. Mentoring</b> <i>Serves as a role model, advocate, &amp; partner in education. Be informed about the college process, be able to teach about the process, and be able to counsel students about the process.</i>	
<b>VII. Leadership</b>	<b>VIIA. Self Awareness</b> <b>VIIIB. Self Management</b> <b>VIIIC. Social Awareness</b> <b>VIIID. Relationship Management</b>	

**I. Content.** Accomplished teachers have mastery over the subject(s) they teach. They have a deep understanding of the history, structure, and real-world applications of the subject. (from NBPTS Core Principle #2) (CSTP 4)

Standards	Basic	Proficient	Highly Proficient	Expert
<p><b>IA. Content Knowledge</b></p> <p><i>Understand the subject matter, as well as the history, structure, and real-world applications of the subject.</i></p>	<p>I know and understand the information and skills encapsulated in the standards of my course.</p>	<p>I am knowledgeable in my content and familiar with the content of other courses in my discipline, and am able to build on skills and content taught previously, and teach skills and content that needed for future courses.</p>	<p>I am knowledgeable enough in my content to spiral within my content and knowledgeable enough in the other courses in my discipline to design intradisciplinary lessons and units designed to create a metaconceptual bonus for students.</p>	<p>I am knowledgeable enough in my content to spiral within my content, and knowledgeable enough in the other courses in my discipline to design and teach intradisciplinary lessons or units that intentionally lead to a metaconceptual bonus.</p>
	<p>I am committed to eventually teaching all levels of my discipline.</p>	<p>I am confident teaching half of the levels of my discipline.</p>	<p>I am confident teaching most levels of my discipline.</p>	<p>I am confident teaching all levels of my discipline.</p>
	<p>I recognize the value of content professional development.</p>	<p>I keep my content knowledge current by engaging in formal professional development.</p>	<p>I keep my content knowledge current by engaging in informal and formal professional development.</p>	<p>I keep my content knowledge current by engaging in regular formal and informal professional development and dialogue with the professional community of my discipline.</p>
	<p>I recognize the need for outside resources.</p>	<p>I can find resources to continue students' learning outside school.</p>	<p>I have resources to continue students' learning outside school.</p>	<p>I have resources to continue students' learning and to motivate student interest outside school.</p>
<p><b>IB. Pedagogical Content Knowledge</b></p> <p><i>Understand how the subject matter can be taught.</i></p>	<p>I recognize the importance of teaching concepts at the heart of the discipline that are not part of my standards.</p>	<p>I am familiar with the concepts at the heart of the discipline that are not part of my standards.</p>	<p>I teach concepts at the heart of the discipline that are not part of my standards as separate lessons.</p>	<p>I incorporate concepts at the heart of the discipline that are not part of the standards into my core content.</p>
	<p>I recognize common difficulties and problem areas in my content.</p>	<p>I know common difficulties and problem areas in my content, and address them after they have been uncovered in students.</p>	<p>I proactively address common difficulties and problem areas.</p>	<p>I proactively address common difficulties and problem areas.</p>

Standards	Basic	Proficient	Highly Proficient	Expert
	I recognize misconceptions when students present them in class.	I know common misconceptions and alternate conceptions of my content, and deliberately uncover them.	I know and recognize common misconceptions and alternate conceptions of my content, and deliberately address them when they are uncovered.	I proactively provide experiences to uncover and address misconceptions and alternate conceptions.
	I can recognize student understandings.	I can recognize understandings that students have and can brainstorm next steps.	I can recognize understandings that students have and suggest general next steps to extend understanding.	I can recognize understandings that students have and suggest specific next steps to extend understanding.
	I know how to present the information and skills using appropriate methods.	I know the appropriate level of information and skill to provide my students, and appropriate ways to provide them.	I understand how understanding of my content is developed mentally – in high school students, in me, and in history.	I can present my content in a way that builds understanding for all students, making use of real-life connections, history of the content, and coherent mental models.

**II. Curriculum.** Teachers must develop student understanding through instructional strategies that are appropriate to the subject matter. (from CSTP 3)  
(NBPTS Core Principle #2)

Standards	Basic	Proficient	Highly Proficient	Expert
<p><b>IIA. Differentiation</b></p> <p><i>Differentiate instruction when necessary in order to give students access and support in reaching for the same deep understandings.</i></p>	<p>May give students choices in product, process or content based on interest or learning style.</p>	<p>Some units / assessments differentiated by content process, and/or product based on learning styles, interests and/or readiness.</p>	<p>Many units / assessments differentiated by content, process <b>AND</b> product based on learning styles, interests <b>AND</b> readiness.</p>	<p>Most lessons / units / assessments differentiated by content, process, <b>AND</b> product based on learning styles, interest <b>AND</b> readiness.</p>
	<p>May give pre-assessments of student needs.</p>	<p>Differentiated units use pre-assessment of student needs.</p>	<p>Differentiated units use thoughtful pre-assessments of student needs.</p>	<p>Differentiated units use thoughtful and regular pre-assessment / formative assessment.</p>
	<p>May define goals for understanding for each unit.</p>	<p>Clearly defines goals for understanding and levels of performance at which students can demonstrate mastery of the goals for understanding.</p>	<p>Clearly defines goals for understanding and levels of performance, which ensure that differentiated product / process / content all address the goals for understanding.</p>	<p>Clearly defines goals for understanding and levels of performance guide all students toward the same goals for deep understanding, and are used to ensure that differentiated product / process / content all address those goals.</p>
	<p><b>Standards for Student Work</b></p> <p>Understands the need for differentiation and believes that all students can learn.</p>	<p>Lessons and units show that teacher regards “learner differences as inevitable, important and valuable in teaching and learning” to create “a sense of affirmation and success.”</p>	<p>Teacher explains rationale for differentiation, discussing “learner differences as inevitable, important and valuable in teaching and learning” to create “a sense of affirmation and success.”</p> <p>Familiar with discussion of differentiation practices and philosophy of grading.</p>	<p>Through explicit discussion of differentiation philosophy and rationale, teacher and students regard “learner differences as inevitable, important and valuable in teaching and learning” to create “a sense of affirmation and success.”</p> <p>Comfortable discussing differentiation practices and philosophy of grading, while acknowledging the dilemmas of</p>

Standards	Basic	Proficient	Highly Proficient	Expert
				grading and differentiation.
	Student work shows...	Some students show evidence of deep understanding in aspects of their work, as measured by teacher-created goals for understanding.	Many students show evidence of deep understanding in aspects of their work, as measured by teacher-created goals for understanding.	Most students show evidence of deep understanding in aspects of their work, as measured by teacher-created goals for understanding.
		Some students are able to share philosophy and rationale behind differentiation.	Many students are able to share philosophy and rationale behind differentiation.	Most students are able to share philosophy and rationale behind differentiation.
<p><b>IIB. Facilitating Cooperative Learning</b></p> <p><i>Facilitates cooperative learning opportunities through complex instruction and collaborative instruction strategies</i></p>	I am aware of the features of complex instruction OR I understand that group dynamics affect student participation.	I utilize tasks that incorporate some features of complex instruction.	I utilize tasks that incorporate many features of complex instruction.	<b>When appropriate</b> , teacher utilizes complex instruction incorporating all features of complex instruction listed in Appendix IIB.
	I utilize tasks that require cooperative group work in the classroom.	I utilize tasks that require cooperative group work and scaffold them with the following strategies: <ul style="list-style-type: none"> <li>- Utilizing group roles and norms.</li> <li>- Recognizing status issues in class and addressing them.</li> <li>- Providing students with feedback on individual and group performance.</li> <li>- Proactively work to increase participation of all students.</li> </ul>	In cooperative group work tasks, I utilize group roles and norms as well as other strategies to ensure that groups function efficiently. Specifically: <ul style="list-style-type: none"> <li>- I utilize strategies to effectively address and minimize status issues.</li> <li>- I assess students on roles and performance tasks.</li> <li>- I proactively work to increase engagement in content of all students.</li> </ul>	



Standards	Basic	Proficient	Highly Proficient	Expert
	<p><b><i>Student Measures</i></b></p> <p>I utilize measurement tools for student interactions.</p> <p>Students produce a group product or an individual product that meets some learning objectives.</p>	<p>Measurement tools show meaningful student interaction more than 40% of the time</p> <p>Students produce a group product or an individual product that meets most learning objectives.</p>	<p>Measurement tools show meaningful student interaction more than 60% of the time</p> <p>Students produce a group product and an individual product that meets learning objectives.</p> <p>Students self-assess their group performance.</p>	<p>Measurement tools show meaningful student interaction more than 80% of the time</p> <p>Students produce a group product and an individual product that meets learning objectives.</p> <p>Students are able to effectively and articulately self-assess their group performance.</p>
<p><b>IIC. Backwards Planning</b></p> <p><i>Utilizes the principles of <u>Understanding by Design</u> to create backwards planned units.</i></p>	<p>Uses standards to guide unit development while thinking about essential questions</p>	<p>Frames units with essential questions that incorporate the course standards</p>	<p>Students are conscious of Essential questions and engage with them, standards are reached through the essential questions</p>	<p>The essential questions encourage deep thought and engagement with the subject material, including standards and skills</p>
	<p>Assessments focus on the content knowledge and skills given in the standards</p>	<p>Assessments provide opportunity for students to demonstrate understanding of essential questions, standards, and skills</p>	<p>Summative assessment is created early and guides unit development through focus on essential questions</p>	<p>The assessments (both formative and summative) are created early in the design process and used to guide unit development and adjustment during teaching</p>
	<p>Activities promote understanding of the standards</p>	<p>Activities promote understanding of the standards, skills, and/or essential questions</p>	<p>Activities support developing understandings and skills for success on the assessments</p>	<p>Everything that students do in a classroom is focused around developing mastery of the essential questions and developing skills necessary for the assessments</p>

Standards	Basic	Proficient	Highly Proficient	Expert
	Assessments are designed to provide evidence of student learning	Assessments and some classroom activities are designed to provide evidence of student learning	Assessments and many classroom activities are designed to provide evidence of student learning	Assessments and classroom activities are designed to provide evidence of student learning
	Familiar with various ways that students may understand (ex. Six Facets of Understanding or similar)	Some activities allow students multiple ways of understanding	Various ways of [demonstrating] understanding are incorporated into many assessments and classroom activities	Various ways of understanding are fully woven into assessments and classroom activities
	Is committed to documenting unit materials on Shared Folders	Units are documented showing the essential questions as the frame for the unit	Units are documented showing a backward flow from essential questions and assessments to daily activities	Units are fully documented in a transparent manner that makes the design process clear
	Uses standards to guide unit development while thinking about essential questions	Units are documented showing the essential questions as the frame for the unit	Units are documented showing a backward flow from essential questions and assessments to daily activities	Uses backward design as a means of developing units, vertical planning, and interdisciplinary planning
			Serves leadership role in unit design activities with other department or grade level team members	Serves as mentor to other faculty members regarding unit design.
<b>IID. Interdisciplinary Teaching</b>  <i>Enables students to make connections across subject areas by designing and implementing interdisciplinary</i>	I recognize that interdisciplinary teaching is important and enriches learning.	The interdisciplinary curriculum that I create and implement supports mastery of the standards in both classes.	Unit(s) are designed to create a “metaconceptual bonus” (learnings transcend individual course standards).	- Units create a “metaconceptual bonus” for many students (transcends individual course standards and connects to larger society).

Standards	Basic	Proficient	Highly Proficient	Expert
<i>curricula.</i>	I am committed to employing the following forms of interdisciplinary teaching: <ul style="list-style-type: none"> <li>- Parallel teaching (when two classes teach the same topic at the same time)</li> <li>- Individual complimentary lessons (ie. English/History plan a lesson together)</li> <li>- Thematic connections between different subjects</li> </ul>	I create and employ complimentary units/mini-units, (English/History, Math/Science) to investigate a theme, topic or skill.	I implement interdisciplinary units / mini-units that incorporate 2 or more subject areas, OR  I implement 3 or more complimentary units throughout the year.	I consistently implement units / mini-unit or assessments/ projects that include content from all disciplines/classes, OR  I consistently implement interdisciplinary units/mini-units or projects/assessments with all disciplines separately (i.e. Math/History, Math/English, etc.)
	<b><i>Standards for Student Work</i></b>	Student interdisciplinary work reflects mastery of the standards in both curriculums.	Student work reflects an <i>enhanced</i> mastery of standards based on interdisciplinary work.	Student work reflects the understanding that all subjects are connected via the interdisciplinary teaching (“metaconceptual bonus”).

**III. Instruction** Teachers must create effective and equitable learning environments, implementing the curriculum they or others plan. They move fluently through a range of instructional strategies, keeping students motivated, engaged, and focused. (from NBPTS Core Principle #3) (CSTP 2)

Standards		Basic	Proficient	Highly Proficient	Expert
<b>IIIA. Classroom Management</b>  <i>Manages any group of Summit students effectively (class, mentor group, IL, MARS, substituting, Study Trips, etc) – holding high expectations while letting students know we care.</i>	<b>Overall strategies</b>	I have some strategies in place to try to create a safe and effective learning environment.	I have many strategies	that are effective for all students	and provide an environment for highly- engaged behavior
	<b>Graduated Discipline Plan</b>	Knows basic structure	Utilizes appropriately	and consistently.	and effectively
	<b>positive behavior</b>	Recognizes	Celebrates	and gives feedback	and effectively promotes
	<b>off-task behavior</b>	Recognizes	challenges and re-directs without compromising the progress of the lesson	and consistently does so. Gives feedback for improvement.	and predicts and prevent students' off-task behaviors.
	<b>Personal Relationship with Students</b>	Has personal interactions with every student	does so consistently	Maintains a personal relationship with a diverse set of students	does so with each student in class
	<b>Compassionate Communication</b>	Demonstrates respect and compassion towards students and parents in a thoughtful, calm and professional manner.	and does so even when students are rude, aggressive, or disturbed.	and does so in a way which helps to de-escalate a conflict	and explains and discusses emotional factors when dealing with students, parents, and faculty.
	<b>Core Characteristics</b>	States the six core characteristics within classroom/job context	and highlights core characteristics in student behavior	Makes plans for how to address core characteristics	and seamlessly integrates Core Characteristics into course/ curriculum and 'disciplinary' conversations with students.  Models Core Characteristics with students, faculty and Summit

Standards		Basic	Proficient	Highly Proficient	Expert
					Community members.
	<b>Feedback</b>	provides some feedback to students, including regularly updating PowerSchool.	includes appropriate faculty in student feedback	consistently gives both positive and constructive feedback to students, families, and appropriate faculty.	Is proactive about providing feedback to students, parents and faculty
<b>IIIB. Execution of Lessons/Curriculum</b>  <i>Effectively executes curriculum/plans in class, mentor group, IL, MARS, substituting, etc.</i>		<b>Implementation</b>  I can independently follow a lesson plan as written, using strategies that are written into the plan.  I can implement a school-wide plan.	I can extend those strategies  Effectively	I can use strategies not in the lesson plan  Actively	I effectively use a variety of strategies to engage all students and connect the content to their lives.  Proactively
	<b>Learning Goals</b>	I understand the goals of the lesson and meet some of the goals.	I make learning goals clear and meet most.	I meet all of and make learning goals clear and adjust them.	And implement the plan effectively for a variety of students.
	<b>Engagement</b>	I engage some students.	Most students some of the time.	Most students most of the time.	All students all of the time.
	<b>Subject matter</b>	I understand the importance of the subject matter.	I communicate the importance	and my own passion for/ interest in it	And there is evidence of student buy in
	<b>Timing</b>	I start and end lessons on time, and follow timings as written in the lesson	And adjust timings as needed	Appropriately	Proactively

Standards		Basic	Proficient	Highly Proficient	Expert
	<b>Lesson Planning</b>	plan. I have the required materials for class, and have read and thought about the lesson before teaching it.	And considered potential roadblocks / student issues / rough points	And prepared strategies	And am fully prepared for the lesson
	<b>Reflection</b>	<b>Reflection</b> I reflect on classroom management and parts of lessons that did not go as intended.	And on lesson goals	On both positive and negative aspects	And on how lesson was taught adjusting future teaching
	<b>Lesson goals</b>	<b>Student Measures</b> Some meet some goals of the lesson	Some meet most or most meet some	Most meet most	All meet all
	<b>Student product</b>	80% students create expected product	90% of students create expected product	All students create expected product	All students create a product above basic expectations
		<b>Motivation &amp; Engagement</b> My curriculum reflects an understanding of multiple intelligences.	And uses preassessment to address student interest and learning needs.	And gives opportunities to students to use their self identified strengths as learners to make choices in the classroom.	And I share authority with students to design tasks and allow for student feedback

**IV. Assessment** Teachers must use multiple methods for measuring student growth and understanding (both formative and summative), involve students in assessing their own learning, and use the results of assessments to guide instruction. (CSTP 5) (NBPTS Core Principle #3)

Standards		Basic	Proficient	Highly Proficient	Expert
<b>IVA. Formative Assessment</b> <i>Uses ongoing formative assessment to adjust planning and instruction.</i>	<b>Role in instruction</b>	I see formative assessment as <b>important</b> .	...and as a <b>priority</b> and use it several times each week to inform regular instruction.	...and are efficient and part of my <b>daily routine</b> .	...and are <b>manageable and intertwined</b> with instruction within individual units and throughout the course.
	<b>Response/ Design</b>	I <b>respond</b> to major assessments <b>after a high percentage of students</b> do not show basic mastery.	...and I <b>proactively</b> intervene <b>before</b> major assessments	...and do so <b>during or after most lessons</b> .	...and I <b>design curriculum</b> with the intention to <b>explicitly address</b> likely and unpredicted misunderstandings.
	<b>Strategies</b>	I <b>seek</b> out new strategies for formative assessment.	I <b>use several</b> different strategies.	I use a <b>variety</b> of strategies.	My <b>wide variety</b> of strategies <b>match the objectives &amp; essential questions</b> ,
	<b>Measurement</b>	I <b>informally</b> use data from formative assessments to guide instruction.	I use <b>qualitative</b> results	I use <b>quantitative</b> results	I <b>help others</b> design these to get results.
	<b>Class culture and routine</b>	I <b>check for understanding as I teach</b> .	...and I use <b>data to alter instruction</b> as necessary.	...and I <b>share results</b> of formative assessments <b>with students</b> and provide time for students to respond and correct misunderstandings.	...and I <b>create a culture</b> of using assessment to improve teaching and learning.
<b>IVB. Authentic Assessment</b> <i>Provide meaningful authentic assessment opportunities to</i>	Authentic assessments	Connect to students' real-world experiences (future or current), and require higher-order thinking skills.	require students to use skills and knowledge <i>in</i> a real-world context.	Require students to develop understanding by doing a complex task with a real-world context.	Serve as anchors for the rest of the course. In them, students engage in the type of mental work that practitioners in the field do. And are specifically designed to do so.
		Authentic Assessments support ESLRS	in some way.	support the Vertical Plan and demands of next course, (i.e.	

Standards		Basic	Proficient	Highly Proficient	Expert
<i>improve student learning.</i>				10th grade English assessment is a step towards AP level work)	
		My scoring of student work is explained before the assignment is due.	and I use valid, continuous, parallel, coherent, and aptly weighted,rubrics such that assessment and grading criteria are clear to students.	and my rubrics are reliable, such that scoring is consistent across judges and time.	and, descriptive language, appropriate criteria and indicators enable students to accurately self-assess and improve performance.
		The Criteria (for impact, craftsmanship, methods, content and sophistication) in my rubrics...	are weighted appropriately.	and tie to unit essential questions.	are tied to unit and yearlong essential questions.
		I present rubrics as students begin work on assessment.	and use them formatively for feedback	when I introduce an assignment; frequent feedback by myself and peers distinguishes for students what is already being done well and what needs to improve (but keep feedback process manageable)	

<i>C. Uses a system of assessment/ grading that appropriately indicates students' progress, while <b>effectively</b> using evidence of learning (for teacher resiliency purposes).</i>	<i>This Strand To Be Developed After Schoolwide PD and Discussion (See Questions for Discussion)</i>	
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**V. Knowing Learners & Learning** Teachers must believe that all students can learn, and must understand how students develop and learn, and how learning differences, language development, culture, and individual differences affect learning. (CSTP 1, 6) (NBPTS Core Principles #1)

Standards	Basic	Proficient	Highly Proficient	Expert
<p><b>VA. Adolescent Development</b></p> <p><i>Uses an understanding of how learning is affected by adolescent development, cultural/school context, and social and individual learning theory.</i></p>	<b><i>Social &amp; Emotional Development</i></b>			
	<p>I provide occasional opportunities for social interaction.</p> <p>I monitor the classroom and students to foster a caring and safe atmosphere.</p> <p>I recognize the diversity of the classroom.</p>	<p>I provide daily opportunities for social interaction that acknowledge the value of each group member.</p> <p>I monitor the classroom and students to foster a caring and safe atmosphere, and intervene to protect students from emotional harm.</p> <p>My students recognize the diversity of the classroom, and their interactions show a respect for diversity.</p>	<p>I create a classroom environment where social interaction helps students become self-aware and gain academic/social status with their peers.</p> <p>I provide opportunities for students to give appropriate feedback on classroom environment.</p> <p>I provide opportunities to explore classroom diversity and build relationships across interest and background</p>	<p>I create a classroom environment where students can recognize social integration and monitor themselves and peers to maintain a safe environment.</p> <p>I consistently reflect on the students' self-monitoring of maintaining a safe environment, and intervenes when necessary</p> <p>Curriculum increases the students' capacity to build healthy relationships across the range of human diversity</p>
	<b><i>Motivation &amp; Engagement</i></b>			
<p>My curriculum reflects an understanding of multiple intelligences.</p> <p>I provide positive feedback to acknowledge success in all students' work.</p>	<p>My curriculum uses data from pre-assessments to address student interest and learning needs.</p> <p>I balance positive feedback with critical feedback.</p>	<p>Students can identify their strengths as learners and use them to design assessments.</p> <p>I frame feedback on successes and mistakes in language that celebrates the opportunity to grow.</p>	<p>I share authority with students to design learning tasks and allows them to provide feedback for the entire class.</p> <p>I make adjustments to goals and activities with students based on feedback.</p>	
<b><i>Cognitive Development</i></b>				
<p>I include academic literacy in my curriculum.</p> <p>I understand how skills and ideas fit</p>	<p>I give students suggestions for organizing, and opportunities for reflection and self-advocacy.</p>	<p>I build in structures that help students to organize, self-advocate, and reflect.</p>	<p>I help students develop organizational, self-advocacy, and reflection routines for academic literacy.</p>	

