

SCHOOL DISTRICT CHARTER AUTHORIZER CONTRACT
Between
THE WASHINGTON STATE BOARD OF EDUCATION
And
SPOKANE SCHOOL DISTRICT No. 81

This School District Charter Authorizer Contract (Contract) is entered by and between the Washington State Board of Education (SBE) and Spokane School District No. 81 Board of Directors (District) (collectively the parties) under the authority set forth in the Charter Schools Act, RCW 28A.710.090.

I. RECITALS

On November 6, 2012, the voters of the State of Washington (State) passed Initiative 1240, codified at Chapter 28A.710 RCW (Act), providing for the establishment of public charter schools. The Act provides in RCW 28A.710.080 for school district boards of directors, approved by the SBE under RCW 28A.710.090, to be Authorizers of charter schools located within the school district's own boundaries. On October 10, 2013, pursuant to the Act and as authorized by the SBE, the Executive Director signed a School District Charter Authorizer Contract with the District (Prior Contract). Although the Washington Supreme Court found the Act to be unconstitutional in 2015, the Prior Contract was in effect on December 1, 2015.

During the 2016 session the legislature passed Engrossed Second Substitute Senate Bill 6194, 2016 1st Special Session, chapter 241, Laws of 2016, which provides that the SBE must take reasonable and necessary steps to provide parties to contracts entered into under or in accordance with chapter 2, Laws of 2013 [Initiative 1240] that were in effect or that had been executed on or before December 1, 2015, with an opportunity to execute new contracts with the same terms and duration or substantially the same terms and duration as were in effect on December 1, 2015. The terms of this Contract supersede the terms of the Prior Contract.

Therefore, in consideration of the mutual promises and other consideration recited in this Contract, the Parties agree to the following terms set forth in this Contract.

II. DISTRICT'S BOARD OF DIRECTORS APPROVAL AS CHARTER SCHOOL AUTHORIZER

A. The SBE approves the District as a Charter School Authorizer (Authorizer) under the authority set forth in RCW 28A.710.090 and under the terms and conditions as set forth in this Contract. As an Authorizer, the District is responsible for authorizing high quality public charter schools within Spokane School District ensuring the highest standards of accountability and oversight for these schools. The District shall receive an authorizer oversight fee for each school that it authorizes in accordance with RCW 28A.710.110 and WAC 180-19-060.

B. The District's Board of Directors, through its management, supervision, and enforcement of a charter contract, agrees to serve as an Authorizer in accordance with the expectations of this Contract and shall administer the charter schools it authorizes in compliance with all applicable requirements of the Act, and SBE's rules governing charter schools (WAC 180-19) as the Act and rules exist now, or may be amended from time to time, and any applicable state or federal laws and regulations. The District agrees to serve as an Authorizer consistent with WAC 180-19-050 and the proposal and plan set forth in

the District's application, including compliance with the Statement of Assurances signed by Susan Chapin, Vice-President on June 28, 2013, Attachment A, which is incorporated by reference as if fully set forth in this Contract; and to comply with the following additional performance terms:

1. Give priority to charter schools that serve at-risk students as defined in RCW 28A.710.010 and work diligently to recruit high-quality charter schools that are targeted toward at-risk students, particularly in the northeast and northwest sections of the District, and document the demographic data and instructional research it has, or will use, to evaluate educational needs in the District and identify charter options with the potential for meeting those needs.
2. Establish and maintain a clear focus on college and career readiness in its chartering authorizing practices.
3. Solicit and prioritize, consistent with the District's budget and personnel capacity as described in WAC 180-19-030(b), Charter applications that promote the following: (1) Innovations in Curriculum, such as but not limited to Core Knowledge, Cambridge Curriculum, and International Baccalaureate; (2) Innovations in Pedagogy such as but not limited to dual language, project-based learning and blended learning; and (3) Proven Practices such as but not limited to Early College in the High School and operation of schools by charter management organizations with a demonstrated record of success in raising the academic performance of the at-risk students targeted for priority by the district.
4. Establish, empower, and effectively support a Department or Office within the District with organizational responsibility for management of the District's legal duties as a charter Authorizer, including but not limited to development of the public request for proposal, solicitation and evaluation of charter applications, compliance with the authorizing contract, charter contracts, and applicable laws, and ongoing charter school oversight and evaluation.
5. Annually issue a Solicitation for Proposals that meets the requirements of RCW 28A.710.130 including criteria that will guide the decision to approve or deny a charter application.
6. Establish and make public the process by which the District will implement its plan for ongoing monitoring, oversight and reporting on a charter school's performance consistent with the performance framework in the charter contract or contracts.

