



Rainier Valley Leadership Academy

RVLA Board Meeting

Retreat

Date and Time

星期六 一月 24, 2026 at 10:00 上午 PST

Location

6020 Rainier Ave S
Seattle, WA 98403

Agenda

	Purpose	Presenter	Time
I. Welcome			10:00 AM
A. Coffee/tea & light breakfast.			8 m
II. Opening Items			10:08 AM
Opening Items			
A. Record Attendance and Guests		Jesse Rhodes Jr	5 m
B. Call the Meeting to Order		Jesse Rhodes Jr	3 m
III. Public Testimony			10:16 AM

	Purpose	Presenter	Time
A. Call for public testimony. Five minutes for agenda items. Three minutes for non-agenda items. Not to exceed 30 minutes.	FYI	Jesse Rhodes Jr	7 m
IV. Consent Agenda			10:23 AM
A. Resolution December 30th, 2025 Minutes	Approve Minutes	Jesse Rhodes Jr	2 m
B. Resolution 2026 Board Meeting Schedule Update	Vote	Jesse Rhodes Jr	
C. Resolution November 2025 Minutes at Jan 2026 Retreat	Approve Minutes	Jesse Rhodes Jr	1 m
D. November 2026 Payroll & Claim Vouchers	Vote	Jesse Rhodes Jr	
V. Executive Director Report Out			10:26 AM
A. Review	FYI	Ray Garcia Morales	10 m
VI. New Board Member Onboarding & Refresh			10:36 AM
A. Past, Present, & Future	FYI	Leah Reisberg	90 m
VII. RVLA Board Bylaws			12:06 PM
A. Review Recommended Updates	Discuss	Jesse Rhodes Jr	10 m
VIII. Break			12:16 PM
A. Bathroom and Refreshments Break	FYI		10 m
IX. Advisory Groups			12:26 PM
A. Advisory Group Work Time Time for Board Members to form Advisory Groups.	Discuss	Jesse Rhodes Jr	90 m

	Purpose	Presenter	Time
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Advisories will:

1. Meet and choose annual goals for 2026
2. Choose their monthly meeting time and dates for retreats

X.	Executive Session		1:56 PM
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A.	As Needed	Discuss	Jesse Rhodes Jr
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XI.	Closing Items		1:56 PM
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A.	Adjourn Meeting	Vote	Jesse Rhodes Jr 2 m
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Rainier Valley Leadership Academy Board of Directors Meeting Agenda 1/24/26

Coversheet

Resolution December 30th, 2025 Minutes

Section: IV. Consent Agenda
Item: A. Resolution December 30th, 2025 Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for December 30, 2025 Board Meeting on December 30, 2025
Resolution January 2026 - Minutes for December 30 2025 Mtgdocx.pdf

APPROVED



Rainier Valley Leadership Academy

Minutes

December 30, 2025 Board Meeting

Date and Time

Tuesday December 30, 2025 at 4:30 PM

Location

Rainier Valley Leadership Academy is inviting you to a scheduled Zoom meeting.

Topic: Board Meeting

Time: Dec 30, 2025 10:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/86909136771?pwd=ygim8DDaSoHMrO1sn3RSXg2hcM5yIf.1>

Meeting ID: 869 0913 6771

Passcode: hSUN7J

One tap mobile

+12532158782,,86909136771#,,,,*565106# US (Tacoma)

+12532050468,,86909136771#,,,,*565106# US

Join instructions

<https://us06web.zoom.us/join/86909136771/invitations?signature=bvK5j5xPpuZmFG3P-PdjAaTeSFJlI3loqoHaN5P0Qv0>

In person option if needed 6020 Rainier Ave S, Seattle WA 98403

Directors Present

D. Sullivan (remote), E. Forde (remote), J. Rhodes Jr (remote), M. Brown (remote), M. Dyal (remote), R. Bembry (remote), S. Martinez (remote), T. Hayman (remote), T. Moultrie (remote)

Directors Absent

None

Guests Present

Dawn Mason (remote), Italiana Hughes (remote), Janine Lewis (remote), K. Clark (remote), Keith Yanov (remote), L. Reisberg (remote), Lenny Emperado (remote), Noni Ervin (remote), R. Garcia Morales (remote)

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

R. Bembry called a meeting of the board of directors of Rainier Valley Leadership Academy to order on Tuesday Dec 30, 2025 at 4:30 PM.

II. Review of Notice of Inquiry from the Washington State Charter School Commission.

A. Washington State Charter School Commission Notice of Inquiry into Allegations against RVLA Board Members.

Relevant portions of the Charter School Notice of Inquiry dated December 19, 2025 were read. Motion was made to formally acknowledge the receipt of the Washington State Charter School Commission Notice of Inquiry and that we understand the expectations, requirements, and timeline.

E. Forde made a motion to acknowledge receipt of notice of inquiry dated December 19, 2025.

M. Dyal seconded the motion.

I move that the Board formally acknowledge receipt of the Washington State Charter School Commission's Notice of Inquiry; confirm that the Board understands the expectations, requirements, and timelines set forth in the Notice; and direct that the Board proceed in compliance with the Charter Contract, applicable law, and the Commission's directives, including the development of an appropriate investigative process and required recusals.

The board **VOTED** to approve the motion.

III. Consent Agenda

A. Resolution November 15th, 2025 Board Meeting Minutes

Mike Dyal requested additional time to review the materials. No vote was taken

B. Resolution November 2025 Payroll & Claim Vouchers

Mike Dyal requested additional time to review the materials. No vote was taken

C. Resolution 2026 Board Meeting Schedule

Mike Dyal requested additional time to review the materials. No vote was taken

IV. Recent Board Evaluation

A. Review Data

Review results from recent Board evaluation survey

V. Public Comment

A. As Needed

Former HR manager Janine Lewis expressed excitement regarding the potential for new board members

VI. Consideration of Board Leadership

A. Structure & Officer Assignments

E. Forde made a motion to appointment Jesse Rhodes Jr as vice chair.

There was discussion initially regarding allowing other board members the opportunity to be considered for Vice Chair. The motion was not seconded and therefore was tabled.

The motion did not carry.

B. Board Member Nominations

M. Dyal made a motion to approve the proposed slate of three new board members.

E. Forde seconded the motion.

A motion was made to vote on three new board members prior to going into executive session.

Dr. Debra Sullivan- voted on unanimously to be a board member

Tai Moultrie- voted on unanimously to be a board member

Shyla Martinez- voted on unanimously to be a board member.

All current active board members voted unanimously to approve these appointments.

The board **VOTED** to approve the motion.

Roll Call

D. Sullivan Abstain

T. Hayman Aye

S. Martinez Abstain

R. Bembry Aye

J. Rhodes Jr Aye

Roll Call

M. Brown Aye
E. Forde Aye
M. Dyal Aye
T. Moultrie Abstain

M. Dyal made a motion to Approve.

E. Forde seconded the motion.

A motion was made to vote on three new board members prior to going into executive session.

Dr. Debra Sullivan- voted on unanimously to be a board member

Tai Moultrie- voted on unanimously to be a board member

Shyla Martinez- voted on unanimously to be a board member.

All current active board members voted unanimously to approve these appointments.

The board **VOTED** to approve the motion.

Roll Call

E. Forde Aye
T. Moultrie Absent
D. Sullivan Absent
S. Martinez Absent
R. Bembry Aye
M. Brown Aye
J. Rhodes Jr Aye
M. Dyal Aye
T. Hayman Aye

VII. Executive Session

A. Discussion

Executive session was held without a chair. Executive session was held:

RCW 42.30.110(1)(f): To receive and evaluate complaints or charges brought against a public officer or employee. RCW 42.30.110(1)(i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

Board Members went into executive session at 6:50 and set to return at 7pm.

A 10 min extension was announced to return at 7:10.

A 15 min extension was announced to return 7:25.

A 15 mins extension was announced to return at 7:40pm.

Executive Session officially ended at 7:37pm with all Board Members returning to the main meeting room.

No decisions were made.

E. Forde made a motion to remove Reco Bemby from the Board pending the outcome of the investigation.

S. Martinez seconded the motion.

I move that we remove Reco as a Board member, effective immediately, pending the outcome of an investigation into allegations against him that include, but are not limited to, retaliation, intimidation, coercion, and exclusion.

Feedback from Reco Bemby & Mike Dyal asked for clarity on why this was being proposed. Keith Yanov, RVLA attorney, clarified on why this is best practice.

Reco Bemby would also like on record that he does not feel this process was fair and does not see the need to remove him pending the investigation.

The board **VOTED** to approve the motion.

Roll Call

R. Bemby Abstain
T. Moultrie Aye
S. Martinez Aye
E. Forde Aye
J. Rhodes Jr Aye
T. Hayman Absent
M. Brown Aye
M. Dyal No
D. Sullivan Aye

E. Forde made a motion to To appoint Jesse Rhodes Jr as the interim Vice Chair.

S. Martinez seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

J. Rhodes Jr Abstain
S. Martinez Aye
E. Forde Aye
T. Hayman Absent
D. Sullivan Aye
T. Moultrie Aye
M. Dyal Aye
R. Bemby Aye
M. Brown Aye

B. Report back from Executive Session and Leadership Action

E. Forde made a motion to Have the Treasurer recuse himself from the investigation and any matters relating to the investigation.

D. Sullivan seconded the motion.

That the Treasurer recuse himself from the investigation and from any matters relating to the investigation.

The board **VOTED** to approve the motion.

Roll Call

D. Sullivan Aye
E. Forde Aye
M. Brown Aye
M. Dyal Aye
T. Moultrie Aye
R. Bemby Abstain
T. Hayman Absent
J. Rhodes Jr Aye
S. Martinez Aye

VIII. January Retreat

A. Discuss Possible Facilitator

We did not discuss

IX. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:53 PM.

Respectfully Submitted,
J. Rhodes Jr

Documents used during the meeting

- Resolution December 2025 - Minutes for November 15 2025 Mtgdocx (1).pdf
- Payroll Check Summary with Board Certification 11.28.pdf
- AP Check Summary Report with Board Certification 11.17.pdf
- AP Check Summary Report with Board Certification 11.3.pdf
- AP Check Summary Report with Board Certification 11.4.pdf
- Resolution December for November 2025 Vouchers & Payments.pdf
- Annual Board Meeting Schedule.docx.pdf
- Resolution to Approve 2026 Board Meeting Schedule (1).pdf
- Resolution Tai Moultrie New Board Member.docx (2).pdf
- Resolution Shyla Martinez New Board Member.docx (1).pdf
- Resolution Debra Sullivan New Board Member.docx (3).pdf

Rainier Valley Leadership Academy Board of Directors Meeting Agenda 12/30/25

RESOLUTION BOARD MEETING MINUTES
For December 30th, 2025 Meeting
On This Day January 24th, 2026

DIRECTORS OF
Rainier Valley Leadership Academy
A Washington State Nonprofit Corporation

Minutes

December 30, 2025 Board Meeting

Date and Time

Tuesday December 30, 2025 at 4:30 PM

Location

Rainier Valley Leadership Academy is inviting you to a scheduled Zoom meeting.

Topic: Board Meeting

Time: Dec 30, 2025 10:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/86909136771?pwd=yqim8DDaSoHMro1sn3RSXg2hcM5y1f.1>

Meeting ID: 869 0913 6771

Passcode: hSUN7J

One tap mobile

+12532158782,,86909136771#,,,,*565106# US (Tacoma)

+12532050468,,86909136771#,,,,*565106# US

Join instructions

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In person option if needed 6020 Rainier Ave S, Seattle WA 98403

Directors Present

D. Sullivan (remote), E. Forde (remote), J. Rhodes Jr (remote), M. Brown (remote), M. Dyal (remote), R. Bemby (remote), S. Martinez (remote), T. Hayman (remote), T. Moultrie (remote)

Directors Absent

None

Guests Present

Dawn Mason (remote), Italiana Hughes (remote), Janine Lewis (remote), K. Clark (remote), Keith Yanov (remote), L. Reisberg (remote), Lenny Emperado (remote), Noni Ervin (remote), R. Garcia Morales (remote)

I. Opening Items

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B. Call the Meeting to Order

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E. Forde made a motion to acknowledge receipt of notice of inquiry dated December 19, 2025.

M. Dyal seconded the motion.

I move that the Board formally acknowledge receipt of the Washington State Charter School Commission's Notice of Inquiry; confirm that the Board understands the expectations, requirements, and timelines set forth in the Notice; and direct that the Board proceed in compliance with the Charter Contract, applicable law, and the Commission's directives, including the development of an appropriate investigative process and required recusals.

The board VOTED to approve the motion.

III. Consent Agenda

A. Resolution November 15th, 2025 Board Meeting Minutes

Mike Dyal requested additional time to review the materials. No vote was taken

B. Resolution November 2025 Payroll & Claim Vouchers

Mike Dyal requested additional time to review the materials. No vote was taken

C. Resolution 2026 Board Meeting Schedule

Mike Dyal requested additional time to review the materials. No vote was taken

IV. Recent Board Evaluation

A. Review Data

Review results from recent Board evaluation survey

V. Public Comment

A. As Needed

Former HR manager Janine Lewis expressed excitement regarding the potential for new board members

VI. Consideration of Board Leadership

A. Structure & Officer Assignments

E. Forde made a motion to appointment Jesse Rhodes Jr as vice chair.
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The motion did not carry.

B. Board Member Nominations

M. Dyal made a motion to approve the proposed slate of three new board members.
E. Forde seconded the motion.
A motion was made to vote on three new board members prior to going into executive session.
Dr. Debra Sullivan- voted on unanimously to be a board member
Tai Moultrie- voted on unanimously to be a board member
Shyla Martinez- voted on unanimously to be a board member.
All current active board members voted unanimously to approve these appointments.
The board VOTED to approve the motion.

Roll Call

E. Forde	Aye
M. Brown	Aye
D. Sullivan	Abstain
S. Martinez	Abstain
M. Dyal	Aye
J. Rhodes Jr	Aye
T. Hayman	Aye
T. Moultrie	Abstain
R. Bemby	Aye

M. Dyal made a motion to Approve.

E. Forde seconded the motion.

A motion was made to vote on three new board members prior to going into executive session.

Dr. Debra Sullivan- voted on unanimously to be a board member

Tai Moultrie- voted on unanimously to be a board member

Shyla Martinez- voted on unanimously to be a board member.

All current active board members voted unanimously to approve these appointments.

The board VOTED to approve the motion.

Roll Call

E. Forde	Aye
M. Brown	Aye
T. Hayman	Aye
R. Bembry	Aye
S. Martinez	Absent
M. Dyal	Aye
T. Moultrie	Absent
D. Sullivan	Absent
J. Rhodes Jr	Aye

VII. Executive Session

A. Discussion

Executive session was held:

RCW 42.30.110(1)(f): To receive and evaluate complaints or charges brought against a public officer or employee. RCW 42.30.110(1)(i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

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S. Martinez seconded the motion.

I move that we remove Reco as a Board member, effective immediately, pending the outcome of an investigation into allegations against him that include, but are not limited to, retaliation, intimidation, coercion, and exclusion.

Feedback from Reco Bembry & Mike Dyal asked for clarity on why this was being proposed. Keith Yanov, RVLA attorney, clarified on why this is best practice.

Reco Bembry would also like on record that he does not feel this process was fair and does not see the need to remove him pending the investigation.

The board VOTED to approve the motion.

Roll Call

M. Brown	Aye
T. Hayman	Absent
T. Moultrie	Aye
M. Dyal	No
S. Martinez	Aye
R. Bembry	Abstain
E. Forde	Aye
D. Sullivan	Aye
J. Rhodes Jr	Aye

E. Forde made a motion to Approve.

S. Martinez seconded the motion.

To install Jesse Rhodes Jr as the interim Vice Chair.

The board VOTED to approve the motion.

Roll Call

E. Forde	Aye
J. Rhodes Jr	Abstain
R. Bembry	Aye
T. Hayman	Absent
D. Sullivan	Aye
S. Martinez	Aye
M. Brown	Aye
T. Moultrie	Aye
M. Dyal	Aye

B. Report back from Executive Session and Leadership Action

M. Dyal made a motion to have the Treasurer recuse himself from the investigation and any matters relating to the investigation.

D. Sullivan seconded the motion.

That the Treasurer recuse himself from the investigation and from any matters relating to the investigation.

The board VOTED to approve the motion.

Roll Call

S. Martinez	Aye
T. Hayman	Absent
M. Brown	Aye
R. Bembry	Abstain
D. Sullivan	Aye
E. Forde	Aye
J. Rhodes Jr	Aye
T. Moultrie	Aye
M. Dyal	Aye

VIII. January Retreat

A. Discuss Possible Facilitator

We did not discuss

IX. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:53 PM.

Respectfully Submitted,
J. Rhodes Jr

Documents used during the meeting

- [Resolution December 2025 - Minutes for November 15 2025 Mtgdocx \(1\).pdf](#)
- [Payroll Check Summary with Board Certification 11.28.pdf](#)
- [AP Check Summary Report with Board Certification 11.17.pdf](#)
- [AP Check Summary Report with Board Certification 11.3.pdf](#)
- [AP Check Summary Report with Board Certification 11.4.pdf](#)
- [Resolution December for November 2025 Vouchers & Payments.pdf](#)
- [Annual Board Meeting Schedule.docx.pdf](#)
- [Resolution to Approve 2026 Board Meeting Schedule \(1\).pdf](#)
- [Resolution Tai Moultrie New Board Member.docx \(2\).pdf](#)
- [Resolution Shyla Martinez New Board Member.docx \(1\).pdf](#)
- [Resolution Debra Sullivan New Board Member.docx \(3\).pdf](#)

Rainier Valley Leadership Academy Board of Directors Meeting Agenda 12/30/25

Board Secretary

Date

ATTEST:

Board Chairperson

Date

Coversheet

Resolution 2026 Board Meeting Schedule Update

Section: IV. Consent Agenda
Item: B. Resolution 2026 Board Meeting Schedule Update
Purpose: Vote
Submitted by:
Related Material: Resolution to Approve 2026 Board Meeting Schedule (3).pdf
Annual Board Meeting Schedule.docx (2).pdf

**RESOLUTION OF THE BOARD OF DIRECTORS OF
RAINIER VALLEY LEADERSHIP ACADEMY
TO APPROVE 2026 BOARD MEETING SCHEDULE**

This Resolution is presented to the Board of Directors (“Board”) of **RAINIER VALLEY LEADERSHIP ACADEMY (RVLA)**, a Washington nonprofit public benefit corporation, at a regular meeting on January 24th, 2026.

WHEREAS, RAINIER VALLEY LEADERSHIP ACADEMY is proposing to approve RVLA 2026 Board Meeting Schedule (attached)

WHEREAS, the Board has reviewed the 2026 Board Meeting Schedule and made any recommendations prior to approval;

NOW, THEREFORE, BE IT:

RESOLVED the Board hereby approves the 2026 Board Meeting Schedule for to be submitted to OSPI and implemented by RVLA.