	<p>into a schema or map of the discipline.</p> <p>My curriculum reflects attention to teaching problem solving skills (e.g. Bloom’s, ESLR’s, etc.)</p> <p>My unit questions guide each unit.</p>	<p>My curriculum exposes links between key ideas and content.</p> <p>I organize lessons to develop/ practice/ give feedback on problem-solving skills.</p> <p>Classroom instruction explicitly presents big ideas within the content.</p>	<p>I help students develop a schema to categorize ideas and skills.</p> <p>I identify and label types of problems within the content area Each unit includes a focus on at least one problem-solving skill</p> <p>I lead students through inquiry to uncover big ideas within the content.</p>	<p>I help students develop their own schema to categorize ideas and types of problems within the content area.</p> <p>I organize units to develop, practice, and give feedback on different problem-solving skills throughout the course.</p> <p>Students recognize big ideas within the content and can apply this conceptual understanding to other contexts/situations.</p>	
<p><b>VB. Special Needs &amp; Learning Differences</b></p> <p><i>Uses an understanding of how learning is affected by learning disabilities in order to meet the needs of students with learning differences.</i></p>	<p><b><i>Understanding Disabilities</i></b></p> <p>I know which students in my classes have documented disabilities.</p> <p>I know that all students can learn with differentiated instruction.</p> <p>I can quickly reference RSP to provide a “snapshot” of particular students.</p> <p>I know how each disability manifests itself in the content area.</p> <p>I seek RSP teacher for specific suggestions, additional information, and/or feedback</p> <p>I can identify specific behaviors as manifestations of a disability, form a hypothesis of how to address/mitigate the academic impacts of the disability, and then implement and reflect on the success of the strategies.</p> <p>I have a rich repertoire of strategies and approaches and use them to design an appropriate, differentiated educational plan, in both delivery and assessment, which includes lawfully using and documenting accommodations in the classroom.</p>				
		<p><b><i>Professional &amp; Legal Obligations</i></b></p> <p>I have basic knowledge of special education law &amp; legal responsibilities (IDEA, FAPE, LRE, role in an IEP meeting)</p> <p>I complete present levels of performance narratives (PLOPs).</p> <p>I attend IEP meetings at request of RSP teacher and participate in the meeting.</p> <p>I utilize various strategies (see Appendix VB) to measure student performance in order to complete Present Levels of Performance narratives.</p> <p>I utilize various strategies (see Appendix VB) to measure student performance to complete Present Levels of Performance.</p> <p>My PLOPs include data-driven evidence for student performance.</p> <p>I can articulate (in an IEP meeting and/or PLOP) how the student’s disability adversely affects learning in the classroom and how the student can utilize his/her strengths to compensate for a disability.</p>			

	<p><b>Adapting Materials &amp; Working with students</b></p> <p>I can identify legal responsibilities in regard to specific student accommodations. I implement accommodations in daily lessons and assessments.</p> <p>I anticipate the adverse effects of students' disabilities on learning and pro-actively adapts lessons to address students' unique learning styles and needs.</p> <p>I can show evidence of including accommodations/adaptations in lesson planning, delivery, and assessment</p> <p>I consistently build accommodations/adaptations into lesson planning, delivery, and assessment/</p> <p>I share effective accommodations for specific students with RSP teachers, other grade-level teachers, and future teachers.</p> <p>I can effectively aid students in understanding their abilities and teach them how to compensate for and take control of their disabilities through self-advocacy.</p>			
<p><b>VC. English Language Learners</b></p> <p><i>Uses an understanding of how student learning is affected by language development in order to meet the needs of English Language Learners.</i></p>	<p><b>Recognizing &amp; Identifying ELLs</b></p> <p>I can identify which students in my classroom are ELL and their general level (advanced / intermediate / beginning speaker).</p> <p>I can identify ELL students in my classes and their specific CELDT level.</p> <p>I understand that there are traditional and nontraditional ELLs and the different language struggles that students face with different types of language.</p> <p>I can identify ELL students in my classes, their CELDT level, and the appropriate strategies for those students.</p> <p>I employ strategies that are appropriate for each specific ELL student in their classes and their particular struggles.</p> <hr/> <p><b>Strategies for Teaching ELLs</b></p> <p>I understand and am committed to teaching a variety of ELLs.</p> <p>I employ some of the ELL strategies outlined in Appendix VC as often as necessary.</p> <p>I employ many of the ELL strategies listed in Appendix VC as often as necessary.</p> <p>I employ all/most of the ELL teaching strategies listed below as often as necessary and appropriate.</p> <hr/> <p><b>Integrating ELA Standards &amp; Academic Vocabulary</b></p> <p>I am aware that the English Language Arts standards should be taught in all</p> <p>I attempt to employ some of the ELA standards.</p> <p>I incorporate most of the ELA standards throughout the year.</p> <p>I seamlessly employ ELA standards throughout the year.</p>			

classes.	I incorporate academic vocabulary into some lessons.	I incorporate academic vocabulary into most lessons.	I incorporate general as well as content academic vocabulary that is taught throughout and within all lessons.
		I incorporate some language goals into the learning goals of the unit and assess based on the learning goals.	I seamlessly incorporate language goals into the unit and assess based on the learning goals.
<b>Assessment / Feedback</b>			
I understand that corrective feedback is necessary for language development.	I give corrective feedback to ELL students.	I give specific, timely, and corrective feedback to ELL students.	I give specific, corrective, timely feedback to ELL students and teach students to give self and peer feedback.
I understand that it is important to assess for language improvement.	I understand that it is important to assess for language improvement.	I do some assessment for language improvement.	I assess for language improvement as often as necessary.
I am committed to creating assessments that take into account the needs of ELLs.	My assessments do not include language that impedes understanding of questions and which is not specifically related to content.	I differentiate some assessments for language (see Appendix VC).	I seamlessly differentiate assessments for language.
I understand that ELLs may make errors on an assessment that are not related to their understanding of content.	I can recognize the difference between a content error and a language error.	I usually take ELL into account when teaching critical thinking skills (ie scaffold for language)	I always take ELL into account when teaching critical thinking skills (ie scaffold for language)
<b>Student Measures</b>			
I recognize that students can demonstrate mastery of content without using standard academic English.	Student work shows mastery of content regardless of language skills, but does not impede a teacher's ability to determine content mastery.	Student work shows mastery of content and some improvement of language skills.	Student work shows both mastery of content, academic language, and much improvement of language skills.  Student work demonstrates self and peer evaluations and feedback.

**VI. Mentoring Students.** Mentors must be advocates, role models and instructors for their mentees. Mentors must guide mentees through the college application process.

Standard	Basic	Proficient	Highly Proficient <sup>1</sup>	Expert <sup>1</sup>
<p><b>VIB. Mentoring</b></p> <p><i>Serves as a role model, advocate, &amp; partner in education.</i></p>	<p><b><i>Teen Wellness*</i></b></p> <p>Knowledge of common teen issues (peer pressure, mental health, parental issues, teen sexuality, drugs and alcohol issues), and can direct students to other faculty who best know how to help.</p>	<p>Basic plus: can suggest a variety of positive approaches to common teen issues, and can direct students to resources outside of school as appropriate; received some training on teen issues.</p>	<p>Proficient and basic plus: received some professional outside training in teen issues</p>	<p>Basic, Proficient and Highly Proficient plus: Serves as a resource and a trainer on teen issues to faculty and parents.</p>
	<p><b><i>Support and Advocacy</i></b></p> <p>Ensures students know every other group member. Mentor knows key academic and personal facts. Checks in 2-3 times per semester with each mentee. Responds in a timely manner to all parent requests and begins to form relationship with family. Complete PLPs with all students in a timely manner.</p>	<p>Mentor includes strategies to meet PLP goals within document. Uses knowledge of student's extracurricular life to motivate and advocate for them. Uses parents as a resource to create constructive plans to address behavioral and academic issues. Monitors progress of PLP at least once per year, revises as necessary.</p>	<p>Uses strategies to motivate students and to help students meet personal and academic goals. Monitors progress of PLP at least twice per year.</p> <p>Has developed a supportive environment within the mentor group.</p>	<p>Mentees use strategies taught by mentor to meet goals and show significant improvement in behavior or academics.</p>

	<p><b>College</b> Believes and imparts the belief that all students will go to a 4 year college.</p> <p>Knows what the key aspects of the college search are, (ie location, competitiveness, size, academics, etc.)</p>	<p>Meets all mentor deadlines for college application process.</p> <p>Can guide students in creating a list of at least 4 best fit schools and to meet financial aid and application deadlines.</p> <p>Understands the factors that make a strong applicant and can advise mentees accordingly, starting in 10<sup>th</sup> grade (ie UC eligibility).</p> <p>Able to use current college resources and access basic college and mentor group info.</p>	<p>Is well-versed in college application process, Summit “target” schools, financial aid, and essays and needs little guidance. Can track and foresee and remediate any deadline, fit and testing issues or concerns that may come up.</p> <p>Students actively take steps to improve their application success. 90% of students are accepted to a 4 year college.</p>	<p>Can mentor other teachers in college admissions process. Can answer vast majority of student questions within 48 hour period. Knows a wide range of specific colleges to match distinct students “ideal fit.”</p>
	<p><b>Connections</b></p> <p>Writes Connections lesson plans per schedule created with mentor team based on connections standards. Leads and executes connections lesson with curriculum developed by others.</p>	<p>Helps create year-long connections scope and sequence. Actively participates on mentor team. Serves as a resource for creating curriculum and can work effectively on a connections team.</p>	<p>Adapts Connections lesson plans to meet needs of mentees. Revises and improves existing curriculum.</p>	<p>Takes a leadership role in the mentor team for creating comprehensive Connections curriculum.</p>

**VII. Leadership Strand – Emotionally Intelligent Teacher Leadership Strand**

**Self-Awareness**

Basic	Proficient	Highly Proficient	Expert
<b>Basic / Proficient</b> in Self-Awareness and Self-Management	<b>Highly Proficient</b> in Self-Awareness and Self-Management	<b>Expert</b> in Self-Awareness and Self-Management	<b>Expert</b> in Self-Awareness and Self-Management
<b>Basic</b> in Social Awareness and Relationship Management	<b>Proficient</b> in Social Awareness and Relationship Management <b>in multiple contexts</b>	<b>Highly Proficient</b> in Social Awareness and Relationship Management <b>in multiple contexts</b>	<b>Expert</b> in Social Awareness and Relationship Management <b>in multiple contexts</b>

**Domain Rubric: How well do you apply this EI domain as a Teacher Leader?**

Use this rubric to determine whether your level of competency in each of the EI domains. (ie do this once for Self-Awareness and mark it on the main rubric (above), then repeat for three other domains)

Basic (developing awareness)	Proficient (identifying)	Highly Proficient (applying)	Expert (analyzing and coaching)
<p>Understands the competency (able to explain to someone else)</p> <p>Has a general sense of current practice with regard to this competency</p> <p>Understands that EQ can change with practice</p> <p>Is willing to work on EQ competency growth</p>	<p>Can identify the competency in self</p> <p>Can accurately assess and articulate strengths and areas of growth</p> <p>Targets specific situations in which to develop this competency</p> <p>Seeks outside input for more accurate self-assessment</p>	<p>Can identify the competency in self and others, and explain the effects of this competency</p> <p>Able to use this competency as a strength</p> <p>Actively seek out opportunities in multiple contexts to improve on areas of growth</p> <p>Uses situational and interpersonal data from multiple sources as feedback for reflection and growth</p>	<p>Can analyze complex situations with respect to this and other EQ competencies</p> <p>Uses strengths to the advantage of the individual and the organization, and is able to recognize and encourage this competency in others</p> <p>Has a proactive, systematic plan to consistently self-assess on this competency</p> <p>Gathers 360® feedback on areas of growth , and skillfully gives feedback to others on EQ competencies</p>
Self-Awareness			
Self-Management			
Social Awareness			
Relationship Management			

## APPENDIX

### Appendix IIB. Features of complex instruction include:

- Planning and implementing higher order group-worthy tasks involving multiple roles in heterogeneous groupings.
- Ensuring that students are well trained for roles they are assigned and students are evaluated for their performance in their assigned roles and the performed task.
- Effectively addressing when to intervene to minimize status issues.
- Assessing and holding students accountable for the individual and group task.
- Using effective strategies to ensure participation/engagement in content and group roles for all students.

### Appendix IIIB. Common Summit-wide strategies include, but are not limited to:

- Socratic seminars
- Group work
- Think-pair-share
- Participation rubrics
- Tellbacks

### Appendix IVA. “Response to major assessment” include, but are not limited to:

- Addressing errors with the class/appropriate students
- Office Hours – specifically addressing the assessment by allowing revision
- Requiring certain students to come to Office Hours, go to peer tutoring, etc.

### Appendix IVC. Questions for a Faculty Discussion Around Grading:

- 1) At Summit, what is the purpose/purposes of grading? (Guskey & Bailey, *Developing Grading & Reporting Systems*, p. 50; Wormeli, *Fair Isn't Always Equal*, p. 101-104)
- 2) What should grades be based on / what should grades reflect?
  - a. To what extent should grades be based on *knowledge of content vs course / subject area skills*? (ie, mastery of US History standards vs ability to write a research paper)
  - b. To what extent should mastery assignments reflect product, progress, and process, as compared to work to support and participation



grades? (Guskey & Bailey, *Developing Grading & Reporting Systems*, p. 40-41; Wormeli, p. 105-112)

- 3) To what extent should grades reflect individual achievement vs group achievement? To what extent should group / individual grades reflect assessment *content knowledge vs effort*? (Cohen, *Designing Groupwork*, p. 82-84; Wormeli, *Fair Isn't Always Equal*, p. 127-128)
- 4) To what extent should special needs students be graded differently than their fully mainstreamed classmates? (Wormeli, p. 149-151)
- 5) Under what conditions should students be able to revise work? How much credit should they be able to get, and under what circumstances? (Wormeli, *Fair Isn't Always Equal*, p. 113-116; p. 131-136)
- 6) What makes a good rubric? When is it appropriate to use a rubric? (Wiggins, *Educative Assessment*, p. 153-185)
- 7) When does extra credit enhance learning, and to what extent? Under what circumstances should extra credit be given and why? (Wormeli, p. 124-126)
- 8) What kinds of grading scales reflect best practices? (Wormeli, p. 152-159)

*A Brainstorm for "Expert:"* Contributes to schoolwide conversation about grading systems and dilemmas (ie about product, process, progress), based on teacher's own student data & systems. Grading system provides complete & timely information about student progress, while being manageable for the teacher.

**Appendix VA.** Descriptors Abandoned:

- Motivation and Engagement-- Design tasks for novelty, variety, diversity and student interest, that offer appropriate challenge to students
- Cognitive Dev--Provides feedback to students to enable them to adjust problem-solving strategies according to their own progress, learning needs
- Cognitive Dev. Enduring understandings – develop skills to recognize big ideas and (apply big idea to different arena – conceptual understanding)

**Appendix VB.** Strategies for measuring student performance in order to complete Present Levels of Performance narratives include but are not limited to:

- Collecting student work
- Collaborating with RSP team
- Performing error analysis

**Appendix VC.** Strategies for differentiating assessments for language include but are not limited to:

- Including fewer questions on tests.
- Providing a choice of assignments

<b>Appendix VIA . Knowledge and Skills related to each level of College Mentoring</b>				
1. It is an expectation that Summit mentors move one position each year that they mentor at Summit. Any mentor that sees a mentor group through the junior and senior years (and participates in Summit PD) is expected to reach the highly proficient level. Mentors may choose to become Expert in PEP goals, career goals, or personal/professional interest.				
2. This is a work-in-progress description of the knowledge /skill base that mentors at each level should know or be able to readily access.	<b>BASIC Knowledge includes:</b> Distinction between UC and CSU system exists.  Define the following terms: Naviance, private college, public college, semester system, quarter system, major, minor, bachelor’s degree, associate’s degree, community college, trade school,  Visits at least one Summit “target” school.	<b>PROFICIENT Knowledge includes:</b> Knows the list of top Bay Area target schools for Summit students and the general GPA and SAT range, and basic strengths of majors at 10 of these schools.  Visits at least 3 Summit target schools.	<b>HIGHLY PROFICIENT Broad Knowledge includes:</b> Knows the SAT range, GPA range, cost of school, basic characteristics of the school, basic reputation of the school, top major at 25 top Bay Area target schools for Summit students.  Visits at least 6 Summit target schools.  Knowledge of web-based Research tools	<b>EXPERT Extensive Knowledge includes:</b> Know all BA schools – key personalities of the school, key characteristics, semester/quarter system, academic structure of school, size, location, reputation and stereotypes, personality of surrounding town, academic specialties, basic undergraduate requirements, cost, and financial aid requirements (undocumented students included)  Historical knowledge of Summit acceptance data and where our students have been successful.  Visit top “Target” schools. Comprehensive knowledge of web-based research tools (strengths & weaknesses of websites) and identify how they are individually useful  Regularly read list-serves.
	<b>Decision Making Process</b>			- I understand the SIR - I know how to evaluate different financial aid offers.
<b>Finance</b>			- I know everything about the FAFSA and CSS. - I know all the different types of loans, grants, and aid. - I have a conceptual understanding of scholarships. - I am knowledgeable of the Peninsula Scholarship Fund (Peninsula Community Foundation – any other Summit specific scholarships)	

	<ul style="list-style-type: none"> <li>- I know how to use FAFSA forecaster</li> <li>- I know how to teach mentees how to write an “affordability story”</li> <li>- I understand options (AB 540) for undocumented students.</li> </ul>
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**Appendix VIB .**

Note: Because this strand is so specific to the mentoring role at Summit, the expectation is that by the end of the first year as a mentor (rather than as a new hire), one would be at a Basic level at least.

**Omitted Descriptors:**

<b>Community Building: 10-minute time rubric</b>			
Communicates Summit announcements and policies during 10-minute time.	Communicates pertinent Summit information. Uses a variety of activities during 10-minute time.	Consistently utilizes 10-minute time effectively.	Effectively communicates and adequately explains announcements and policies. Makes effective use of daily 10-minute time to build community among group
<b>Teen Wellness:</b>			
Students feel comfortable approaching mentor.	Responds professionally to parent concerns		Mentor is approachable and students seek out mentor for advice.

**Appendix VII .**

**EXAMPLES of ways people step up, which are enhanced by EI or where you can develop EI:**

- PD Sessions
- Individual Conversations with students, parents, and faculty that show caring, effectively connect, etc.
- Courageous Conversations with students, parents, and faculty
- Articulating or modeling what you are feeling / afraid of (explaining reactions to others)
- Transparency around boundaries and limitations
- Reading a room (identifying the mood in your classroom and acting on it)
- Being an active group member on all Teams (Connections, GLT, VT)
- Facilitating LT meetings, GLT, Intervention
- Bringing proposals to the faculty



- Mentoring (students, colleagues on curriculum / EI)
- Being a CT
- Accepting and giving feedback
- Survey students, mentees, parents, etc,s being open to really hear the feedback, and then acting upon it
- Willing to do a 360 review from all stakeholders
- “Healing” the relationships after a negative or tense experience (whether with a student, in a meeting, etc)

**EXAMPLES of ways people step up that aren’t necessarily enhanced by EI or don’t necessarily develop EI, but should be rewarded through WIT (or other means):**

- Schedules
- Organize shared folders
- Some LT roles (Notetaking, Timekeeper, DGD [Decision Grid Documenter])
- All School Events
- All-School Meeting
- Improving systems and structures (ie Faculty Handbook Wiki on Faculty Portal)
- Intersession Planning Team



# Summit Public School: Olympus

## Attachment 20

Evidence of Support for Facilities Acquisition  
Potentially Viable Sites Found to Date

# Evidence of Support for Facilities Acquisition



Sarah Satinover  
Director of Growth  
Summit Public Schools  
455 5th Avenue  
Redwood City, CA 94063

November 12, 2013

RE: Engagement Letter for Facilities Services

Dear Sarah:

This letter hereby confirms Pacific Charter School Development, Inc. ("PCSD") engagement with Summit Public Schools ("Summit") to locate, secure, and (if necessary) construct new charter school facilities in Washington in Seattle and Tacoma.

PCSD is a non-profit real estate development company that was created to help high-quality charter schools that operate in underserved communities locate and develop charter school facilities. PCSD is the largest developer of public schools in the nation having built nearly 50 schools serving 20,000 students.

PCSD's initial services will include:

- Site Identification – PCSD will leverage its project management team and brokers to identify off and on market sites that can be pursued for development. PCSD will then vet sites based on preliminary due diligence and client requirements to determine which sites to pursue.
  - Site Due Diligence – PCSD will investigate entitlement, environmental and constructability risks associated with target site to assess availability.
  - Develop Site Concepts – PCSD will work with a local architect to develop preliminary sketches for potential projects.
  - Negotiate Purchase and Escrow Terms for 2 Sites – PCSD will negotiate terms with the seller that will support the purchase and development of the site.

PCSD is pleased to be working with Summit and looks forward to our engagement. Please contact me at (213) 542-4711 should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Sun', with a long horizontal flourish extending to the right.

John Sun  
Chief Operating Officer



Sarah Satinover  
Director of Growth  
Summit Public Schools  
455 5th Avenue  
Redwood City, CA 94063

November 19, 2013

Dear Ms. Satinover:

On behalf of the Educational Facilities Financing Center (EFFC) at Local Initiatives Support Corporation (LISC), please accept this letter of support for Summit Prep's application to open a new school in the state of Washington.

LISC is dedicated to helping community based organizations transform distressed neighborhoods into healthy and sustainable communities of choice. The EFFC, supports quality public charter schools by providing technical assistance, loans, grants and equity investments for their facilities projects. Since 1997, the EFFC has provided over \$268 million in funding to over 249 charter schools across the country.

The EFFC has established a relationship with Summit Prep and supports its mission of providing high quality educational options to children in the state of Washington. If Summit Prep is awarded a charter to operate, we will look forward to reviewing a facility financing for them. Our partnership might include technical assistance related to facility development, loan or grant support related to construction, or linkages to community development organizations in the area where the school will be located. We currently have the ability to make predevelopment loans with 0% interest, construction/mini-perm loans with interest rates starting at 6% and long-term permanent loans. We are happy to provide additional details on our financing once we have more information about the proposed project.

We are delighted to be able to support Summit Prep's work providing educational opportunities for children in the state of Washington. Please feel free to contact me at (212) 455-9884 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Reena Bhatia", is written over the typed name.

Reena Bhatia  
Vice President, Education Programs  
Local Initiatives Support Corporation



November 19, 2013

Sarah Satinover  
Director of Growth  
Summit Public Schools  
455 5th Avenue  
Redwood City, CA 94063

RE: Engagement Letter for Facilities Services

Dear Sarah:

This letter confirms that Wickens LLC (Matt Wickens) is engaged with Summit Public Schools (“Summit”) to identify and review potential new charter school facility locations in Seattle and Tacoma Washington.

Wickens LLC is a real estate search and management firm located in Seattle, dedicated to finding new real estate opportunities for a wide variety of clients, including e-commerce, healthcare, and office.

Services performed by Wickens include site identification, due diligence related to zoning and code compliance, preliminary budgeting, and acquisition strategy.

Wickens LLC is pleased to be working with Summit and looks forward to our continued engagement.