III. STATE BOARD OF EDUCATION RESPONSIBILITIES

The SBE is charged with the responsibility to oversee the District's compliance with the Contract, its authorizer's duties under the Act, including RCW 28A.710.100, and the District's performance and effectiveness as an Authorizer pursuant to RCW 28A.710.120. This includes the SBE taking action in response to performance deficiencies by the District as an authorizer as provided in RCW 28A.710.120, and subject to WACs 180-19-220, 180-19-230, 180-19-240, 180-19-250 and any other applicable rules lawfully adopted by the SBE.

IV. TERM

This Contract shall be effective upon signatures of all of the parties, shall be for a six-year term commencing on May __, 2016 and ending on October __, 2022, subject to renewal upon mutual written agreement of the parties.

V. REVOCATION

The grounds and procedures for revocation of this Contract shall be as provided in RCW 28A.710.120 as it exists now, or as later amended, and as provided in WAC 180-19-250 and any other applicable rules lawfully adopted by SBE governing revocation of an authorizer contract. The District agrees to be bound by these rules as lawfully adopted, and as lawfully amended from time to time, by the SBE.

VI. REPORTING REQUIREMENTS

The District shall submit an annual report to the State Board of Education as required by RCW 28A.710.100(4) and according to the timeline, content, and format specified in WAC 180-19-210 or thereafter amended. The District will provide data and reports to the SBE on charter school enrollment and academic performance as are reasonably necessary for the SBE to submit the SBE's annual report to the governor, legislature and general public under RCW 28A.710.250.

VII. NO JOINT VENTURE, PARTNERSHIP OR OTHER ARRANGEMENT

The relationship between the District and SBE is based on applicable law, including provisions of the Charter Schools Act and the terms of this Contract. It is not intended by this Contract to, and nothing contained in this Contract shall, create any partnership, joint venture, or other arrangement between the State of Washington acting through the SBE and the District. An employee hired by the District shall be an employee of the District for all purposes and not an employee of the State of Washington for any purpose. Any contract or other instrument of indebtedness entered into by the District and any third party shall not in any way constitute an obligation of the State. Likewise, any contract or other instrument of indebtedness entered into by the SBE and any third party shall not in any way constitute an obligation of the District. The District will not pledge the full fair and credit of the State for the payment of any district contract, loan or other instrument of indebtedness.

VIII. AMENDMENT

No modification or amendment of this Contract shall be made except by written agreement signed by the parties. If, after the effective date of this Contract, there is a change in applicable law which alters or amends the responsibilities and obligations, rights, or remedies of either the District or the SBE, this Contract shall be amended in writing to reflect the change in existing law as of the effective date of such change.

IX. RECORDS RETENTION

All documents in the possession of the District regarding a Charter School for which it is an Authorizer shall be maintained in accordance with all applicable state and federal document and record retention requirements, including but not limited to WAC 180-19-260(6)(b). 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.

All documents in the possession of the SBE regarding its obligations under this Contract and the Act shall be maintained in accordance with all applicable state and federal document and record retentions 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.

X. WAIVER

No failure by either party to insist upon the strict performance of any condition of this Contract or to exercise any right or remedy shall constitute a waiver of any such breach of this Contract. No waiver shall affect or alter this Contract, and each and every condition of this Contract shall continue in full force and effect.

XI. GOVERNING LAW

This Contract shall be governed by, and construed in accordance with, the Laws of the State of Washington and the venue of any action brought under this Contract shall be in Thurston County Superior Court.