Yearly Public Charter School Board Meeting Schedule			
Board Meeting Type: Regular	Date	Time	Location
January Retreat	1-24-26	10:00-2:00 pm	In Person @ RVLA
February Monthly Meeting	2-24-26	4:30-5:30 pm	Virtual w/ In Person Option @ RVLA
March Monthly Meeting	3-31-26	4:30-5:30 pm	Virtual w/ In Person Option @ RVLA
April Monthly Meeting	4-28-26	4:30-5:30 pm	Virtual w/ In Person Option @ RVLA
May Monthly Meeting	5-26-26	4:30-5:30 pm	Virtual w/ In Person Option @ RVLA
June Monthly Meeting	6-23-26	4:30-5:30 pm	Virtual w/ In Person Option @ RVLA
July Retreat	6-25-26	10:00am-2:00pm	In Person @RVLA
August Monthly Meeting	8-25-26	4:30-5:30 pm	Virtual w/ In Person Option @ RVLA
September Monthly Meeting	9-29-26	4:30-5:30 pm	Virtual w/ In Person Option @ RVLA
October Monthly Meeting	10-27-26	4:30-5:30 pm	Virtual w/ In Person Option @ RVLA
November Monthly Meeting	11-18-26	4:30-5:30 pm	Virtual w/ In Person Option @ RVLA
December Monthly Meeting	12-29-26	4:30-5:30pm	Virtual w/ In Person Option @ RVLA

ADOPTED by the Board of Directors of RAINIER VALLEY LEADERSHIP ACADEMY during a regular meeting duly held on January 24th, 2026, at which a quorum was present.

AYES: _____
 NOES: _____
 ABSENT: _____
 ABSTAIN: _____


CERTIFIED AS A TRUE AND CORRECT COPY:

CERTIFIED: _____
Board Chairperson

Date

ATTEST: _____
Board Secretary

Date



WASHINGTON STATE
Charter School Commission
 STUDENTS • INNOVATION • TRANSPARENCY

Olympia WA 98504-0996

Phone: (360) 725-5511
 Email: charterschoolinfo@k12.wa.us

BOARD OF DIRECTORS MEETING SCHEDULE

CSC-SY-A1

(Charter Contract 4.9 Open Meetings)

Starting from the date the Charter 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.

To satisfy this compliance requirement, the School must submit to the Commission its yearly schedule of Board meetings. The schedule must include the date, time and location for each meeting. **Boards are expected to meet monthly.**

Yearly Public Charter School Board Meeting Schedule			
Board Meeting Type: Regular	Date	Time	Location
January Retreat	1-24-26	10:00-2:00 pm	In Person @ RVLA
February Monthly Meeting	2-24-26	4:30-5:30 pm	Virtual w/ In Person Option @ RVLA
March Monthly Meeting	3-31-26	4:30-5:30 pm	Virtual w/ In Person Option @ RVLA
April Monthly Meeting	4-28-26	4:30-5:30 pm	Virtual w/ In Person Option @ RVLA
May Monthly Meeting	5-26-26	4:30-5:30 pm	Virtual w/ In Person Option @ RVLA
June Monthly Meeting	6-23-26	4:30-5:30 pm	Virtual w/ In Person Option @ RVLA
July Retreat	6-25-26	10:00am-2:00pm	In Person @RVLA
August Monthly Meeting	8-25-26	4:30-5:30 pm	Virtual w/ In Person Option @ RVLA
September Monthly Meeting	9-29-26	4:30-5:30 pm	Virtual w/ In Person Option @ RVLA
October Monthly Meeting	10-27-26	4:30-5:30 pm	Virtual w/ In Person Option @ RVLA
November Monthly Meeting	11-18-26	4:30-5:30 pm	Virtual w/ In Person Option @ RVLA
December Monthly Meeting	12-29-26	4:30-5:30pm	Virtual w/ In Person Option @ RVLA

****Pending Board Approval @ December 30th, 2025 Board Meeting***

Coversheet

Resolution November 2025 Minutes at Jan 2026 Retreat

Section: IV. Consent Agenda
Item: C. Resolution November 2025 Minutes at Jan 2026 Retreat
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for Board Retreat Meeting-IN PERSON on November 15, 2025
Resolution January 2026 - Minutes for November 15 2025 Mtgdocx (1).pdf

APPROVED



Rainier Valley Leadership Academy

Minutes

Board Retreat Meeting-IN PERSON

November

Date and Time

Saturday November 15, 2025 at 9:00 AM

Location

6020 Rainier Ave S
Seattle, WA 98118

Directors Present

E. Forde, J. Rhodes Jr, M. Brown, M. Dyal, R. Bembry, T. Hayman

Directors Absent

None

Guests Present

Danielle Mann, Italiana Hughes, L. Reisberg, Ray Garcia Morales, keith clark

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

R. Bembry called a meeting of the board of directors of Rainier Valley Leadership Academy to order on Saturday Nov 15, 2025 at 9:33 AM.

II. Public Testimony

A. As Needed

Leah Reisberg gave public testimony. Reco Bembry responded to Ms. Reisberg's testimony. Dawn Mason also presented public testimony.

III. Consent Agenda

A. Resolution August 26th, 2025 Board Meeting Minutes

M. Dyal made a motion to approve the minutes from Board Meeting on 08-26-25.

J. Rhodes Jr seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

M. Dyal Aye

R. Bembry Aye

T. Hayman Aye

J. Rhodes Jr Aye

E. Forde Aye

M. Brown Aye

B. Resolution September 2025 Payroll & Claim Vouchers

M. Dyal made a motion to Accept September 2025 Payroll & Claim Vouchers.

J. Rhodes Jr seconded the motion.

Total by Payment Type: ACH/Warrants - Public Direct Deposit Numbers 9000003652 through 9000003680, totaling \$124,334.60

Total by Payment Type: ACH/Warrants - Public Warrant Numbers 102710 through 102725, totaling \$25,842.44 AP ACH Numbers 9000003638 through 9000003651, totaling \$12,654.29

Total by Payment Type: WIRE-PUBLIC Wire Transfer Payments 201900265 through 201900265, totaling \$568.38

Total by Payment Type: ACH/Warrants - Public Warrant Numbers 102699 through 102709, totaling \$64,809.93 AP ACH Numbers 9000003632 through 9000003636, totaling \$36,152.53

The board **VOTED** to approve the motion.

Roll Call

T. Hayman Aye

J. Rhodes Jr Aye

R. Bembry Aye

M. Brown Aye

Roll Call

M. Dyal Aye
E. Forde Aye

C. Resolution September 30th Board Meeting Minutes

M. Dyal made a motion to approve the minutes from Board Meeting on 09-30-25.
J. Rhodes Jr seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

E. Forde Aye
T. Hayman Aye
M. Brown Aye
R. Bembry Aye
M. Dyal Aye
J. Rhodes Jr Aye

D. Resolution October 16th, 2025 Special Board Meeting Minutes

M. Dyal made a motion to approve the minutes from Special Board Meeting on 10-16-25.
J. Rhodes Jr seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

E. Forde Aye
M. Brown Aye
J. Rhodes Jr Aye
T. Hayman Aye
R. Bembry Aye
M. Dyal Aye

E. Resolution October 28th, 2025 Board Minutes

M. Dyal made a motion to approve the minutes from Board Meeting on 10-28-25.
J. Rhodes Jr seconded the motion.
The board **VOTED** to approve the motion.

F. Resolution Leave Donation Policy

M. Dyal made a motion to Approve the Leave Donation policy.
J. Rhodes Jr seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

M. Brown Aye
J. Rhodes Jr Aye
E. Forde Aye
T. Hayman Aye

Roll Call

R. Bembry Aye

M. Dyal Aye

IV. Retreat Discussion Items

A. Discuss

We discussed the retreat items and broke into small groups for more in depth discussions relating to communication and effective partnerships between the Board and the school team.

Also discussed the possibility of getting an external facilitator for the December executive session.

V. Renewal & Reauthorization Review

A. Process & Timeline

Italiana Hughes from the Charter School Commission was present and reviewed the renewal process and timeline.

VI. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 1:05 PM.

Respectfully Submitted,

R. Bembry

Documents used during the meeting

- AP_Check_Summary_Report_with_Board_Certification_9.2 (1).pdf
- AP_Check_Summary_Report_with_Board_Certification_9.3 (1).pdf
- AP_Check_Summary_Report_with_Board_Certification_9.8 (1).pdf
- AP_Check_Summary_Report_with_Board_Certification_9.22 (1).pdf
- Payroll_Check_Summary_with_Board_Certification_9.29__1_ (1).pdf
- Resolution October for September 2025 Vouchers & Payments (1).pdf
- Resolution October 2025 - Minutes for Sepetmber 30 2025 Mtgdocx (1).pdf
- Resolution October 2025 - Minutes for October 16 2025 Mtgdocx (1).pdf
- RVLA-Shared Leave Program.docx

- RVLA-Shared Leave Program.pdf

Rainier Valley Leadership Academy Board of Directors Meeting Agenda 11/15/25

**RESOLUTION BOARD MEETING MINUTES
For November 15th, 2025 Meeting
On This Day January 24th, 2026**

**DIRECTORS OF
Rainier Valley Leadership Academy
A Washington State Nonprofit Corporation**

Date and Time
Saturday November 15, 2025 at 9:00 AM

Location
6020 Rainier Ave S
Seattle, WA 98118

Directors Present
E. Forde, J. Rhodes Jr, M. Brown, M. Dyal, R. Bambry, T. Hayman

Directors Absent
None

Guests Present
Danielle Mann, Italiana Hughes, L. Reisberg, Ray Garcia Morales, Keith Clark

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order
R. Bambry called a meeting of the board of directors of Rainier Valley Leadership Academy to order on Saturday Nov 15, 2025 at 9:33 AM.

II. Public Testimony

A. As Needed
Leah Reisberg gave public testimony. Raco Bambry responded to Ms. Reisberg's testimony. Dawn Mason also presented public testimony.

III. Consent Agenda

A. Resolution August 26th, 2025 Board Meeting Minutes
M. Dyal made a motion to approve the minutes from Board Meeting on 08-26-25. J. Rhodes Jr seconded the motion. The board VOTED to approve the motion.

Roll Call	
E. Forde	Aye
T. Hayman	Aye
R. Bambry	Aye
M. Brown	Aye
J. Rhodes Jr	Aye
M. Dyal	Aye

B. Resolution September 2025 Payroll & Claim Vouchers
M. Dyal made a motion to Accept September 2025 Payroll & Claim Vouchers. J. Rhodes Jr seconded the motion.

Total by Payment Type: ACH/Warrants - Public Direct Deposit Numbers 9000003652 through 9000003680, totaling \$124,334.60

Total by Payment Type: ACH/Warrants - Public Warrant Numbers 102710 through 102725, totaling \$25,842.44 AP ACH Numbers 9000003638 through 9000003651, totaling \$12,654.29

Total by Payment Type: WIRE-PUBLIC Wire Transfer Payments 201900265 through 201900265, totaling \$568.38

Total by Payment Type: ACH/Warrants - Public Warrant Numbers 102699 through 102709, totaling \$64,809.93 AP ACH Numbers 9000003632 through 9000003636, totaling \$36,152.53

The board VOTED to approve the motion.

Roll Call	
M. Dyal	Aye
E. Forde	Aye
T. Hayman	Aye
M. Brown	Aye
R. Bemby	Aye
J. Rhodes Jr	Aye

C. Resolution September 30th Board Meeting Minutes

M. Dyal made a motion to approve the minutes from Board Meeting on 09-30-25.
J. Rhodes Jr seconded the motion.
The board VOTED to approve the motion.

Roll Call	
M. Brown	Aye
E. Forde	Aye
M. Dyal	Aye
T. Hayman	Aye
J. Rhodes Jr	Aye
R. Bemby	Aye

D. Resolution October 16th, 2025 Special Board Meeting Minutes

M. Dyal made a motion to approve the minutes from Special Board Meeting on 10-16-25.
J. Rhodes Jr seconded the motion.
The board VOTED to approve the motion.

Roll Call	
E. Forde	Aye
J. Rhodes Jr	Aye
T. Hayman	Aye
M. Dyal	Aye
M. Brown	Aye
R. Bemby	Aye

E. Resolution October 28th, 2025 Board Minutes

M. Dyal made a motion to approve the minutes from Board Meeting on 10-28-25.
J. Rhodes Jr seconded the motion.
The board VOTED to approve the motion.

F. Resolution Leave Donation Policy

M. Dyal made a motion to Approve the Leave Donation policy.
J. Rhodes Jr seconded the motion.
The board VOTED to approve the motion.

Roll Call	
T. Hayman	Aye
M. Brown	Aye
E. Forde	Aye
R. Bemby	Aye
J. Rhodes Jr	Aye
M. Dyal	Aye

IV. Retreat Discussion Items

A. Discuss

We discussed the retreat items and broke into small groups for more in depth discussions relating to communication and effective partnerships between the Board and the school team.
Also discussed the possibility of getting an external facilitator for the December executive session.

V. Renewal & Reauthorization Review

A. Process & Timeline

Italiana Hughes from the Charter School Commission was present and reviewed the renewal process and timeline.

VI. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 1:05 PM.

Respectfully Submitted,
R. Bembry

Documents used during the meeting

- [AP Check Summary Report with Board Certification 9.2 \(1\).pdf](#)
- [AP Check Summary Report with Board Certification 9.3 \(1\).pdf](#)
- [AP Check Summary Report with Board Certification 9.8 \(1\).pdf](#)
- [AP Check Summary Report with Board Certification 9.22 \(1\).pdf](#)
- [Payroll Check Summary with Board Certification 9.29_1 \(1\).pdf](#)
- [Resolution October for September 2025 Vouchers & Payments \(1\).pdf](#)
- [Resolution October 2025 - Minutes for September 30 2025 Mtgdocx \(1\).pdf](#)
- [Resolution October 2025 - Minutes for October 16 2025 Mtgdocx \(1\).pdf](#)
- [RVLVA-Shared Leave Program.docx](#)
- [RVLVA-Shared Leave Program.pdf](#)

Rainier Valley Leadership Academy Board of Directors Meeting Agenda 11/15/25

Coversheet

November 2026 Payroll & Claim Vouchers

Section: IV. Consent Agenda
Item: D. November 2026 Payroll & Claim Vouchers
Purpose: Vote
Submitted by:
Related Material: AP Check Summary Report with Board Certification 11.3.pdf
AP Check Summary Report with Board Certification 11.4.pdf
AP Check Summary Report with Board Certification 11.17.pdf
Payroll Check Summary with Board Certification 11.28.pdf
Resolution January Mtg for November 2025 Vouchers & Payments.pdf

AP Check Register

Accounts Payable Run: 11/03/2025

Rainier Valley Leadership Academy

BOARD CERTIFICATION STATEMENT

Payments have been audited and certified by the Auditing Officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090. Those payments have been recorded on a listing which has been made available to the board.

As of December 30, 2025, the Board, by a _____ vote, approves payments, totaling \$659.87, and/or voids (cancellations), totaling \$0.00. The payments and/or voids are further identified in this document.

Total by Payment Type: WIRE-PUBLIC

Wire Transfer Payments 201900282 through 201900282, totaling \$659.87

In addition to the Check Summary Report below, we have also reviewed the following related documentation:

Secretary _____ Board Member _____

This section returned no records

AP Check Register

Accounts Payable Run: 11/03/2025

Rainier Valley Leadership Academy

Accounts Payable Run: 20251103 A/P Direct Bamboo

Run Type: R - Regular

Payment Number	Payee	Net Payment Amount
201900282	BambooHR LLC	\$659.87
Wire Transfers:		<u>1</u> <u>\$659.87</u>
Total:		1 \$659.87

AP Check Register

Accounts Payable Run: 11/03/2025

Rainier Valley Leadership Academy

Fund Summary

Fund	Balance Sheet	Revenue	Expense	Total
10 - General Fund	\$0.00	\$0.00	\$659.87	\$659.87

AP Check Register

Accounts Payable Run: 11/04/2025

Rainier Valley Leadership Academy

BOARD CERTIFICATION STATEMENT

Payments have been audited and certified by the Auditing Officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090. Those payments have been recorded on a listing which has been made available to the board.

As of December 30, 2025, the Board, by a _____ vote, approves payments, totaling \$125,599.86, and/or voids (cancellations), totaling \$0.00. The payments and/or voids are further identified in this document.

Total by Payment Type: ACH/Warrants - Public

Warrant Numbers 102753 through 102766, totaling \$102,397.11

AP ACH Numbers 9000003759 through 9000003771, totaling \$23,202.75

In addition to the Check Summary Report below, we have also reviewed the following related documentation:

Secretary _____ Board Member _____

This section returned no records

AP Check Register

Accounts Payable Run: 11/04/2025

Rainier Valley Leadership Academy

Accounts Payable Run: 20251104 A/P Checks / SEBB

Run Type: R - Regular

Payment Number	Payee	Net Payment Amount
102753	Alexander, Oscar	\$7,825.00
102754	City Of Seattle A/C 9905934520	\$5,409.83
102755	EZ HR Assist	\$6,625.00
102756	G&I Plumbing LLC	\$2,861.96
102757	HCA-SEBB BENEFITS	\$45,343.00
102758	NEW ESD101	\$1,589.66
102759	Nobilis, LLC	\$3,447.25
102760	Pitney Bowes Inc	\$201.48
102761	Saigon Printing	\$57.38
102762	Security Solutions	\$2,065.75
102763	Seneca Family of Agencies	\$25,220.00
102764	T Mobile 970733520	\$534.95
102765	Waste Management of Seattle	\$1,056.37
102766	Williams Scotsman, Inc	\$159.48
9000003759	Amazon Capital Services	\$870.25
9000003760	Amazon Capital Services	\$52.80
9000003761	Amazon Capital Services	\$229.62
9000003762	Amazon Capital Services	\$29.77
9000003763	Amazon Capital Services	\$25.47
9000003764	City Year Inc	\$12,500.00
9000003765	Garcia Morales, Ray	\$384.00
9000003766	IMA, Inc	\$2,376.00
9000003767	Staples Advantage	\$21.50
9000003768	Staples Advantage	\$81.45
9000003769	Staples Advantage	\$81.45
9000003770	Staples Advantage	\$1,036.44
9000003771	The Lunch Ladies, LLC	\$5,514.00
ACH Payments:		13
Total:		27
		\$23,202.75
		\$125,599.86

AP Check Register

Accounts Payable Run: 11/04/2025

Rainier Valley Leadership Academy

Fund Summary

Fund	Balance Sheet	Revenue	Expense	Total
10 - General Fund	\$34,744.00	\$0.00	\$90,855.86	\$125,599.86

AP Check Register

Accounts Payable Run: 11/17/2025

Rainier Valley Leadership Academy

BOARD CERTIFICATION STATEMENT

Payments have been audited and certified by the Auditing Officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090. Those payments have been recorded on a listing which has been made available to the board.

As of December 30, 2025, the Board, by a _____ vote, approves payments, totaling \$34,904.20, and/or voids (cancellations), totaling \$0.00. The payments and/or voids are further identified in this document.

Total by Payment Type: ACH/Warrants - Public

Warrant Numbers 102767 through 102776, totaling \$15,991.74

AP ACH Numbers 9000003772 through 9000003780, totaling \$18,912.46

In addition to the Check Summary Report below, we have also reviewed the following related documentation:

Secretary _____ Board Member _____

This section returned no records

AP Check Register

Accounts Payable Run: 11/17/2025

Rainier Valley Leadership Academy

Accounts Payable Run: 20251117 A/P Checks

Run Type: R - Regular

Payment Number	Payee	Net Payment Amount
102767	Amplify	\$698.29
102768	Crystal Springs	\$39.69
102769	Intrigue Communications	\$204.91
102770	Meridian Security & Electric, Inc.	\$446.92
102771	Puget Sound Dispatch, LLC.	\$77.70
102772	Saigon Printing	\$979.81
102773	Security Solutions	\$11,403.57
102774	T Mobile 967493293	\$30.85
102775	True Measure Collaborative	\$1,410.00
102776	Vargas, Javier	\$700.00
9000003772	Amazon Capital Services	\$439.18
9000003773	Amazon Capital Services	\$23.49
9000003774	Amazon Capital Services	\$58.49
9000003775	Amazon Capital Services	\$44.54
9000003776	Amazon Capital Services	\$73.37
9000003777	Amazon Capital Services	\$181.80
9000003778	HopSkipDrive, Inc	\$10,450.59
9000003779	Pacific Science Center	\$96.00
9000003780	The Lunch Ladies, LLC	\$7,545.00
ACH Payments:		9
Total:		19
		\$18,912.46
		\$34,904.20

AP Check Register

Accounts Payable Run: 11/17/2025

Rainier Valley Leadership Academy

Fund Summary

Fund	Balance Sheet	Revenue	Expense	Total
10 - General Fund	\$0.00	\$0.00	\$34,976.65	\$34,976.65

Payroll Check Summary

Payroll Run: 11/28/2025

Rainier Valley Leadership Academy

BOARD CERTIFICATION STATEMENT

Payments have been audited and certified by the Auditing Officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090. Those payments have been recorded on a listing which has been made available to the board.