Sincerely,



Matt Wickens  
WICKENS LLC

# Potentially Viable Sites Found to Date

*Note: All sites require further due diligence on ease of accessibility to at-risk students, affordability, etc.*

2013 Preliminary Charter Facility Survey

#	NAME	ADDRESS	LISTING BROKER	SITE SIZE	Building Size	ZONING	SALE PRICE	LEASE RATE	PROJECT COSTS	COMMENTS
<b>TACOMA - PRIVATE FACILITIES</b>										
1	80th STREET	2615 South 80th Street, Tacoma WA	CBRE	4.4 ac	87,462 sf	Planned Development Business	TBD	\$0.36 / SF	\$100 / SF \$8,746,200	Good location near freeway, bus lines, and residential neighborhood Ample parking and truck court for outdoor play yard uses
2	SOUTH TACOMA WAY	5622 South Tacoma Way, Tacoma, WA	CBRE	1.4 ac	53,000 sf	C-2	\$2,600,000	\$0.45 / SF	\$ 125 / SF 7,750,000	Storefront and warehouse space on Tacoma's Auto Row. On bus and commute routes. Constant busy traffic. Lack of outdoor space and lack of parking
3	BALLY'S	1680 Mildred Street Tacoma, WA	CBRE	3.07 ac	67,200 sf	Commercial	\$4,000,000		\$ 125 / SF 8,400,000	Existing improvements not conducive to classroom build-out?
4	THE HIGHLANDS	5954 North 26th Street Tacoma, WA	Kidder Mathews	1.2 ac	26,281 sf	RCX	\$650,000	N/A		Previous retirement home Limited outdoor area Limited parking
5	NISQUALLY POWER STATION	2402 South C Street Tacoma WA	Kidder Mathews		23,757 sf		\$1,650,000		\$200 / SF 4,751,400	Historic building in downtown tacoma No outdoor area, no parking
6	TACOMA ARMORY	1001 Yakima Ave South, Tacoma, WA	CBRE		100,000 sf					Historic building in downtown tacoma No outdoor area, potential for parking in lower floor Existing gym in upper floor
<b>TACOMA - DISTRICT FACILITIES</b>										
1	GAULT MIDDLE SCHOOL	1115 East Division Lane Tacoma, WA	New Ventures Group	7.29 ac	109,582 sf					Existing Gault Middle School Metro pool on site is leased Includes large field with two baseball fields
2	MCKINLEY ELEMENTARY	3720 McKinley Ave Tacoma, WA	New Ventures Group	2.44 ac	53,876 sf					
3	WAINWRIGHT ELEMENTARY	130 Alameda Avenue Tacoma WA 98466	New Ventures Group	5.6 ac	48,441 sf					
3	WILLARD ELEMENTARY	3201 South D Street Tacoma WA	New Ventures Group	1.86 ac	25,743 sf					



# NEW VENTURES GROUP

Contact: [George Jakotich](#) | Direct: 206-465-5183 | Main: 206-682-2784

Listing ID #: 509699



## McKinley Elementary

3720 McKinley Ave  
Tacoma WA 98404

**Price: \$ 0**

Lease and purchase offers will be accepted on a case by case basis based on the desired space required. Please contact broker for further information or to arrange a tour.

### McKinley Elementary School

Tacoma School District has surplusd four schools for sale or lease. Tours will be scheduled shortly. Please contact broker to get on the contact list to arrange a tour.

### Informational Links

- [View Flyer \(PDF\)](#)
- [View Map](#)
- [Demographics](#)
- [Bird's Eye View](#)

### Property Details

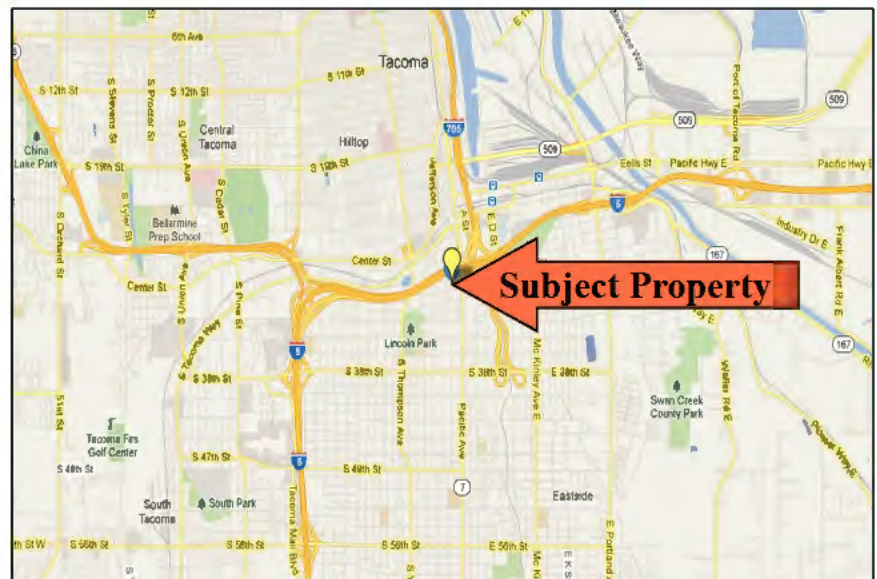
Prop Type :	Office	# Floors :	2
Bldg SF :	53,876	Year Built :	1908
Land SF :	106,286	# Bldgs :	3
Acres :	2.44		
Office Class :	C		
Market Area :	630 - Tacoma		
Parcel :	7470010230		
County :	Pierce		



3201 South D Street Tacoma WA 98404



- 1.86 Acres
- 25,743 Sq ft (1951)
- Zoning: RCX
- Possible South 32nd Street Vacation



FOR SALE

# FORMER SALVATION ARMY BUILDING

409 PUYALLUP AVENUE :: TACOMA, WA 98421



## BUILDING DETAILS:

- Price: \$2,495,000
- Square Footage: ±45,000
- Zoning: UCX-Tacoma Dome
- Use: Office, Retail, Warehouse, Residential, Hotel
- Clearance: 12 Feet
- Year Built: 1929 with 1955 addition
- Loading Access: 5 Dock High
- Utility: Three-phase Power
- Parking on site

FOR MORE  
INFORMATION  
PLEASE  
CONTACT

**Andrea Peterson**  
Senior Associate  
253.572.6355  
andrea.peterson@cbre.com

**CBRE**

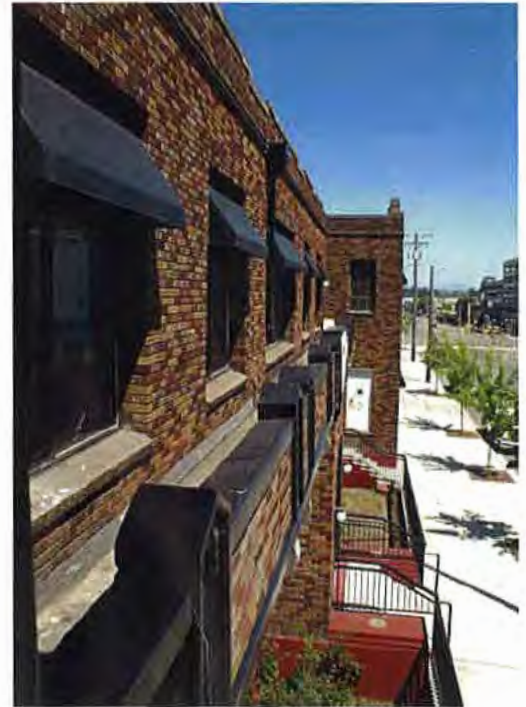
FOR SALE

# FORMER SALVATION ARMY BUILDING

409 PUYALLUP AVENUE :: TACOMA, WA 98421

## PROPERTY FEATURES

- Ideal owner-user building
- Sweeping views of Downtown Tacoma, 509 Bridge and the Thea Foss Waterway
- Offers large contiguous floorplates – up to ±16,800 SF
- Transit: Adjacent the Pierce Transit Parking Garages (2,400 stalls), Sounder Station, and Downtown Light Rail
- 3 blocks from the new Americas Car Museum
- Immediate access to Part of Tacoma, Thea Foss Waterfront and Port of Tacoma
- Expandable: Building can handle additional 3 floors – Feasibility Package with Structural Report available



Circa 1936 – Former Nailey's Headquarters  
Courtesy Tacoma Public Library



FOR MORE  
INFORMATION  
PLEASE  
CONTACT

### Andrea Peterson

Senior Associate

253.572.6355

[andrea.peterson@cbre.com](mailto:andrea.peterson@cbre.com)

CBRE | 1201 Pacific Avenue | Suite 1502 | Tacoma, WA 98402 | [www.cbre.com](http://www.cbre.com)

# CBRE



# Summit Public School: Olympus

Attachment 21  
Start-Up Plan











Summit Public School: Olympus  
Attachment 22  
Insurance Coverage

## **Attachment 22 – Summit Olympus Sample Insurance Coverage:**

Summit Olympus will secure and maintain insurance to protect itself from claims that may arise from operations. Summit Olympus will obtain types of insurance and coverage levels similar to that of existing Summit California schools. Summit Olympus will monitor its vendors, contractors, partners or sponsors for compliance with insurance requirements. Sample coverage is attached as a PDF. This sample is provided only as an example of some of the types and amounts of insurance Summit schools have secured in the past. Summit Olympus will comply with all insurance requirements set forth in the Charter Contract.

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## NAMED INSURED

### Summit Public Schools

**NAMED INSURED** includes any past, present or future officials; members of boards or commissions; and directors, officers, partners, volunteers, student teachers or employees of the **NAMED INSURED** while acting within the scope of their duties as such.

**NAMED INSURED** shall also mean any person, organization, or estate to whom the **NAMED INSURED** is obligated by virtue of a written contract or written mutual aid agreement or other written agreement to provide insurance such as is offered by this policy; but only in respect to acts or operations by or on behalf of the **NAMED INSURED**, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement.

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## PROPERTY

<b>Coverage Provided by:</b>	California Charter Schools JPA and excess/reinsurance carriers to be determined
<b>Policy Period:</b>	7/1/2012 to 6/30/2013
<b>Coverage Includes:</b>	All Risk of Direct Physical Loss
<b>Valuation:</b>	Replacement Cost
<b>Deductible:</b>	\$ 1,000 per occurrence
<b>Building Value:</b>	\$ 0
<b>Contents Value:</b>	\$ 200,000
<b>Electronic Data Processing Equipment and Computer Value:</b>	\$ 400,000
<b>Total Insured Value:</b>	\$ 600,000
<b>Limits:</b>	
<b>All Risk:</b>	\$ 600,000
<b>Boiler &amp; Machinery Property Damage:</b>	\$ 0
<b>Sublimits:</b>	
<b>Ordinance or Law:</b> (Loss to undamaged portion)	\$ Not Applicable per occurrence
Demolition and Increased cost of construction are included in limits show	
<b>Newly Constructed or Acquired Property:</b>	\$ 5,000,000 per building (120 days reporting clause)
<b>Builders Risk:</b>	\$ 2,500,000 per occurrence
<b>Errors &amp; Omission:</b>	\$ 1,000,000 per occurrence
<b>Covered Property in Transit:</b>	\$ 1,000,000 per occurrence

<b>Outdoor Property including Debris Removal:</b>	\$	1,000,000	per occurrence
<b>Electronic Data Processing Equipment, Data and Media:</b>	\$	1,000,000	per occurrence
<b>Extra Expense:</b>	\$	1,000,000	per occurrence
<b>Covered Property at Undescribed Premises:</b>	\$	1,000,000	per occurrence
<b>Valuable Papers:</b>	\$	1,000,000	per occurrence
<b>Accounts Receivables:</b>	\$	1,000,000	per occurrence
<b>Utility Services Direct Damage, including Boiler &amp; Machinery:</b>	\$	250,000	per occurrence
<b>Personal Effects of Officers and Employees of the Insured:</b>	\$	250,000	per occurrence
<b>Pollutant Cleanup and Removal:</b>	\$	100,000	per occurrence
<b>Claim Data Expense:</b>	\$	25,000	per occurrence

**Exclusions:  
(including but not limited to)**

- Earth Movement, including Earthquake
- Flood and Surface Water
- Governmental Action
- Nuclear Hazard
- War and Military Action
- Computer Virus
- Programming Errors & Omissions
- Off Premise Utility Services
- Collapse of Buildings
- Terrorism
- Pathogenic or Poisonous Biological or Chemical Material Exclusion
- Virus or Bacteria

**Subjectivity:**

Coverage under this policy shall not exceed 140% of the individually stated value for such property as shown in the latest Statement of Values or other documentation on file with CCSJPA for any one Building, any one Structure or Business Personal Property at any one location



## GENERAL LIABILITY

<b>Coverage Provided by:</b>	California Charter Schools JPA and excess/reinsurance carriers to be determined
<b>Policy Period:</b>	7/1/2012 to 6/30/2013
<b>Coverage Includes:</b>	<ul style="list-style-type: none"><li>• Comprehensive General Liability<ul style="list-style-type: none"><li>○ Personal Injury</li><li>○ Bodily Injury</li><li>○ Property Damage</li></ul></li><li>• Employee Benefit Liability<ul style="list-style-type: none"><li>○ Negligent Act</li><li>○ Error or Omission</li></ul></li><li>• Premises Medical Payments</li></ul>
<b>Deductibles:</b>	\$ 0
<b>Exposure Base:</b>	850 Student Enrollment
<b>Limits:</b>	
<b>Bodily Injury, Property Damage:</b>	\$1,000,000 per occurrence
<b>Employee Benefit Liability (EBL):</b>	\$1,000,000 per occurrence
<b>Medical Payments:</b>	\$ 10,000 per person \$ 50,000 per occurrence
<b>Exclusions: (including but not limited to)</b>	<ul style="list-style-type: none"><li>• Asbestos Liability</li><li>• Pollution Liability EXCEPT smoke resulting from hostile fire</li><li>• Lead Liability</li><li>• Aircraft and Aircraft Products Liability</li><li>• Watercraft Liability</li><li>• War and Nuclear War or Attack</li></ul>

---

## PROFESSIONAL LIABILITY

### COVERAGE IS ON A CLAIMS MADE BASIS

**Coverage Provided by:** Scottsdale Indmenity Company

**Policy Period:** 7/1/2012 to 6/30/2013

**Deductible:**

**Insured Person & Organization (D&O):** \$ 2,500 per **claim**

**Employment Practice Liability:** \$ 10,000 per **claim**

**Fiduciary Liability:** \$ 0 per **claim**

**Coverage Includes:**

- Insured Person & Organization (D&O)
- Employment Practice Liability (EPL)
- Fiduciary Liability

**Limits:**

\$ 1,000,000 per **claim**

\$ 1,000,000 annual aggregate

**Retroactive Date:**

**Insured Person & Organization (D&O):** 7/1/2011

**Employment Practice Liability:** 7/1/2011

**Fiduciary Liability:** 7/1/2012

**Claims Made Policy Definition:**

A term describing an insurance policy that covers claims first made and reported or filed during the year the policy is in force for any incidents that occur that year or during any previous period during which the insured was covered under a "claims-made" contract. This form of coverage is in contrast to the occurrence policy, which covers an incident occurring while the policy is in force regardless of when the claim arising out of that incident is filed—1 or more years later.

**Definition of Claim:**

Claim means all notices or suits demanding payment of money based on, or arising out the same wrongful act or a series of related wrongful acts by one or more assureds

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**Extended Reporting Period:**

A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the Period of Insurance, and lasts for thirty (30) days.

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# SCHOOL BOARD MISCELLANEOUS LIABILITY

## SEXUAL ABUSE IS ON A CLAIMS MADE BASIS

<b>Coverage Provided by:</b>	California Charter Schools JPA and excess/reinsurance carriers to be determined
<b>Policy Period:</b>	7/1/2012 to 6/30/2013
<b>Deductible:</b>	\$ 5,000 per occurrence
<b>Coverage Includes:</b>	<ul style="list-style-type: none"><li>• Errors &amp; Omissions (E&amp;O)</li><li>• Sexual Abuse Liability</li></ul>
<b>Limits:</b>	
<b>Errors &amp; Omissions:</b>	\$ 1,000,000 per occurrence
<b>Sexual Abuse:</b>	\$ 1,000,000 per <b>claim</b>
<b>Policy Aggregate:</b>	\$ 1,000,000 annual aggregate
<b>Sexual Abuse Retroactive Date:</b>	7/1/2009
<b>Claims Made Policy Definition:</b>	A term describing an insurance policy that covers claims first made (reported or filed) during the year the policy is in force for any incidents that occur that year or during any previous period during which the insured was covered under a "claims-made" contract. This form of coverage is in contrast to the occurrence policy, which covers an incident occurring while the policy is in force regardless of when the claim arising out of that incident is filed—1 or more years later.
<b>Definition of Claim:</b>	Claim means all notices or suits demanding payment of money based on, or arising out the same wrongful act or a series of related wrongful acts by one or more assureds
<b>Extended Reporting Period:</b>	A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the Period of Insurance, and lasts for sixty (60) days.

## BUSINESS AUTO

<b>Coverage Provided by:</b>	California Charter Schools JPA and excess/reinsurance carriers to be determined	
<b>Policy Period:</b>	7/1/2012 to 6/30/2013	
<b>Deductible:</b>	\$ 0	Comprehensive
	\$ 0	Collision
<b>Vehicle Description:</b>	None Reported	
<b>Vehicle Values:</b>	\$ 0	
<b>Limits:</b>		
<b>Bodily Injury and Property Damage:</b>	\$ Not Applicable	per occurrence
<b>Non-Owned Auto Liability:</b>	\$ 1,000,000	per occurrence
<b>Hired Auto Liability:</b>	\$ 1,000,000	per occurrence
<b>Uninsured/Underinsured Motorist:</b>	\$ Not Applicable	per occurrence
<b>Medical Payments:</b>	\$ Not Applicable	per person
	\$ Not Applicable	per occurrence
<b>Exclusions: (including but not limited to)</b>	<ul style="list-style-type: none"><li>• Workers' Compensation</li><li>• Pollution Liability</li><li>• Professional or Organized Racing or Demolition Contest</li></ul>	

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## EXCESS LIABILITY

<b>Coverage Provided by:</b>	Insurance Company of the State of PA and Schools Excess Liability Fund (SELF)
<b>Policy Period:</b>	7/1/2012 to 6/30/2013
<b>Coverage Includes:</b>	Special Excess Liability
<b>Limits:</b>	Layer 1: \$ 4,000,000 per occurrence  Layer 2: \$ 20,000,000 per occurrence
<b>JPA Aggregate Limits:</b>	\$ 24,000,000 annual aggregate
<b>• Public Response:</b>	
o <b>Public Response Costs:</b>	\$ 250,000 Each Crisis Management Event and Aggregate
o <b>Crisis Communications Management:</b>	\$ 50,000 Each Crisis Management Event and Aggregate
<b>Exclusions: (including but not limited to)</b>	<ul style="list-style-type: none"><li>• Violation of Communication and Information Law Exclusion</li><li>• <b>No Fault, UM/UIM Motorist Exclusion</b></li><li>• Economic or Trade Sanctions violations</li><li>• Terrorism Exclusion</li></ul>

## CRIME

<b>Coverage Provided by:</b>	California Charter Schools JPA and excess/reinsurance carriers to be determined
<b>Policy Period:</b>	7/1/2012 to 6/30/2013
<b>Coverage Includes:</b>	<ul style="list-style-type: none"><li>• Theft</li><li>• Disappearance</li><li>• Destruction</li><li>• Burglary</li><li>• Robbery</li><li>• Computer Theft</li></ul>
<b>Deductible:</b>	\$ 0
<b>Exposure Base:</b>	80 Employees
<b>Limits:</b>	
<b>Money and Securities:</b>	\$ 500,000 per occurrence
<b>Forgery or Alteration:</b>	\$ 500,000 per occurrence
<b>Employee Dishonestly:</b>	\$ 1,000,000 per occurrence
<b>Exclusions: (including but not limited to)</b>	<ul style="list-style-type: none"><li>• Surrendering of Property</li><li>• Accounting or Arithmetical Errors or Omissions</li></ul>

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## WORKERS' COMPENSATION

<b>Coverage Provided by:</b>	California Charter Schools JPA and Star Insurance Company
<b>Policy Period:</b>	7/1/2012 to 6/30/2013
<b>Coverage Includes:</b>	<ul style="list-style-type: none"><li>• Workers' Compensation</li><li>• Employers' Liability</li></ul>
<b>Deductible:</b>	\$0
<b>Exposure Base:</b>	\$ 4,588,000 Estimated Payroll
<b>Limits – Workers' Compensation:</b>	Statutory
<b>Limits – Employers' Liability:</b>	<ul style="list-style-type: none"><li>\$ 5,000,000 Bodily Injury Each Accident</li><li>\$ 5,000,000 Bodily Injury by Disease Each Employee</li><li>\$ 5,000,000 Bodily Injury by Disease Policy Limit</li></ul>
<b>Terms &amp; Conditions:</b>	<ul style="list-style-type: none"><li>• New Members Subject to Underwriting Approval</li><li>• Subject to Complete Concentration of Risk Underwriting</li><li>• Subject to Updated Loss Data</li></ul>
<b>Auditable:</b>	The estimated payroll figure will be audited at the end of each coverage period. The CCSJPA will request copies of the 941 Federal Quarterly Reporting Forms on a quarterly basis to verify the payroll figure. If the estimated payroll figure has been over estimated, a refund will be issued. If the estimated payroll figure has been under-estimated, an invoice for the additional amount due will be issued.
<b>Exclusions: (including but not limited to)</b>	<ul style="list-style-type: none"><li>• Escalation Exclusion</li><li>• Owned Aircraft</li></ul>



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# DOMESTIC TERRORISM LIABILITY

## CLAIMS MADE POLICY

<b>Coverage Provided by:</b>	California Charter Schools JPA and Lloyds of London
<b>Policy Period:</b>	7/1/2012 to 6/30/2013
<b>Coverage Includes:</b>	For the purpose of this Insurance, an Act of Terrorism means an act, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in the connection with any organization(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.
<b>Deductible:</b>	\$0
<b>Limits:</b>	\$ 5,000,000 Per Claim/JPA Aggregate
<b>Claims Made Policy:</b>	A term describing an insurance policy that covers claims first made (reported or filed) during the year the policy is in force for any incidents that occur that year or during any previous period during which the insured was covered under a "claims-made" contract. This form of coverage is in contrast to the occurrence policy, which covers an incident occurring while the policy is in force regardless of when the claim arising out of that incident is filed -1 or more years later.
<b>Definition of Claim:</b>	The word "claim", wherever used in this policy, shall mean that part of each written demand received by the Insured for monetary damages covered by the policy, including the service of suit or institution of arbitration proceedings. The term "claim" shall not include a demand for an injunction or any other non-monetary relief.
<b>Exclusions: (including but not limited to)</b>	<ul style="list-style-type: none"><li>• Nuclear/Chemical/Biological/Radiological/Cyber Events</li><li>• Hoax(es) and Threat(s)</li><li>• Warranted No Losses or Threats</li></ul>
<b>Reporting:</b>	Must be reported to Underwriter within 90 day after policy expiration.

---

## STUDENT ACCIDENT

<b>Coverage Provided by:</b>	To be determined
<b>Policy Period:</b>	7/1/2012 to 6/30/2013
<b>Deductible:</b>	\$0
<b>Exposure Base:</b>	850 Student Enrollment
<b>Limits:</b>	\$ 25,000 Aggregate Maximum Limit 52 Week Benefits Period \$ 250,000 Aggregate Limit of Indemnity – Per Location \$ 5,000 Accidental Death & Dismemberment Benefit

**Maximum Accident Medical:** Accident medical benefits are paid for expenses incurred within 52 weeks from the date of injury provided the first doctor's visit occurs within 60 days from the date of injury. Expenses incurred after 52 weeks from the date of injury are not covered, even though the service is a continuing one or one that is necessarily delayed beyond one year from the date of injury.

The company will pay 100% of the Usual and Customary Charges incurred for necessary medical, dental, or hospital care within 52 weeks from the date of injury up to \$25,000 for any one injury.

- Terms & Conditions:**
- Claims are adjusted on the Usual and Customary Basis
  - Coverage is provided on an Excess Basis (Co-insurance is covered at 100%)
  - Optional Around the Clock 24 Hour Accident Medical Coverage will be offered to parents, on a voluntary basis. The parent has 3 benefits levels to choose from. Brochures for distribution will be sent directly to school before new school year.