XII. SEVERABILITY

In case any one or more of the provisions contained in this Contract shall for any reason be held by a court of law to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if such provisions had not been contained herein.

XIII. CONTRACT REPRESENTATIVES

All written communications regarding this Contract shall be sent to the designated representatives at the addresses listed below unless notified in writing of any change. All notices, demands, requests, and approvals that may or are required to be given by any party to any other party shall be in writing and shall be deemed to have been duly given if delivered personally, sent by a nationally recognized overnight delivery service, electronically transmitted, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to the contact persons below:

Ben Rarick
Executive Director
Washington State Board of Education
600 Washington Street SE
P.O. Box 47206
Olympia, WA 98504

Steven Gering
Chief Academic Officer
Spokane School District #81
Spokane Public Schools
200 N. Bernard
Spokane, WA 99201

XIV. TITLES OF PARAGRAPHS

The various titles to the paragraphs in this Contract are used solely for convenience and shall not be used for the purpose of interpreting or construing any word, clause, paragraph, or subparagraph of this contract.

XV. COUNTERPARTS

This Contract may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. In addition, the parties hereto agree that this Contract may be delivered either by a party or its counsel to the other party or its counsel personally, by a nationally recognized overnight delivery service, electronically transmitted, or if mailed

or deposited in the United States mail and sent by registered or certified mail and signatures so transmitted constitute original signatures and are binding on the party so signing. Upon request, the parties shall further deliver between themselves actual originally signed copies or counterparts, but such further delivery, or failure therefor, shall not affect the validity or timing of the Contract.

XVI. FORCE MAJEURE

In the event that either party is unable to perform its obligations under this Agreement as a result of a force majeure, neither party shall be liable to the other for direct or consequential damages resulting from lack of performance. "Force Majeure" shall mean fire, earthquake, flood, act of God, strikes, work stoppages, or other labor disturbances, riots or civil commotions, litigation, court rulings, war or other act of any foreign nation, power of government, or governmental agency or authority, or any other cause like or unlike any cause above mentioned which is beyond the control of either party.

XVII. DISPUTE RESOLUTION

The parties agree to make best efforts to resolve any disputes arising out of this Contract at the lowest level. Both parties shall have the right to require mediation as a condition precedent to the other party filing any action arising out of the Contract in a court of law. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses. Provided, the dispute resolution described in this section shall not apply to SBE oversight and enforcement duties, activities, and procedures developed pursuant to RCW 28A.710.120.

Washington State Board of Education



Ben Rarick
Executive Director
Washington State Board of Education
Date: May 11, 2016

Spokane School District No. 81



Deana Brower
President, Board of Directors
Spokane School District #81
Date: 5/11/16



THE WASHINGTON STATE BOARD OF EDUCATION

A high-quality education system that prepares all students for college, career, and life.

VI. STATEMENT OF ASSURANCES (WAC 180-19-030(4))

May 2016

Spokane Public Schools _____ seeks to serve as an authorizer in fulfillment
(School District)

of the expectations, spirit and intent of chapter 28A.710 RCW, and if approved as an authorizer it will:

- Seek opportunities for authorizer professional development, and assure that personnel with significant responsibilities for authorizing and oversight of charter schools will participate in any authorizer training provided or required by the state;
- Provide public accountability and transparency in all matters concerning charter authorizing practices, decisions, and expenditures;
- Ensure that any charter school it oversees shall have a fully independent charter school board and exercise autonomy in all matters, to the extent authorized by chapter 28A.710 RCW, in such areas as budget, personnel and educational programs;
- Ensure that any contract it may execute with the charter school board of an approved charter school under RCW 28A.710.160 provides that the school will provide educational services to students with disabilities, students who are limited English-proficient, and any other special populations of students as required by state and federal laws;
- Specify in any charter contract it executes with the charter school board of an approved charter school that "the educational services provided must meet the minimum instructional program requirements for basic education set forth in RCW 28A.150.220."

Deana Brower
Signature

President, Board of Directors
Title

Deana Brower
Printed Name

5/11/16
Date