As of December 30, 2025, the Board, by a _____ vote, approves payments, totaling \$251,913.55, and/or voids (cancellations), totaling \$0.00. The payments and/or voids are further identified in this document.

Total by Payment Type: ACH/Warrants - Public

Direct Deposit Numbers 9000003781 through 9000003811, totaling \$142,074.93

Secretary _____ Board Member _____

This section returned no records

Check Listing Summary

Payroll Run: 11/28/2025

Check Number	Employee	Gross Pay	Deductions	Benefits	Net Pay
9000003781	Biel, Kek	\$5,093.56	\$1,295.02	\$2,248.00	\$3,798.54
9000003782	Chen, Anqi	\$6,297.58	\$1,663.90	\$2,466.62	\$4,633.68
9000003783	Juma, Amino	\$959.29	\$162.30	\$115.73	\$796.99
9000003784	Amer, Tasneem Yousif	\$6,260.58	\$1,270.48	\$2,461.20	\$4,990.10
9000003785	Bradshaw, Katheryn	\$10,209.57	\$3,115.55	\$3,143.31	\$7,094.02
9000003786	Catchings, Chastity	\$2,890.61	\$406.40	\$327.17	\$2,484.21
9000003787	Clark II, Keith	\$9,417.25	\$2,942.64	\$2,775.86	\$6,474.61
9000003788	Dube, Aster	\$3,942.02	\$708.31	\$3,090.66	\$3,233.71
9000003789	Garcia Morales, Ray	\$13,338.47	\$3,137.24	\$3,730.46	\$10,201.23
9000003790	Hardin, Nati	\$7,541.62	\$2,280.13	\$2,475.39	\$5,261.49
9000003791	Haynes, Leanard	\$10,191.92	\$2,812.95	\$2,896.97	\$7,378.97
9000003792	Hess, Eben	\$3,681.50	\$617.25	\$684.00	\$3,064.25
9000003793	Jackson, Solana Lydia	\$3,705.64	\$673.87	\$1,745.81	\$3,031.77
9000003794	Mann, Danielle Carter	\$7,321.97	\$1,818.45	\$2,629.84	\$5,503.52
9000003795	McLauchlan, Sativa Faith	\$6,776.65	\$1,391.07	\$2,089.47	\$5,385.58
9000003796	Moore, Marquitta Lauretha	\$1,429.84	\$46.07	\$71.29	\$1,383.77
9000003797	Morgan, Benet Lavanna	\$6,385.75	\$1,240.23	\$2,482.26	\$5,145.52
9000003798	Nunez, Randy	\$314.50	\$29.01	\$34.09	\$285.49
9000003799	Ochoa, Juan Pablo	\$6,137.81	\$1,603.16	\$2,437.68	\$4,534.65
9000003800	Pascoe, Wendy	\$8,833.50	\$2,167.58	\$2,920.08	\$6,665.92
9000003801	Ponjun, Suvanna	\$6,137.81	\$1,586.98	\$2,439.44	\$4,550.83
9000003802	Potter, Jalil	\$6,137.83	\$1,602.18	\$2,426.14	\$4,535.65
9000003803	Reese, Dominic	\$4,852.51	\$1,451.50	\$2,191.81	\$3,401.01
9000003804	Reisberg, Leah Fudell	\$9,604.00	\$2,479.89	\$2,153.66	\$7,124.11
9000003805	Shareghi, Linda	\$6,556.54	\$1,596.33	\$2,508.62	\$4,960.21
9000003806	Shelton, Marlon	\$6,776.65	\$1,334.23	\$2,084.83	\$5,442.42
9000003807	Shen, Jiaao	\$6,137.81	\$1,953.65	\$2,439.44	\$4,184.16
9000003808	Spiegel, Benjamin	\$6,643.76	\$1,034.16	\$2,065.27	\$5,609.60
9000003809	Surin, Naeema	\$32.50	\$2.95	\$2.60	\$29.55
9000003810	White, Levon	\$7,040.28	\$1,961.03	\$2,579.01	\$5,079.25
9000003811	Williams, Abigail Esther	\$6,966.62	\$1,156.50	\$2,580.90	\$5,810.12
Totals:		\$187,615.94	\$45,541.01	\$64,297.61	\$142,074.93





**RESOLUTION OF THE BOARD OF DIRECTORS OF
RAINIER VALLEY LEADERSHIP ACADEMY
TO APPROVE NOVEMBER 2025
CLAIM VOUCHERS AND PAYROLL PAYMENTS**

This Resolution is presented to the Board of Directors (“Board”) of Rainier Valley Leadership Academy (“RVLA”), a Washington nonprofit corporation, at a regular meeting on January 24th, 2026.

WHEREAS, each of RVLA’s Charter School Contracts with the Washington State Charter School Commission requires each school to comply with the Accounting Manual for School Districts in the State of Washington that is published by the Washington State Office of Superintendent of Public Instruction (the “Accounting Manual”);

WHEREAS, Chapter 3, Section “Voucher Certification and Approval”, requires “board of director approval for payment of claim vouchers and payroll” and the approval “should be recorded in the minutes of the board meeting”;

WHEREAS, to meet the conditions set forth in Chapter 3, Section “Voucher Certification and Approval”, the Board desires to approve payment of claim vouchers and payroll payments delineated below.

-  AP Check Summary Report with Board Certification 11.17.pdf
-  AP Check Summary Report with Board Certification 11.4.pdf
-  AP Check Summary Report with Board Certification 11.3.pdf
-  Payroll Check Summary with Board Certification 11.28.pdf

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves and authorizes RVLA to remit the following payments (these documents can also be found on the board agenda on Board on Track attached to the agenda):

ADOPTED by the Board of Directors of Rainier Valley Leaders State during a regular meeting duly held on January 24th, 2026, at which a quorum was present.

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____



CERTIFIED AS A TRUE AND CORRECT COPY:

CERTIFIED: _____

Board Chairperson Date

CERTIFIED: _____

Board Secretary Date

Coversheet

Review

Section: V. Executive Director Report Out
Item: A. Review
Purpose: FYI
Submitted by:
Related Material: BSK Contract Rainier Valley Leadership Academy.docx (1).pdf



**STATEMENT OF WORK (SOW) FOR
 CONTRACT 11913 RAINIER VALLEY
 LEADERSHIP ACADEMY
 STOPPING THE SCHOOL TO PRISON
 PIPELINE 4.0 SERVICE PERIOD:
 JULY 1, 2025 – DECEMBER 31, 2027**

I. OVERVIEW

The Contractor shall provide oversight, coordination, and implementation of the Stopping the School to Prison Pipeline Program (SSPP) 4.0 described further below. The total amount of reimbursement under this Contract shall not exceed \$940,000 for the Service Period noted above and shown in the budget table below.

Funding for investment in this program is provided by the King County Best Starts for Kids Initiative and is managed by the Children, Youth and Young Adults Division of the King County Department of Community and Human Services (DCHS), which has the responsibility for achieving and monitoring the overall outcomes. Ongoing funding for the full Service Period shall be contingent on the Contractor’s implementation of the program as described, timely achievement of the Contract Milestones outlined below, continued funding availability, and other contractual requirements contained in this SOW.

Funding Period	Fund Source	Fund Type Funding Allocation
July 1, 2025 – December 31, 2027	King County	Best Starts for Kids \$940,000

TOTAL BUDGET \$940,000

II. DEFINITIONS

Below are common terms used throughout this SOW and their definitions.

- A. **Build School-to-Life Success Pathways:** Creating a system that helps our youth and young adults normally entrapped in the school-to-prison pipeline, especially Black and Indigenous youth and young adults, live-up to their full potential and pursue their aspirations with the support of their communities. This support includes acknowledging and building on young people’s strengths/resources, and developing accessible, Culturally Reflective and Responsive avenues of support.
- B. **Capacity Building:** Support for funded organizations to increase organizational and staff capacity (e.g., direct services and leadership development) with training and technical assistance to serve youth and young adults.

C. **Cash Value Card (CVC)** means a card designed to store a specified dollar value by electronic means for use as a mode of payment, without a personal identification number

Rainier Valley Leadership Academy Page 1 of 19 Contract-11913 SOW

and without direct access to a bank or other account. CVCs may include, but are not limited to prepaid debit cards, prepaid store cards, reloadable bank cards, prepaid gas cards, etc.

D. **Community-Based:** Organized and run by people in or from the community for those who live in the community, especially those most impacted.

E. **Community Supports:** Intentional efforts to authentically engage and develop relationships that provide community-based support/assistance and facilitate guidance that increases access to resources for unmet needs crucial to the recipients' success. The definition for "Community Supports" is broader than, but includes efforts often known as, "Outreach" and "Case Management".

F. **Contacts:** Are defined as any activity such as a conversation or meeting with the youth/young adult. Contact by email or texts are limited to content that directly relates to program goals or service plans. Contacts to do not include voicemails.

A. **Contractor:** Term used within the King County DCHS Boilerplate Agreement, signifying the entity awarded funding in consideration for the performance of certain services and as described in the resulting contract.

B. **Culturally Reflective and Responsive:** An approach and/or programming that honors and engages the history, beliefs, traditions, and values of those who are served; implements the approach and programming with staffing that share the same cultural, racial, and/or ethnic background of those who are served.

C. **Deliverable** means the work product and other output of the services and Program Activities required to be delivered by the Contractor as part of the performance of this Contract, as specified in the relevant section below.

D. **Economic Strength:** Having what is necessary to make employment- or career-related choices that align with their values and having viable access to resources to thrive.

E. **Equity (A System of Fairness):** Equity is the full equal access to opportunities, power, and resources so that all people achieve their full potential and thrive. Equity is an ardent journey toward well-being as defined by those most negatively affected. **Determinants of Equity:** The social, economic, geographic, political, and physical environments and conditions in which people live. Full and equal access to the determinants of equity is necessary for all people regardless of race, class, gender, language spoken, and geography. **(King County Equity and Social Justice Ordinance 16948. Goal:** A specific, measurable, actionable, realistic, and timely action that a person is trying to do or achieve).

F. **Flexible Financial Assistance (FFA)** means short-term funds used to address key basic needs and immediate financial barriers faced by participants. FFA may be administered in the form of non-cash contributions directly to the service participant or in the form of

payments made directly to third parties on behalf of the service participant (e.g., rent, legal fees, childcare fees, etc.).

G. **Inequities:** Differences in well-being that disadvantage an individual or group in favor of another. Inequities are systemic, patterned, and must be changed. (King County Equity and Social Justice Ordinance 16948).

Rainier Valley Leadership Academy Page 2 of 19 Contract-11913 SOW

- H. **Incentive Payment** means a predetermined fixed sum of money that is provided to a participant for completing a one-time or short-term activity (e.g. workshop, class, training, educational program, etc.) in furtherance of the goals of this Contract. Incentives may be delivered as CVC(s) or as checks. Incentive Payments other than CVCs or checks must be pre-approved in writing by the Contract Manager and Division Deputy Director.
- I. **Milestone** means a scheduled event signifying the provision of a Deliverable or a set of related Deliverables, occurrence of an event, or completion of a task, activity, or service by the identified date as specified in the relevant section below.
- J. **Performance Measurement (PM) Plan** means the written details of the way the County and the Contractor shall measure and monitor the Contractor's program performance during the contract term. The PM Plan shall include specific measures, data elements, and reporting cycles and activities to review the data and support continuous quality improvement. The PM Plan may include performance targets, additional evaluation activities, such as focus groups or surveys, and/or more rigorous evaluation projects.
- K. **Program Activities** means all of the services to be performed by the Contractor as set forth in Section IV, SCOPE OF WORK.
- L. **Promotion:** Supporting the development of protective factors that help strengthen well-being.
- M. **School-to-Prison Pipeline:** The 'school-to-prison pipeline' references how our youth and young adults, primarily of color, systematically have a greater potential of being ushered into, have been, or are currently involved with the criminal legal system and other systems or harmful outcomes (i.e., Foster Care, homelessness, sex trafficking, death). This is generally done by way of policies and practices throughout the youth and young adults' experiences, starting with their education and onward.
- N. **Service Period** means the period of time during which Contractor shall be paid, funded, or reimbursed according to the terms and conditions of this Contract. If no other date is listed in this SOW, the Service Period shall begin when this Contract becomes effective, which is the last date of signature of the Contract.
- O. **Service Plan:** For the purposes of this contract, a *Service Plan* is a document developed as a result of an initial assessment. It outlines the areas that need to be addressed and may include targeted goals, strategies, and supports tailored to the participant's needs. As a best practice, a Service Plan should be created and in place within 90 days of the participant's intake into the program.
- P. **Social Justice:** All aspects of justice – including legal, political, economic and

environmental – require the fair distribution of and access to public goods, institutional resources, and life opportunities for all people. (King County Equity and Social Justice Ordinance 16948.)

Q. **Subcontract(or)**: Any agreement between the Contractor and a person or organization (Subcontractor), or between Subcontractors, that is based on the contract with the County to accomplish the scope of work required in the contract, provided that the term “subcontract” does not include the purchase of (1) support services not related to the subject matter of the contract with the County, or (2) supplies.

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R. **Stipend** means a fixed sum of money that is provided to an individual for time and effort related to the one-time or periodic performance of duties in furtherance of the goals of this Contract. Stipends may be delivered as CVC(s) or as checks. Stipend payments other than CVCs or checks must be pre-approved in writing by the Contract Manager and Division Deputy Director.

III. PROGRAM PURPOSE

The County’s overarching goal is to ensure that all people, regardless of who they are and where they live, have the opportunity to thrive with access to opportunities, power, and resources. The Children, Youth and Young Adult Division, in its partnership with the Contractor, shares a commitment to contributing to community-level change and individual-level impact in the following areas:

A. CYYAD, Best Starts for Kids, 5 to 24 Sustaining the Gain Stopping the School to Prison Pipeline

The Program Activities outlined in this SOW are being contracted for the following purposes:

1. Build School-to-Life Success Pathways for 12 to 24-year-old young people and their families who are most likely to be pushed into the criminal legal system or who are already involved in the criminal legal system;
2. Promote sustainable Economic Strengthen through workforce and career development, as well as positive identity development, by providing experiences, opportunities, education/guidance, relationships, and other efforts including apprenticeship-type programs;
3. The goal of these investments is to create an environment (including systems, policies, and practices) that helps all our young people (and their families), especially Black and Indigenous youth, embrace their worth, live up to their potential, and pursue their aspirations with the full support of their communities;
4. The outcomes of doing so include strong child development, thriving families, supportive networks, healthy youth, and inclusive communities;
5. The desired impact of these investments is to build equitable and sustainable economic success for more young people and their families residing in King County who are disproportionately (and historically) negatively impacted by systemic racism.

Accordingly, the parties shall work together to perform, report, and monitor the services described in this SOW in a manner that contributes to the goals of the County described herein.

IV. SCOPE OF WORK

To meet the purpose stated above, the Contractor shall carry out the following scope of work during the Service Period:

A. Participant Eligibility and Focus Population

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Eligible participants for services are youth and young adults who live in King County, are between the ages of 12-24 years, and have had or currently have one or more of the following characteristics:

1. Live in foster care or aged out of foster care;
2. Currently are or have been homeless;
3. Live in poverty or a low-income family;
4. Come from families who do not have a history of attending or completing college;
5. Come from immigrant and/or refugee families;
6. Speak English as a non-native language;
7. Have dropped out of traditional high school;
8. Involvement in the criminal legal system;
9. Live in a single-parent home or with non-relatives; and/or
10. Have a parent who is currently or previously incarcerated.

B. Program Activities

The Contractor shall support Black, Indigenous, and Global Majority youth who are at risk of involvement in the criminal legal system by addressing systemic inequities by promoting healing and empowerment, which shall include:

1. The Contractor shall provide in-person after school programming to participants with outdoor education activities that build leadership, emotional intelligence, and cultural identity through nature based learning and historical education twice per month.
2. The Contractor shall provide program participants with in-person after school performing arts and storytelling opportunities in which participants will utilize spoken word, music and theatre to affirm cultural identity and self-expression twice per week.
3. The Contractor shall provide weekly youth mentorship, leadership workshops and advocacy training with Black and Indigenous leaders to promote leadership and

mentorship development.

4. The Contractor shall offer program participants monthly cross-cultural learning, civic engagement, and historical site visits to expand world views to encourage global awareness and travel.
5. The Contractor shall provide program participants with weekly economic strengthening and workforce development opportunities to include paid internships, career training and job readiness coaching to increase economic mobility.
6. The Contractor shall engage all participants in services and shall have a developed a Service Plan based on their initial and continued needs. The community supports staff shall identify the behaviors that shall be addressed through the intervention. These behaviors shall be monitored throughout the Intervention.

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7. The Contractor's supported services staff shall rate all Participant's progress at achieving the desired outcomes, upon discharge or Program Completion, using an agreed upon rating scale.
8. The Contractor shall document all services and Contacts with, or on behalf of, the Participant in an individual Participant record for all participants. Documentation shall include initial intake, Participant goals and action steps, and progress notes. In addition, all Participant files shall include a copy of the signed informed consent or confidentiality release form.
9. Upon request, the Contractor shall provide Best Starts staff with a copy of the informed consent or confidentiality release forms for all participants served by this program.
10. Contractor shall notify the County within two weeks if a key position funded under this SOW becomes vacant and advise the County of plans to fill the vacancy within three months, as well as plans to redistribute Program Activities in the interim.
11. Unless this SOW provides otherwise, all work performed, and services delivered by the Contractor during the Service Period shall be in conformance with the requirements and descriptions of this SOW and be in compliance with all other terms and conditions of this Contract.
12. The Contractor may use stipends and incentives to support youth participation in approved activities, including but not limited to attending classes, achieving service plan goals, completing school or court requirements, participating in learning events, performing volunteer work, serving on committees or review panels, engaging in group collaboration or advocacy, attending workshops or community meetings, and participating in internships. These funds shall only be used for these activities in this contracted program and may not be used to support any other programs. Prior written approval from the Contract Manager is required to use funds in a manner not consistent with these purposes.
13. The Contractor may pay wages to provide funds for hourly work performed during internships at the Contractor's organization or at external sites; all wages shall be paid by the Contractor. These funds shall only be used for these activities in this contracted program and may not be used to support any other programs. Prior written approval

from the Contract Manager is required to use funds in a manner not consistent with these purposes.

14. The Contractor may use flexible financial assistance (FFA) to address participant emergency needs, including but not limited to groceries, diapers, and emergency transportation. Flexible funding is generally limited to **\$15,000** for the term of this Contract. These funds shall only be used for these activities in this contracted program and may not be used to support any other programs. Prior written approval from the Contract Manager is required for any unusual expenditures, total annual expenditures exceeding the yearly budgeted amount, or use of funds in a manner not consistent with these purposes. These funds shall not be used for any form of rental assistance.

C. Milestones

The Contractor shall meet the following Milestone during the Service Period:

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1. **December 1, 2025:** The PM Plan shall be fully developed and formally accepted by the Contractor and DCHS. See SECTION V, PERFORMANCE MEASUREMENT for more information.