**Exclusions:  
(including but not limited to)**

- Expenses for treatment on or to teeth
- Services normally provided without charge by you or your employees
- Eyeglasses, hearing aids, and examination for the prescription or fitting thereof
- Suicide, attempted suicide or intentionally self-inflicted injury
- Injury due to participation in riot
- Cosmetic surgery
- Loss resulting from air travel
- Injury or sickness resulting from any declared or undeclared war
- Injury or sickness within the armed forces of any country
- Injury or sickness covered by any workers' compensation or occupational disease law
- Treatment provided in a governmental hospital
- Infections except pyogenic or bacterial infections caused wholly by a covered injury or sickness
- Hernia
- Insured's being intoxicated or under the influence of any narcotic unless administered on the advice of a physician
- Claims occurring while parachuting or hang-gliding
- Injury sustained while traveling in or on any two or three-wheeled motor vehicle operated by a person who does not hold a valid operator's license
- Pre-existing conditions

**Optional Student Accident  
Catastrophic Coverage:**

If interested in obtaining higher limits up to \$5,000,000 with or without sports included, please contact:

Tom Boobar MBA, MS, CSP, REHS  
Area Vice President  
Public Entity & Scholastic Division  
Arthur J. Gallagher Risk Management Services  
Arthur J. Gallagher & Co. Insurance Brokers of  
California, Inc  
15 Enterprise, Suite #200  
Aliso Viejo, CA 92656  
(949) 349-9871 Office  
(949) 349-9971 Fax  
tom\_boobar@ajg.com  
License # 0726293

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## CLAIMS REPORTING

**FOR ALL PROFESSIONAL LIABILITY (*Directors & Officers, Employment Practices Liability, Discrimination/Civil Rights*) including lawsuits, demand letters, regulatory agency notifications, PLEASE REPORT CLAIMS IMMEDIATELY TO:**

**CCS JPA Risk and Claims Manager  
Phone: (855) 394-5939  
Fax: (916) 720-0324  
Email: SueB@CommunityRS.com**

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**FOR ALL OTHER TYPES OF CLAIMS, PLEASE REPORT AS INSTRUCTED BELOW**

### Step 1.

**Employee, student or guest incidents:** First and foremost, show that you care! In emergency situations, notify appropriate emergency response service providers. Communicate with injured employee, student/parents, or guest, and ensure that the injured party has access to prompt and appropriate medical attention.

**Property theft or damage incidents:** Take necessary steps to prevent further damage, if possible. If damage is due to an injury-vehicle accident or criminal act, notify the police right away. Have police take a report and conduct an investigation; gather all materials (bills, receipts, invoices, serial numbers, proof of purchase documentation).

### Step 2:

**All claim types:** Speak with the employee, student, parent(s) of injured student, or guest; or the person involved with damage to the site (property damage or theft/liability) to obtain all necessary information to report the claim accurately.

Use this information to complete the proper form for the type of incident that occurred:

- Employee injury (Workers' Compensation) – Employee Incident Investigation Form; DWC-1 must be provided to injured worker within 24 hours of being notified of the injury
- Liability (Alleged injury to a third party) - Liability Incident Investigation Report form.
- Property loss (buildings, contents, vehicle accident, embezzlement) – Property/Vehicle Loss Incident Investigation Report form
- Student injury (Student Accident Insurance) – Student Accident Investigation Report form

Forms can be accessed from the JPA Webportal ([www.CalCharters.org](http://www.CalCharters.org)), or via the Claim Manager at (855) 394-5939.

**Fax or email the above form(s) along with all other documentation (proof of purchase docs, etc.) directly to 916.720.0324 within one working day.**

**Step 3: Call the reporting hotline 1.877.263.9904** This step will ensure that a claim adjuster is assigned to handle the claim; *it is not required for student injury incidents that did not require professional medical treatment.*

**Step 4:** Once you call the hotline, the JPA receives an electronic first report of incident within minutes. You will be contacted to gather any additional information that may be necessary to process the claim. If you are not able to respond right away, please get back to the JPA within one working day to ensure timely processing of the claim. Workers' Compensation claim handling is tightly regulated and failure to comply with instructions may result in fines and penalties. Witness information is very important to the claim process. Take photographs of property damage and safely store and save evidence of conditions/items that caused an injury until the claim adjuster can view it.

## PROPOSED CARRIER RATINGS AND ADMITTED STATUS

Proposed Carriers	A.M. Best's Rating	Admitted/Non-Admitted
Allied World Assurance Company Ltd	A; XV	Admitted
Argonaut Great Central Insurance Company	A; XII	Admitted
Genesis Insurance Company	A++; XV	Admitted
Insurance Company of the State of PA	A; XV	Admitted
Lexington Insurance Company	A; XV	Non-Admitted
Lloyds of London	A; XV	Non-Admitted
Markel Insurance Company	A; XIII	Admitted
National Union Fire Insurance Company of Pittsburg, PA	A; XV	Admitted
RSUI Indemnity Company	A; XII	Admitted
Scottsdale Insurance Company	A+; XV	Non-Admitted
Selective Insurance Company of America	A; XII	Admitted
Star Insurance Company	A-; IX	Admitted
The Travelers Property Casualty Company of America	A+; XV	Admitted

If the above indicates coverage is placed with a Non-admitted Carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations, which apply to an admitted carrier nor do they participate in any insurance guarantee fund applicable in that state.

### Guide to Best Ratings Rating Levels and Categories

Level	Category	Level	Category	Level	Category
A++, A+	Superior	B, B-	Fair	D	Poor
A, A-	Excellent	C++, C+	Marginal	E	Under Regulatory Supervision
B++, B+	Very Good	C, C-	Weak	F	In Liquidation
				S	Rating Suspended

### Financial Size Categories

(In \$000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)

FSC I	Up to	1,000	FSC IX	250,000	to	500,000	
FSC II	1,000	to	2,000	FSC X	500,000	to	750,000
FSC III	2,000	to	5,000	FSC XI	750,000	to	1,000,000
FSC IV	5,000	to	10,000	FSC XII	1,000,000	to	1,250,000
FSC V	10,000	to	25,000	FSC XIII	1,250,000	to	1,500,000
FSC VI	25,000	to	50,000	FSC XIV	1,500,000	to	2,000,000
FSC VII	50,000	to	100,000	FSC XV	2,000,000	or more	
FSC VIII	100,000	to	250,000				

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

Copies of the Best's Insurance Reports on the insurance companies are available upon your request.

The California Charter School JPA uses A.M. Best & Co.'s rating services to evaluate the financial condition of insurers whose policies we propose to deliver. The rating of the carrier and the year of publication of that rating are indicated. The California Charter Schools JPA makes no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier, which may change.

**IMPORTANT: THIS PROPOSAL IS AN OUTLINE OF THE COVERAGES PROPOSED BY THE INSURERS, BASED ON THE INFORMATION PROVIDED BY YOUR SCHOOL. IT DOES NOT INCLUDE ALL OF THE TERMS, COVERAGES, EXCLUSIONS, LIMITATIONS, AND CONDITIONS OF THE ACTUAL CONTRACT LANGUAGE. THE POLICIES THEMSELVES MUST BE READ FOR THOSE DETAILS. POLICY FORMS FOR YOUR REFERENCE WILL BE MADE AVAILABLE UPON REQUEST.**

#### REVIEW OF CONTRACTS, LEASES & OTHER LEGAL DOCUMENTS

ANY CORRESPONDENCE RELATING TO A REVIEW OF A LEGAL DOCUMENT IS ONLY AN INSURANCE/RISK MANAGEMENT PROSPECTIVE AND **IS NOT LEGAL ADVICE**. WE DO NOT PROVIDE LEGAL ADVICE AS WE ARE NOT QUALIFIED TO DO SO. WE HIGHLY RECOMMEND THAT YOU SEEK THE ADVICE OF LEGAL COUNSEL IN ORDER TO BECOME FULLY APPRISED ON ANY LEGAL IMPLICATIONS RELATED TO THESE ISSUES.

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## **SCHEDULE OF LOCATIONS**

Each of the addresses listed below are covered for all lines of coverage presented in this proposal

Everest Public High School  
455 5th Avenue  
Redwood City, CA 94063

Summit Public Schools  
455 5th Avenue  
Redwood City, CA 94063

Rainer Public High School  
14271 Story Road  
San Jose, CA 95127

Tahoma Public High School  
14271 Story Road  
San Jose, CA 95127

# New Application Budget and Cash Flow Template Instructions

## General Instructions and Notes for New Application Budgets and Cash Flows

- Complete ALL SEVEN tabs in GREEN.
- Enter information into the GRAY cells ONLY. All other cells are locked and should remain locked.
- Cells containing RED triangles in the upper right corner contain guidance on that particular line item.
- All 'Notes' and 'Descriptions of Assumptions' columns are editable. Adding as much detail as possible in these columns is encouraged.

## School Info Tab

- Enter in the Lead Applicant's name, email and phone number.
- In the row 'Year One' select the fiscal year the school will be in it's first operational year.
- In the row 'School Days' enter in the number of days the proposed school will be open for instruction.

## Enrollment Tab

- Enrollment Section; Enter in cells D8 - M20 the anticipated enrollment for the proposed school by grade by year. The first five years are mandatory as those enrollment assumptions will directly impact the five year budget/operational plan.
- Student Population Section; Enter in cells D29 - M60 (gray only) the anticipated percentage of students for each population designation. These percentages entered will automatically generate the number of students anticipated for that designation based on the total enrollment entered.
- Under the Student Population section, certain designations, i.e. Average Daily Membership, contain comments in the cells where the line name exists. These comments are provided for additional guidance.

## Personnel Tab

- Column C; Enter in the position title.
- Column D; Select from the drop down a category for which that position falls into. Categories contained in the dropdown align with the '5 YR Budget', 'Start-Up Budget' and 'Cash Flow' tabs.  
*\*\*PLEASE NOTE\*\* - Before selecting a category be sure to select the '5 YR Budget' tab to see where each category falls under in terms of the Personnel section.*
- Column E; Enter in the starting salary for that given position.
- Column F - J; Enter in the full-time equivalent (FTE) for that particular position for the given year.
- Cells N3 - R3; Enter in the anticipated percentage of salary increases for that given year. The table below row 3 will automatically calculate given the percentage entered, FTE and starting salary indicated.

## Assumptions Tab

- Column C; All line descriptions are locked and are to remain locked except those shaded gray and named 'Custom'. Those lines can be edited by the applicant.
- Column E; Select either option 1 or option 2.  
Option 1; Will generate a total based on a per pupil basis. For example, if an estimation of \$100 per student is desired, select option 1 in column E for that particular line and in column F (shaded green) enter in \$100. If enrollment is 100 students then the total for that line will be \$10,000 in Year 1.  
Option 2; Will generate a total based on the school. For example, if the desired amount for that line is \$25,000 for the year, select option 2 in column E for that particular line and in column F (shaded blue) enter in \$25,000.
- Columns H-L; enter in the percentage increase OR decrease that is anticipated for that particular line from year to year.  
*\*\* PLEASE NOTE\*\* - In the 'Payroll Taxes and Benefits' section; percentages entered will be that of total payroll for that particular year and NOT percentage of increase from year to year.*

## 5 YR Budget Tab

- Nothing needs to be entered into this tab other than assumptions in the 'Descriptions of Assumptions' column, column J. ALL revenues and expenses are automatically calculated based on the 'Enrollment', 'Personnel' and 'Assumptions' tabs.

## Start-Up Budget Tab

- Column D; Enter the revenues and expense the proposed school expects to receive and incur during the start-up period.

## Cash Flow Tab

- Columns D - J; Enter the revenues and expenses the proposed school anticipates receiving and incurring during the start-up phase in the corresponding months. The amounts received and incurred, as a whole, should tie out to the figures entered into the 'Start-Up Budget' tab. As a checks and balances, column K will compare the 'Start-Up Budget' tab versus the total column, column J, of the Cash Flow tab to ensure accuracy.

# New Application Budget and Cash Flow Template Instructions

- Columns N - Y; Enter the revenues and expenses the proposed school anticipates receiving and incurring during YEAR 1 in the corresponding months. The amounts received and incurred, as a whole, should tie out to the figures calculated in the '5 YR Budget' tab, column D. As a checks and balances, column AA will compare the '5 YR Budget' tab, Year 1, versus the total column, column Z, of the Cash Flow tab to ensure accuracy.



# Summit Public School: Olympus

## New Applicaton Budget(s) & Cash Flow(s) Template

Lead Applicant Name: Sarah Satinover  
Contact Email: ssatinover@summitps.org  
Contact Phone: (203) 434-8820

Year One: 2015-16  
School Days: 180

# Summit Public School: Olypus

## ENROLLMENT and STUDENT POPULATION

ENROLLMENT	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
Kindergarten	-	-	-	-	-	-	-	-	-
1st Grade	-	-	-	-	-	-	-	-	-
2nd Grade	-	-	-	-	-	-	-	-	-
3rd Grade	-	-	-	-	-	-	-	-	-
4th Grade	-	-	-	-	-	-	-	-	-
5th Grade	-	-	-	-	-	-	-	-	-
6th Grade	-	-	-	-	-	-	-	-	-
7th Grade	-	-	-	-	-	-	-	-	-
8th Grade	-	-	-	-	-	-	-	-	-
9th Grade	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00
10th Grade	-	110.00	115.00	115.00	115.00	115.00	115.00	115.00	115.00
11th Grade	-	-	105.00	108.00	108.00	108.00	108.00	108.00	108.00
12th Grade	-	-	-	100.00	105.00	105.00	105.00	105.00	105.00
<b>Total Elementary Enrollment</b>	-	-	-	-	-	-	-	-	-
<b>Total Middle School Enrollment</b>	-	-	-	-	-	-	-	-	-
<b>Total High School Enrollment</b>	120.00	230.00	340.00	443.00	448.00	448.00	448.00	448.00	448.00
<b>Total Enrollment</b>	120.00	230.00	340.00	443.00	448.00	448.00	448.00	448.00	448.00
<b>Change in Net Enrollment from Prior Year</b>	120.00	110.00	110.00	103.00	5.00	-	-	-	-

STUDENT POPULATION	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
Average Daily Membership %	100%	100%	100%	100%	100%	100%	100%	100%	100%
<b>Average Daily Membership (ADM)</b>	120.00	230.00	340.00	443.00	448.00	448.00	448.00	448.00	448.00
Average Daily Attendance %	97%	97%	97%	97%	97%	97%	97%	97%	97%
<b>Average Daily Attendance (ADA)</b>	115.80	221.95	328.10	427.50	432.32	432.32	432.32	432.32	432.32
Special Education Students %	13%	13%	13%	13%	13%	13%	13%	13%	13%
<b>Special Education Student Count (SPED)</b>	15.24	29.21	43.18	56.26	56.90	56.90	56.90	56.90	56.90
English Language Learner %	10%	10%	10%	10%	10%	10%	10%	10%	10%
<b>English Language Learner Count (ELL)</b>	12.00	23.00	34.00	44.30	44.80	44.80	44.80	44.80	44.80
% Student Qualifying for Free Lunch	60%	60%	60%	60%	60%	60%	60%	60%	60%
<b>Student Count Qualifying for Free Lunch</b>	72.00	138.00	204.00	265.80	268.80	268.80	268.80	268.80	268.80
% Student Qualifying for Reduced Lunch	10%	10%	10%	10%	10%	10%	10%	10%	10%
<b>Student Count Qualifying for Reduced Lunch</b>	12.00	23.00	34.00	44.30	44.80	44.80	44.80	44.80	44.80
Free and Reduced Lunch Student %	70%	70%	70%	70%	70%	70%	70%	70%	70%
<b>Student Count Qualifying for Free or Reduced Lunch</b>	84.00	161.00	238.00	310.10	313.60	313.60	313.60	313.60	313.60
Learning Assistance Program	70%	70%	70%	70%	70%	70%	70%	70%	70%
<b>Learning Assistance Program Count</b>	84.00	161.00	238.00	310.10	313.60	313.60	313.60	313.60	313.60
Transitional Bilingual	6%	6%	6%	6%	6%	6%	6%	6%	6%
<b>Transitional Bilingual Count</b>	7.20	13.80	20.40	26.58	26.88	26.88	26.88	26.88	26.88
Highly Capable	0%	0%	0%	0%	0%	0%	0%	0%	0%
<b>Highly Capable Count</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Student Transportation	50%	50%	50%	50%	50%	50%	50%	50%	50%
<b>Student Transportation Count</b>	60.00	115.00	170.00	221.50	224.00	224.00	224.00	224.00	224.00



2024-25
-
-
-
-
-
-
-
-
-
120.00
115.00
108.00
105.00

-
-
<b>448.00</b>
<b>448.00</b>
-

100%
<b>448.00</b>
97%
<b>432.32</b>
13%
<b>56.90</b>
10%
<b>44.80</b>
60%
<b>268.80</b>
10%
44.80
70%
<b>313.60</b>
70%
<b>313.60</b>
6%
<b>26.88</b>
0%
<b>0.00</b>
50%
<b>224.00</b>





# Summit Public School: Olympus

## REVENUE AND EXPENSE ASSUMPTIONS

2015-16      2016-17      2017-18      2018-19      2019-20

ASSUMPTION KEY	
1	PER STUDENT
2	PER SCHOOL

Enter the % increase below for which the amount entered in column F should increase each year.

### REVENUE

#### STATE REVENUES

Per Pupil Funding - Basic Education	1	5297
Per Pupil Funding - Special Education	1	5048
Per Pupil Funding - Learning Assistance Program	1	466
Per Pupil Funding - Transitional Bilingual	1	891
Per Pupil Funding - Highly Capable	1	9
Per Pupil Funding - Transportation	1	380
Custom State Funding #1	1	-
Custom State Funding #2	1	-
Custom State Funding #3	1	-

0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%

#### TOTAL STATE REVENUES

#### FEDERAL REVENUES

Free Breakfast Reimbursement	1	1.58
Reduced Breakfast Reimbursement	1	1.28
Paid Breakfast Reimbursement	1	0.28
Free Lunch Reimbursement	1	2.93
Reduced Lunch Reimbursement	1	2.53
Paid Lunch Reimbursement	1	0.28
Snack Reimbursement	1	0.8
Title I	1	400
Title II	1	
Title III	1	175
IDEA Funding	1	1433
CSP	2	-
Custom Federal Funding #1	1	-
Custom Federal Funding #2	1	-
Custom Federal Funding #3	1	-

0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%

#### TOTAL FEDERAL REVENUES

#### LOCAL & OTHER REVENUES

Contributions and Donations	1	0
Fundraising (Rev.)	2	850000
Erate Reimbursement	1	0
Earnings on Investments	1	0
Interest Income	1	0
Food Service (Income from meals)	1	0
Text Book	1	0
Local Levies	1	1229.5
Custom Local & Other Funding #2	1	0
Custom Local & Other Funding #3	1	0

0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	-15.00%	-11.00%	-72.00%	-100.00%
0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%
-100.00%	0.00%	0.00%	100000000.00%	100.00%
0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%

#### TOTAL LOCAL & OTHER REVENUES

#### TOTAL REVENUE

**Summit Public School: Olympus**

**REVENUE AND EXPENSE ASSUMPTIONS**

2015-16      2016-17      2017-18      2018-19      2019-20

ASSUMPTION KEY	
1	PER STUDENT
2	PER SCHOOL

**EXPENSES**

**ADMINISTRATIVE STAFF PERSONNEL COSTS**

Executive Management		
Instructional Management		
Deans, Directors & Coordinators		
CFO / Director of Finance		
Operation / Business Manager		
Administrative Staff		
Other - Administrative		


**TOTAL ADMINISTRATIVE STAFF PERSONNEL COSTS**

**INSTRUCTIONAL PERSONNEL COSTS**

Teachers - Regular		
Teachers - SPED		
Substitute Teachers		
Teaching Assistants		
Specialty Teachers		
Aides		
Therapists & Counselors		
Other - Instructional		


**TOTAL INSTRUCTIONAL PERSONNEL COSTS**

**NON-INSTRUCTIONAL PERSONNEL COSTS**

Nurse		
Librarian		
Custodian		
Security		
Other - Non-Instructional		


**TOTAL NON-INSTRUCTIONAL PERSONNEL COSTS**

**TOTAL PERSONNEL EXPENSES**

**PAYROLL TAXES AND BENEFITS**

Social Security		
Medicare		
State Unemployment		
Worker's Compensation Insurance		
Custom Other Tax #1		
Custom Other Tax #2		
Health Insurance		
Dental Insurance		
Vision Insurance		
Life Insurance		
Retirement Contribution		
Custom Fringe #1		
Custom Fringe #2		

For each line item in the Payroll, Taxes & Benefits section enter the % of Total Payroll that line item should represent.					
6.20%	6.20%	6.20%	6.20%	6.20%	6.20%
1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
1.30%	1.30%	1.30%	1.30%	1.30%	1.30%
1.75%	1.75%	1.75%	1.75%	1.75%	1.75%
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
10.40%	10.90%	11.40%	11.90%	12.40%	12.40%
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
10.39%	10.39%	10.39%	10.39%	10.39%	10.39%
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

**TOTAL PAYROLL TAXES AND BENEFITS**

**TOTAL PERSONNEL, TAX & BENEFIT EXPENSES**

**CONTRACTED SERVICES**

Accounting / Audit	2	-
Legal	2	10,000.00
Management Company Fee	2	220,000.00
Nurse Services	2	-
Food Service / School Lunch	2	-
Payroll Services	2	-
Special Ed Services	1	100.00
Titlement Services (i.e. Title I)	2	-
Custom Contracted Services #3	2	-
Authorizer Oversight	1	212.00
Custom Contracted Services #3	2	-

Enter the % increase below for which the amount entered in column F should increase each year.					
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	-50.00%	0.00%	0.00%	0.00%	0.00%
0.00%	20.00%	20.00%	20.00%	20.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

**TOTAL CONTRACTED SERVICES**

**Summit Public School: Olympus**

**REVENUE AND EXPENSE ASSUMPTIONS**

2015-16      2016-17      2017-18      2018-19      2019-20

ASSUMPTION KEY	
1	PER STUDENT
2	PER SCHOOL

**SCHOOL OPERATIONS**

Board Expenses	2	-
Classroom / Teaching Supplies & Materials	1	15.00
Special Ed Supplies & Materials	2	3,000.00
Textbooks / Workbooks	1	45.00
Supplies & Materials other	2	30,000.00
Equipment / Furniture	2	32,500.00
Telephone	2	20,360.00
Technology	2	155,000.00
Student Testing & Assessment	1	30.00
Field Trips	2	-
Transportation (student)	1	190.00
Student Services - other	2	-
Office Expense	2	25,000.00
Staff Development	2	0
Staff Recruitment	2	2000
Student Recruitment / Marketing	2	10,000.00
School Meals / Lunch	2	84,522.42
Travel (Staff)	2	2,000.00
Fundraising		
Operating Software		
Dues and Memberships		
Athletics		

	2	-
	1	15.00
	2	3,000.00
	1	45.00
	2	30,000.00
	2	32,500.00
	2	20,360.00
	2	155,000.00
	1	30.00
	2	-
	1	190.00
	2	-
	2	25,000.00
	2	0
	2	2000
	2	10,000.00
	2	84,522.42
	2	2,000.00

	0.00%	0.00%	0.00%	0.00%	0.00%
	0.00%	0.00%	0.00%	0.00%	0.00%
	0.00%	50.00%	33.00%	25.00%	0.00%
	0.00%	0.00%	0.00%	0.00%	0.00%
	0.00%	0.00%	0.00%	0.00%	0.00%
	0.00%	0.00%	-50.00%	0.00%	-95.00%
	0.00%	0.00%	0.00%	0.00%	0.00%
	0.00%	-35.00%	15.00%	-8.00%	45.00%
	0.00%	0.00%	0.00%	0.00%	0.00%
	0.00%	0.00%	0.00%	0.00%	0.00%
	0.00%	0.00%	0.00%	0.00%	0.00%
	0.00%	0.00%	0.00%	0.00%	0.00%
	0.00%	0.00%	0.00%	0.00%	0.00%
	0.00%	-50.00%	0.00%	0.00%	0.00%
	0.00%	91.67%	47.83%	30.29%	1.13%
	0.00%	0.00%	0.00%	0.00%	0.00%
	0.00%	0.00%	0.00%	0.00%	0.00%
	0.00%	0.00%	0.00%	0.00%	0.00%
	0.00%	0.00%	0.00%	0.00%	0.00%
	0.00%	100.00%	50.00%	25.00%	0.00%

**Expenses under Other would include:**  
 - Interest  
 - Bank Charges  
 - Bad Debt  
 - Misc. Fees (i.e. Licensing)  
 - Dues & Membership  
 - All Other

**TOTAL SCHOOL OPERATIONS**

**FACILITY OPERATION & MAINTENANCE**

Insurance		
Janitorial Services		
Building and Land Rent / Lease		
Repairs & Maintenance		
Equipment / Furniture		
Security Services		
Utilities		
Custom Facilities Operations #1		
Custom Facilities Operations #2		
Custom Facilities Operations #3		

	1	675
	2	2,500.00
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	0.00%	0.00%	0.00%	0.00%	0.00%
	0.00%	0.00%	0.00%	0.00%	0.00%
	0.00%	0.00%	0.00%	15.00%	0.00%
	0.00%	0.00%	0.00%	0.00%	0.00%
	0.00%	0.00%	0.00%	0.00%	0.00%
	0.00%	0.00%	0.00%	0.00%	0.00%
	0.00%	0.00%	0.00%	0.00%	0.00%
	0.00%	0.00%	0.00%	0.00%	0.00%
	0.00%	0.00%	0.00%	0.00%	0.00%
	0.00%	0.00%	0.00%	0.00%	0.00%

**Expenses under Other would include:**  
 - Interest  
 - Bank Charges  
 - Bad Debt  
 - Misc. Fees (i.e. Licensing)  
 - Dues & Membership  
 - All Other

**TOTAL FACILITY OPERATION & MAINTENANCE**

**RESERVES / CONTINGENCY**

**TOTAL EXPENSES**

**NET OPERATING INCOME (before Depreciation)**

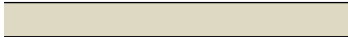
**DEPRECIATION & AMORTIZATION**

	2	0
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	0.00%	0.00%	0.00%	0.00%	0.00%
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**NET OPERATING INCOME (including Depreciation)**





**NOTES**

96 5% based on historical averages at CA schools  
revenue cap of 12.7%  
based on demographics of local high schools  
based on demographics of local high schools  
expenses

Source: k12.wa.us website

\$400/eligible student  
Unclear on funding eligibility. Assumed zero  
Based on Tacoma rate of \$175/ student  
Could go as high as \$1800

\$100K

year.)



