



THE WASHINGTON STATE BOARD OF EDUCATION

Governance | Accountability | Achievement | Oversight | Career & College Readiness

Title:	Spokane Charter School Update	
As Related To:	<input type="checkbox"/> Goal One: Effective and accountable P-13 governance. <input type="checkbox"/> Goal Two: Comprehensive statewide K-12 accountability. <input checked="" type="checkbox"/> Goal Three: Closing achievement gap.	<input checked="" type="checkbox"/> Goal Four: Strategic oversight of the K-12 system. <input type="checkbox"/> Goal Five: Career and college readiness for all students. <input type="checkbox"/> Other
Relevant To Board Roles:	<input type="checkbox"/> Policy Leadership <input checked="" type="checkbox"/> System Oversight <input type="checkbox"/> Advocacy	<input type="checkbox"/> Communication <input type="checkbox"/> Convening and Facilitating
Policy Considerations / Key Questions:	<ol style="list-style-type: none"> 1. Did Spokane school district apply rigorous standards to evaluation to its first set of charter school applications, and base decisions on documented evidence collected through the application review process? 2. In approving the application of PRIDE Prep and denying others, has the district given priority to charter schools that will serve at-risk students, particularly in certain parts of the district? 3. How will the district carry out its duties for monitoring and oversight of the charter school it has approved for opening in fall 2015? 	
Possible Board Action:	<input type="checkbox"/> Review <input type="checkbox"/> Adopt <input type="checkbox"/> Approve <input checked="" type="checkbox"/> Other	
Materials Included in Packet:	<input type="checkbox"/> Memo <input type="checkbox"/> Graphs / Graphics <input checked="" type="checkbox"/> Third-Party Materials <input type="checkbox"/> PowerPoint	
Synopsis:	<p>Spokane Public Schools was approved by the SBE as an authorizer of charter schools in September 2013, and announced its first charter school approval in January 2014. Steven Gering, Chief Academic Officer, and Jeannette Vaughn, Director of Innovative Programs and Charter Schools, will provide a presentation to the Board on the district's process for evaluation of charter applications and decisions on approval or denial of the applications received. The district representatives will discuss its approval of PRIDE Prep charter school for opening in fall of 2015, and its plan for oversight and monitoring of school performance. Dr. Gering and Ms. Vaughn will also discuss the role of charter schools in the overall strategic plan of the district. The presenters will engage in discussion with Board members on matters related to the district's charter-related activities.</p>	

Teaching & Learning Services
200 North Bernard Street
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State Board of Education Presentation Outline
Spokane Public Schools
Dr. Steven Gering and Ms. Jeannette Vaughn
March 6, 2014

Authorizer Process

- Application to become a district authorizer
- Community relations related to authorization

Charter School Application Process

- Request for Proposals – how needs were determined
- Support from National Association of Charter School Authorizers (NACSA)
- Process of authorization
- Next steps now that we've authorized a charter school

Related Items

- College Ready District/Charter Compact
- Collaboration with WA Charters and SPS Fellow
- Funding support and internal budget dedication
- Innovative program work within SPS

Q&A with the Board

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Steven Gering
Chief Academic Officer, Spokane Public Schools

Steven Gering has been involved in education for the past 20 years. He has his B.S. in Biology from the University of Puget Sound, his Master's degree in Education from Harvard, and his doctorate in Education from the University of Washington. He has been a teacher for his first four years and a school and district administrator for the past sixteen years in a number of school districts. In his most recent role as Chief Academic Officer, Steven has responsibility for improving student achievement in Spokane Public Schools and serves as a member of the Superintendent's Staff. This leadership position works with building administrators, central office instructional, staff and members of the assessment department to monitor programs, materials, and professional development in order to boost achievement for each child in Spokane Public Schools. He currently lives in Spokane, Washington with his wife and three children.

Jeannette Vaughn
Director of Innovative Programs, Spokane Public Schools

Jeannette Vaughn is the Director of Innovative Programs for Spokane Public Schools, responsible for both charter authorization/oversight and development of the district's Portfolio of Options. Spokane is the first, and currently only, district authorizer in Washington. Prior to joining Spokane Public Schools in October 2013, she was a charter operator and served as Executive Director of Albert Einstein Academies Charter School in San Diego, California. During her career she has mentored International Baccalaureate school leaders across North America, as well as new charter school leaders through the Charter Schools Development Center's yearly Leadership Intensive Training. She holds her Bachelor's degree in Liberal Studies from San Diego State University and her Master's in Educational Technology from National University.

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 June 28, 2013, the District submitted a Charter School Authorizer application to the SBE under the authority set forth in RCW 28A.710.090 and WAC 180-19-030. SBE approved the District's application to be an Authorizer at its meeting on September 11, 2013.

The SBE authorized its Executive Director to enter into a Contract with the Board of Directors as provided in RCW 28A.710.090. 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 Request for Proposal 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 any 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 October __, 2013 and ending on October __, 2019, 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 applicable rules lawfully adopted by SBE governing revocation of an authorizer contract. The District agrees to be bound by these rules when 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 by the Board's rules when adopted, 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 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.

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:

Jack Archer
Director, Basic Education Oversight
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.

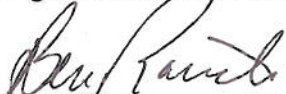
XVI. FORCE MAJEURE

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: 10/10/2013

Spokane School District No. 81



Robert Douthitt
President, Board of Directors
Spokane School District #81
Date: 10/9/13



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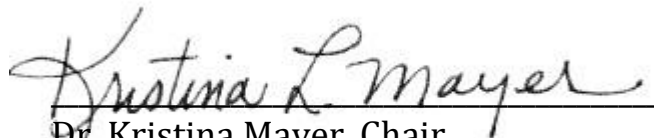
CHARTER SCHOOL CERTIFICATION OF COMPLIANCE RCW 28A.710.150

Pursuant to RCW 28A.710.150(2), the Washington State Board of Education is required to certify that an Authorizer approved public charter school meets the limits for establishing new charter schools set forth in RCW 28A.710.150(1). This certification is required to be done before final authorization of the charter school.

On January 22, 2014, the Board of Directors of Spokane Public School District approved PRIDE Prep Schools Charter School as a Washington Public Charter School for opening in the 2015-16 school year. The school district submitted a timely report of the action taken to the SBE on January 30, 2014 as required by RCW 28A.710.150(2).

The State Board of Education, as required by RCW 28A.710.150(2) and under the process prescribed in RCW 28A.710.150(3) and WAC 180-19-090, now certifies that Spokane Public School District's approval of PRIDE Prep Schools Charter School as a Public Charter School for opening in 2015 is in compliance with the limits on the maximum number of charters allowed under RCW 28A.710.150(1).

DATED this 3rd day of February, 2014.


Dr. Kristina Mayer, Chair
Washington State Board of Education