D. Deliverables

The Contractor shall submit the following Deliverables to the County during the Service Period:

1. **Annual Report:** The Contractor shall submit an annual narrative progress report to the County by January 15 following each program year. The report shall cover the activities of the previous year (January – December). The format and questions for the annual narrative progress report shall be provided by the County.
2. **Services and Participant Data:** Starting on October 15, 2025, the Contractor shall submit individual-level and/or aggregate-level data about services and participant outcomes to the County on a quarterly basis. Reports are due within ten (10) business days following the end of each quarter of the calendar year. The format and reporting mechanisms for this report shall be provided by the County and be outlined in the PM Plan.

E. Partnership Expectations

1. The Contractor shall work with County staff to coordinate and align services with other County-funded organizations and system partners in order to effectively and efficiently administer a set of services that participants may be seeking to access.
2. The Contractor shall attend monthly SSPP provider meetings with the County Program staff.
3. The Contractor shall meet for one-on-one (1:1) check in meetings with the County Program Manager on a monthly or as needed as determined by the County Program Manager.

4. The County and other entities often offer training opportunities at no cost to help providers attain and maintain key skills and concepts that will support the County's goals of effectiveness, efficiency, and equity. The Contractor shall stay informed of these training opportunities by regularly communicating with the County Program Manager(s).
5. The Contractor shall participate quarterly/monthly in meetings of other County-funded organizations, if and when these are convened, to improve system connection and coordination of existing services and support best practices and shared learning. The County shall communicate meeting details to the Contractor if and when these meetings are convened.
6. The Contractor shall include an attribution to the County with the use of the BSK logo and/or a statement such as "This program receives funding from the King County Best Starts for Kids" in all program marketing materials, digital or hardcopy, developed during the Service Period.

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7. The Contractor shall participate in quarterly learning circles with other BSK-funded organization to improve system connection and coordination of existing services and support best practices and shared learning.
8. The Contractor shall communicate with the County Program Manager when technical assistance or other supports are needed to participate in performance measure/ evaluation activities and engage with BSK-funded supports (staff, Capacity Building provider, external evaluator) to address those needs.
9. The Contractor will participate in evaluation activities, which may include meetings and/or providing additional data or information to the County staff and/or external evaluator outside of the regular reporting schedule. The County shall communicate evaluation activity details to the Contractor.

F. Requirements for Certain Payment Methods and Purchases

1. Requirements for Issuing CVCs:
 - a. Contractor shall have written CVC policies and procedures in effect and provide a copy to the County upon request.
 - b. The policy shall describe the circumstances under which CVC(s) can be purchased, the method of storing CVC(s), and how the issuance of CVC(s) is recorded.
 - c. CVC purchasing and authorization duties shall be segregated (the purchaser must not be the authorizer).
 - d. CVC(s) shall be distributed within the Service Period. Any undistributed CVC(s) as of the end of the Service Period shall not be allocated as expenditures for this program by the Contractor.

- e. Approval, purchase, and use of CVC(s) shall be documented, tracked, monitored, and substantiated with original receipts. All documentation shall be available to the County upon request.
- f. Ensure CVC(s) are kept in a secured location, with limited access. When a Contractor employee removes CVC(s) from the secured location, the Contractor shall document the following on a tracking log:
 - Contractor employee identity and count of each CVC taken.
 - Contractor employee identity and count of each CVC returned.
 - Dated initials of each Contractor employee taking or returning the CVC(s).
- g. Track CVC(s) by purchase and by distribution to each person on the CVC tracking log provided by the County, which shall include:
 - 1. Unique identifying number for each CVC;
 - 2. Date CVC(s) purchased;
 - 3. Date CVC(s) distributed;
 - 4. Cash value of each CVC;
 - 5. Name and signature of Contractor employee distributing CVC(s);
 - 6. Name and signature of each CVC recipient; and
 - 7. Brief description of the reason for distribution (e.g., date, time, and description of activity/purpose).
- h. Any deviations from or updates to the provisions outlined in this Contract regarding tracking of CVCs shall require written permission from the Contract Manager and Division Deputy Director.
- i. Submit the CVC tracking log as part of the billing cycle outlined in Section VII., COMPENSATION AND METHOD OF PAYMENT. See Section VI., DATA COLLECTION AND REPORTING REQUIREMENTS for specific reporting requirements. See SECTION VI, DATA COLLECTION AND REPORTING REQUIREMENTS for specific reporting requirements.

2. Flexible Financial Assistance

Contractor may provide recipients with FFA. If the Contractor believes they will provide FFA to meet eligible program participants' needs related to safety, health, and stability, up to **\$3,000** of the total award in 2025, **\$6,000** in 2026, **\$6,000** in 2027 may be used for such purposes. The Contractor must establish its own internal policies and procedures for distributing FFA that adhere to the contractual requirements set by the County to ensure funds are distributed appropriately.

At any time prior to the start of the last billing period, the Contractor may request the

County's permission to increase the FFA amount by reallocating other program funds for such purpose. Upon receipt of the County's written approval, such additional FFA funds may be used as otherwise permitted under the terms of this SOW.

Eligible items for FFA include:

- a. Housing assistance (hotel/motel emergency stays, rental applications, rental assistance, rental deposit, utilities set-up fees or costs)
- b. Transportation (taxi, ride share, bus pass, fuel, car repairs)
- c. Legal fees (application fees for immigration-related documents including but not limited to work permits and asylum applications, access to healthcare and education, court fees, postage fees for mailing legal documents or applications, printing and copying fees, attorney fees)
- d. Employment (education, professional certification, training or placement programs, and employment barrier-removal expenses)
- e. Healthcare (clinical and/or therapeutic services, including behavioral healthcare)
- f. Childcare (co-pays, childcare expenses)

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- g. Relocation costs

Additional FFA categories that meet the self-identified needs of individuals and help to address needs that interfere with the ability to create safe, healthy, and stable lives may be approved with written approval from the County. Restrictions include non-essential furnishings like a television, luxury-type items, or non-essential consumables like alcohol or tobacco.

If using FFA, the Contractor shall submit a FFA and CVCs tracking log provided by the County as part of the billing cycle outlined in Section VII., COMPENSATION AND METHOD OF PAYMENT. See Section VI., DATA COLLECTION AND REPORTING REQUIREMENTS for specific reporting requirements.

Distributing FFA via cash or checks directly to participants is NOT allowed under this SOW.

2. The Contractor shall distribute Stipends to individuals who participate in youth development programming as follows:
 - a. Compensation of Stipends may be paid out in the form of CVCs or as checks. Stipend payments other than CVCs or checks must be pre-approved in writing by the Contract Manager and Division Deputy Director.
 - b. The Contractor shall maintain accurate records for payment of Stipend invoicing and follow guidelines outlined in SECTION VII., COMPENSATION AND METHOD OF PAYMENT. At a minimum, the Contractor shall maintain on file the following documentation for all meetings and/or Program Activities for which Stipends will be paid:

- i. Time sheets for all hours billed, which shall include the name of the payee, their role, the date and timeframe for hours worked, the specific work completed, rate of pay, meeting agenda, and sign-in sheets or screen shots for online meetings (if applicable).
 - ii. Recipients of Stipends shall not be considered employees of the County for any purpose. The Contractor is exclusively responsible for educating Stipend recipients on their responsibilities for all self-employment and income taxes, and/or other tax obligations which may arise as a consequence of payment and performance of the services under this Contract. For more information, the IRS website hosts a "Self-Employed Individuals Tax Center" with guidance on tax obligations for independent contractors
- 3. The Contractor shall distribute Incentive Payments to individuals for programming participation as follows:
 - a. Compensation of Incentive Payments may be paid out in the form of CVCs, checks, or as an item of value.
 - b. When CVC(s) are used as a method of payment, the Contractor shall follow the Guidelines for Issuing CVCs for Incentive Payments outlined in SECTION 4.B.6.

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- c. Any deviations from or updates to the provisions outlined in this Contract regarding payment of Incentive Payments shall require written pre-approval by the Contract Manager and Division Deputy Director.
 - d. The Contractor shall maintain accurate records for payment of Incentive Payments invoicing and follow guidelines outlined in SECTION VII., COMPENSATION AND METHOD OF PAYMENT. At a minimum, the Contractor shall maintain on file the following documentation for all meetings and/or activities for which Incentive Payments will be paid:
 - i. The activity name, the date and time frame of the activity, the activity's agenda (if applicable), copies of relevant registration lists or sign-in sheets documenting the recipient's completed participation in the activity.
 - e. Recipients of Incentive Payments shall not be considered employees of the County for any purpose. The Contractor is exclusively responsible for educating incentive recipients on their responsibilities for all self-employment and income taxes, and/or other tax obligations which may arise as a consequence of payment and performance of the services under this Agreement. For more information, the IRS website hosts a "Self-Employed Individuals Tax Center" with guidance on tax obligations for independent contractors.

V. PERFORMANCE MEASUREMENT

A. Performance Measurement (PM) Planning Process

A PM Plan shall be co-developed by the Contractor and DCHS and is intended to provide both parties with useful information for decision-making, planning, and program management. The Contractor and DCHS staff shall work collaboratively to identify relevant and/or required measures of service delivery, quality, and program results, and to determine the mechanisms by which information will be collected, managed, and reported. DCHS is responsible for providing a first draft of the PM Plan. The PM Plan shall be considered final after written acceptance is received by both parties. Email communication is sufficient.

B. Performance Measures

The PM Plan may include at least one of each type of the performance measures (below). The PM Plan may also include strategy-level performance measures specific to funding sources when applicable.

Measure Type	Meaning	Potential Measures
How much did we do?	Quantity of service provided	Number of young people reached or contacted
How well did we do it?	Quality of service provided	Percent of youth/young adults currently engaged in services

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Is anyone better off?	How participants have been impacted	Percent of young people with improved employment or career outcomes Percent of young people with improved intrapersonal skills Percent of young people with improved education outcomes
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Once developed and accepted by each party, the Contractor shall be required to adhere to and perform the reporting and other services described and defined in the PM Plan. The Contractor’s failure to meet any specific performance goals, targets, or other metrics outlined in the PM Plan shall not constitute a breach of this Contract.

C. Modification of the PM Plan

Either party may suggest revisions to the PM Plan. The party requesting revisions to the PM Plan (the “Requesting Party”) shall submit the suggested changes in writing to the other party (the “Receiving Party”).

If additional changes are requested by the Receiving Party, then the parties shall discuss in good faith the original and subsequent modifications until an acceptable PM Plan has been developed and each party has provided the other with written acceptance of all

modifications. Upon such acceptance, the modified PM Plan shall replace all prior versions of the PM plan.

Development of the PM Plan is a Milestone set forth in the relevant section; failure to participate in the PM Plan development or modification process may constitute a breach of this Contract.

If, through analysis of the required reports and data or through conversations with the Contractor, it is determined that the program model, as described in this Contract, is not successfully or sufficiently serving the youth and young adult population as described in section IV.A., the Contractor shall work with the County to re-envision the program model, adjust the Program Activities, and make changes to the PM Plan. Such adjustments will be documented in a written amendment to this Contract signed by both parties

VI. DATA COLLECTION AND REPORTING REQUIREMENTS

- A. The Contractor shall maintain compliance with all data collection and reporting requirements stated in this Contract, and all Attachments and PM Plans.
- B. The Contractor shall participate in monthly check-ins with County staff. The frequency of check-ins may be adjusted based on program needs and the County needs to ensure program accountability and the provision of adequate support for the program.
- C. The County reserves the right to request additional supporting documentation or information, as needed, and between reporting periods. A minimum of three (3) business days' notice shall be provided to the Contractor. If the Contractor believes such notice is inadequate to prepare the report, it shall work with The County to adjust the due date for additional requested information.
- D. The meeting and reporting requirements of this Section VI shall begin on the date this SOW becomes effective.

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- E. If the Contractor provided FFA for the payment period, the Contractor shall submit a cumulative FFA tracking log, in a format provided by the County, as part of the billing cycle outlined in SECTION VII., COMPENSATION AND METHOD OF PAYMENT.

VII. COMPENSATION AND METHOD OF PAYMENT

A. Payment to the Contractor

Payment for Program Activities covered by this SOW shall be based on (1) performing program activities described in Section IV, SCOPE OF WORK and meeting the Deliverables, Milestones, and Reporting Requirements outlined above, (2) the Contractor incurring periodic costs and expenses in performing Program Activities described in SECTION IV. B: Program Activities, (3) submission of a Billing Invoice Package (BIP) further described in SECTION VII.B. below, and (4) the Contractor providing financial reports regarding budget to actuals and detail expenditures related to Program Activities as described in SECTION VII.D below.

If the Contractor does not meet the agreed upon Program Activities, Deliverables, and/or Milestones during two quarters of the Contract and/or if the Contractor fails to engage with

the County staff to make necessary adjustments in order to better serve the King County community, the County reserves the right to request specified corrective action in writing or, either before such a request is issued or if such a request is unheeded or does not produce improved engagement toward quality improvement, to reduce the Contract amount, withhold payment, or terminate this Contract in line with notice requirements in this Contract's Standard Terms and Conditions.

1. **Payment Schedule:** Upon acceptance of the Contractor's services, Deliverables, and/or achievement of Milestones, each as applicable, and receipt and acceptance of a complete and accurate BIP and any quarterly or annual reporting in a format to be provided to the Contractor by the County, DCHS shall make the following monthly payments:

Date Payment Monthly BIP		
10th of each month (July 2025 to December 2027)	\$31,333 advance payment payable at contract execution as applicable) \$30,288 per month payable from July 2025 through November 2027 \$30,315 payable for the month of December 2027 *Payments may vary based on actual expenditures reported (See Section VII. D)	<u>Invoice and</u> <u>Monthly report</u> (See Section VII. COMPENSATION AND METHOD OF PAYMENT and Section IV. SCOPE OF WORK)

2. If the County's compensation to the Contractor is more than actual expenditures to date, the County may, in its sole discretion: 1) adjust the amount of compensation in excess of actual expenditures against one or more future payment(s) (such as reducing, pausing, or skipping payment), OR 2) require that the Contractor submit a

plan stating how excess payments will be applied to program purposes (plan must be approved in writing by the County), OR 3) require the Contractor to return excess payments to the County. The County, in its sole discretion, will determine whether Contractor's actual reported expenditures are allowable. The County's decisions

regarding how excess payments by the County will be treated under this Section and Section VII.H. are final.

3. Ongoing funding for the full term of this SOW shall also be contingent on the Contractor's implementation of the program as described, continued funding availability, and other contractual requirements contained in the Contract and this SOW.

B. Billing Invoice Package (BIP)

The Contractor shall submit a complete and accurate BIP in a format provided to the Contractor by the County monthly that consists of a signed invoice statement and other reporting requirements as stated in this Contract. The BIP's accuracy must be attested to by signature of a person authorized by the Contractor or through user timestamp in the County's electronic invoicing system.

The BIP is due within 10 calendar days following the end of each month. Payment is due and shall be made once the BIP is approved by. Incomplete or inaccurate BIPs shall be returned to the Contractor for corrections and resubmission. The Contractor's obligation to submit a BIP shall not begin until after the effective date of this Contract.

The Contractor shall retain on file backup documentation for all costs paid for FFA, Incentive Payments, Stipends, and/or CVCs (including receipts, invoices, timesheets, and copies of checks) for the duration of Contractor's award plus an additional six years. This documentation must be made available upon request. The County may conduct a site visit to the Contractor's office to review and verify the foregoing records. Advance notice will be given to the Contractor in the case of fiscal audits to be conducted by the County.

C. Advance Payment:

To ensure the Contractor has sufficient funds to accomplish the initial Deliverables and performance commitments for this SOW, the Contractor may receive an advance payment upon execution of the Contract and the County's receipt of a BIP.

If the County finds that the Contractor's execution of the Deliverables and performance commitments for which Contractor has received advance payments does not meet the requirements of this Contract, the County may request reimbursement from the Contractor for the portion of the work deemed insufficient, funds that remain unspent, or expenditures that are ineligible for reimbursement or insufficiently documented.

D. Financial Reporting

The Contractor will provide quarterly actual expenditures incurred in performance of this SOW in the form of a general ledger transaction detail report from Contractor's financial system and a budget to actuals report (template shall be provided by the County) within 20 calendar days of the end of each quarter (e.g., January - March 2025 reports due no later than April 20, 2025). Reports shall demonstrate that the financial system is capable of accurately tracking expenses across different programmatic activities and funders.

of expenses.

E. Acceptance of Work

To serve the best interests of the County, the completion of each task, Program Activity, performance requirement, Deliverable, Milestone, and billable item ("Work") shall be subject to acceptance by the County. The County may withhold payment if it rejects or fails to accept a Deliverable; payment on the Contract shall not be considered acceptance of Work. If the County does not accept Work, such notice shall include the reasons for such rejection, and the Contractor shall have fourteen (14) calendar days to cure the identified deficiency(-ies).

F. Material Changes in Revenue

The Contractor shall advise the County quarterly of any material changes in revenues from sources other than the County that are used to provide the services funded under this SOW. The Contractor agrees to re-negotiate, as needed, if the County determines that such changes are substantial.

G. No Duplication/Supplanting

The Contractor shall not invoice and charge the County for incurred costs paid for by another source of funds.

H. Repayment of Funds

If the Contractor has unspent award funds on hand as of the termination date of this Contract, it shall return all unspent funds to the County within ten (10) calendar days. If any funds provided to the Contractor were used in a manner that is not consistent with or allowable as outlined in this Contract, the Contractor shall return funds to the County in the amount determined to be ineligible within ten (10) calendar days after provided notice.

VIII. SUBCONTRACTING AND EQUITY, RACIAL, AND SOCIAL JUSTICE REQUIREMENT

The Contractor shall exercise all due care and diligence and take all reasonable steps to ensure the values, conduct, and associations of any Subcontractors or third parties delivering services to participants do not conflict with the work described in this Contract, or the County's prioritization of equity, racial, and social justice.

IX. MUTUAL PROPRIETARY AND INTELLECTUAL PROPERTY

Notwithstanding SECTION 22. PROPRIETARY RIGHTS in the County DCHS Standard Terms and Conditions, the following language shall apply:

A. Intellectual Property Ownership and Rights

The parties agree that ownership of and other rights in any intellectual property created by the Contractor in the course of the conduct of research under this Contract shall be determined in accordance with the laws of the United States and the State of Washington. Except as otherwise expressly provided herein, neither party shall, by reason of this Contract or its performance, obtain any right, title, license or other interest, either expressed or implied, to the other party's intellectual property.

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B. Contractor's License

To the extent Contractor has ownership of and other rights in any intellectual property created by the Contractor in the course of this Contract, provided that the the County has otherwise performed its material obligations under this Contract, the Contractor hereby grants to the County a fully-paid, non-exclusive, royalty-free, license for the County's use, without right to sublicense, to: (i) the written reports and data delivered to the County; and (ii) the product(s) and materials produced by the Contractor during the course of performing the services identified in this Contract.

C. King County's License

To the extent the County has ownership of and other rights in any intellectual property created in the course of this Contract, provided that the Contractor has otherwise performed its material obligations under this Contract, the County hereby grants to the Contractor a fully-paid, non-exclusive, royalty-free, license for the Contractor's use, without right to sublicense, to: (i) the written reports and data delivered to the County; and (ii) the product(s) and materials produced by the Contractor during the course of performing the services identified in this Contract.

X. CONFIDENTIALITY OF INTERPRETATION/TRANSLATION

The Contractor shall maintain confidentiality of all information being interpreted/translated. The Contractor shall use information learned in interpretation/translation only for the performance of services identified in this Contract, and not for Contractor's own benefit.