**NOTES**

Executive Director. See personnel tab  
All salaries assume a 2% increase per year for raises.

Assistant Director(s). See personnel tab  
Office Manager. See personnel tab

Increased 2% per year  
Increased 2% per year

FTE's (i.e four .25FTE in place of one 1.0 FTE)

Funded at 6.2%  
Funded at 1.45%  
Funded at 2% of first \$39K wages/ employee  
Funded at 1.75%

(roughly 7% health care rate increase).

10.39% for TRS or comparable retirement plan

Audit fees are included in the SPS service fee  
Misc school-specific legal expenses.  
SPS Regional Office and Central Office service fee for

Payroll fees are included in the SPS service fee  
In addition to three Resource Specialists on payroll. Ba

Assume the maximum payment of 4% of Base Grant



**NOTES**

Misc lab supplies \$15 per student  
Misc materials to support Special Ed program including  
Curriculum licenses at \$45/student  
Middlebury (foreign language) and Reading Plus licens  
Classroom and office furnishings for a Next Generation  
Telephone and internet service. (Already accounts for  
Student and faculty technology and infrastructure to sup  
Expenses for MAP and EPAS. Other assessment relate

Assumes that all transportation revenue is spent on tra

Copier (\$8K), office supplies (\$10K), paper (\$2K) and r  
Staff development is included in the SPS Services Fee  
Fingerprinting, CPR, etc. Recruiting expenses are cove  
For website development, collateral, recruiting events  
Based on our experiences with the same vendor, assur  
Misc conferences, based on historical numbers  
Fundraising expenses included in the SPS Services Fe  
Licenses and software to run student information syste  
Misc dues and memberships  
Athletic Director contract, league fees, uniforms etc. Ba

Per quoted rate. Also includes student liability  
Per quoted rate  
9% of revenue per student per discussions with PCSD.  
Misc small repairs  
Classroom and office furnishings for a Next Generation

Included in rent line item above

For cash stability, we target a Fund Balance of 3  
months of operating expenses or \$950K by year 7



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**Summit Public School: Olympus**  
**PROJECTED BUDGET / OPERATING PLAN FOR INITIAL CHARTER PERIOD**

<b>SUMMARY</b>					
<b>Total Revenue</b>	1,772,992	2,491,568	3,258,169	4,132,095	4,547,469
<b>Total Expenses</b>	1,602,457	2,417,391	3,191,007	4,058,033	4,216,967
<b>Net Income</b>	170,535	74,178	67,162	74,061	330,502
<b>Revenue Per Pupil</b>	14,775	10,833	9,583	9,328	10,151
<b>Expenses Per Pupil</b>	13,354	10,510	9,385	9,160	9,413

YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
2015-16	2016-17	2017-18	2018-19	2019-20

<b>REVENUE</b>					
<b>STATE REVENUES</b>					
Per Pupil Funding - Basic Education	635,640	1,218,310	1,800,980	2,346,571	2,373,056
Per Pupil Funding - Special Education	76,932	147,452	217,973	284,006	287,211
Per Pupil Funding - Learning Assistance Program	39,144	75,026	110,908	144,507	146,138
Per Pupil Funding - Transitional Bilingual	6,415	12,296	18,176	23,683	23,950
Per Pupil Funding - Highly Capable	-	-	-	-	-
Per Pupil Funding - Transportation	22,800	43,700	64,600	84,170	85,120
Custom State Funding #1	-	-	-	-	-
Custom State Funding #2	-	-	-	-	-
Custom State Funding #3	-	-	-	-	-
<b>TOTAL STATE REVENUES</b>	<b>\$780,931</b>	<b>\$1,496,784</b>	<b>\$2,212,637</b>	<b>\$2,882,936</b>	<b>\$2,915,475</b>
<b>FEDERAL REVENUES</b>					
Free Breakfast Reimbursement	19,760	37,874	55,987	72,948	73,771
Reduced Breakfast Reimbursement	2,668	5,114	7,559	9,849	9,961
Paid Breakfast Reimbursement	1,751	3,356	4,961	6,464	6,537
Free Lunch Reimbursement	36,644	70,234	103,824	135,277	136,803
Reduced Lunch Reimbursement	5,274	10,108	14,942	19,468	19,688
Paid Lunch Reimbursement	1,751	3,356	4,961	6,464	6,537
Snack Reimbursement	16,675	31,961	47,246	61,559	62,254
Title I	33,600	64,400	95,200	124,040	125,440
Title II	-	-	-	-	-
Title III	2,100	4,025	5,950	7,753	7,840
DEA Funding	21,839	41,858	61,877	80,622	81,532
CSP	-	-	-	-	-
Custom Federal Funding #1	-	-	-	-	-
Custom Federal Funding #2	-	-	-	-	-
Custom Federal Funding #3	-	-	-	-	-
<b>TOTAL FEDERAL REVENUES</b>	<b>\$142,061</b>	<b>\$272,284</b>	<b>\$402,507</b>	<b>\$524,443</b>	<b>\$530,362</b>
<b>LOCAL &amp; OTHER REVENUES</b>					
Contributions and Donations	-	-	-	-	-
Fundraising (Rev.)	850,000	722,500	643,025	180,047	-
Erate Reimbursement	-	-	-	-	-
Earnings on Investments	-	-	-	-	-
Interest Income	-	-	-	-	-
Food Service (Income from meals)	-	-	-	-	-
Text Book	-	-	-	-	-
Local Levies	0	0	0	544,669	1,101,632
Custom Local & Other Funding #2	-	-	-	-	-
Custom Local & Other Funding #3	-	-	-	-	-
<b>TOTAL LOCAL &amp; OTHER REVENUES</b>	<b>\$850,000</b>	<b>\$722,500</b>	<b>\$643,025</b>	<b>\$724,716</b>	<b>\$1,101,632</b>
<b>TOTAL REVENUE</b>	<b>\$1,772,992</b>	<b>\$2,491,568</b>	<b>\$3,258,169</b>	<b>\$4,132,095</b>	<b>\$4,547,469</b>

**Summit Public School: Olympus**  
**PROJECTED BUDGET / OPERATING PLAN FOR INITIAL CHARTER PERIOD**

<b>SUMMARY</b>					
<b>Total Revenue</b>	1,772,992	2,491,568	3,258,169	4,132,095	4,547,469
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<b>Net Income</b>	170,535	74,178	67,162	74,061	330,502
<b>Revenue Per Pupil</b>	14,775	10,833	9,583	9,328	10,151
<b>Expenses Per Pupil</b>	13,354	10,510	9,385	9,160	9,413

YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
2015-16	2016-17	2017-18	2018-19	2019-20

**EXPENSES**

**ADMINISTRATIVE STAFF PERSONNEL COSTS**

Executive Management	110,000	111,925	113,884	115,877	117,904
Instructional Management	-	-	-	-	-
Deans, Directors & Coordinators	-	-	-	-	-
CFO / Director of Finance	-	-	-	-	-
Operation / Business Manager	-	-	-	-	-
Administrative Staff	-	84,500	85,979	171,983	174,993
Other - Administrative	55,000	55,963	56,942	57,938	58,952
<b>TOTAL ADMINISTRATIVE STAFF PERSONNEL COSTS</b>	<b>\$165,000</b>	<b>\$252,388</b>	<b>\$256,804</b>	<b>\$345,798</b>	<b>\$351,850</b>

**INSTRUCTIONAL PERSONNEL COSTS**

Teachers - Regular	238,000	480,165	726,568	977,283	994,385
Teachers - SPED	59,500	60,541	121,101	123,220	184,876
Substitute Teachers	-	-	-	-	-
Teaching Assistants	-	-	-	-	-
Specialty Teachers	119,000	240,083	303,784	368,600	375,051
Aides	-	-	-	-	-
Therapists & Counselors	-	-	-	-	-
Other - Instructional	-	-	-	-	-
<b>TOTAL INSTRUCTIONAL PERSONNEL COSTS</b>	<b>\$416,500</b>	<b>\$780,789</b>	<b>\$1,151,453</b>	<b>\$1,469,103</b>	<b>\$1,554,312</b>

**NON-INSTRUCTIONAL PERSONNEL COSTS**

Nurse	-	-	-	-	-
Librarian	-	-	-	-	-
Custodian	-	-	-	-	-
Security	-	-	-	-	-
Other - Non-Instructional	-	-	-	-	-
<b>TOTAL NON-INSTRUCTIONAL PERSONNEL COSTS</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>

**TOTAL PERSONNEL EXPENSES**

	<b>\$581,500</b>	<b>\$1,033,176</b>	<b>\$1,408,257</b>	<b>\$1,814,901</b>	<b>\$1,906,162</b>
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**PAYROLL TAXES AND BENEFITS**

Social Security	36,053	64,057	87,312	112,524	118,182
Medicare	8,432	14,981	20,420	26,316	27,639
State Unemployment	7,560	13,431	18,307	23,594	24,780
Worker's Compensation Insurance	10,176	18,081	24,644	31,761	33,358
Custom Other Tax #1	-	-	-	-	-
Custom Other Tax #2	-	-	-	-	-
Health Insurance	60,476	112,616	160,541	215,973	236,364
Dental Insurance	-	-	-	-	-
Vision Insurance	-	-	-	-	-
Life Insurance	-	-	-	-	-
Retirement Contribution	60,418	107,347	146,318	188,568	198,050
Custom Fringe #1	-	-	-	-	-
Custom Fringe #2	-	-	-	-	-
<b>TOTAL PAYROLL TAXES AND BENEFITS</b>	<b>\$183,114</b>	<b>\$330,513</b>	<b>\$457,543</b>	<b>\$598,736</b>	<b>\$638,374</b>

**TOTAL PERSONNEL, TAX & BENEFIT EXPENSES**

	<b>\$764,614</b>	<b>\$1,363,689</b>	<b>\$1,865,799</b>	<b>\$2,413,637</b>	<b>\$2,544,536</b>
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**CONTRACTED SERVICES**

Accounting / Audit	-	-	-	-	-
Legal	10,000	5,000	5,000	5,000	5,000
Management Company Fee	220,000	264,000	316,800	380,160	380,160
Nurse Services	-	-	-	-	-
Food Service / School Lunch	-	-	-	-	-
Payroll Services	-	-	-	-	-
Special Ed Services	12,000	23,000	34,000	44,300	44,800
Titlement Services (i.e. Title I)	-	-	-	-	-
Custom Contracted Services #3	-	-	-	-	-
Authorizer Oversight	25,440	48,760	72,080	93,916	94,976
Custom Contracted Services #3	-	-	-	-	-
<b>TOTAL CONTRACTED SERVICES</b>	<b>\$267,440</b>	<b>\$340,760</b>	<b>\$427,880</b>	<b>\$523,376</b>	<b>\$524,936</b>



**Summit Public School: Olympus**  
**PROJECTED BUDGET / OPERATING PLAN FOR INITIAL CHARTER PERIOD**

<b>SUMMARY</b>					
<b>Total Revenue</b>	1,772,992	2,491,568	3,258,169	4,132,095	4,547,469
<b>Total Expenses</b>	1,602,457	2,417,391	3,191,007	4,058,033	4,216,967
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<b>Revenue Per Pupil</b>	14,775	10,833	9,583	9,328	10,151
<b>Expenses Per Pupil</b>	13,354	10,510	9,385	9,160	9,413

YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
2015-16	2016-17	2017-18	2018-19	2019-20

**SCHOOL OPERATIONS**

Board Expenses	-	-	-	-	-
Classroom / Teaching Supplies & Materials	1,800	3,450	5,100	6,645	6,720
Special Ed Supplies & Materials	3,000	4,500	5,985	7,481	7,481
Textbooks / Workbooks	5,400	10,350	15,300	19,935	20,160
Supplies & Materials other	30,000	30,000	30,000	30,000	30,000
Equipment / Furniture	32,500	32,500	16,250	16,250	812
Telephone	20,360	20,360	20,360	20,360	20,360
Technology	155,000	100,750	115,863	106,594	154,561
Student Testing & Assessment	3,600	6,900	10,200	13,290	13,440
Field Trips	-	-	-	-	-
Transportation (student)	22,800	43,700	64,600	84,170	85,120
Student Services - other	-	-	-	-	-
Office Expense	25,000	25,000	25,000	25,000	25,000
Staff Development	-	-	-	-	-
Staff Recruitment	2,000	2,000	2,000	2,000	2,000
Student Recruitment / Marketing	10,000	5,000	5,000	5,000	5,000
School Meals / Lunch	84,522	162,001	239,480	312,029	315,550
Travel (Staff)	2,000	2,000	2,000	2,000	2,000
Fundraising	-	-	-	-	-
Operating Software	3,600	6,900	10,200	13,290	13,440
Dues and Memberships	2,500	2,500	2,500	2,500	2,500
Athletics	5,000	10,000	15,000	18,750	18,750

**TOTAL SCHOOL OPERATIONS** **\$409,082** **\$467,911** **\$584,838** **\$685,293** **\$722,895**

**FACILITY OPERATION & MAINTENANCE**

Insurance	10,320	19,780	29,240	38,098	38,528
Janitorial Services	35,000	35,000	35,000	35,000	35,000
Building and Land Rent / Lease	81,000	155,250	229,500	343,879	347,760
Repairs & Maintenance	2,500	2,500	2,500	2,500	2,500
Equipment / Furniture	32,500	32,500	16,250	16,250	812
Security Services	-	-	-	-	-
Utilities	-	-	-	-	-
Custom Facilities Operations #1	-	-	-	-	-
Custom Facilities Operations #2	-	-	-	-	-
Custom Facilities Operations #3	-	-	-	-	-

**TOTAL FACILITY OPERATION & MAINTENANCE** **\$161,320** **\$245,030** **\$312,490** **\$435,727** **\$424,601**

**RESERVES / CONTINGENCY**

- - - - -

**TOTAL EXPENSES** **\$1,602,457** **\$2,417,391** **\$3,191,007** **\$4,058,033** **\$4,216,967**

**NET OPERATING INCOME (before Depreciation)** **\$170,535** **\$74,178** **\$67,162** **\$74,061** **\$330,502**

**DEPRECIATION & AMORTIZATION**

- - - - -

**NET OPERATING INCOME (including Depreciation)** **\$170,535** **\$74,178** **\$67,162** **\$74,061** **\$330,502**

**D**

**Description of Assumptions**

historical averages at CA schools  
WA State Charter Commission rate. Assumed revenue cap of 12.7%  
demographics of local high schools  
demographics of local high schools

transportation. Put in equivalent expenses

student  
Unclear on funding eligibility. Assumed zero  
Based on Tacoma rate of \$175/ student  
as \$1800

raise the remaining \$100K

(50% received in first year.)

**D**

**Description of Assumptions**

Executive Director. See personnel tab  
All salaries assume a 2% increase per year for raises.

Assistant Director(s). See personnel tab  
Office Manager. See personnel tab

per year  
per year

of one 1.0 FTÉ)

Funded at 6.2%  
Funded at 1.45%  
Funded at 2% of first \$39K wages/ employee  
Funded at 1.75%

rate increase).

10.39% for TRS or comparable retirement plan

Audit fees are included in the SPS service fee  
Misc school-specific legal expenses.  
SPS Regional Office and Central Office service fee for Technology, HI

(ADD BACK)  
Payroll fees are included in the SPS service fee  
In addition to three Resource Specialists on payroll. Based on average

Assume the maximum payment of 4% of Base Grant

**D**

**Description of Assumptions**

Misc lab supplies \$15 per student  
Misc materials to support Special Ed program including additional micro  
Curriculum licenses at \$45/student  
Middlebury (foreign language) and Reading Plus licenses  
Classroom and office furnishings for a Next Generation Learning space  
Telephone and internet service. (Already accounts for state reimburse  
Student and faculty technology and infrastructure to support 1:1 device  
Expenses for MAP and EPAS. Other assessment related costs in Oper

Assumes that all transportation revenue is spent on transportation (ne

Copier (\$8K), office supplies (\$10K), paper (\$2K) and postage (\$5K)  
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Fingerprinting, CPR, etc. Recruiting expenses are covered in SPS Ser  
For website development, collateral, recruiting events and advertisem  
Based on our experiences with the same vendor, assumption that lun  
Misc conferences, based on historical numbers  
Fundraising expenses included in the SPS Services Fee  
Licenses and software to run student information system, lunch, colleg  
Misc dues and memberships  
Athletic Director contract, league fees, uniforms etc. Based on historic

Per quoted rate. Also includes student liability  
Per quoted rate  
9% of revenue per student per discussions with PCSD. Includes all uti  
Misc small repairs  
Classroom and office furnishings for a Next Generation Learning spac  
Included in rent line item above

expenses or \$950K by year 7

**Summit Public School: Olympus**  
**PROJECTED START-UP BUDGET / OPERATING PLAN**  
**FOR INITIAL CHARTER PERIOD**

Description of Assumptions

<b>SUMMARY</b>	
<b>Total Revenue</b>	304,428
<b>Total Expenses</b>	262,675
<b>Net Income</b>	41,754
<b>Revenue Per Pupil</b>	
<b>Expenses Per Pupil</b>	

Start-Up Period
--------------------

**REVENUE**

<b>STATE REVENUES</b>	
Per Pupil Funding - Basic Education	-
Per Pupil Funding - Special Education	-
Per Pupil Funding - Learning Assistance Program	-
Per Pupil Funding - Transitional Bilingual	-
Per Pupil Funding - Highly Capable	-
Per Pupil Funding - Transportation	-
Custom State Funding #1	-
Custom State Funding #2	-
Custom State Funding #3	-
<b>TOTAL STATE REVENUES</b>	<b>\$-</b>
<b>FEDERAL REVENUES</b>	
Free Breakfast Reimbursement	-
Reduced Breakfast Reimbursement	-
Paid Breakfast Reimbursement	-
Free Lunch Reimbursement	-
Reduced Lunch Reimbursement	-
Paid Lunch Reimbursement	-
Snack Reimbursement	-
Title I	-
Title II	-
Title III	-
IDEA Funding	-
CSP	-
Custom Federal Funding #1	-
Custom Federal Funding #2	-
Custom Federal Funding #3	-
<b>TOTAL FEDERAL REVENUES</b>	<b>\$-</b>
<b>LOCAL &amp; OTHER REVENUES</b>	
Contributions and Donations	-
Fundraising (Rev.)	304,428
Erate Reimbursement	-
Earnings on Investments	-
Interest Income	-
Food Service (Income from meals)	-
Text Book	-
Local Levies	-
Custom Local & Other Funding #2	-
Custom Local & Other Funding #3	-
<b>TOTAL LOCAL &amp; OTHER REVENUES</b>	<b>\$304,428</b>
<b>TOTAL REVENUE</b>	<b>\$304,428</b>

**Summit Public School: Olympus**  
**PROJECTED START-UP BUDGET / OPERATING PLAN**  
**FOR INITIAL CHARTER PERIOD**

SUMMARY	
Total Revenue	304,428
Total Expenses	262,675
Net Income	41,754
Revenue Per Pupil	
Expenses Per Pupil	

Description of Assumptions

Start-Up Period
--------------------

**EXPENSES**

**ADMINISTRATIVE STAFF PERSONNEL COSTS**

Executive Management	92,500
Instructional Management	-
Deans, Directors & Coordinators	-
CFO / Director of Finance	-
Operation / Business Manager	-
Administrative Staff	-
Other - Administrative	-

Base salary for Year 0 Executive Director. To be hired 07/01/14

**TOTAL ADMINISTRATIVE STAFF PERSONNEL COSTS** **\$92,500**

**INSTRUCTIONAL PERSONNEL COSTS**

Teachers - Regular	-
Teachers - SPED	-
Substitute Teachers	-
Teaching Assistants	-
Specialty Teachers	-
Aides	-
Therapists & Counselors	-
Other - Instructional	-

**TOTAL INSTRUCTIONAL PERSONNEL COSTS** **\$-**

**NON-INSTRUCTIONAL PERSONNEL COSTS**

Nurse	-
Librarian	-
Custodian	-
Security	-
Other - Non-Instructional	-

**TOTAL NON-INSTRUCTIONAL PERSONNEL COSTS** **\$-**

**TOTAL PERSONNEL EXPENSES** **\$92,500**

**PAYROLL TAXES AND BENEFITS**

Social Security	5,781
Medicare	13,413
State Unemployment	780
Worker's Compensation Insurance	1,619
Custom Other Tax #1	-
Custom Other Tax #2	-
Health Insurance	9,620
Dental Insurance	-
Vision Insurance	-
Life Insurance	-
Retirement Contribution	962
Custom Fringe #1	-
Custom Fringe #2	-

Funded at 6.2%  
 Funded at 1.45%  
 Funded at 2% of first \$39K wages/ employee  
 Funded at 1.75%

10.4% of salary

10.39% for TRS or comparable retirement plan

**TOTAL PAYROLL TAXES AND BENEFITS** **\$32,175**

**TOTAL PERSONNEL, TAX & BENEFIT EXPENSES** **\$124,675**

**CONTRACTED SERVICES**

Accounting / Audit	-
Legal	10,000
Management Company Fee	100,000
Nurse Services	-
Food Service / School Lunch	-
Payroll Services	-
Special Ed Services	-
Titlement Services (i.e. Title I)	-
Custom Contracted Services #3	-
Authorizer Oversight	-
Custom Contracted Services #3	-

Misc. school-specific start-up costs  
 To SPS Regional and Central Office for start-up development including budg