XI. DCHS CONFIDENTIALITY RESPONSIBILITIES

The County shall not at any time directly or indirectly use, communicate, disclose, disseminate, or share any confidential information. The County shall take all reasonable measures to protect the secrecy of and avoid disclosure of confidential information consistent with applicable law. In the event applicable law or court order requires The County to disclose confidential information, the County shall provide Contractor with prompt written notice of such required disclosure. The County shall further comply with King County Code Chapter 2.15 in protection of citizenship and immigration status to the fullest extent allowable by law.

XII. CONTRACTOR LIABILITY IN ADDITION TO GENERAL TERMS AND CONDITIONS

In addition to SECTION 13, HOLD HARMLESS AND INDEMNIFICATION of this Contract's Standard Terms and Conditions, the Contractor shall be liable and solely responsible for the accuracy of its work performed in connection with this Contract. This includes any Deliverable or reporting inaccuracies or fraudulent claims due to the negligence of the Contractor, its Subcontractors, or agents in the performance of the services identified in this Contract.

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Attachment A

Stopping the School-to-Prison Pipeline

Service Period: 07/01/2025-12/31/2027

Program Budget

Budget Categories	TOTAL
Staff Wages and Benefits	\$414,050
Consultants (non-evaluation)	\$100,925
Subcontractors (non-evaluation)	\$0
Participant Costs	\$152,680

Operating Costs **\$155,894** Administrative Costs / Overhead **\$116,451** **TOTAL \$940,000**

10 percent discretion is allowed among budget items.

Any changes above 10 percent require approval from the County in advance. Rainier Valley

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Attachment B

Contract Timelines

Contract Requirements	Due Dates	Contract Section(s)
Advance Payment Invoice	Upon contract execution (as applicable) Section VII. C.	
Monthly Billing Invoice Package, which includes: <ol style="list-style-type: none"> 1. Completed invoice; 2. Flexible Financial Assistance (FFA) Tracking Report (as applicable); and 3. CVC tracking Log (as applicable) 	10 th business day of the following month	<ol style="list-style-type: none"> 1. Section VII. B. 2. Section VI. E. 3. Section IV. F.

<p>Quarterly financial reporting</p>	<p>October 20, 2025</p> <p>January 20, 2026 April 20, 2026 July 20, 2026 October 20, 2026</p> <p>Section VII. D.</p> <p>January 20, 2027 April 20, 2027 July 20, 2027 October 20, 2027</p>
<p>On-time completion/ submission of: Finalized PM Plan</p>	<p>December 1, 2025 Section IV. C.</p>
<p>On-time completion/submission of: Individual-level and/or aggregate level data</p>	<p>October 15, 2025</p> <p>January 15, 2026 October 15, 2026</p> <p>Section IV. D.2.</p> <p>January 15, 2027 October 15, 2027</p> <p>January 15, 2028</p>
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Coversheet

Past, Present, & Future

Section: VI. New Board Member Onboarding & Refresh
Item: A. Past, Present, & Future
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Washington State School
Directors' Association

Leading with Purpose:

A Guide for Effective School Board Members

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Introduction

Welcome to your role as a school director in Washington State! This position carries not only great responsibility but also the unique opportunity to work as a school board team to make a profound impact on the lives of students, the success of schools, and the overall well-being of your community. **As a School Director, you are at the heart of shaping the future of public education in your district. Your role ensures that every student, regardless of their background, receives a high-quality education that prepares them for success in school and life.**

School boards are tasked with establishing policies, approving budgets, and overseeing the work of the superintendent to ensure that every decision made puts students first. Your Board's actions directly influence the quality of education, the resources available to schools, and the support that staff and students receive.

The choices you make will resonate throughout the community, shaping not just the day-to-day operations of the district but also influencing the lives of students and families. **Your leadership requires thoughtful decision-making, a focus on long-term student success, and a commitment to fairness and inclusion.**

Throughout your service, you will collaborate with other board members, district staff, the superintendent, and community constituents. Working together, you will make decisions that define the educational experiences of students both now and in the future.

Together, let's embark on this transformative journey to create lasting change in our schools and communities.

Purpose of the Guide

This guide is designed to serve as a comprehensive resource for school directors throughout their journey, offering clear guidance, practical tools, and key insights. To guide your efforts effectively, this guide aligns with two critical frameworks essential for school board governance in Washington State: **framework for school board leadership** and the **Washington School Board Standards**. Together, these frameworks provide a solid foundation for your work as a School Director.



Framework for School Board Leadership:

This framework offers a roadmap for school directors, helping you excel in three key areas of responsibility — **visionary leadership, effective governance, and strategic advocacy**. It will guide you through the core responsibilities you face, from setting long-term goals and approving budgets to overseeing the superintendent and engaging with the community.



The Washington School Board Standards:

These standards emphasize best practices in governance. They focus on ensuring **high expectations for student learning**, creating **conditions for student and staff success**, maintaining **accountability**, and actively **engaging with the community**. By following these standards, you can be confident that your leadership will align with best practices for governance and support the success of your district.

The guide is not just theoretical—it is a practical tool.

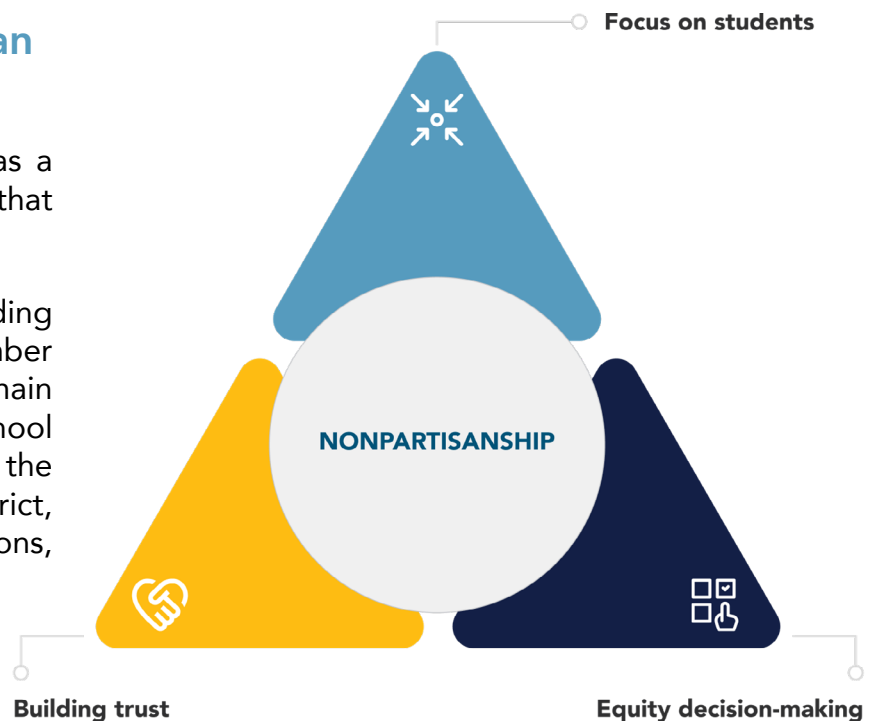


You'll find step-by-step instructions, examples, and case studies that will help you apply these frameworks to real-world challenges. From understanding legal obligations to building strong community partnerships, this guide equips you to handle the diverse responsibilities that come with being a School Director.

A Note About the Nonpartisan Nature of the Role

As a school director, you are working as a member of a five to seven person team that is responsible for shared governance.

One of the most important principles guiding your role as a school director and member of this team is the expectation to remain **nonpartisan**. Every decision your school board makes must be driven by what is in the best interest of the students and the district, not by personal beliefs, political affiliations, or outside influences.



01



Maintaining Focus on Students:

While you may have personal views or political opinions, it is crucial to leave those aside when performing your duties. As a school director, your role is to ensure equitable access to education and to advocate for the resources and policies that will help all students succeed.

02



Fairness in Decision-Making:

A nonpartisan approach is essential for promoting fairness. Your decisions should address the diverse needs of the entire student body, ensuring that no student is overlooked. Listening to a wide range of community voices helps to inform balanced and inclusive decisions.

03



Building Trust with the Community:




Acting in a nonpartisan manner fosters trust between the school board and the community. When the community knows that the board is focused solely on student success and educational outcomes, it builds credibility and confidence in the board's leadership.

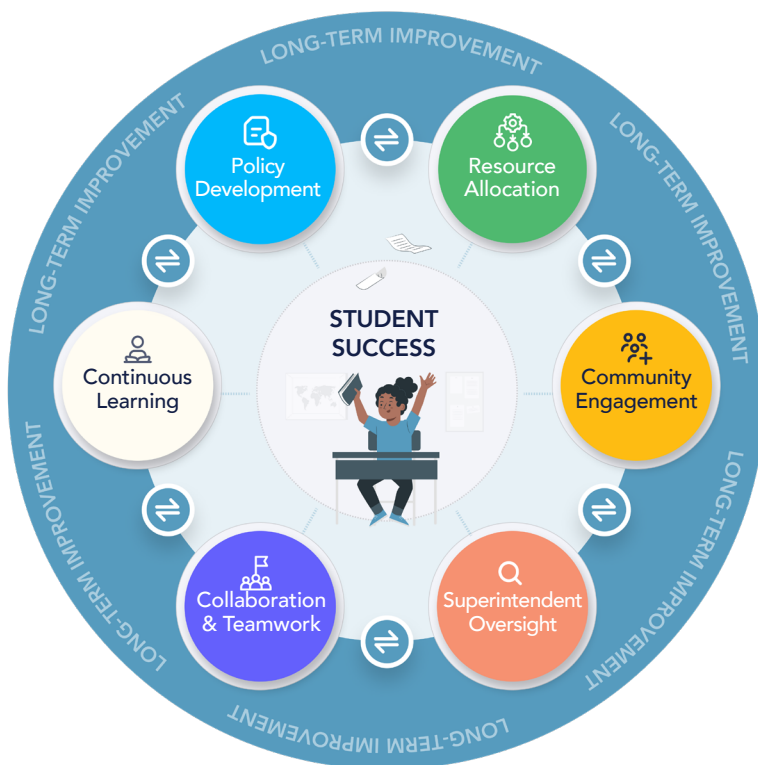
In practice, being nonpartisan doesn't mean avoiding difficult decisions. Rather, leadership decisions in a school district are so complex that the best decisions involve input from multiple parties. Some decisions may not please everyone, but when they are made with the goal of improving educational outcomes for all students, they can garner respect and support from the broader community. Staying committed to this approach helps ensure that your district provides every student with the opportunity to succeed.

The Role of a School Director

As a school director, your primary responsibility is to work collaboratively as a school board to ensure that all decisions put students first.

This means:

-  Focusing on improving learning outcomes,
-  Helping students achieve their full potential,
-  Making sure that every student, no matter where they come from, has an equal chance to succeed.



Every policy, budget decision, and action your school board takes should reflect this commitment to **inclusion** and **fairness**. For example, you might consider how decisions impact students from low-income families, students with disabilities, or underserved communities to ensure everyone has access to a quality education.

In addition, adopting a **systems thinking** approach as part of your decision-making process ensures that the interconnectedness of various elements within the district, such as policies, resource allocation, and community engagement, all align to support student success. This holistic perspective is essential for fostering long-term improvement.

Building **authentic, reciprocal relationships** with the community is also key to effective student-centered governance. Engaging with **parents, students, and other community** members ensures that their concerns and needs are reflected in your decisions. Listening and maintaining respectful communication helps build trust and makes your work as a board member more impactful. **Transparency** and **accountability** in communication further strengthen community trust, ensuring that the district remains responsive to its constituents.

Duties and Responsibilities

Your role as a school director involves working as a school board team to oversee the **big picture** of the school district. You are not involved in daily operations, but you help guide the district through these key responsibilities:



Strategic Vision for the District

The school board is responsible for establishing a clear and ambitious strategic vision that guides the district's direction. This includes setting long-term goals for student success, equity, and overall educational improvement. By collaborating with the superintendent, fellow board members, and community stakeholders, the board ensures that the strategic vision aligns with the district's mission and values. A well-defined strategic vision provides a cohesive framework for decision-making, helping the district focus on continuous progress and ensuring that all policies and initiatives are aimed at achieving the best outcomes for students and staff.



Policy Development

The school board creates and approves policies that shape the district's operations. This includes setting goals for academic achievement and ensuring the district's priorities are aligned with student success. Clear, well-structured policies provide a framework for daily decisions and long-term planning and help ensure that the district remains focused on improving outcomes for all students.



Financial Oversight

The school board reviews and approves the district's budget. Your job is to ensure that funds are allocated fairly and used to support student learning, school safety, and staff needs. Effective budgeting is about aligning financial resources with the district's goals and making sure that investments in programs and initiatives directly benefit students.



Hiring and Evaluating the Superintendent

The superintendent manages the district's day-to-day operations, but as a school board, you hold them accountable for meeting district goals. You also work with other board members to evaluate the superintendent's performance. Providing feedback and setting clear expectations helps maintain a high standard of leadership across the district.



Community Engagement

As a board member, you represent the community. You should actively listen to parents, students, and community members, and share input and feedback with the superintendent and other relevant parties, noting that daily operations are outside of your roles and responsibilities. The input from the community helps your school board team make informed decisions that reflect the needs of the district. Open forums, surveys, and regular communication channels help facilitate meaningful engagement with the community.



Collaboration with the Superintendent and Positive, Adaptive Leadership with Staff

Working well with other board members and district staff is essential. Collaboration, effective communication, and respect for differing viewpoints are crucial to building consensus and making the best decisions for the district. Research has found that a board that works together collaboratively sets a strong foundation for the entire district's success.¹

Legal and Ethical Responsibilities

As a school director you have sworn to uphold the constitutions of the US and Washington. Therefore, you must follow all laws, whether you personally agree with them or not.

Being a school director means following specific laws and adhering to ethical standards. Here's what you need to know:



Open Public Meetings Act (OPMA)

This law requires that most of your meetings are open to the public, meaning community members have the right to attend and observe the decision-making process. This promotes transparency and builds trust.



Public Records Act

You need to be aware that emails, documents, and other records related to your role as a board member may be requested by the public. It's important to keep clear records and understand that your work is subject to public scrutiny.



Ethical Standards

As a school director, you must always act in a way that benefits the students and the district. Avoid conflicts of interest, and ensure that personal or political agendas do not influence your work. Your actions should uphold the principles of integrity, fairness, and transparency, ensuring that your decisions are based solely on what will best support the educational outcomes for students.

There are many other laws that are relevant when conducting board duties. For instance, laws around [bargaining with unions](#), [due process laws for employees](#), and [privacy of students](#). Violating the laws can put the entire district at legal risk.

Part of acting ethically also involves continuous learning. As education policies and best practices evolve, you should take part in [workshops, trainings, and other learning opportunities](#). Staying informed will help you make better decisions for your district and students. Engaging in data-driven decision-making also ensures that your actions are informed by evidence and aligned with the district's goals.

¹ "Seeing the Light." Hilary LaMonte & Mary Delagardelle. American School Board Journal, August (2009)

What School Directors Should Not Do

There are clear boundaries for your role as a school director. Understanding these limits helps you focus on your key responsibilities and avoids overstepping into areas that are outside your authority:

Avoid day-to-day operations

You are not responsible for running the schools. For example, you should not be involved in decisions about hiring individual teachers, disciplining students, or deciding how a specific classroom should be managed. These operational tasks belong to the superintendent and school principals.

Do not micromanage the superintendent or staff

Your role is to guide and evaluate the superintendent, not to oversee their every move. Trust the superintendent and school staff to handle the daily management of the district. Focus instead on setting clear, student-centered expectations and evaluating their performance based on outcomes.


Avoid getting involved in personal conflicts


You should not use your position to push personal or political interests. Individual board directors do not have any legal authority. Rather, it is the board as a whole that is empowered to make decisions. So, always make decisions as a school board team based on what's best for the district as a whole.

Avoid direct involvement in staff matters


It's important to maintain the proper chain of command. Let the superintendent and school principals handle staffing decisions and employee performance.

The Role of a School Director:


DO 




Put students first




Establish and communicate a clear vision

DON'T 



Push personal or political agendas



Make decisions without a long-term plan



Use systems thinking



Build positive relationships



Develop and approve policies



Approve budgets



Oversee the superintendent



Engage the community



Collaborate with other board members



Follow legal and ethical standards



Continue learning



Get involved in daily operations



Build relationships based on control



Overstep into staff matters



Micromanage daily district expenses



Micromanage the superintendent



Neglect transparency



Dismiss differing viewpoints



Put your district at risk legally



Assume you know it all

Becoming an Effective School Director



As a school director, your role is to help the district's vision, policies, and governance in a way that best serves students and the community. Two key reference frameworks have been developed to help you navigate these responsibilities and ensure you are performing your duties effectively: the [framework for school board leadership](#) and the [Washington School Board Standards](#). These frameworks provide a roadmap for success, guiding you through the essential functions of governance and leadership.

By understanding and applying these frameworks, you'll have the tools and structure needed to make well-informed decisions, lead confidently, and foster a positive impact in your district. Together, these frameworks create a foundation for continuous improvement and excellence in school governance.

Framework for School Board Leadership

The **framework for school board leadership** is designed to help school directors excel in their roles by focusing on three core areas of responsibility: **visionary leadership**, **effective governance**, and **strategic advocacy**. These areas are essential for ensuring that the district remains student-focused, well-governed, and actively engaged with the community.



Visionary Leadership

Encourages school directors to work with fellow board members and the superintendent to create a shared vision that prioritizes student success. This includes setting clear goals for the district, creating systems to monitor progress, developing policies that promote inclusion and fairness, and ensuring that all students have access to high-quality education.



Effective Governance

Focuses on the board's role in managing the district's policies, overseeing financial decisions, and ensuring that the superintendent implements the board's goals. It emphasizes transparency, accountability, and making decisions that are always in the best interest of the students.



Strategic Advocacy

Focuses on using your role as a school directors to champion public education. This involves engaging with the community, advocating for policies and funding that support the district at the local, state, and sometimes federal level, and building strong relationships with local, state, and federal policymakers. This also involves fostering strategic partnerships with community businesses, philanthropic groups, and nonprofits to support student success.

While each of these functions outlines distinct responsibilities, the **commitments, principles, and mindsets** serve as pass-through lines, guiding your approach and behavior across all aspects of leadership. These elements influence how you perform your duties and ensure that your actions reflect the district’s mission and values.



Commitments

These are the core values, such as equity and integrity, that guide your leadership. They ensure that every decision you make is centered on fairness and student success.



Principles

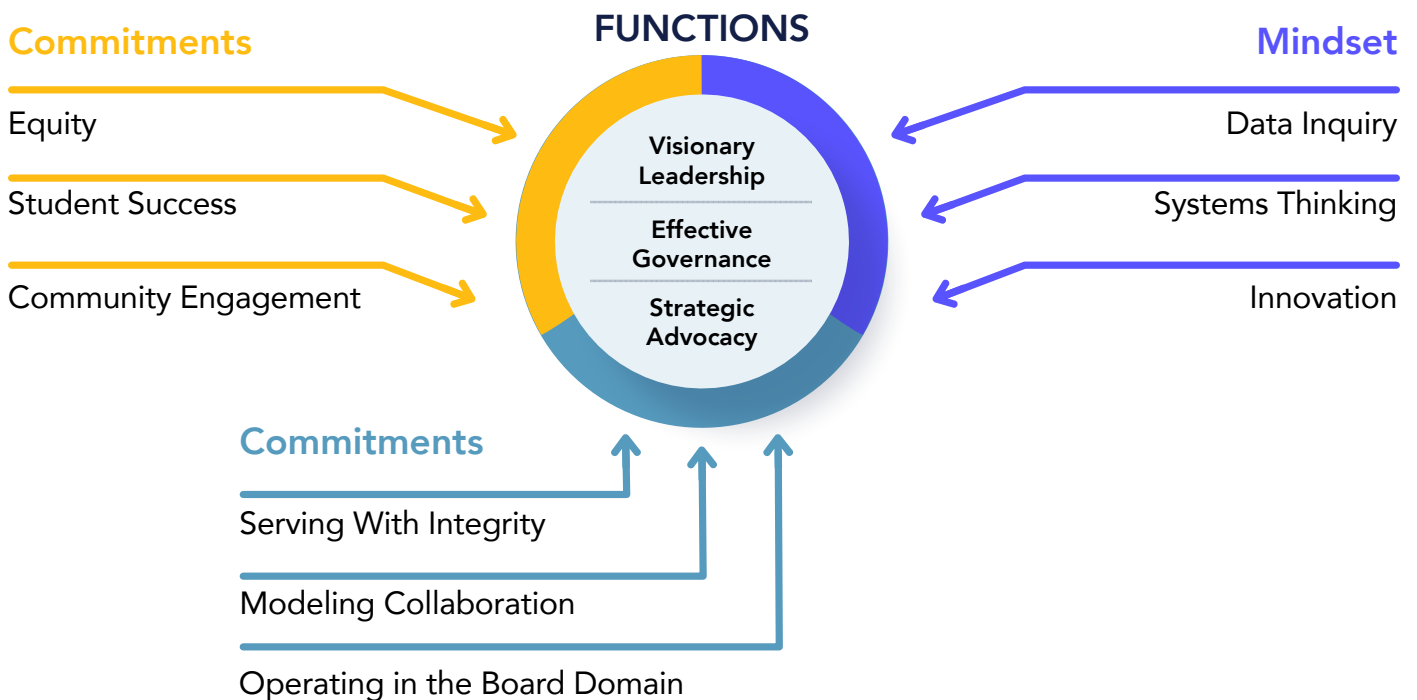
These are the ethical guidelines and collaborative practices that shape how you interact with others. Principles like transparency, inclusivity, and accountability help build trust and ensure effective governance.



Mindsets

These refer to the attitudes and approaches you bring to decision-making. Whether it’s adopting a forward-thinking or data-driven mindset, these attitudes ensure that you are focused on long-term success and continuous improvement.

Together, the **commitments, principles, and mindsets** serve as guiding forces that connect all aspects of the **framework for school board leadership**, ensuring that your leadership is thoughtful, values-driven, and strategically aligned with the district’s mission. They provide consistency in how you handle **visionary leadership, effective governance, and strategic advocacy**, ensuring that every action you take supports the district’s long-term goals for student success.



Washington School Board Standards

The **Washington School Board Standards** provide a set of benchmarks for how school directors should perform their duties to ensure effective governance and student success. These standards are aligned with the core functions of the **framework for school board leadership** and serve as a foundation for strong board leadership. While the framework for school board leadership outlines core areas of responsibility, the standards provide specific benchmarks for evaluating your governance efforts.

The standards focus on five main areas:

STANDARD 1:

Responsible School District Governance



School directors are expected to govern responsibly by setting clear policies, maintaining ethical standards, and ensuring that the board operates transparently.

STANDARD 2:

Communication of and Commitment to High Expectations for Student Learning



School directors should always prioritize high expectations for student achievement, making sure that the district's policies and goals are focused on equitable educational opportunities for all students.

STANDARD 3:

Creating Conditions District-wide for Student and Staff Success



Directors must create the right conditions for both students and staff to succeed by supporting initiatives that promote a safe, inclusive, and well-resourced learning environment.

STANDARD 4:

Holding the District Accountable for Student Learning



School directors are responsible for holding the district accountable for improving student outcomes. This includes regularly reviewing data, evaluating the superintendent's performance, and making adjustments when necessary.

STANDARD 5:

Engagement of the Community in Education



School directors should actively engage with the community to ensure that district decisions reflect the needs and values of the people they serve. This involves transparent communication, involving constituents in decision-making, and advocating for public education.

These standards align closely with the framework for school board leadership, ensuring that your governance practices are focused on leadership, advocacy, and accountability.

Creating a Framework for Excellence

By utilizing the **framework for school board leadership** and the **Washington School Board Standards**, you can develop a **framework for excellence** that guides your approach to leadership and governance. These two tools will help you stay focused on your core responsibilities while ensuring that your actions align with best practices and the district’s goals.

To create a framework for success, consider the following steps:

01

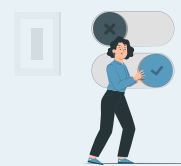


Set Clear Goals

Use the visionary leadership function to set ambitious but achievable goals for your district, ensuring they align with improving student outcomes.



02



Implement Strong Governance Practices

Focus on transparency, accountability, and ethical decision-making to ensure that your governance promotes trust and positive outcomes.



04



Continuously Improve

Use data and feedback to assess the district’s progress regularly and adjust your strategies to ensure ongoing improvement.



03



Advocate for Students

Engage with policymakers, the community, and other constituents to advocate for the resources and policies to help your district thrive.

By following these steps and relying on the guidance provided by the **framework for school board leadership** and the **Washington School Board Standards**, you will be well-equipped to lead your district toward success.

Core Functions of a School Director

Visionary Leadership

Overview of Visionary Leadership

Visionary leadership is about setting a clear and ambitious direction for student success in your district. As a school director, one of your most important roles is to **help develop a vision that focuses on high expectations for all students and clearly communicates those goals to the community**. This involves collaborating with board members, the superintendent, educators, and the community to establish shared priorities and strategies that guide the district's work. Visionary leadership ensures that everyone is aligned toward improving student outcomes and creating an environment where both students and staff can thrive.

Setting a long-term vision for the district will help you create a roadmap that guides decisions related to policies, resource allocation, and strategic initiatives. This process requires balancing the immediate needs of the district with the long-term goal of preparing students for success in school and beyond. To lead effectively, it's essential to be forward-thinking, flexible, and open to innovation while always focusing on what's best for the students.

Board standards in support of Visionary Leadership

STANDARD 2:

Communication of and commitment to high expectations for student learning

This standard highlights the importance of **establishing and promoting high expectations for student achievement**. As a school director, it's your responsibility to ensure that the district sets ambitious goals and creates strategies to achieve them.

There are two key components that can help you demonstrate and track your communicate and commit to high expectations for student learning

Goals and plans:

Setting clear, measurable goals for student learning is the first step in creating a vision for success. These goals should reflect high expectations for all students, regardless of their background or circumstances. For example, you might set goals related to improving graduation rates, closing achievement gaps, or increasing access to advanced coursework.

Once the goals are established, the next step is to develop actionable plans that outline how the district will meet these expectations. Plans may include new programs, investments in professional development for staff, or policies that promote equity in learning.

CONTINUE

STANDARD 2:

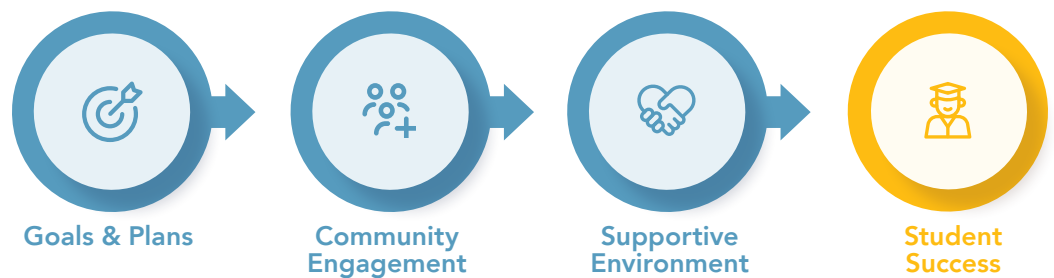
Communication of and commitment to high expectations for student learning

Remember: *The process of setting up goals and plans for the district should be done in partnership with the Superintendent - as the instructional expert/leader of the district - and should be a comprehensive process.*

Learn more about setting clear and measurable goals and plans [here](#).

Community engagement:

Engaging the community is a critical part of creating and maintaining a shared vision for learning. Community members, including parents, students, and local leaders, should be involved in shaping the district's vision. This can be done through public forums, surveys, or focus groups, where diverse voices are heard and considered.



By involving the community, you ensure that the district's goals reflect the values and needs of the people it serves. Maintaining an ongoing dialogue with the community also helps build trust and keeps everyone committed to the district's vision.

Learn more about how to effectively engage with your community to ensure a shared vision for learning [here](#).

STANDARD 3:

Creating conditions district-wide for student and staff success

Visionary leadership also involves creating an environment where both students and staff can succeed. This means supporting the development of policies and practices that promote safety, inclusivity, and equity across the district.

Creating a supportive environment:

It's essential to foster a district-wide culture that supports the well-being and success of both students and staff. This includes:

- Creating safe learning environments
- Promoting mental health resources, and
- Ensuring that every student has access to the tools they need to succeed.

CONTINUE

STANDARD 3:

Creating conditions district-wide for student and staff success







For staff, this might involve offering ongoing professional development and creating a positive working environment where educators feel valued and supported.

A supportive environment is one where students feel safe to take risks in their learning and where teachers have the resources to innovate in the classroom.

Defining indicators of success:

Successful visionary leadership is reflected in tangible outcomes. Some indicators of success may include:

 Higher graduation rates	 Improved test scores
 Reduced disciplinary issues	 Increased satisfaction among students, staff, and parents

These outcomes show that the district is moving toward its long-term goals and that the vision for student success is being realized.

Policies that promote equity are often key indicators of a supportive environment. For example, an effective equity policy might ensure that all students have access to high-quality learning materials and opportunities, regardless of their socioeconomic status or geographic location.



Practical Tools and Additional Resources for Visionary Leadership

To support school directors in visionary leadership, this section provides practical tools, strategies, and resources for fostering a supportive culture, developing effective policies, and engaging the community. These tools help school directors ensure that everyone is working toward shared goals for student success.

Reflective Questions for Policy Development

When developing policies, these reflective questions can help ensure alignment with the district's long-term goals and values:



Effectiveness Measurement:

How will the policy be evaluated for effectiveness? What benchmarks will indicate success?



Alignment with Vision:

Does this policy align with the district's long-term goals and commitment to student success?



Equity and Fairness:

Does this policy promote equity and fairness for all students, regardless of background?



Find a detailed handout on developing reflective questions for policy development [here](#).

Reflective Questions for Community Engagement

Engaging the community in creating a shared vision is essential to visionary leadership. Use these questions to guide community engagement efforts and foster inclusivity:



Inclusivity:

How can we engage all constituents, including underrepresented groups, in developing our district's vision?



Communication Strategies:

What approaches can ensure that community members understand and support the district's goals and initiatives?



Find a detailed handout on developing reflective questions for community engagement [here](#).

Recommendations for Building Consensus as a Board to Drive District Objectives

Building consensus within the board ensures alignment with the district's vision and helps drive effective decision-making:



Collaborative Decision-Making:

Encourage open discussions and respect diverse viewpoints to create consensus on key objectives.



Shared Responsibility:

Foster a team-based approach to policy decisions, where each board member feels ownership of the district's goals.



Focus on the Vision:

Keep discussions centered on long-term student success to maintain focus and drive alignment within the board.



Find a detailed handout on tips for building consensus as a board to drive district objectives [here](#).

Effectively Communicating the Vision to the Community

Communicating the board's vision effectively to the community is key for building collective support:



Create Clear Messaging:

Develop a cohesive message about the district's vision, priorities, and progress.



Use Multiple Engagement Channels:

Reach a broad audience through social media, newsletters, and community forums to foster involvement.



Maintain Transparency:

Regularly report on the alignment between district actions and the established vision, building trust and accountability with the community.



Find a detailed handout on effectively communicating the vision to the community [here](#).

Tips for Fostering Supportive Cultures

Creating a positive and inclusive culture is foundational to visionary leadership and requires intentional actions from the school board. As caretakers of the district's culture, board members must model trust, respect, and collaboration in their interactions with each other, the superintendent, and district staff. The culture of the district often reflects the behaviors and attitudes of its leadership, so maintaining professionalism and mutual respect is crucial.



Set the Tone for Respect and Trust:

Foster a culture of trust by showing respect for the expertise of the superintendent and staff, and by treating fellow board members with civility, even in the face of disagreements. The board should implement and adhere to civility policies and board operating protocol policies to establish clear expectations for behavior.



Invest in Professional Development:

Board members should engage in professional development to better understand their role in shaping the district's culture. Equipping educators with the skills to address the diverse needs of students enhances the overall inclusivity of the district. An important way to accomplish this is through providing ongoing training for staff focused on diversity, equity, and inclusive practices.



Conduct Regular Surveys:

Collect feedback from students, parents, and staff to assess the school climate and identify areas for improvement. Ensure that the surveys include questions about the board's own performance and impact on the district culture. This self-reflective approach demonstrates a commitment to continuous improvement and accountability.



Establish Well-Being Guidelines:

Implement clear policies that support the mental health and well-being of both students and staff. Providing access to resources and setting expectations for a safe and supportive environment is essential for fostering a thriving district culture.



Learn more about how to foster supportive cultures [here](#).

Apply to Leadership WSSDA



Ready to take your leadership to the next level?

Consider applying to Leadership WSSDA to deepen your understanding and effectiveness in your role. Additionally, explore our [Online Board Self-Assessment](#) tool to evaluate your board's performance and identify areas for growth. This resource provides a comprehensive framework to help your board reflect, improve, and work cohesively toward achieving district goals.



Learn more and apply today at [Leadership WSSDA](#).

Glossary of Terms for Visionary Leadership

01. Accountability Mechanisms:

Structures and processes that ensure the district remains responsible for achieving its stated goals. Accountability mechanisms may include self-assessment, superintendent evaluations, and regular progress reporting to the community.

03. Benchmarks:

Specific targets or milestones that serve as indicators of progress toward achieving long-term goals. Benchmarks are often used to evaluate student performance, program effectiveness, or policy outcomes, allowing leaders to make adjustments as needed.

02. Achievement Gaps:

Disparities in academic performance between different groups of students, typically observed between students of varying socioeconomic status, races, or ethnicities. Visionary Leadership addresses achievement gaps by setting goals and policies that promote equity and support underperforming groups.

04. Climate Surveys:

Surveys conducted to gauge the school environment, including student and staff satisfaction, inclusivity, and well-being. Climate surveys help district leaders identify areas for improvement and foster a supportive, positive culture.

05. Community Constituents:

Individuals and groups who have an interest in the success and direction of the school district. Community constituents include parents, students, teachers, local businesses, and organizations. Effective visionary leadership involves engaging these constituents in creating a shared vision.

07. Continuous Improvement:

A systematic approach to making ongoing adjustments and enhancements to policies, practices, and programs to achieve better outcomes over time. Continuous improvement is essential for adapting to changing needs and ensuring that the district's vision remains relevant and effective.

09. Diversity, Equity, and Inclusion (DEI):

Practices focused on ensuring that all individuals, regardless of background, are valued and supported. DEI principles are central to creating inclusive environments and are reflected in policies, professional development, and resources.

11. Equity Policy:

A policy designed to ensure all students, regardless of their background, have access to high-quality educational opportunities. An equity policy addresses disparities in educational outcomes by promoting fair resource distribution, inclusive practices, and targeted support for historically marginalized student groups.

13. Inclusivity:

The practice of creating an environment where all students and staff feel respected, valued, and supported. Inclusivity involves implementing policies and practices that embrace diversity and actively work to eliminate discrimination or barriers that prevent full participation.

06. Constituent Engagement:

The process of involving community members, parents, students, and other interested parties in the decision-making process. Stakeholder engagement is crucial for building a shared vision and fostering a sense of collective responsibility for student outcomes.

08. Data-Driven Decision-Making:

The practice of using quantitative and qualitative data to inform policies, assess progress, and guide improvements. In visionary leadership, data-driven decision-making is essential for tracking outcomes, identifying trends, and ensuring that goals align with measurable indicators of success.

10. Equity:

A principle of fairness in education, ensuring that every student has access to the resources, opportunities, and support they need to succeed, even if it requires different levels of assistance. Unlike equality, which provides the same resources to everyone, equity recognizes and addresses individual needs.

12. Feedback Loops:

Mechanisms for gathering input from constituents, monitoring progress, and making adjustments based on real-time information. Feedback loops allow school directors to stay responsive to community needs and align ongoing initiatives with the district's vision.

14. Multi-Tiered Systems of Support (MTSS):

A framework that provides different levels of support based on student needs, integrating academic, behavioral, and social-emotional interventions. MTSS helps ensure that students receive appropriate resources to succeed, regardless of their starting points or challenges.

15. Performance Indicators:

Quantitative metrics used to measure progress toward strategic goals. Performance indicators in the education context may include graduation rates, attendance rates, standardized test scores, and other indicators of student success and district performance.

17. Reflective Practice:

The process of continuously evaluating and assessing one's actions, decisions, and strategies to foster improvement. Reflective practice is a key component of visionary leadership, allowing leaders to refine their approach based on feedback, data, and evolving needs.

19. School Climate:

The overall atmosphere and sense of inclusivity, safety, and support within the school environment. Positive school climate is foundational to effective teaching, learning, and community engagement.

21. Strategic Plan:

A comprehensive roadmap that outlines how the district intends to achieve its vision over time. The strategic plan includes specific goals, actionable steps, timelines, and resource allocations that align with the district's long-term objectives for student success.

23. Systems Thinking:

An approach to problem-solving that considers the interconnectedness of various district elements, such as policies, resources, and community engagement. Systems thinking in visionary leadership ensures that decisions consider the broader impact on the entire district ecosystem.

16. Professional Development Plans:

Structured, ongoing plans designed to enhance the skills, knowledge, and competencies of educators and staff. Professional development plans typically include workshops, courses, and other learning opportunities that support teachers in delivering high-quality instruction and adapting to diverse student needs.

18. Reflective Questions:

Guiding questions that encourage critical thinking and evaluation of decisions, policies, or strategies. Reflective questions in policy development or community engagement help ensure that actions align with the district's long-term vision and promote equity.

20. SMART Goals:

An acronym for Specific, Measurable, Achievable, Relevant, and Time-bound goals. SMART Goals help school directors create clear, actionable, and trackable objectives that align with the district's vision and strategic priorities.

22. Student-Centered Governance:

A governance approach focused on making decisions and policies that prioritize student needs and outcomes. Student-centered governance requires that all actions taken by the board, including budget decisions and policy development, are aimed at enhancing the educational experience and success of students.

24. Vision Statement:




A clear and concise declaration of the district's long-term goals and aspirations, typically focused on student achievement, equity, and community well-being. The vision statement serves as a guiding star, helping to align decisions and actions with overarching district priorities.

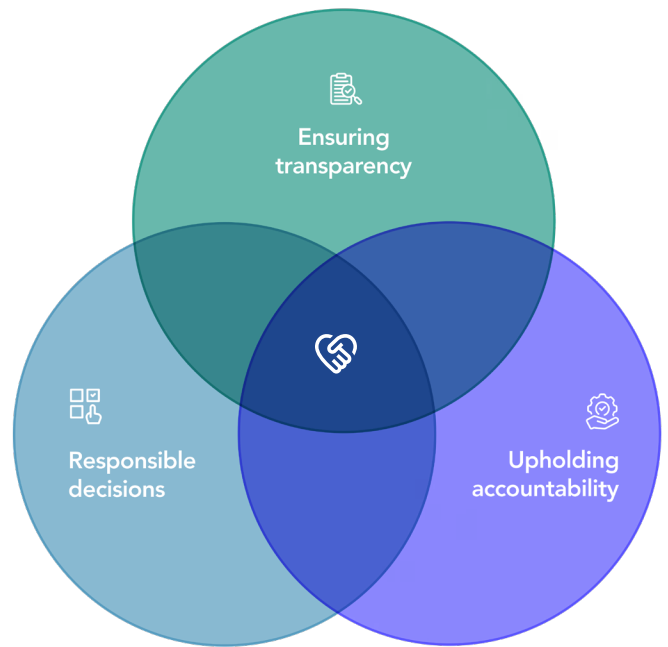
Effective Governance

Overview of Effective Governance

Effective governance is about understanding and executing the board’s role in making responsible decisions, upholding accountability, and ensuring transparency in district operations.