**Summit Public School: Olympus**  
**PROJECTED START-UP BUDGET / OPERATING PLAN**  
**FOR INITIAL CHARTER PERIOD**

SUMMARY	
Total Revenue	304,428
Total Expenses	262,675
Net Income	41,754
Revenue Per Pupil	
Expenses Per Pupil	

Description of Assumptions

Start-Up Period
--------------------

TOTAL CONTRACTED SERVICES	<b>\$110,000</b>
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**Summit Public School: Olympus**  
**PROJECTED START-UP BUDGET / OPERATING PLAN**  
**FOR INITIAL CHARTER PERIOD**

SUMMARY	
Total Revenue	304,428
Total Expenses	262,675
Net Income	41,754
Revenue Per Pupil	
Expenses Per Pupil	

Description of Assumptions

Start-Up Period
--------------------

**SCHOOL OPERATIONS**

Board Expenses	-	
Classroom / Teaching Supplies & Materials	-	
Special Ed Supplies & Materials	-	
Textbooks / Workbooks	-	
Supplies & Materials other	-	
Equipment / Furniture	-	
Telephone	-	
Technology	3,000	Computer , video conferencing hardware, basic software
Student Testing & Assessment	-	
Field Trips	-	
Transportation (student)	-	
Student Services - other	-	
Office Expense	3,000	Start-up office supplies
Staff Development	-	
Staff Recruitment	2,000	Fingerprinting, CPR etc. Recruiting and hiring fees included in SPS Service F
Student Recruitment / Marketing	15,000	For website development, collateral, recruiting events and advertisements
School Meals / Lunch	-	
Travel (Staff)	5,000	Professional development within WA and in CA
Fundraising	-	
Operating Software	-	
Dues and Memberships	-	
Athletics	-	
<b>TOTAL SCHOOL OPERATIONS</b>	<b>\$28,000</b>	

**FACILITY OPERATION & MAINTENANCE**

Insurance	-
Janitorial Services	-
Building and Land Rent / Lease	-
Repairs & Maintenance	-
Equipment / Furniture	-
Security Services	-
Utilities	-
Custom Facilities Operations #1	-
Custom Facilities Operations #2	-
Custom Facilities Operations #3	-

**TOTAL FACILITY OPERATION & MAINTENANCE**

\$-

**RESERVES / CONTINGENCY**

-

**TOTAL EXPENSES** \$262,675

**NET OPERATING INCOME (before Depreciation)** \$41,754

**DEPRECIATION & AMORTIZATION** -

**NET OPERATING INCOME (including Depreciation)** \$41,754



**Summit Public School: Olympus**  
**PROJECTED START-UP BUDGET / OPERATING PLAN FOR INITIAL CHARTER PERIOD**

SUMMARY							
<b>Total Revenue</b>	304,428	-	-	-	-	-	304,428
<b>Total Expenses</b>	98,134	12,508	12,508	13,508	12,508	113,508	262,674
<b>Net Income</b>	206,294	(12,508)	(12,508)	(13,508)	(12,508)	(113,508)	41,754
<b>Cash Flow Adjustments</b>	-	-	-	-	-	-	220,920
<b>Beginning Cash Balance</b>	-	206,294	193,786	181,278	167,770	155,262	41,754
<b>Net Income</b>	206,294	193,786	181,278	167,770	155,262	41,754	304,428

CHECK vs. Budget  
(Must Be Zero)

(1)  
1

January	February	March	April	May	June	TOTAL
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**REVENUE**

**STATE REVENUES**

Per Pupil Funding - Basic Education	-	-	-	-	-	-	-
Per Pupil Funding - Special Education	-	-	-	-	-	-	-
Per Pupil Funding - Learning Assistance Program	-	-	-	-	-	-	-
Per Pupil Funding - Transitional Bilingual	-	-	-	-	-	-	-
Per Pupil Funding - Highly Capable	-	-	-	-	-	-	-
Per Pupil Funding - Transportation	-	-	-	-	-	-	-
Custom State Funding #1	-	-	-	-	-	-	-
Custom State Funding #2	-	-	-	-	-	-	-
Custom State Funding #3	-	-	-	-	-	-	-
<b>TOTAL STATE REVENUES</b>	\$-	\$-	\$-	\$-	\$-	\$-	\$-

**FEDERAL REVENUES**

Free Breakfast Reimbursement	-	-	-	-	-	-	-
Reduced Breakfast Reimbursement	-	-	-	-	-	-	-
Paid Breakfast Reimbursement	-	-	-	-	-	-	-
Free Lunch Reimbursement	-	-	-	-	-	-	-
Reduced Lunch Reimbursement	-	-	-	-	-	-	-
Paid Lunch Reimbursement	-	-	-	-	-	-	-
Snack Reimbursement	-	-	-	-	-	-	-
Title I	-	-	-	-	-	-	-
Title II	-	-	-	-	-	-	-
Title III	-	-	-	-	-	-	-
IDEA Funding	-	-	-	-	-	-	-
CSP	-	-	-	-	-	-	-
Custom Federal Funding #1	-	-	-	-	-	-	-
Custom Federal Funding #2	-	-	-	-	-	-	-
Custom Federal Funding #3	-	-	-	-	-	-	-
<b>TOTAL FEDERAL REVENUES</b>	\$-	\$-	\$-	\$-	\$-	\$-	\$-

**LOCAL & OTHER REVENUES**

Contributions and Donations	-	-	-	-	-	-	-
Fundraising (Rev.)	304,428	-	-	-	-	-	304,428
Erate Reimbursement	-	-	-	-	-	-	-
Earnings on Investments	-	-	-	-	-	-	-
Interest Income	-	-	-	-	-	-	-
Food Service (Income from meals)	-	-	-	-	-	-	-
Text Book	-	-	-	-	-	-	-
Local Levies	-	-	-	-	-	-	-
Custom Local & Other Funding #2	-	-	-	-	-	-	-
Custom Local & Other Funding #3	-	-	-	-	-	-	-
<b>TOTAL LOCAL &amp; OTHER REVENUES</b>	\$304,428	\$-	\$-	\$-	\$-	\$-	\$304,428
<b>TOTAL REVENUE</b>	\$304,428	\$-	\$-	\$-	\$-	\$-	\$304,428

**Summit Public School: Olympus**  
**PROJECTED START-UP BUDGET / OPERATING PLAN FOR INITIAL CHARTER PERIOD**

SUMMARY							
Total Revenue	304,428	-	-	-	-	-	304,428
Total Expenses	98,134	12,508	12,508	13,508	12,508	113,508	262,674
Net Income	206,294	(12,508)	(12,508)	(13,508)	(12,508)	(113,508)	41,754
Cash Flow Adjustments	-	-	-	-	-	-	220,920
Beginning Cash Balance	-	206,294	193,786	181,278	167,770	155,262	41,754
Net Income	206,294	193,786	181,278	167,770	155,262	41,754	304,428

CHECK vs. Budget  
(Must Be Zero)

(1)  
1

January	February	March	April	May	June	TOTAL
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**EXPENSES**

**ADMINISTRATIVE STAFF PERSONNEL COSTS**

Executive Management	53,958	7,708	7,708	7,708	7,708	7,708	92,500
Instructional Management	-	-	-	-	-	-	-
Deans, Directors & Coordinators	-	-	-	-	-	-	-
CFO / Director of Finance	-	-	-	-	-	-	-
Operation / Business Manager	-	-	-	-	-	-	-
Administrative Staff	-	-	-	-	-	-	-
Other - Administrative	-	-	-	-	-	-	-
<b>TOTAL ADMINISTRATIVE STAFF PERSONNEL COSTS</b>	<b>\$53,958</b>	<b>\$7,708</b>	<b>\$7,708</b>	<b>\$7,708</b>	<b>\$7,708</b>	<b>\$7,708</b>	<b>\$92,500</b>

**INSTRUCTIONAL PERSONNEL COSTS**

Teachers - Regular	-	-	-	-	-	-	-
Teachers - SPED	-	-	-	-	-	-	-
Substitute Teachers	-	-	-	-	-	-	-
Teaching Assistants	-	-	-	-	-	-	-
Specialty Teachers	-	-	-	-	-	-	-
Aides	-	-	-	-	-	-	-
Therapists & Counselors	-	-	-	-	-	-	-
Other - Instructional	-	-	-	-	-	-	-
<b>TOTAL INSTRUCTIONAL PERSONNEL COSTS</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>

**NON-INSTRUCTIONAL PERSONNEL COSTS**

Nurse	-	-	-	-	-	-	-
Librarian	-	-	-	-	-	-	-
Custodian	-	-	-	-	-	-	-
Security	-	-	-	-	-	-	-
Other - Non-Instructional	-	-	-	-	-	-	-
<b>TOTAL NON-INSTRUCTIONAL PERSONNEL COSTS</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>

**TOTAL PERSONNEL EXPENSES**

<b>TOTAL PERSONNEL EXPENSES</b>	<b>\$53,958</b>	<b>\$7,708</b>	<b>\$7,708</b>	<b>\$7,708</b>	<b>\$7,708</b>	<b>\$7,708</b>	<b>\$92,500</b>
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**PAYROLL TAXES AND BENEFITS**

Social Security	3,372	482	482	482	482	482	5,781
Medicare	7,823	1,118	1,118	1,118	1,118	1,118	13,412
State Unemployment	780	-	-	-	-	-	780
Worker's Compensation Insurance	944	135	135	135	135	135	1,619
Custom Other Tax #1	-	-	-	-	-	-	-
Custom Other Tax #2	-	-	-	-	-	-	-
Health Insurance	5,612	802	802	802	802	802	9,620
Dental Insurance	-	-	-	-	-	-	-
Vision Insurance	-	-	-	-	-	-	-
Life Insurance	-	-	-	-	-	-	-
Retirement Contribution	561	80	80	80	80	80	962
Custom Fringe #1	-	-	-	-	-	-	-
Custom Fringe #2	-	-	-	-	-	-	-
<b>TOTAL PAYROLL TAXES AND BENEFITS</b>	<b>\$19,093</b>	<b>\$2,616</b>	<b>\$2,616</b>	<b>\$2,616</b>	<b>\$2,616</b>	<b>\$2,616</b>	<b>\$32,174</b>

**TOTAL PERSONNEL, TAX & BENEFIT EXPENSES**

<b>TOTAL PERSONNEL, TAX &amp; BENEFIT EXPENSES</b>	<b>\$73,051</b>	<b>\$10,325</b>	<b>\$10,325</b>	<b>\$10,325</b>	<b>\$10,325</b>	<b>\$10,325</b>	<b>\$124,674</b>
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**CONTRACTED SERVICES**

Accounting / Audit	-	-	-	-	-	-	-
Legal	5,000	1,000	1,000	1,000	1,000	1,000	10,000
Management Company Fee	-	-	-	-	-	100,000	100,000
Nurse Services	-	-	-	-	-	-	-
Food Service / School Lunch	-	-	-	-	-	-	-
Payroll Services	-	-	-	-	-	-	-
Special Ed Services	-	-	-	-	-	-	-
Titement Services (i.e. Title I)	-	-	-	-	-	-	-
Custom Contracted Services #3	-	-	-	-	-	-	-
Authorizer Oversight	-	-	-	-	-	-	-
Custom Contracted Services #3	-	-	-	-	-	-	-
<b>TOTAL CONTRACTED SERVICES</b>	<b>\$5,000</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$101,000</b>	<b>\$110,000</b>

**Summit Public School: Olympus**  
**PROJECTED START-UP BUDGET / OPERATING PLAN FOR INITIAL CHARTER PERIOD**

SUMMARY								CHECK vs. Budget (Must Be Zero)
	January	February	March	April	May	June	TOTAL	
<b>Total Revenue</b>	304,428	-	-	-	-	-	304,428	-
<b>Total Expenses</b>	98,134	12,508	12,508	13,508	12,508	113,508	262,674	(1)
<b>Net Income</b>	206,294	(12,508)	(12,508)	(13,508)	(12,508)	(113,508)	41,754	1
<b>Cash Flow Adjustments</b>	-	-	-	-	-	-	220,920	
<b>Beginning Cash Balance</b>	-	206,294	193,786	181,278	167,770	155,262	41,754	
<b>Net Income</b>	206,294	193,786	181,278	167,770	155,262	41,754	304,428	
<b>SCHOOL OPERATIONS</b>								
Board Expenses	-	-	-	-	-	-	-	-
Classroom / Teaching Supplies & Materials	-	-	-	-	-	-	-	-
Special Ed Supplies & Materials	-	-	-	-	-	-	-	-
Textbooks / Workbooks	-	-	-	-	-	-	-	-
Supplies & Materials other	-	-	-	-	-	-	-	-
Equipment / Furniture	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-
Technology	3,000	-	-	-	-	-	3,000	-
Student Testing & Assessment	-	-	-	-	-	-	-	-
Field Trips	-	-	-	-	-	-	-	-
Transportation (student)	-	-	-	-	-	-	-	-
Student Services - other	-	-	-	-	-	-	-	-
Office Expense	1,750	250	250	250	250	250	3,000	-
Staff Development	-	-	-	-	-	-	-	-
Staff Recruitment	333	333	333	333	333	333	2,000	-
Student Recruitment / Marketing	12,000	600	600	600	600	600	15,000	-
School Meals / Lunch	-	-	-	-	-	-	-	-
Travel (Staff)	3,000	-	-	1,000	-	1,000	5,000	-
Fundraising	-	-	-	-	-	-	-	-
Operating Software	-	-	-	-	-	-	-	-
Dues and Memberships	-	-	-	-	-	-	-	-
Athletics	-	-	-	-	-	-	-	-
<b>TOTAL SCHOOL OPERATIONS</b>	<b>\$20,083</b>	<b>\$1,183</b>	<b>\$1,183</b>	<b>\$2,183</b>	<b>\$1,183</b>	<b>\$2,183</b>	<b>\$28,000</b>	-
<b>FACILITY OPERATION &amp; MAINTENANCE</b>								
Insurance	-	-	-	-	-	-	-	-
Janitorial Services	-	-	-	-	-	-	-	-
Building and Land Rent / Lease	-	-	-	-	-	-	-	-
Repairs & Maintenance	-	-	-	-	-	-	-	-
Equipment / Furniture	-	-	-	-	-	-	-	-
Security Services	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-
Custom Facilities Operations #1	-	-	-	-	-	-	-	-
Custom Facilities Operations #2	-	-	-	-	-	-	-	-
Custom Facilities Operations #3	-	-	-	-	-	-	-	-
<b>TOTAL FACILITY OPERATION &amp; MAINTENANCE</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	-
<b>RESERVES / CONTINGENCY</b>								
	-	-	-	-	-	-	-	-
<b>TOTAL EXPENSES</b>	<b>\$98,134</b>	<b>\$12,508</b>	<b>\$12,508</b>	<b>\$13,508</b>	<b>\$12,508</b>	<b>\$113,508</b>	<b>\$262,674</b>	(1)
<b>NET OPERATING INCOME (before Depreciation)</b>	<b>\$206,294</b>	<b>\$(12,508)</b>	<b>\$(12,508)</b>	<b>\$(13,508)</b>	<b>\$(12,508)</b>	<b>\$(113,508)</b>	<b>\$41,754</b>	1
<b>DEPRECIATION &amp; AMORTIZATION</b>	-	-	-	-	-	-	-	-
<b>NET OPERATING INCOME (including Depreciation)</b>	<b>\$206,294</b>	<b>\$(12,508)</b>	<b>\$(12,508)</b>	<b>\$(13,508)</b>	<b>\$(12,508)</b>	<b>\$(113,508)</b>	<b>\$41,754</b>	1

<b>SUMMARY</b>
<b>Total Revenue</b>
<b>Total Expenses</b>
<b>Net Income</b>
<b>Cash Flow Adjustments</b>
<b>Beginning Cash Balance</b>
<b>Net Income</b>

**Description of Assumptions**

<b>REVENUE</b>
<b>STATE REVENUES</b>
Per Pupil Funding - Basic Education
Per Pupil Funding - Special Education
Per Pupil Funding - Learning Assistance Program
Per Pupil Funding - Transitional Bilingual
Per Pupil Funding - Highly Capable
Per Pupil Funding - Transportation
Custom State Funding #1
Custom State Funding #2
Custom State Funding #3
<b>TOTAL STATE REVENUES</b>
<b>FEDERAL REVENUES</b>
Free Breakfast Reimbursement
Reduced Breakfast Reimbursement
Paid Breakfast Reimbursement
Free Lunch Reimbursement
Reduced Lunch Reimbursement
Paid Lunch Reimbursement
Snack Reimbursement
Title I
Title II
Title III
DEA Funding
CSP
Custom Federal Funding #1
Custom Federal Funding #2
Custom Federal Funding #3
<b>TOTAL FEDERAL REVENUES</b>
<b>LOCAL &amp; OTHER REVENUES</b>
Contributions and Donations
Fundraising (Rev.)
Erate Reimbursement
Earnings on Investments
Interest Income
Food Service (Income from meals)
Text Book
Local Levies
Custom Local & Other Funding #2
Custom Local & Other Funding #3
<b>TOTAL LOCAL &amp; OTHER REVENUES</b>
<b>TOTAL REVENUE</b>

committed by Dec 1, 2014

SUMMARY
<b>Total Revenue</b>
<b>Total Expenses</b>
<b>Net Income</b>
<b>Cash Flow Adjustments</b>
<b>Beginning Cash Balance</b>
<b>Net Income</b>

**Description of Assumptions**

EXPENSES
----------

**ADMINISTRATIVE STAFF PERSONNEL COSTS**

- Executive Management
- Instructional Management
- Deans, Directors & Coordinators
- CFO / Director of Finance
- Operation / Business Manager
- Administrative Staff
- Other - Administrative

2014 is included in January column

**TOTAL ADMINISTRATIVE STAFF PERSONNEL COSTS**

**INSTRUCTIONAL PERSONNEL COSTS**

- Teachers - Regular
- Teachers - SPED
- Substitute Teachers
- Teaching Assistants
- Specialty Teachers
- Aides
- Therapists & Counselors
- Other - Instructional

**TOTAL INSTRUCTIONAL PERSONNEL COSTS**

**NON-INSTRUCTIONAL PERSONNEL COSTS**

- Nurse
- Librarian
- Custodian
- Security
- Other - Non-Instructional

**TOTAL NON-INSTRUCTIONAL PERSONNEL COSTS**

**TOTAL PERSONNEL EXPENSES**

**PAYROLL TAXES AND BENEFITS**

- Social Security
- Medicare
- State Unemployment
- Worker's Compensation Insurance
- Custom Other Tax #1
- Custom Other Tax #2
- Health Insurance
- Dental Insurance
- Vision Insurance
- Life Insurance
- Retirement Contribution
- Custom Fringe #1
- Custom Fringe #2

See note regarding salary

**TOTAL PAYROLL TAXES AND BENEFITS**

**TOTAL PERSONNEL, TAX & BENEFIT EXPENSES**

**CONTRACTED SERVICES**

- Accounting / Audit
- Legal
- Management Company Fee
- Nurse Services
- Food Service / School Lunch
- Payroll Services
- Special Ed Services
- Titlement Services (i.e. Title I)
- Custom Contracted Services #3
- Authorizer Oversight
- Custom Contracted Services #3

**TOTAL CONTRACTED SERVICES**

SUMMARY
<b>Total Revenue</b>
<b>Total Expenses</b>
<b>Net Income</b>
<b>Cash Flow Adjustments</b>
<b>Beginning Cash Balance</b>
<b>Net Income</b>

**Description of Assumptions**

**SCHOOL OPERATIONS**

- Board Expenses
- Classroom / Teaching Supplies & Materials
- Special Ed Supplies & Materials
- Textbooks / Workbooks
- Supplies & Materials other
- Equipment / Furniture
- Telephone
- Technology Purchase in July when Director starts
- Student Testing & Assessment
- Field Trips
- Transportation (student)
- Student Services - other
- Office Expense
- Staff Development
- Staff Recruitment
- Student Recruitment / Marketing advertisements
- School Meals / Lunch
- Travel (Staff) Initial trip to CA in Aug 14.
- Fundraising
- Operating Software
- Dues and Memberships
- Athletics

**TOTAL SCHOOL OPERATIONS**

**FACILITY OPERATION & MAINTENANCE**

- Insurance
- Janitorial Services
- Building and Land Rent / Lease
- Repairs & Maintenance
- Equipment / Furniture
- Security Services
- Utilities
- Custom Facilities Operations #1
- Custom Facilities Operations #2
- Custom Facilities Operations #3

**TOTAL FACILITY OPERATION & MAINTENANCE**

**RESERVES / CONTINGENCY**

**TOTAL EXPENSES**

**NET OPERATING INCOME (before Depreciation)**

**DEPRECIATION & AMORTIZATION**

**NET OPERATING INCOME (including Depreciation)**

**Summit Public School: Olympus**  
**YEAR ONE PROJECTED BUDGET / OPERATING PLAN FOR INITIAL C**

<b>SUMMARY</b>											
<b>Total Revenue</b>	850,000	-	70,284	70,284	51,403	78,736	87,661	83,104	83,104	92,029	54,073
<b>Total Expenses</b>	113,639	193,462	201,546	145,813	114,146	114,146	117,546	114,146	114,146	114,146	114,146
<b>Net Income</b>	736,361	(193,462)	(131,262)	(75,529)	(62,743)	(35,410)	(29,885)	(31,042)	(31,042)	(22,117)	(60,073)
<b>Cash Flow Adjustments</b>	(262,674)	-	-	-	-	-	-	-	-	-	-
<b>Beginning Cash Balance</b>	304,428	778,115	584,653	453,390	377,861	315,119	279,709	249,824	218,782	187,739	165,622
<b>Net Income</b>	778,115	584,653	453,390	377,861	315,119	279,709	249,824	218,782	187,739	165,622	105,549

July	August	September	October	November	December	January	February	March	April	May
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**REVENUE**

<b>STATE REVENUES</b>											
Per Pupil Funding - Basic Education			57,208	57,208	34,960	57,208	57,208	57,208	57,208	57,208	34,960
Per Pupil Funding - Special Education	-	-	6,924	6,924	4,231	6,924	6,924	6,924	6,924	6,924	4,231
Per Pupil Funding - Learning Assistance Program	-	-	3,523	3,523	2,153	3,523	3,523	3,523	3,523	3,523	2,153
Per Pupil Funding - Transitional Bilingual	-	-	577	577	353	577	577	577	577	577	353
Per Pupil Funding - Highly Capable	-	-	-	-	-	-	-	-	-	-	-
Per Pupil Funding - Transportation	-	-	2,052	2,052	1,254	2,052	2,052	2,052	2,052	2,052	1,254
Custom State Funding #1	-	-	-	-	-	-	-	-	-	-	-
Custom State Funding #2	-	-	-	-	-	-	-	-	-	-	-
Custom State Funding #3	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL STATE REVENUES</b>	<b>\$-</b>	<b>\$-</b>	<b>\$70,284</b>	<b>\$70,284</b>	<b>\$42,951</b>	<b>\$70,284</b>	<b>\$70,284</b>	<b>\$70,284</b>	<b>\$70,284</b>	<b>\$70,284</b>	<b>\$42,951</b>