As a school director, you are responsible for:

-  Manage the district's policies
-  Oversee financial decisions
-  Ensure that the superintendent effectively implements the board’s vision



You are responsible for setting the district’s long-term direction while **maintaining fairness, respect, and responsibility in governance**. By upholding these principles, you help ensure that all actions taken by the board align with the best interests of students and the community.

Effective governance also means **regularly assessing whether the district’s goals are being met, ensuring that financial resources are used efficiently, and evaluating the performance of the superintendent and district leadership**. Clear governance helps **build trust with the community** and ensures that the **district operates with integrity**.

Board Standards in support of Effective Governance



STANDARD 1:

Responsible School District Governance

This standard emphasizes the **importance of conducting board and district business in a fair, respectful, and responsible manner**. The board must work collaboratively and uphold high ethical standards to create a positive environment that benefits students, staff, and the community.

Governance Practices:

Responsible governance means conducting business openly and fairly. This includes:

		
Adhering to ethical guidelines	Following established policies	Ensuring all board activities are transparent




CONTINUE

STANDARD 1:

Responsible
School District
Governance

The board should always be mindful of the Open Public Meetings Act (OPMA), which requires that meetings be accessible to the public to promote transparency and accountability. For more information and training on OPMA, consider utilizing resources such as the [Open Government Training](#) provided by the Office of the Attorney General or WSSDA's [OPMA publication](#) to ensure compliance and best practices in open governance.

Examples of Responsible Governance:

-  Regularly reviewing and updating policies to reflect current educational standards and community needs.
-  Ensuring that decisions are based on data and best practices, rather than personal or political interests.
-  Maintaining clear communication between the board, superintendent, and community constituents.

 Learn more about responsible governance [here](#).

Strategic Planning:

Strategic planning involves setting long-term goals that align with student success, fiscal responsibility, and community needs. For example, the board might set goals related to closing achievement gaps or improving graduation rates while ensuring the district's financial health remains strong.

We have created a simplified handout to help you navigate the basics of strategic planning. You can access it [here](#).

Accountability Mechanisms:

To ensure responsible governance, mechanisms for self-assessment and performance evaluations are essential. This involves conducting regular evaluations of the superintendent and reviewing district performance data to ensure progress toward the district's goals.

Learn more about accountability mechanisms to ensure responsible governance [here](#).



STANDARD 3 :

Creating Conditions District-Wide for Student and Staff Success

Effective governance involves creating a district-wide culture that supports student and staff success. School directors are responsible for developing policies that promote inclusivity, equity, and safety across all schools. Ensuring these policies align with the district's goals and are regularly reviewed is critical for fostering a supportive environment.

Governance for a Supportive Environment:

Establish policies that promote safe, inclusive, and equitable learning environments. For example, an equity policy ensures all students have equal access to educational opportunities. Supporting professional development plans for staff fosters a growth-oriented environment and improves education quality.



Learn more about how governance can help you create a supportive environment for learning [here](#).

Indicators of Governance Success:

Effective governance requires understanding and using performance Indicators to measure district progress toward goals such as student achievement, reduced absenteeism, or increased staff retention. However, interpreting these indicators thoughtfully is crucial. School directors should develop skills in reading data critically—understanding how sample sizes and selection impact results, distinguishing between correlation and causation, and being aware of potential data biases or skewing.

Stay tuned for upcoming OnBoard training sessions that will provide in-depth guidance on data literacy and effective data use in governance.

**STANDARD 4:**

Holding the District Accountable for Student Learning

One of the board's most important responsibilities is to hold the district accountable for improving student outcomes. This involves regularly reviewing data and assessing whether the district is meeting its goals.

Continuous Improvement:

Regular reviews of student performance data ensure progress toward achievement goals. Discussions with the superintendent identify areas for improvement and help refine strategies.

Evaluation Practices:

Evaluating the superintendent's performance ensures accountability. This should include a standardized process based on clear goals and district outcomes.



Learn more about accountability mechanisms to ensure governance success [here](#).



Effective Governance Through a Collaborative Board-Superintendent Team

Effective governance requires collaboration between the School Board and the superintendent. This team approach is essential for setting the district's vision, implementing policies, and ensuring the district operates efficiently.

Understanding the concept of the Governance Team

The governance team consists of the school board and superintendent, who work together to ensure effective district functioning.

The governance team operates across three interconnected levels—strategic, tactical, and operational—to ensure cohesive and effective district leadership. At the strategic level, the school board sets the district's overarching vision by establishing long-term goals, policies, and priorities that guide decision-making and resource allocation. The board's focus on strategy helps create a clear direction for the district, shaping the goals that prioritize student success, equity, and community engagement. By taking a broad view of district needs, the board anchors its work in principles that will support sustained growth and improvement.

At the tactical level, the superintendent serves as the bridge between the board's vision and the district's day-to-day operations. The superintendent translates these strategic goals into actionable plans, ensuring that policies are implemented effectively and that district activities align with the board's objectives. Operational tasks are carried out by district staff, who handle the daily execution of the superintendent's plans. Teachers, administrators, and support staff bring these plans to life by directly supporting students, managing resources, and maintaining the district's essential services. Through this coordinated effort across all levels, the governance team creates a system where strategic decisions flow seamlessly into daily operations, driving district-wide success and supporting the board's long-term vision.



TEAM MEMBER RESPONSIBILITIES



SUPERINTENDENT

Responsibilities:

- Manages district operations
- Implements board policies
- Serves as an advisor to the board



SCHOOL BOARD MEMBERS

Responsibilities:

- Set policies
- Approve budgets
- Evaluate the superintendent



BOARD PRESIDENT

Responsibilities:

- Leads the board
- Manages meetings
- Acts as a liaison with the superintendent.



VICE PRESIDENT

Responsibilities:

- Supports the president
- Maintains a productive board environment.



LEGISLATIVE REPRESENTATIVE

Responsibilities:

- Advocates for the district at local, state and federal levels
- Informs the board of legislative issues.

SKILLS FOR COLLABORATION



Active Listening

Understand diverse perspectives before making decisions.



Open Communication

Ensure transparency and build trust with regular information sharing.



Consensus-Building

Work toward unified decisions that reflect the board's collective input.



Shared Responsibility

Distribute workload and leverage each member's strengths.



Trust-Building

Develop mutual trust through consistent communication and a shared commitment to the district's vision.

By fostering a collaborative board-superintendent relationship, you can effectively address challenges and meet the district's goals. Shared responsibilities, open communication, and consensus-building are essential to the governance team's success, benefiting both the district and its students.

Practical Tools and Additional Resources For Effective Governance

Self Assessment Questions

When conducting self-assessments, these questions can help the board evaluate its progress in meeting strategic goals and ensuring resources are aligned with district priorities:



Meeting Strategic Goals:

Are we effectively meeting our district's long-term goals for improving student achievement? What specific data or indicators reflect our progress?



Resource Allocation:

Are we using district resources efficiently to support student learning and success? How can we improve resource distribution to better align with student needs?



Impact on Student Success:

How are our governance decisions contributing to measurable improvements in student outcomes? What adjustments can we make to enhance our effectiveness?



Find a detailed handout on conducting self-assessments for effective governance [here](#).

Effective Meeting Checklist

When preparing for and conducting meetings, a detailed checklist can help ensure that discussions are productive and aligned with the district's priorities:



Agenda Alignment:

Does the meeting agenda reflect our board's strategic priorities and goals? Are we focusing on the most pressing issues that impact student success?



Productive Discussions:

Are we fostering open, respectful, and solution-oriented discussions? Are all board members given the opportunity to contribute their perspectives?



Decision-Making:

Are we using data and evidence to inform our decisions? Are we clear on the next steps and action items following each discussion?



Find a detailed effective meeting checklist for school board governance [here](#).

Processes for Communicating with the Community

Clear and consistent communication channels help keep all constituents informed about the district's progress, challenges, and initiatives.



Regular Updates:

Are we providing timely updates on key decisions, progress toward goals, and district challenges through newsletters, meetings, or digital platforms?



Two-Way Communication:

Do our communication processes allow for stakeholder input and feedback? Are we creating opportunities for meaningful engagement through surveys, forums, and open meetings?



Transparency:

Are we ensuring that our communications are transparent, providing clear information on both successes and areas where improvement is needed?



Find a detailed handout on effective processes for communicating with the community [here](#).

Consensus-Building

Building consensus within the board is critical to ensure alignment with the district's vision and to facilitate effective decision-making. Here are some key strategies:



Collaborative Decision-Making:

Encourage open discussions and respect for diverse viewpoints to create agreement on important objectives.



Shared Responsibility:

Promote a team-based approach to policy decisions, making sure each board member feels a sense of ownership and accountability for the district's goals.



Focus on the Vision:

Keep discussions centered on long-term student success, ensuring that the board remains aligned and purpose-driven.

These strategies are explored in greater detail in the earlier section titled [Recommendations for Building Consensus as a Board to Drive District Objectives](#). Refer to that section and the accompanying handout for a comprehensive guide on implementing these practices effectively.

Effective Financial Oversight

Effective financial oversight is essential for ensuring the district's financial stability and aligning resources with educational goals.



Financial Stability:

Are we regularly reviewing budgets and financial reports to ensure that district funds are being managed responsibly? Are we making informed decisions that prioritize both short-term needs and long-term sustainability?



Learning Opportunities:

Have we participated in OnBoard financial learning experiences to deepen our understanding of budgeting, resource allocation, and fiscal responsibility? Are we using this knowledge to make better-informed financial decisions?



Budget Alignment:

Are district expenditures aligned with strategic goals, such as improving student outcomes and supporting staff? Are we ensuring that resources are used efficiently to support the district's mission?



Find a detailed handout on effective financial oversight and available financial learning experiences [here](#).

Policy Development Checklist

Using a comprehensive checklist for policy development ensures that every policy aligns with the district's strategic goals, promotes fairness and inclusivity, and adheres to legal requirements. Below are key questions to guide the policy development process:

- 01 Alignment with District Goals:**

Does the policy directly support the district's strategic priorities, such as improving student achievement, fostering staff development, or enhancing community engagement?
- 02 Promotion of Fairness and Inclusivity:**

Does this policy promote equitable access to resources and opportunities for all students, addressing potential disparities across the district?
- 03 Policy Legal Compliance:**

Does the policy comply with all relevant state and federal laws, as well as district regulations? Have legal counsel or relevant experts reviewed it to ensure compliance?

04 Review WSSDA Model Policies:

If your district subscribes to WSSDA's Policy Services, have you reviewed the corresponding WSSDA model policy for best practices and guidance? If your district does not currently subscribe, consider subscribing to access comprehensive model policies and policy support. Learn more about WSSDA's Policy Services [here](#).

05 Clear Implementation Strategies:

Does the policy have a detailed plan for implementation, including roles, timelines, and accountability measures?

 Find a detailed policy development checklist [here](#).

Sample Questions for Governance Discussions

These sample questions can guide board discussions to ensure policies are comprehensive, inclusive, and aligned with district priorities.



Support for a Safe and Inclusive Environment:

- How does this policy contribute to creating a safe, inclusive environment for students and staff?
- Does it address the needs of all students, including those from marginalized groups?



Resources for Professional Development:

- Are there adequate resources allocated for professional development to help staff effectively implement this policy?
- How will ongoing training support the success of this initiative?



Measurable Impact:

- How will the success of this policy be measured?
- What performance indicators will we track to ensure it achieves the desired outcomes?

The Basics of School Law

[This guide](#) introduces school directors to legal topics they may encounter in their board service. The legal topics covered range from employer/employee issues to student rights. Understanding school law helps members fulfill their role on the board.

Avoiding Conflicts of Interest

Reviews basic conflict of interest issues, with emphasis on structuring district policies and board practices to comply with state law when board members or superintendents have an ongoing personal financial interest in their district's operations.



Download it [here](#).

Open Public Meetings

Focuses on provisions of Washington's Open Public Meetings Act, and addresses other legal requirements and nonlegal issues surrounding effective and responsible public meetings.



Download it [here](#).

Glossary of Terms for Effective Governance:

01. Benchmarks:

Specific targets or milestones used to measure progress toward long-term goals. Benchmarks are often set for key areas such as student achievement or staff development and serve as indicators of success.

03. Continuous Improvement:

An ongoing process in which the district regularly assesses its performance and implements changes to improve outcomes, particularly in student achievement and school operations.

05. Data-Driven Decision-Making:

The practice of using data, such as student performance metrics and financial reports, to inform decisions. This approach ensures that policies and strategies are evidence-based and focused on measurable outcomes.

07. Ethical Decision-Making:

The process of making decisions that adhere to established ethical standards and prioritize fairness, transparency, and the best interests of students.

02. Conflict of Interest:

A situation in which a board member's personal, financial, or other interests could interfere with their ability to make unbiased decisions in the best interest of the district. Board members are required to disclose any conflicts and, when necessary, recuse themselves from relevant decisions.

04. Consensus-Building:

A collaborative decision-making process in which board members work together to reach agreement on policies and actions. Consensus-Building emphasizes respect for diverse viewpoints and shared responsibility for district outcomes.

06. Equity Policy:

A policy designed to ensure that all students, regardless of their background, have access to the same high-quality educational opportunities. It addresses disparities in educational outcomes and resource allocation, aiming to promote fairness and inclusivity.

08. Fiscal Responsibility:

The board's obligation to manage district resources effectively and sustainably, ensuring that financial decisions support student achievement and align with district goals. Fiscal responsibility also includes maintaining transparency in budgeting and expenditures.

09. Governance Practices:

The policies and procedures that guide the board's operations and decision-making processes to ensure fairness, transparency, and accountability in district leadership.

11. Performance Evaluation:

The process of assessing the effectiveness of individuals or programs within the district. For example, evaluating the superintendent's performance or assessing the success of a specific educational program based on predefined criteria.

13. Policy Adherence:

The practice of following the board's established policies when making decisions, ensuring consistency and accountability in governance.

15. Professional Learning Communities (PLCs):

Collaborative groups of educators who work together to share best practices, analyze student performance data, and develop strategies to improve teaching and learning outcomes.

17. Safe School Environment:

A learning environment where students feel physically and emotionally safe, free from violence, bullying, or harassment, and where safety policies are consistently enforced.

19. Self-Assessment:

An internal evaluation conducted by the board to assess its own effectiveness in governance, decision-making, and fulfilling its responsibilities. Self-assessments help boards identify areas for improvement and maintain accountability.

10. Open Public Meetings Act (OPMA):

A law that ensures public access to board meetings, promoting transparency and accountability by requiring that meetings be open to the public, except for specific legal exemptions (e.g., personnel issues or litigation).

12. Performance Indicators:

Quantitative metrics used to measure the success of a district in key areas such as student achievement, attendance rates, graduation rates, staff performance, and other indicators of progress. Performance indicators provide a clear way to assess the district's effectiveness and alignment with its goals.

14. Professional Development Plans:

Structured plans that provide ongoing learning and training opportunities for educators and staff, aimed at improving instructional quality, leadership capacity, and support for student success.

16. Progress Monitoring:

A systematic process for tracking the progress of students, staff, or programs toward established goals, typically using data and regular assessments to adjust strategies as needed.

18. School Climate:

The overall atmosphere of the school, including the quality of relationships between students, staff, and the community, as well as the safety, inclusivity, and supportiveness of the learning environment.

20. Stakeholder Engagement:

Involvement of key groups such as parents, students, staff, and community members in the decision-making process. Engaging constituents ensures that board decisions reflect the needs and values of the community.

21. Staff Retention:

The ability of a district to retain its teaching and administrative staff over time. High staff retention is often a sign of a supportive and effective work environment, while low retention may indicate problems with staff satisfaction or district leadership.

23. Student Support Services:

Programs and resources provided to assist students in overcoming academic, behavioral, or emotional challenges, helping them achieve success in school. Examples include counseling, tutoring, and special education services.

25. Transparency:

The principle of openly sharing information with the public, including decisions made by the board, financial reports, and progress toward district goals. Transparency builds trust and accountability between the district and the community.

22. Strategic Planning:

A process through which the board sets long-term goals, defines priorities, and outlines the necessary steps to achieve the district's vision for student success. Strategic planning typically involves aligning resources, policies, and community input.

24. Superintendent Evaluation:

A formal review process used by the board to assess the superintendent's performance in managing the district, implementing board policies, and achieving district goals. This evaluation often includes feedback from constituents and is based on specific performance criteria.


Strategic Advocacy

Overview of Strategic Advocacy

Strategic advocacy refers to the proactive role that School Directors play in advocating for public education at all levels—local, state, and federal. This involves representing the interests of your district, engaging with community members, and working with policymakers to ensure that the needs of students and schools are met. Strategic advocacy is more than addressing immediate issues; it aligns advocacy efforts with the district's long-term goals and vision for student success, a concept we define as **vision-aligned advocacy**.

Vision-aligned advocacy means that every advocacy action should support your school district's overarching vision. Whether it's securing funding, influencing educational policies, or creating partnerships, your advocacy should always align with the district's mission to provide equitable and high-quality education to all students.

Advocating for your school district is important all year long, not just during the legislative session. Building strong relationships with lawmakers takes time and continuous effort. By staying in touch with them throughout the year, you keep education issues at the forefront of their minds. Year-round advocacy ensures that when important decisions are made, your district's needs are considered.

 *Staying informed about current issues and being ready to act when opportunities arise makes you a more effective advocate. It's easier to influence decisions when you have established a presence and a voice that lawmakers recognize and respect. To stay informed, utilize resources such as [WSSDA's updates, newsletters, and legislative tracking tools](#). Engage with other educational organizations and subscribe to relevant news outlets to keep apprised of developments.*

Through strategic and vision-aligned advocacy, school directors can have a lasting impact, shaping policies and decisions that benefit both the district and the broader community.



Board Standards in support of Strategic Advocacy

STANDARD 5:


Engagement of the Community in Education

Effective advocacy starts with building strong relationships within your community. Standard 5 of the Washington School Board Standards highlights the importance of engaging the community in education, as it is key to understanding and addressing the needs of students and families. To be an effective advocate, you must be in tune with what your community values and needs.

Building Relationships:

-  School Directors are encouraged to work closely with families, teachers, community members, and local organizations to create a shared commitment to student success. Collaborating with the community allows the board to gather diverse perspectives and insights that help inform decisions.
-  By fostering these relationships, you help build trust and ensure that the district is responsive to the community's educational priorities. In return, the community becomes more supportive of the district's goals and advocacy efforts. Inviting legislators to visit schools and attend events helps strengthen these relationships and keeps education on their radar.

Transparency and Accessibility:

-  Advocacy is more effective when it is based on transparency and open communication. School directors should ensure that the public has **accessible channels to provide input** on educational issues. This means holding open meetings, encouraging community participation, and making information about board decisions easily available.

CONTINUE

STANDARD 5:

Engagement of
the Community in
Education

- The more transparent and accessible the board is, the more likely the community is to trust and support its advocacy efforts. Regular communication about the district's needs and progress builds a foundation for collaborative advocacy. The **Legislative Session** is a crucial time for sharing updates with the community about advocacy efforts, and keeping them informed builds support for the district's positions.