<b>FEDERAL REVENUES</b>											
Free Breakfast Reimbursement	-	-	-	-	1,976	1,976	1,976	1,976	1,976	1,976	1,976
Reduced Breakfast Reimbursement	-	-	-	-	267	267	267	267	267	267	267
Paid Breakfast Reimbursement	-	-	-	-	175	175	175	175	175	175	175
Free Lunch Reimbursement	-	-	-	-	3,664	3,664	3,664	3,664	3,664	3,664	3,664
Reduced Lunch Reimbursement	-	-	-	-	527	527	527	527	527	527	527
Paid Lunch Reimbursement	-	-	-	-	175	175	175	175	175	175	175
Snack Reimbursement	-	-	-	-	1,668	1,668	1,668	1,668	1,668	1,668	1,668
Title I	-	-	-	-	-	-	8,400	-	-	8,400	-
Title II	-	-	-	-	-	-	-	-	-	-	-
Title III	-	-	-	-	-	-	525	-	-	525	-
DEA Funding	-	-	-	-	-	-	-	4,368	4,368	4,368	2,669.20
CSP	-	-	-	-	-	-	-	-	-	-	-
Custom Federal Funding #1	-	-	-	-	-	-	-	-	-	-	-
Custom Federal Funding #2	-	-	-	-	-	-	-	-	-	-	-
Custom Federal Funding #3	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL FEDERAL REVENUES</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$8,452</b>	<b>\$8,452</b>	<b>\$17,377</b>	<b>\$12,820</b>	<b>\$12,820</b>	<b>\$21,745</b>	<b>\$11,121</b>

<b>LOCAL &amp; OTHER REVENUES</b>											
Contributions and Donations	-	-	-	-	-	-	-	-	-	-	-
Fundraising (Rev.)	850,000	-	-	-	-	-	-	-	-	-	-
Erate Reimbursement	-	-	-	-	-	-	-	-	-	-	-
Earnings on Investments	-	-	-	-	-	-	-	-	-	-	-
Interest Income	-	-	-	-	-	-	-	-	-	-	-
Food Service (Income from meals)	-	-	-	-	-	-	-	-	-	-	-
Text Book	-	-	-	-	-	-	-	-	-	-	-
Local Levies	-	-	-	-	-	-	-	-	-	-	-
Custom Local & Other Funding #2	-	-	-	-	-	-	-	-	-	-	-
Custom Local & Other Funding #3	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL LOCAL &amp; OTHER REVENUES</b>	<b>\$850,000</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>
<b>TOTAL REVENUE</b>	<b>\$850,000</b>	<b>\$-</b>	<b>\$70,284</b>	<b>\$70,284</b>	<b>\$51,403</b>	<b>\$78,736</b>	<b>\$87,661</b>	<b>\$83,104</b>	<b>\$83,104</b>	<b>\$92,029</b>	<b>\$54,073</b>





**Summit Public School: Olympus**  
**YEAR ONE PROJECTED BUDGET / OPERATING PLAN FOR INITIAL C**

SUMMARY											
<b>Total Revenue</b>	850,000	-	70,284	70,284	51,403	78,736	87,661	83,104	83,104	92,029	54,073
<b>Total Expenses</b>	113,639	193,462	201,546	145,813	114,146	114,146	117,546	114,146	114,146	114,146	114,146
<b>Net Income</b>	736,361	(193,462)	(131,262)	(75,529)	(62,743)	(35,410)	(29,885)	(31,042)	(31,042)	(22,117)	(60,073)
<b>Cash Flow Adjustments</b>	(262,674)	-	-	-	-	-	-	-	-	-	-
<b>Beginning Cash Balance</b>	304,428	778,115	584,653	453,390	377,861	315,119	279,709	249,824	218,782	187,739	165,622
<b>Net Income</b>	778,115	584,653	453,390	377,861	315,119	279,709	249,824	218,782	187,739	165,622	105,549

July	August	September	October	November	December	January	February	March	April	May
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**SCHOOL OPERATIONS**

Board Expenses	-	-	-	-	-	-	-	-	-	-	-
Classroom / Teaching Supplies & Materials	-	600	600	-	-	-	600	-	-	-	-
Special Ed Supplies & Materials	-	1,000	1,000	-	-	-	1,000	-	-	-	-
Textbooks / Workbooks	-	1,800	1,800	-	-	-	1,800	-	-	-	-
Supplies & Materials other	-	10,000	10,000	10,000	-	-	-	-	-	-	-
Equipment / Furniture	-	10,833	10,833	10,833	-	-	-	-	-	-	-
Telephone	1,696.67	1,696.67	1,696.67	1,696.67	1,696.67	1,696.67	1,696.67	1,696.67	1,696.67	1,696.67	1,696.67
Technology	51,667	51,667	51,667	-	-	-	-	-	-	-	-
Student Testing & Assessment	-	-	360	360	360	360	360	360	360	360	360
Field Trips	-	-	-	-	-	-	-	-	-	-	-
Transportation (student)	-	-	2,280	2,280	2,280	2,280	2,280	2,280	2,280	2,280	2,280
Student Services - other	-	-	-	-	-	-	-	-	-	-	-
Office Expense	2,083.33	2,083.33	2,083.33	2,083.33	2,083.33	2,083.33	2,083.33	2,083.33	2,083.33	2,083.33	2,083.33
Staff Development	-	-	-	-	-	-	-	-	-	-	-
Staff Recruitment	-	-	200	200	200	200	200	200	200	200	200
Student Recruitment / Marketing	-	-	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
School Meals / Lunch	7,043.54	7,043.54	7,043.54	7,043.54	7,043.54	7,043.54	7,043.54	7,043.54	7,043.54	7,043.54	7,043.54
Travel (Staff)	667	667	667	-	-	-	-	-	-	-	-
Fundraising	-	-	-	-	-	-	-	-	-	-	-
Operating Software	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00
Dues and Memberships	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33
Athletics	-	-	500	500	500	500	500	500	500	500	500
<b>TOTAL SCHOOL OPERATIONS</b>	<b>\$63,665</b>	<b>\$87,899</b>	<b>\$92,239</b>	<b>\$36,505</b>	<b>\$15,672</b>	<b>\$15,672</b>	<b>\$19,072</b>	<b>\$15,672</b>	<b>\$15,672</b>	<b>\$15,672</b>	<b>\$15,672</b>

**FACILITY OPERATION & MAINTENANCE**

Insurance	860.00	860.00	860.00	860.00	860.00	860.00	860.00	860.00	860.00	860.00	860.00
Janitorial Services	2,916.67	2,916.67	2,916.67	2,916.67	2,916.67	2,916.67	2,916.67	2,916.67	2,916.67	2,916.67	2,916.67
Building and Land Rent / Lease	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00
Repairs & Maintenance	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33
Equipment / Furniture	-	10,833	10,833	10,833	-	-	-	-	-	-	-
Security Services	-	-	-	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-
Custom Facilities Operations #1	-	-	-	-	-	-	-	-	-	-	-
Custom Facilities Operations #2	-	-	-	-	-	-	-	-	-	-	-
Custom Facilities Operations #3	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL FACILITY OPERATION &amp; MAINTENANCE</b>	<b>\$10,735</b>	<b>\$21,568</b>	<b>\$21,568</b>	<b>\$21,568</b>	<b>\$10,735</b>	<b>\$10,735</b>	<b>\$10,735</b>	<b>\$10,735</b>	<b>\$10,735</b>	<b>\$10,735</b>	<b>\$10,735</b>

**RESERVES / CONTINGENCY**

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**TOTAL EXPENSES**

	<b>\$113,639</b>	<b>\$193,462</b>	<b>\$201,546</b>	<b>\$145,813</b>	<b>\$114,146</b>	<b>\$114,146</b>	<b>\$117,546</b>	<b>\$114,146</b>	<b>\$114,146</b>	<b>\$114,146</b>	<b>\$114,146</b>
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**NET OPERATING INCOME (before Depreciation)**

	<b>\$736,361</b>	<b>\$(193,462)</b>	<b>\$(131,262)</b>	<b>\$(75,529)</b>	<b>\$(62,743)</b>	<b>\$(35,410)</b>	<b>\$(29,885)</b>	<b>\$(31,042)</b>	<b>\$(31,042)</b>	<b>\$(22,117)</b>	<b>\$(60,073)</b>
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**DEPRECIATION & AMORTIZATION**

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**NET OPERATING INCOME (including Depreciation)**

	<b>\$736,361</b>	<b>\$(193,462)</b>	<b>\$(131,262)</b>	<b>\$(75,529)</b>	<b>\$(62,743)</b>	<b>\$(35,410)</b>	<b>\$(29,885)</b>	<b>\$(31,042)</b>	<b>\$(31,042)</b>	<b>\$(22,117)</b>	<b>\$(60,073)</b>
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**CHARTER PERIOD**

<b>SUMMARY</b>				CHECK vs. Budget (Must Be Zero)	Description of Assumptions
<b>Total Revenue</b>	58,220	1,578,897		(194,095)	
<b>Total Expenses</b>	114,146	1,571,028		(31,428)	
<b>Net Income</b>	(55,926)	7,869		(162,667)	
<b>Cash Flow Adjustments</b>	-	1,563,160			the beginning cash formula
<b>Beginning Cash Balance</b>	105,549	49,623			
<b>Net Income</b>	49,623	1,620,651			
	June	TOTAL			
<b>REVENUE</b>					
<b>STATE REVENUES</b>					
Per Pupil Funding - Basic Education	38,138	508,512		(127,128)	10% received in August
Per Pupil Funding - Special Education	4,616	61,545		(15,386)	10% received in August
Per Pupil Funding - Learning Assistance Program	2,349	31,315		(7,829)	10% received in August
Per Pupil Funding - Transitional Bilingual	385	5,132		(1,283)	10% received in August
Per Pupil Funding - Highly Capable	-	-		-	
Per Pupil Funding - Transportation	1,368	18,240		(4,560)	10% received in August
Custom State Funding #1	-	-		-	
Custom State Funding #2	-	-		-	
Custom State Funding #3	-	-		-	
<b>TOTAL STATE REVENUES</b>	<b>\$46,856</b>	<b>\$624,745</b>		(156,186)	
<b>FEDERAL REVENUES</b>					
Free Breakfast Reimbursement	1,976	15,808		(3,952)	Monthly payments, two months delayed
Reduced Breakfast Reimbursement	267	2,134		(534)	
Paid Breakfast Reimbursement	175	1,401		(350)	
Free Lunch Reimbursement	3,664	29,315		(7,329)	
Reduced Lunch Reimbursement	527	4,219		(1,055)	
Paid Lunch Reimbursement	175	1,401		(350)	
Snack Reimbursement	1,668	13,340		(3,335)	
Title I	-	16,800		(16,800)	Quarterly starting in Jan
Title II	-	-		-	
Title III	-	1,050		(1,050)	Quarterly starting in Jan
DEA Funding	2,911.86	18,684		(3,155)	Per CA schedule
CSP	-	-		-	
Custom Federal Funding #1	-	-		-	
Custom Federal Funding #2	-	-		-	
Custom Federal Funding #3	-	-		-	
<b>TOTAL FEDERAL REVENUES</b>	<b>\$11,364</b>	<b>\$104,152</b>		(37,909)	
<b>LOCAL &amp; OTHER REVENUES</b>					
Contributions and Donations	-	-		-	
Fundraising (Rev.)	-	850,000		-	July 1 2015
Erate Reimbursement	-	-		-	
Earnings on Investments	-	-		-	
Interest Income	-	-		-	
Food Service (Income from meals)	-	-		-	
Text Book	-	-		-	
Local Levies	-	-		(0)	
Custom Local & Other Funding #2	-	-		-	
Custom Local & Other Funding #3	-	-		-	
<b>TOTAL LOCAL &amp; OTHER REVENUES</b>	<b>\$-</b>	<b>\$850,000</b>		(0)	
<b>TOTAL REVENUE</b>	<b>\$58,220</b>	<b>\$1,578,897</b>		(194,095)	

**CHARTER PERIOD**

<b>SUMMARY</b>		CHECK vs. Budget (Must Be Zero)		Description of Assumptions
<b>Total Revenue</b>	58,220	1,578,897	(194,095)	
<b>Total Expenses</b>	114,146	1,571,028	(31,428)	
<b>Net Income</b>	(55,926)	7,869	(162,667)	
<b>Cash Flow Adjustments</b>	-	1,563,160		the beginning cash formula
<b>Beginning Cash Balance</b>	105,549	49,623		
<b>Net Income</b>	49,623	1,620,651		
	June	TOTAL		
<b>EXPENSES</b>				
<b>ADMINISTRATIVE STAFF PERSONNEL COSTS</b>				
Executive Management	9,166.67	110,000	-	Paid over 12 months
Instructional Management	-	-	-	
Deans, Directors & Coordinators	-	-	-	
CFO / Director of Finance	-	-	-	
Operation / Business Manager	-	-	-	
Administrative Staff	-	-	-	
Other - Administrative	4,583.33	55,000	-	Paid over 12 months
<b>TOTAL ADMINISTRATIVE STAFF PERSONNEL COSTS</b>	<b>\$13,750</b>	<b>\$165,000</b>	-	
<b>INSTRUCTIONAL PERSONNEL COSTS</b>				
Teachers - Regular	21,636.36	238,000	-	Paid over 11 months
Teachers - SPED	5,409.09	59,500	-	Paid over 11 months
Substitute Teachers	-	-	-	
Teaching Assistants	-	-	-	
Specialty Teachers	10,818.18	119,000	-	Paid over 11 months
Aides	-	-	-	
Therapists & Counselors	-	-	-	
Other - Instructional	-	-	-	
<b>TOTAL INSTRUCTIONAL PERSONNEL COSTS</b>	<b>\$37,864</b>	<b>\$416,500</b>	-	
<b>NON-INSTRUCTIONAL PERSONNEL COSTS</b>				
Nurse	-	-	-	
Librarian	-	-	-	
Custodian	-	-	-	
Security	-	-	-	
Other - Non-Instructional	-	-	-	
<b>TOTAL NON-INSTRUCTIONAL PERSONNEL COSTS</b>	<b>\$-</b>	<b>\$-</b>	-	
<b>TOTAL PERSONNEL EXPENSES</b>	<b>\$51,614</b>	<b>\$581,500</b>	-	
<b>PAYROLL TAXES AND BENEFITS</b>				
Social Security	3,200	36,053	-	Calculated on monthly payroll
Medicare	748	8,432	-	Calculated on monthly payroll
State Unemployment	629.96	7,560	-	Calculated on monthly payroll
Worker's Compensation Insurance	848.02	10,176	-	Calculated on monthly payroll
Custom Other Tax #1	-	-	-	
Custom Other Tax #2	-	-	-	
Health Insurance	5,039.67	60,476	-	Paid over 12 months
Dental Insurance	-	-	-	
Vision Insurance	-	-	-	
Life Insurance	-	-	-	
Retirement Contribution	5,368	60,418	0	Paid over 12 months
Custom Fringe #1	-	-	-	
Custom Fringe #2	-	-	-	
<b>TOTAL PAYROLL TAXES AND BENEFITS</b>	<b>\$15,834</b>	<b>\$183,115</b>	0	
<b>TOTAL PERSONNEL, TAX &amp; BENEFIT EXPENSES</b>	<b>\$67,448</b>	<b>\$764,615</b>	0	
<b>CONTRACTED SERVICES</b>				
Accounting / Audit	-	-	-	
Legal	833.33	10,000	-	
Management Company Fee	15,714.29	188,571	(31,429)	received (July)
Nurse Services	-	-	-	
Food Service / School Lunch	-	-	-	
Payroll Services	-	-	-	
Special Ed Services	1,200	12,000	-	10 month contract
Titlement Services (i.e. Title I)	-	-	-	
Custom Contracted Services #3	-	-	-	
Authorizer Oversight	2,544	25,440	-	
Custom Contracted Services #3	-	-	-	
<b>TOTAL CONTRACTED SERVICES</b>	<b>\$20,292</b>	<b>\$236,011</b>	(31,429)	

**CHARTER PERIOD**

SUMMARY				CHECK vs. Budget (Must Be Zero)	Description of Assumptions
<b>Total Revenue</b>	58,220	1,578,897		(194,095)	
<b>Total Expenses</b>	114,146	1,571,028		(31,428)	
<b>Net Income</b>	(55,926)	7,869		(162,667)	
<b>Cash Flow Adjustments</b>	-	1,563,160			the beginning cash formula
<b>Beginning Cash Balance</b>	105,549	49,623			
<b>Net Income</b>	49,623	1,620,651			
	June	TOTAL			
<b>SCHOOL OPERATIONS</b>					
Board Expenses	-	-	-	-	
Classroom / Teaching Supplies & Materials	-	1,800	-	-	Front loaded expenses
Special Ed Supplies & Materials	-	3,000	-	-	Front loaded expenses
Textbooks / Workbooks	-	5,400	-	-	Front loaded expenses
Supplies & Materials other	-	30,000	-	-	Front loaded expenses
Equipment / Furniture	-	32,500	-	-	Front loaded expenses
Telephone	1,696 67	20,360	-	-	
Technology	-	155,000	-	-	Front loaded expenses
Student Testing & Assessment	360	3,600	-	-	
Field Trips	-	-	-	-	
Transportation (student)	2,280	22,800	-	-	
Student Services - other	-	-	-	-	
Office Expense	2,083 33	25,000	-	-	
Staff Development	-	-	-	-	
Staff Recruitment	200	2,000	-	-	
Student Recruitment / Marketing	1,000	10,000	-	-	
School Meals / Lunch	7,043 54	84,522	-	-	
Travel (Staff)	-	2,000	-	-	Front loaded expenses
Fundraising	-	-	-	-	
Operating Software	300 00	3,600	-	-	
Dues and Memberships	208 33	2,500	-	-	
Athletics	500	5,000	-	-	
<b>TOTAL SCHOOL OPERATIONS</b>	<b>\$15,672</b>	<b>\$409,082</b>	-	-	
<b>FACILITY OPERATION &amp; MAINTENANCE</b>					
Insurance	860 00	10,320	-	-	
Janitorial Services	2,916 67	35,000	-	-	
Building and Land Rent / Lease	6,750 00	81,000	-	-	
Repairs & Maintenance	208 33	2,500	-	-	
Equipment / Furniture	-	32,500	-	-	Front loaded expenses
Security Services	-	-	-	-	
Utilities	-	-	-	-	
Custom Facilities Operations #1	-	-	-	-	
Custom Facilities Operations #2	-	-	-	-	
Custom Facilities Operations #3	-	-	-	-	
<b>TOTAL FACILITY OPERATION &amp; MAINTENANCE</b>	<b>\$10,735</b>	<b>\$161,320</b>	-	-	
<b>RESERVES / CONTINGENCY</b>	-	-	-	-	
<b>TOTAL EXPENSES</b>	<b>\$114,146</b>	<b>\$1,571,028</b>		(31,428)	
<b>NET OPERATING INCOME (before Depreciation)</b>	<b>\$(55,926)</b>	<b>\$7,869</b>		(162,667)	
<b>DEPRECIATION &amp; AMORTIZATION</b>	-	-		-	
<b>NET OPERATING INCOME (including Depreciation)</b>	<b>\$(55,926)</b>	<b>\$7,869</b>		(162,667)	



Summit Public School: Olympus  
Attachment 24  
Budget Narrative  
Proof of Funds

## Summit Public School: Olympus Budget Narrative

*Summit Public Schools currently operates six high-performing college prep schools, Summit Preparatory Charter High School (Summit Prep) (opened 2003), Everest Public High School (opened 2008), Summit Public School: Rainier (opened 2011), Summit Public School: Tahoma (opened 2011) Summit Public School: Shasta (opened 2013) and Summit Public School: Denali (opened 2013).*

*Our projections for Summit Public School: Olympus (Summit Olympus) are based on our 10 years of experience starting and running schools. While we do have significant experience creating budget forecast and managing the financials for high-performing charter high schools, we recognize that we will need a certain amount of flexibility as we enter a new market. These financials are only projections. We will work closely with the authorizer to update our projections as the work of opening and operating schools begins.*

### **Enrollment:**

Summit Olympus will open with 120 students in grade nine and add one grade level per year until full capacity at 448\* students in year 5. Our enrollment projections are:

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Enrollment</b>						
9th grade		120	120	120	120	120
10th grade			110	115	115	115
11th grade				105	108	108
12th grade					100	105
<b>Total</b>	<b>0</b>	<b>120</b>	<b>230</b>	<b>340</b>	<b>443</b>	<b>448</b>

\*The year 5 projections reflect our steady-state enrollment. Based on experience, we expect increased attrition in the earlier years.

The school anticipates the demographics of the charter school at capacity will be similar to that of the district. Our assumptions include:

- 70% of students will qualify for free or reduced lunch
- 6% of the students will be considered Transitional Bilingual Learners
- 12.7% of students will be special education students
- 50% of students will need student transportation

### **Key Revenue Sources:**

#### State and Federal Funding:

The budget has been built on the rates provided by the State Commission. These are:

Per Pupil Funding - Basic Education	5,297.00
Per Pupil Funding - Special Education	5,048.00
Per Pupil Funding - Learning Assistance Program	466.00
Per Pupil Funding - Transitional Bilingual	891.00
Per Pupil Funding - Highly Capable	9.00
Per Pupil Funding - Transportation	380.00

We have also included local levies of \$2,459/student. We assumed that the levy will be passed in Feb 2018 with the first distribution in May 2019. We also assumed that only 50% (one payment) will be received in first year.

Start-up Development Grant:

Summit will provide a \$2.7M start-up grant to the school over the 5 years of operation. The start-up funding allows us to open with only one grade and slowly build the school culture one grade level at a time, and ensure that every child is qualified and prepared for college. It also ensures that the school will have a healthy reserve once it reaches sustainability. While the startup grant is unrestricted and is not tied to any specific expenses, it primarily covers the administration, facility, technology and supply costs during the school’s growth phase.

The timeline for the Summit Start-up Development Grant for Summit Olympus is:

Year 0	Year 1	Year 2	Year 3	Year 4
304,428	850,000	722,500	643,025	180,047

\$2.5M of start-up funding for Summit Olympus has already been committed by the Bill and Melinda Gates Foundation. Additionally, a California donor has donated \$100K in Dec 2013 to support the Year 0 launch. This leaves only \$100K for SPS to raise by 2018/19. We are confident that we will be able to raise these funds.

Start-up funding will be received by the WA Regional Office and distributed to the school as needed for cash flow purposes. The start-up grant may be shifted from one year to another year as needed by the school.

## Key Expenses

### Staffing Plan:

To ensure the highest level of attention to our students, Summit Olympus will maintain a low student-faculty ratio. The staffing plans are based on actual staffing at our CA schools.

<b>Staffing Projections</b>	Year 1	Year 2	Year 3	Year 4	Year 5
	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>
Executive Director	1	1	1	1	1
Assistant Director 1	0	1	1	1	1
Assistant Director 2	0	0	0	1	1
Office Manager	1	1	1	1	1
Classroom Teachers	4	8	12	16	16
Specialty Teachers	2	4	5	6	6
Resource Specialists	1	1	2	2	3
<b>Total</b>	<b>9</b>	<b>16</b>	<b>22</b>	<b>28</b>	<b>29</b>

Summit Olympus will purchase financial, technology, data, fundraising, leadership, college and data and professional development services from Summit Public Schools. For more detail about these services, please see Attachment 11.

### Compensation:

Compensation is based on Summit Public Schools' own skills-based rubric called the Continuum for Professional Teaching Practice. Teachers are evaluated in seven categories, known as strands. The strands are: Content, Curriculum, Instruction, Assessment, Knowing Learners and Learning, Mentoring and Emotionally Intelligent Teacher Leadership. In each strand, a teacher can score basic, proficient, highly proficient or expert. Based on these evaluations, each teacher is placed at a level on the pay scale.

<b>Level</b>	<b>Criteria</b>	<b>Pay Range</b>
Level 1		\$52,000 - \$56,400
Level 2	7 of 7 Proficient	\$56,400 - \$60,800
Level 3	4 of 7 Highly Proficient	\$60,800 - \$68,500
Level 4	7 of 7 Highly Proficient + National Boards	\$68,500 - \$76,200
Level 5	4 of 7 Expert	\$76,200 - \$85,000

As teachers continuously improve performance, they will move up the pay scale. To create a school budget, we assume a combination of levels. Following is the assumption used at Summit Prep – a mature school.



<b>SPCHS Teacher FTE Projections</b>	
<b>Level</b>	<b>2012/13</b>
1	7
2	7
3	6
4	2
5	1
<b>Total Teachers</b>	<b>23</b>

In the Summit Olympus projections, we used an average teacher pay of \$59,500.

Our Administration Salary schedule is also used throughout the organization. For school-based positions, we use the following bands:

<b>Admin Bands</b>	<b>Pay Band</b>
Associate	\$35,500 - \$52,000
Manager	\$52,000 - \$74,000
Assistant Director	\$75,500 - \$85,750
Principal, Year 0 ED	\$85,750 - \$104,250
Director	\$106,500 - \$130,500

We have estimated a 0% COLA per year since the revenue model is also 0% COLA. COLA will be adjusted as revenue adjusts

We have also assumed that, on average, 1/3 of the faculty will receive an average of \$4,000 merit-based raise each year. These raises average out to 2% per year.

**Benefits:**

Summit Olympus faculty members will receive Health, Dental, and Vision benefits. We assumed that these benefits would start at 10.4% of compensation and then we have added an additional 7% increase for these costs each year. Additionally, faculty members will receive Short- and Long-term Disability and Life Insurance without charge. Finally, if eligible, faculty will be enrolled in TRS and social security or comparable retirement plan.

**Books and Online Content:**

We have budgeted for a variety of textbooks and online content. These estimates are based on the historical rates in our existing schools and are approximately \$45 per student. Additionally we purchase an online language program from Middlebury and a reading support program called Reading Plus.

### Technology:

To support the curriculum, Summit Olympus will maintain a 1:1 student-computer ratio using Chromebooks. Additionally, every faculty member will have a laptop. We have assumed a 3-year replacement rate. Our budget also includes servers, wireless boxes, video conferencing equipment and other start-up technology costs. More information available upon request.

### Facilities:

We have assumed a total expense of 9% of state and levy revenue per student per year based upon conversations with the Washington State Facilities Fund. This is the entire allocation for facilities expenses – from ‘rent’ to repairs and utilities.

### Special Education:

Summit Olympus will provide special education services through a mix of staff members and expert contractors. Contractors will provide additional services such as speech, occupational therapy, and behavioral services and have been budgeted at \$784 per special education student.

### Summit Partnership Support Fees:

Summit Olympus will purchase financial, technology, data, fundraising, leadership, academic and professional development services from the Summit Central Office. For more detail about these services, please see Attachment 11. The rates have been set for a multi-year period and depend on the size/maturity of the school. Because these services will be shared with the other SPS schools, we expect to access higher quality at a lower cost than would be possible for a stand-alone school.

Summit Olympus will also have a WA Regional Office for locally-needed services. At capacity, this office will be entirely funded by the four Summit Public Schools Washington schools and will have 6 FTEs in the roles of Chief Regional Officer, Expeditions/Community Partnerships, Special Education, College, Technology and Lunch/Operations/Facilities.

### District Oversight:

We have included a 4% District Oversight fees beginning in Year 1.

## **Cash Management**

Summit Public Schools Washington will pass a resolution stating that the WA Regional Office will provide all necessary funds to any of the schools in its Washington portfolio, including any and all new schools that will be opened in the future, in the event that any such school is negatively impacted as a result of state cash disbursements or other similar financial circumstances.

Summit Public Schools Washington has already raised the cash to cover the operating expenses in Year 1.

We have submitted a cash forecast for Year 0 and Year 1 as requested in the budget template. Our revenue projections are based on the WA schedule:

Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
0.0%	0.0%	9.0%	9.0%	5.5%	9.0%	9.0%	9.0%	9.0%	9.0%	5.5%	6.0%	10.0%	10.0%

Our expense projections are based on our experiences in California.

At no point during this period does the school experience a negative cash balance.

**Operating Reserve**

Our intent is to build up a reserve to help the school cover expenses when revenue fluctuates. Each year, the school will generate a positive operating income and put these funds into reserve. We target a 30% (3-months of operating expenses) reserve when at full-capacity.

# Proof of Funds

BILL & MELINDA  
GATES *foundation*

PO Box 23350  
Seattle, WA 98102, USA  
V 206.709.3100  
F 206.709.3180  
[www.gatesfoundation.org](http://www.gatesfoundation.org)

November 6, 2013

Diane Tavenner  
CEO  
Summit Public Schools  
455 5th Avenue  
Redwood City, CA 94063

**Re: U.S. Programs Grant Number OPP1095601  
WA State Charter Expansion**

Dear Ms. Tavenner:

The Bill & Melinda Gates Foundation (the "Foundation") is pleased to award Summit Public Schools a grant in the amount of \$4,000,000 for the period beginning on the date you sign this agreement (the "Start Date") to November 30, 2017 (the "Grant Period"). This agreement (the "Grant Agreement") contains the terms and conditions of this grant.

**Charitable Purpose of the Grant.** The charitable purpose of this grant is to provide support to Summit Public Schools to create Summit Washington and launch four high performing 9-12 charter high schools, as described in your proposal (the "Proposal") and budget (the "Budget") dated October 3, 2013 (together, the "Project").

**Tax Status.** Summit Public Schools confirms that under the United States Internal Revenue Code of 1986 (the "Code") it is exempt from federal income tax under section 501(c)(3) and is not a private foundation within the meaning of section 509(a) of the Code. You agree to advise us immediately if there is any change in your organization's tax status during the Grant Period.

**Use of Grant Funds.** Grant funds may only be used for the Project. Any grant funds unexpended or uncommitted at the end of the Grant Period must be promptly returned to the Foundation. Any Budget cost category change of more than 10% must be approved in writing by the Foundation in advance. You may not use the grant funds to reimburse any expenses you chose to incur prior to the Start Date.

**Political Campaign/Lobbying Activity.** Grant funds may not be used to influence the outcome of any election for public office or to carry on any voter registration drive. There is no agreement, oral or written, permitting the grant funds to be directed to or earmarked for lobbying activity or other attempts to influence local, state, federal, or foreign legislation. You confirm that the amount of funds received from the Foundation each year for this Project, including any other grant funds awarded by the Foundation for the Project, will not exceed the amount budgeted each year for nonlobbying activities. You agree to comply with lobbying, gift and ethics rules applicable to the Project under local, state, federal or foreign law. The Foundation is not retaining or employing you to engage in lobbying activities.

**Investment of Grant Funds.** Grant funds must be invested in highly liquid investments (such as interest-bearing bank accounts) with the primary objective of preservation of principal so that they are available for the Project. The Foundation requires you to report the amount of any interest or other

income generated by the grant funds, including currency conversion gains (collectively "Interest"). Any Interest must be used for the Project. At the end of the Grant Period, any remaining Interest must be applied to another of your Foundation-funded projects (current or under consideration).

**Anti-Terrorism.** You confirm that you are familiar with the U.S. Executive Orders and laws prohibiting the provision of resources and support to individuals and organizations associated with terrorism and the terrorist related lists promulgated by the U.S. Government. You will use reasonable efforts to ensure that you do not support or promote terrorist activity or related training, or money laundering.

**Anti-Bribery.** Grantee shall not offer or provide money, gifts or any other thing of value, directly or indirectly, to anyone in order to improperly influence any act or decision relating to the Project, including by assisting any party to secure an improper advantage. Training and information on anti-bribery act compliance requirements is available here: [www.learnfoundationlaw.org](http://www.learnfoundationlaw.org).

**Subgrants and Subcontracts.** You have the exclusive right to select subgrantees and subcontractors for the Project. The Foundation has not earmarked the use of the grant funds for any specific subgrantee or subcontractor. You, and not the Foundation, are responsible for ensuring that all subgrantees and subcontractors use grant funds consistent with this Grant Agreement and the Proposal. Neither you nor your subgrantees or subcontractors may make any statement or otherwise imply to donors, investors, media or the general public that the Foundation directly funds the activities of any subgrantee or subcontractor. Any agreements with subgrantees and subcontractors you engage to assist with the Project must include the following language: "Your organization has been selected to participate in this Project at our discretion. You may not make any statement or otherwise imply to donors, investors, media or the general public that you are a direct grantee of the Bill & Melinda Gates Foundation ("Foundation"). You may state that Summit Public Schools is the Foundation's grantee and that you are a subgrantee or subcontractor of Summit Public Schools for the Project."

**Payments and Reports.** This table shows the deliverables (including reports) and milestones for this grant. Where indicated, the Foundation's payment is contingent on satisfaction of the listed deliverable and/or milestone. The Foundation may authorize changes to the payment and reporting schedules from time to time where appropriate. The Foundation will confirm any such changes in writing.

Payment Date	Payment Amount	Milestone or Deliverable	Due By
November 2013	\$500,000	Receipt of Countersigned Grant Agreement	November 11, 2013
N/A	N/A	WA State Charter School Application Approval	February 28, 2014
January 2015	\$1,500,000	Progress Report for the Start Date to November 30, 2014	December 31, 2014
January 2016	\$1,000,000	Progress Report for the period December 1, 2014 to November 30, 2015	December 31, 2015
January 2017	\$1,000,000	Progress Report for the period December 1, 2015 to November 30, 2016	December 31, 2016
N/A	N/A	Final Report for the entire grant period Start Date to November 30, 2017	January 31, 2018
<b>AWARD TOTAL</b>	<b>\$4,000,000</b>		

**Milestones.** For a report to be satisfactory, you must demonstrate meaningful progress against the milestones contained in this Grant Agreement and the Proposal. Milestones may be added or modified during the Grant Period. The Foundation will confirm any agreed changes to the milestones in writing.

**Report Templates.** You are required to submit one or more reports regarding the expenditure of grant funds and your progress on the Project. The Foundation's report guidelines for this grant can be found at the following links:

- Progress Report:  
[http://www.gatesfoundation.org/grantseeker/Documents/USP\\_Progress\\_Report\\_Guidelines.pdf](http://www.gatesfoundation.org/grantseeker/Documents/USP_Progress_Report_Guidelines.pdf)
- Final Report:  
[http://www.gatesfoundation.org/grantseeker/Documents/USP\\_Final\\_Report\\_Guidelines.pdf](http://www.gatesfoundation.org/grantseeker/Documents/USP_Final_Report_Guidelines.pdf)

These templates and guidelines are subject to change. Please submit reports electronically to your Program Officer and Program Coordinator. The Foundation will send you an email with the contact information for these individuals. You also agree to submit other reports that the Foundation may reasonably request.

**Record Maintenance and Inspection.** The Foundation requires that you maintain adequate records for the Project to enable the Foundation to easily determine how the grant funds were expended. Your books and records must be made available for inspection by the Foundation or its designee at reasonable times to permit us to monitor and conduct an evaluation of operations under this grant.

**Compliance.** The Foundation has the right at its discretion to terminate or suspend the grant or withhold payment if (a) the Foundation is not reasonably satisfied with your progress on the Project; or (b) significant leadership or other changes occur that the Foundation believes may threaten the Project; or (c) you fail to comply with any term or condition of this Grant Agreement. On termination, if requested by the Foundation, you agree to promptly return to the Foundation any unspent and uncommitted grant funds (as of the date of termination) previously distributed to you by the Foundation for the Project.

**Evaluation.** The Foundation values research and evaluation of the projects it funds. You agree to inform the Foundation of any research or evaluation you conduct or commission regarding the Project and to provide to the Foundation a copy of any report or findings from the research or evaluation. The Foundation or its evaluation partner will notify you in writing of your inclusion in any research project undertaken by the Foundation. If you are selected to participate in Foundation-sponsored research or evaluation for the Project, you agree to (a) allow and facilitate the Foundation's evaluation partner to implement an evaluation plan; (b) identify an on-site evaluation coordinator who will serve as a contact; (c) facilitate the collection of data; and (d) permit the Foundation to disseminate the results of the research or evaluation. The Foundation's evaluation partner will provide appropriate privacy and other protections to participants.

**Data Collection and Release to Foundation.** From time to time, the Foundation may request you or an appropriate entity to: (i) participate in surveys; (ii) respond to requests for information; and (iii) provide certain data to the Foundation for additional research and evaluation during the Grant Period and for a period of five (5) years following the Grant Period. You agree to reasonably comply with such requests and that the Foundation may disseminate such data and research results. Unless otherwise specified in writing, the Foundation will only request data related to individuals that is de-identified or aggregated at a level where such data will not be considered "personally identifiable".

**Global Access.** You will conduct and manage the Project and the resulting products, services, processes, technologies, materials, software, data and/or other innovations (collectively, “Funded Developments”) in a manner that ensures “Global Access.” *Global Access* requires that (a) the knowledge and information gained from the Project be promptly and broadly disseminated and (b) the Funded Developments be made available and accessible at an affordable price (i) to people most in need within developing countries or (ii) in support of the U.S. educational system and public libraries, as applicable to your proposed Project. The Foundation is making this grant in reliance on the descriptions and answers provided to the Foundation in your Proposal and during the course of any pre-award and post-award due diligence. Your Global Access obligations will survive the Grant Period.

**Grant Announcements, Public Reports and Use of Foundation Name and Logo.** The Foundation will include information on this grant in our periodic public reports and may make grant information public at any time on its web page and as part of press releases, public reports, speeches, newsletters, and other public documents. If you wish to issue a press release or announcement regarding the award of this grant, you must obtain advance approval from the Foundation of the press release and the date of release. You also agree to obtain advance approval from the Foundation for any other use of the Foundation's name or logo. The Foundation requests an opportunity to review and comment on subsequent press releases or reports that are directly related to the grant. Please contact the Foundation at [Grantee.Comms@gatesfoundation.org](mailto:Grantee.Comms@gatesfoundation.org) at least two weeks before any press release, announcement or other publication date. Further information is available at:

[http://www.gatesfoundation.org/grantseeker/Documents/Guidelines\\_Communications\\_for\\_Grantees.doc](http://www.gatesfoundation.org/grantseeker/Documents/Guidelines_Communications_for_Grantees.doc).

**Counterparts; Original.** This Grant Agreement, including any amendments, may be executed in counterparts which, when taken together, will constitute one Grant Agreement. Copies of this Grant Agreement will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution, though the Foundation may require you, the grantee, to deliver original signed documents.

**Assignment.** This Grant Agreement or any of the rights or obligations under this Grant Agreement may not be assigned without the Foundation’s prior written consent. An assignment includes (a) any transfer of the Project; (b) an assignment by operation of law, including a merger or consolidation, or (c) the sale or transfer of all or substantially all of your organization’s assets.

**Entire Agreement, Severability and Amendment.** This Grant Agreement is our entire agreement and supersedes any prior oral or written agreements or communications between us regarding its subject matter. The provisions of this Grant Agreement are severable so that if any provision is found to be invalid, illegal, or unenforceable, such finding shall not affect the validity, construction, or enforceability of any remaining provision. This Grant Agreement may be amended only by a mutual written agreement of the parties.

The Foundation’s award of this grant does not guarantee that subsequent or additional grants will be made by the Foundation to support Summit Public Schools. Any requests for funding are subject to the Foundation’s normal review and approval process.

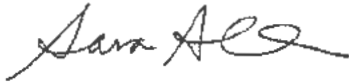


November 6, 2013  
Page 5 of 5  
OPP1095601

Please sign and return this Grant Agreement to Alisa Stevens, Grants Coordinator. Please keep a copy for your records. If you have questions, please contact Brandon Mayfield, Grants Administrator at [Brandon.Mayfield@gatesfoundation.org](mailto:Brandon.Mayfield@gatesfoundation.org) or +1 (206) 770-1643.

On behalf of the Foundation, may I extend every good wish for the success of your work.

Sincerely,



Sara Allan  
Deputy Director, College Ready

Summit Public Schools, by its authorized representative, agrees to the terms and conditions of this Grant Agreement.



Diane Tavenner  
CEO



Date



School Name	Year Opened	City	State
Summit Preparatory Charter High School	2003	Redwood City	CA
Everest Public High School	2009	Redwood City	CA
Summit Public School: Rainier	2011	San Jose	CA
Summit Public School: Tahoma	2011	San Jose	CA
Summit Public School: Denali	2013	Sunnyvale	CA
Summit Public School: Shasta	2013	Daly City	CA

## School Contact Information

Contact Name	Contact Title	Contact Email
Penelope Pak	Executive Director	<a href="mailto:ppak@summitprep.net">ppak@summitprep.net</a>
Lilla Toal Mandsager	Executive Director	<a href="mailto:ltmandsager@everestphs.org">ltmandsager@everestphs.org</a>
Pamela Lamcke	Executive Director	<a href="mailto:plamcke@summitsanjose.org">plamcke@summitsanjose.org</a>
Nicholas Kim	Executive Director	<a href="mailto:nkim@summitsanjose.org">nkim@summitsanjose.org</a>
Joseph Bielecki	Executive Director	<a href="mailto:jbielecki@summitps.org">jbielecki@summitps.org</a>
Caitlyn Herman	Executive Director	<a href="mailto:cherman@summitps.org">cherman@summitps.org</a>

Contact Phone	Authorizing Organization	Contact Name
650-556-1110	Sequoia Union High School District	James Lianides
650-366-1050	California Department of Education	Sarah Curtis
408-831-3104x5002	East Side Union High School District	Chris Funk
(408) 729-1981	Santa Clara County Office of Education	Xavier De La Torre
669.600.5695	Santa Clara County Office of Education	Cynthia Longoria Romero
415-799-4719	Jefferson Union High School District	Thomas Minshev

## Prizer Contact Information

Contact Title	Contact Email	Contact Phone
Superintendent	<a href="mailto:jjianides@seq.org">jjianides@seq.org</a>	650-369-1411
Education Program Consultant	<a href="mailto:SaCurtis@cde.ca.gov">SaCurtis@cde.ca.gov</a>	(916) 319-0562
Superintendent	<a href="mailto:funkc@esuhsd.org">funkc@esuhsd.org</a>	408-347-5010
Superintendent	<a href="mailto:Xavier_DeLaTorre@sccoe.org">Xavier_DeLaTorre@sccoe.org</a>	408-453-6868
Office of the Superintendent	<a href="mailto:cynthia_romero@sccoe.org">cynthia_romero@sccoe.org</a>	408-453-3601
Superintendent	<a href="mailto:tminsh@juhsd.net">tminsh@juhsd.net</a>	650-550-7900







**Academic Performance Data Template**

**Instructions:**

Provide the data requested in the table below for *ALL schools* currently as needed.  
 Provide data from the most recent three school years for which data is a

SUMMARY INFORMATION		SCHOOL 4			SCHOOL 5		
School Name		Summit Public School: Tahoma			Summit Public School: Denali		
School Location (City, State)		San Jose, CA			Sunnyvale, CA		
Year Opened		2011			2013		
Current Grades Served		9-11 (will serve 9-12 in 2014/15)			6 (will eventually serve 6-12)		
Current Enrollment:		280			133		
School Year		2012	2011	2010	2012	2011	2010
<b>Demographic &amp; Socio-Economic</b>							
School	% Students Low-Income:	55%	46%	n/a	n/a	n/a	n/a
	% Students Limited English Proficient:	10%	15%	n/a	n/a	n/a	n/a
	% Students with Disabilities:	4%	4%	n/a	n/a	n/a	n/a
	% African American:	4%	8%	n/a	n/a	n/a	n/a
	% Hispanic:	67%	59%	n/a	n/a	n/a	n/a
	% Caucasian:	9%	12%	n/a	n/a	n/a	n/a
District Average	% Students Low Income	53%	43%	n/a	n/a	n/a	n/a
	% Students Limited English Proficient:	20%	18%	n/a	n/a	n/a	n/a
	% Students with Disabilities:	9%	9%	n/a	n/a	n/a	n/a
	% African American:	3%	3%	n/a	n/a	n/a	n/a
	% Hispanic:	50%	48%	n/a	n/a	n/a	n/a
	% Caucasian:	7%	8%	n/a	n/a	n/a	n/a
<b>Criterion-Referenced Assessments</b>							
Assessment Name (Reading, Math): SEE NOTE		CST			n/a		
School	% Students Meeting or Exceeding Standards – Reading:	93%	85%	n/a	n/a	n/a	n/a
	% Students Meeting or Exceeding Standards – Math:	56%	77%	n/a	n/a	n/a	n/a
	% Students Meeting or Exceeding Standards – Composite:	n/a	n/a	n/a	n/a	n/a	n/a
	% Students Exceeding Standards – Reading:	71%	67%	n/a	n/a	n/a	n/a
	% Students Exceeding Standards – Math:	33%	61%	n/a	n/a	n/a	n/a
	% Students Exceeding Standards – Composite:	n/a	n/a	n/a	n/a	n/a	n/a
District Average	% Students Meeting or Exceeding Standards – Reading:	83%	77%	n/a	n/a	n/a	n/a
	% Students Meeting or Exceeding Standards – Math:	46%	54%	n/a	n/a	n/a	n/a
	% Students Meeting or Exceeding Standards – Composite:	n/a	n/a	n/a	n/a	n/a	n/a
	% Students Exceeding Standards – Reading:	51%	51%	n/a	n/a	n/a	n/a
	% Students Exceeding Standards – Math:	28%	29%	n/a	n/a	n/a	n/a
	% Students Exceeding Standards – Composite:	n/a	n/a	n/a	n/a	n/a	n/a
<b>Norm-Referenced Assessments (SEE NOTE)</b>							
Assessment Name (Reading, Math):		EXPLORE/PLAN/ACT			n/a		
Assessment Data Type (Percentile Rank or Normal Curve Equivalent)		Percentile Rank			Please Enter		
Assessment Reference Group (National, State, District):		National			Please Enter		
School	Score – Reading:	55%	n/a	n/a	n/a	n/a	n/a
	Score – Math:	53%	n/a	n/a	n/a	n/a	n/a
	Score – Composite:	54%	n/a	n/a	n/a	n/a	n/a
	Average Student Growth During Year	0	n/a	n/a	n/a	n/a	n/a
	Year:	n/a	n/a	n/a	n/a	n/a	n/a
	% EXPLORE to PLAN Gains:	n/a	n/a	n/a	n/a	n/a	n/a
<b>Other Performance Measures</b>							
School	Student Retention Rate: (i.e. % students enrolled in one year who re-enroll in fall of next year)	92%	89%	n/a	n/a	n/a	n/a
	Student Average Daily Attendance Rate:	98%	96%	n/a	n/a	n/a	n/a
	Student 5-Year Cohort Graduation Rate: SEE NOTE	n/a	n/a	n/a	n/a	n/a	n/a
	One Year Grade 9-12 Student Drop Out Rate: SEE NOTE	n/a	n/a	n/a	n/a	n/a	n/a
	Student College Attendance Rate:	n/a	n/a	n/a	n/a	n/a	n/a
	Teacher Retention Rate: SEE NOTE	59%	69%	n/a	n/a	n/a	n/a
District Average	Student Retention Rate: SEE NOTE (i.e. % students enrolled in one year who re-enroll in fall of next year)	n/a	n/a	n/a	n/a	n/a	n/a
	Student Average Daily Attendance Rate:	88%	89%	90%	n/a	n/a	n/a
	Student 5-Year Cohort Graduation Rate: SEE NOTE	n/a	80%	77%	n/a	n/a	n/a
	One Year Grade 9-12 Student Drop Out Rate: SEE NOTE	n/a	15%	17%	n/a	n/a	n/a
	Student College Attendance Rate: - SEE NOTE	73%	73%	73%	n/a	n/a	n/a
	Teacher Retention Rate: SEE NOTE	n/a	n/a	n/a	n/a	n/a	n/a