Advocacy Actions:

- Advocacy involves working at different levels—local, state, and federal—to influence decisions that affect the district. Effective strategies for **legislative advocacy** include:

**Building relationships with policymakers:**

Establish connections with local legislators and education officials. Regular communication ensures they understand the needs of your district.

**Advocating for funding and policy changes:**

Use data and real-life stories from your district to support requests for adequate school funding, policy adjustments, or new educational initiatives. Share these stories year-round, particularly during the interim between legislative sessions, as this is a critical time to engage with legislators.

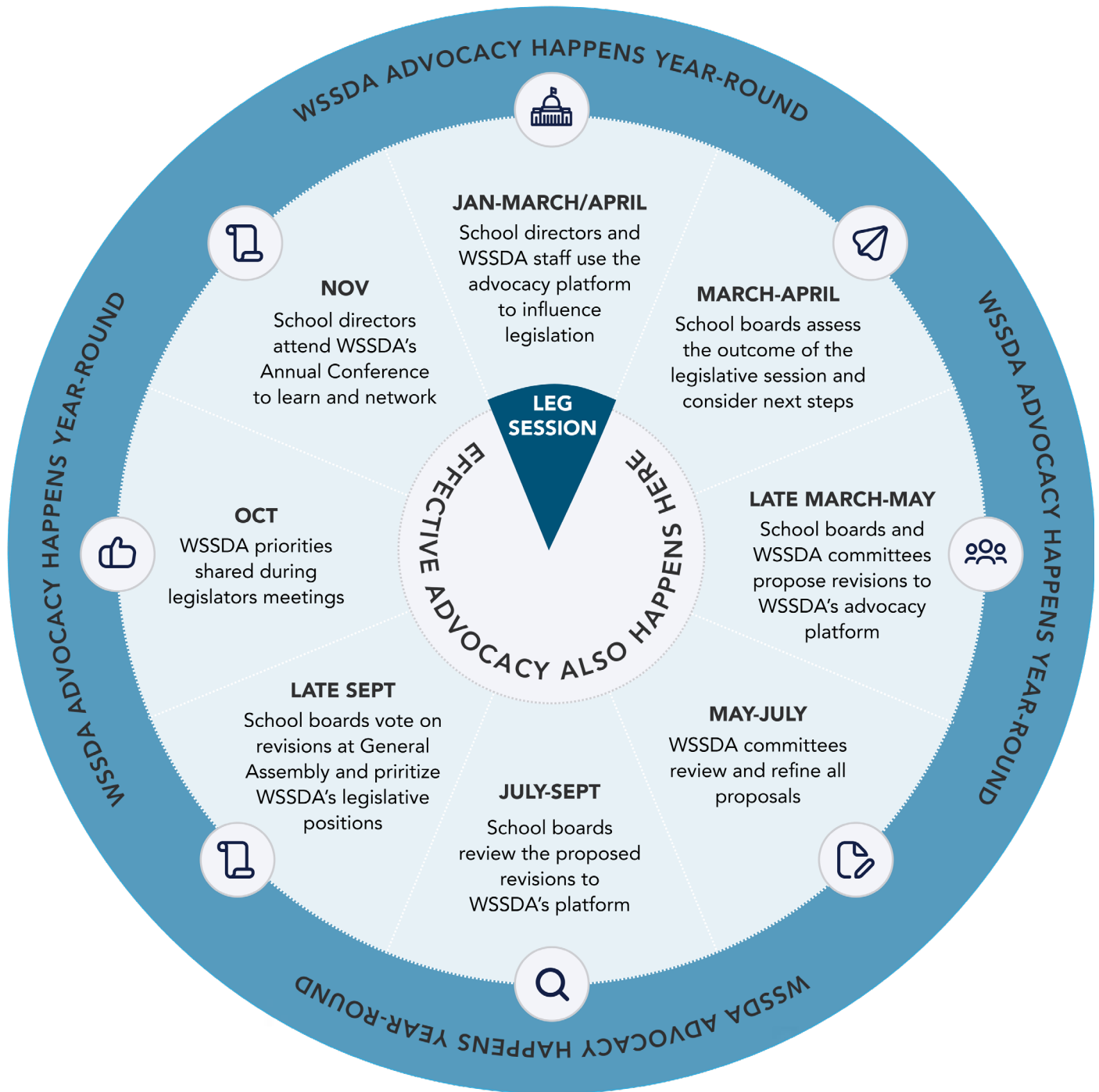
**Engaging with constituents:**

Collaborate with community groups, local businesses, parents, family members, and educational organizations to present a united front when advocating for the district.

**Practical Tools and Additional Resources**

WSSDA provides a variety of practical tools and resources designed to help school directors engage effectively in advocacy, streamline their efforts, and maximize their impact.

Year-Round Advocacy Calendar



WSSDA offers a **year-round advocacy calendar**, which outlines key activities and engagement opportunities throughout the legislative cycle. From tracking legislation to engaging with legislators during the interim, this calendar helps you stay on top of advocacy actions at the right times.

Ultimately, **effective advocacy occurs year-round and prioritizes relationship-building.**

NOV	Pre-Session 01	 Research and Preparation Review WSSDA's legislative positions and priorities. Familiarize yourself with the legislative calendar and key dates.	 Contact Legislators Schedule introductory meetings or calls with your local legislators to discuss upcoming session priorities.	 Community Engagement Gather input from your school board and community on key issues and priorities.	
DEC		JAN	Early Session 02	 Bill Monitoring Start tracking bills that affect education and your district's priorities. Utilize WSSDA's Bill Watch List for updates.	 Committee Hearings Attend or monitor key committee hearings. Prepare to provide testimony if necessary.
FEB	MAR	Mid-Session 03		 Advocacy Push Intensify your advocacy efforts as bills move through committees. Contact legislators to support or oppose key legislation.	 Attend Events Participate in WSSDA's Legislative Conference and Day on the Hill.
APR	MAY		Late Session 04	 Final Advocacy Efforts Focus on the final push for key bills. Continue to engage with legislators and provide any last-minute testimony or support.	
JUN	JUL	Post-Session 05		 Reflect and Plan Review the successes and challenges of the past session. Start planning for the next session.	 Continuous Engagement Maintain relationships with legislators and continue to engage with your community on ongoing advocacy efforts.
OCT					

Washington Public School Funding FAQs

The Washington school funding system is complex, and many previous attempts to explain it are lengthy and time-consuming to read. WSSDA designed this resource to answer some of the most common questions in a simple, accessible, and easy-to-navigate way. Inside this 32-page booklet, you'll find answers to 36 frequently asked questions. The booklet also has colorful, explanatory graphics that you can use as stand-alone resources for distribution

 Download it [here](#).


Parliamentary Procedure

This guide introduces board members to the basics of parliamentary procedure found in Robert's Rules. It also addresses topics that school boards will most commonly encounter during their meetings.

 Download it [here](#).


Establishing Legislative Priorities

This handout provides a guide for school boards to engage in WSSDA's legislative process. It outlines steps for reviewing existing platforms, submitting proposals, and participating in the General Assembly. Boards are encouraged to align legislative priorities with local needs, using data and input from students, staff, and the community. The guide also emphasizes collaboration with neighboring districts and active communication with legislators to support key priorities.

 Access it [here](#).


Public Speaking and Presentation Skills Guide for Legislative Representatives

Public speaking and presentation skills are crucial for effectively communicating your district's needs and priorities. This guide offers key strategies to help you articulate your message with confidence and clarity.

 You can access the guide [here](#).


Legislative Representative (Leg Rep) Toolkit

WSSDA's Legislative Representative Toolkit offers step-by-step guidance on how to engage in legislative advocacy. This includes templates for writing letters to legislators, organizing advocacy campaigns, and understanding the legislative process.

 The toolkit and other advocacy resources are available [here](#).

Conflict Resolution Techniques

As a legislative representative, handling conflicts and difficult conversations is an integral part of your role. Navigating these situations effectively requires patience, skill, and the right techniques.

 This guide provides practical strategies to help you manage conflicts with confidence and grace. Learn more [here](#).

Handling Political and Partisan Issues Constructively

School directors and legislative representatives play a crucial role in advocating for their school districts. However, political and partisan issues can often complicate these efforts.

[This guide](#) offers strategies and tools to help you navigate these challenges constructively, ensuring that your focus remains on the best interests of your students and schools.

Advocacy Learning and Engagement Opportunities

WSSDA offers ongoing [training and learning opportunities](#) for School Directors who want to deepen their understanding of advocacy. These include webinars, annual conferences, and workshops where you can learn from experts, network with other directors, and develop skills in strategic advocacy.

Glossary of Terms for Strategic Advocacy:

01. Appropriation:

The allocation of specific funds by a legislative body for a particular purpose. In the context of education, appropriations are often discussed in relation to funding school programs, building projects, or specific initiatives.

03. Community Engagement:

A strategy for involving local constituents such as parents, students, and community members in the decision-making processes of the school district. Effective community engagement ensures that district goals align with the values and needs of the broader community.

05. Funding Formula:

The method used to calculate how much financial support a school district receives from state or federal governments. The funding formula typically takes into account factors like student enrollment, local property values, and specific educational needs.

02. Bond:

A form of long-term financing used by school districts to fund major capital projects, such as building new schools or renovating existing ones. Bonds must be repaid over time, often through property tax levies approved by voters.

04. Equity Policy:

A policy aimed at providing fair and equitable access to education for all students, regardless of background. This type of policy addresses disparities in resources, opportunities, and outcomes to support underrepresented or disadvantaged student groups.

06. Levy:

A local property tax imposed by a school district to raise additional funds for operational or capital expenses. Levies are typically approved by local voters and can be used to supplement state and federal education funding.

07. Legislative Advocacy:

The process of influencing public policy and legislation to align with the needs and goals of the school district. This includes working with lawmakers, testifying on bills, and participating in the development of education-related policies.

09. Legislative Session:

A period during which a legislative body, such as the state legislature, is convened to debate and pass laws. School boards often participate by advocating for education funding or policy changes during these sessions.

11. Policy Proposal:

A formal suggestion for a new policy or modification of an existing policy, typically submitted to decision-making bodies like school boards or legislative assemblies for review and approval.

13. Public Records Act:

A state law requiring that public records, including documents and communications related to school district activities, are accessible to the public. This law ensures transparency and accountability in governance.

14. School Construction Assistance Program (SCAP):

A state program that helps districts with the construction and renovation of school facilities. SCAP funds are typically awarded based on district need and capacity, providing resources for large-scale building projects.

08. Legislative Representative:

A designated member of the school board responsible for leading the district's legislative advocacy efforts. The legislative representative serves as the liaison between the school district and lawmakers, ensuring that the district's priorities are communicated to local, state, and federal legislators. This role involves tracking legislative developments, organizing advocacy efforts, and reporting back to the board on legislative activities and opportunities for engagement.

10. Local Effort Assistance (LEA):

A state funding program that provides additional resources to districts with lower property values to ensure equitable education funding across all districts. LEA funding helps districts with limited property tax revenue meet educational needs.

12. Prototypical Funding Model:

The prototypical school funding model in Washington State is a system that determines how much money schools get based on student enrollment and specific categories. The funding model came from translating past district funding practices. It is mainly funded through state allocations based on enrollment numbers and staff position categories.

14. Regionalization Factor:

A method used in Washington to adjust school funding based on the cost of living in different areas. Higher-cost regions may receive additional funds to ensure equitable compensation for staff and resources across districts.

15. Stakeholder:

Any individual or group with an interest in the outcomes of the school district. Stakeholders may include parents, students, teachers, staff, local business leaders, and elected officials.

16. Strategic Advocacy:

The focused and deliberate efforts by school boards to influence public policy, secure resources, and shape legislation that aligns with the district's goals and needs. Strategic advocacy involves long-term planning, building relationships with policymakers, and mobilizing community support to ensure that the district's interests are well-represented at local, state, and federal levels.

17. Transparency:

The practice of openly sharing information about school board decisions, policies, and financial activities with the community. Transparency helps build trust between the district and its constituents and promotes accountability.

18. Vision-Aligned Advocacy:

Advocacy actions that are directly connected to the district's overarching vision and long-term goals for student achievement and success. Vision-aligned advocacy ensures that all efforts to influence policy, secure funding, or shape educational initiatives are consistent with the district's mission, values, and strategic priorities for the future.

Commitments, Principles, and Mindsets of a Successful School Director

A successful school director operates within a framework of commitments, principles, and mindsets that guide their actions and decisions. These elements are essential to achieving the board's three core functions: **visionary leadership**, **effective governance**, and **strategic advocacy**. They serve as "through-lines" that should influence every aspect of board service.

Commitments

EQUITY:

A commitment to addressing existing inequalities by ensuring that all students receive the resources and support they need to succeed, recognizing that some students may require more or different resources to have equitable access to quality education.

Behaviors:

- Prioritizing policies and practices that address disparities in student achievement, resource allocation, and access to opportunities.
- Regularly asking, "Who is benefiting from this decision and who is left out?"

Related resources:

- ↓ Engage in WSSDA's [Educational Equity Trainings](#)






STUDENT SUCCESS

A commitment to ensuring that all students can reach their highest potential through quality instruction, resources, and support systems.

Behaviors:

- Advocating for high expectations and creating conditions where students thrive.
- Regularly reviewing and analyzing data on student outcomes to identify disparities and opportunities for improvement.
- Adjusting policies and practices to address barriers to success, such as gaps in mental health access, disparities in opportunity, and issues revealed through climate surveys and attendance data.
- Engaging in equity training, such as [Discovering Educational Disparities](#), to better understand and address unequal outcomes.
- Practicing thoughtful questioning when presented with student performance data to ensure comprehensive analysis beyond surface-level measures.

Related resources:

- 
Equity Training:
[Discovering Educational Disparities](#) offered by WSSDA, which helps uncover and address educational inequities.
- 
Data Access:
 The OSPI website provides comprehensive data on student performance, attendance, and other key indicators. Visit [OSPI Data & Reporting](#) to access relevant information.
- 
Data Review Considerations:
 Be mindful of your district staff's workload, especially during busy times of the school year, when requesting additional data. Familiarize yourself with existing resources available through OSPI to ease the process.



COMMUNITY ENGAGEMENT:

A commitment to actively involving community members, parents, and constituents in shaping the educational environment.

Behaviors:

- Regularly communicating with the community, holding public forums, and seeking input on major decisions.

CONTINUE
COMMUNITY
ENGAGEMENT:



- Invite opportunities for celebrating in the district's and community's accomplishments.

Related resources:

- ↓ [Board Standard 5:](#)
Engagement of the Community in Education

Principles

SERVING WITH
INTEGRITY



Adhering to high ethical standards, making decisions that are honest and in the best interest of the district.

Behaviors:

- Transparency in decision-making, avoiding conflicts of interest, and always acting in the public's best interest.
- Upholding the board's role as a steward of public trust.
- Modeling integrity during public meetings in communicating with other board members, the superintendent and the community.

MODELING
COLLABORATION



Demonstrating teamwork, respect, and collaboration with fellow board members, the superintendent, and other constituents.

Behaviors:

- Actively listening, building consensus, and working towards unified decisions that reflect collective goals.
- Supporting an inclusive and positive board culture.

OPERATING IN
THE BOARD
DOMAIN



Understanding and respecting the distinct roles of the school board versus the operational roles of district staff and the superintendent.

Behaviors:

- Focusing on policy, governance, and oversight, not day-to-day management.
- Supporting the superintendent in their operational leadership and evaluating their performance based on outcomes, not micromanagement.

Mindsets

DATA INQUIRY



A mindset that values the use of data to drive decisions and evaluate outcomes.

Behaviors:

- Asking questions that require evidence-based answers, regularly reviewing district data, and using insights to make informed policy decisions.
- Using data to identify trends, gaps, and areas for improvement.

SYSTEMS THINKING



A mindset that recognizes the interconnection of all parts of the district and how changes in one area can impact another.

Behaviors:

- Approaching issues holistically, considering how decisions in one domain (e.g., budget, policy) will affect the overall system, including student outcomes, staff, and community relations.

INNOVATION









A mindset focused on continuous improvement through small, incremental changes based on data and feedback.

Behaviors:

- Regularly reviewing and refining policies and practices based on performance data and stakeholder input. Encouraging a culture of iterative learning and development within the district.

The table below shows how each commitment, principle, and mindset intersects with and influences the key functions of a school board, ensuring a well-rounded approach to governance.

Commitments, Principles, Mindsets	Visionary Leadership	Effective Governance	Strategic Advocacy
Commitments			
EQUITY 	Setting a vision that identifies and reduces gaps in both opportunities and achievement and promotes equitable access to education for all students.	Ensuring policies allocate resources equitably to serve all students.	Advocating for equitable funding and policies that address disparities within and across schools.

Commitments, Principles, Mindsets	Visionary Leadership	Effective Governance	Strategic Advocacy
Commitments			
<p>STUDENT SUCCESS</p> 	<p>Creating goals that focus on improving student opportunities and outcomes and providing a quality education for every student.</p>	<p>Developing policies that support student achievement, such as curriculum or professional development initiatives.</p>	<p>Advocating for funding and policy changes that improve academic opportunities and student success.</p>
<p>COMMUNITY ENGAGEMENT</p> 	<p>Engaging constituents, including parents and local leaders, in shaping the district's vision and goals.</p>	<p>Creating processes for public input in policy decisions and regularly communicating progress.</p>	<p>Engaging with community members to build support for district advocacy efforts at local, state, and federal levels.</p>
Principle			
<p>SERVING WITH INTEGRITY</p> 	<p>Maintaining honesty and transparency while setting high standards for student success.</p>	<p>Making fair and unbiased decisions, prioritizing the needs of students and staff over personal or political interests.</p>	<p>Advocating in an ethical manner that prioritizes the overall needs of the district and the community.</p>
<p>MODELING COLLABORATION</p> 	<p>Working collaboratively with board members and the superintendent to create a unified vision for the district.</p>	<p>Collaborating with staff and other board members to ensure policies are implemented consistently and effectively.</p>	<p>Building coalitions with other districts and constituents to advocate for shared goals.</p>
<p>OPERATING IN THE BOARD DOMAIN</p> 	<p>Focusing on governance and vision-setting while allowing the superintendent to manage operational tasks.</p>	<p>Establishing governance structures and policies without micromanaging the day-to-day operations of the district.</p>	<p>Advocating for resources and policy changes while respecting the operational roles of district leaders.</p>
Mindset			
<p>DATA INQUIRY</p> 	<p>Using data to establish goals, measure progress, and adjust the district's vision based on student opportunity and performance.</p>	<p>Regularly reviewing opportunity and performance data to ensure policies are effective and aligned with district goals.</p>	<p>Advocating in an ethical manner that prioritizes the overall needs of the district and the community.</p>

Commitments, Principles, Mindsets	Visionary Leadership	Effective Governance	Strategic Advocacy
Mindset			
<p>SYSTEMS THINKING</p> 	<p>Taking a holistic view of how various district elements (curriculum, budget, etc.) work together to support the vision.</p>	<p>Considering how policies in one area, such as finance, impact other areas, such as staffing or student services.</p>	<p>Considering how state or federal policies will impact the district's overall functioning and student success.</p>
<p>INNOVATION</p> 	<p>Continuously reviewing and refining the district's vision and goals based on feedback and measurable outcomes.</p>	<p>Iteratively improving governance policies and practices based on performance reviews and data analysis.</p>	<p>Adapting advocacy strategies based on the results of previous efforts and changing legislative priorities.</p>

These commitments, principles, and mindsets are essential to every decision a school board makes. They guide how directors approach their responsibilities, whether they are focusing on **visionary leadership**, **effective governance**, or **strategic advocacy**. By embodying these elements, school directors can foster a governance culture that supports student success and builds community trust.

WSSDA 101

At **Washington State School Directors' Association (WSSDA)**, we empower Washington's School Directors to champion student success.

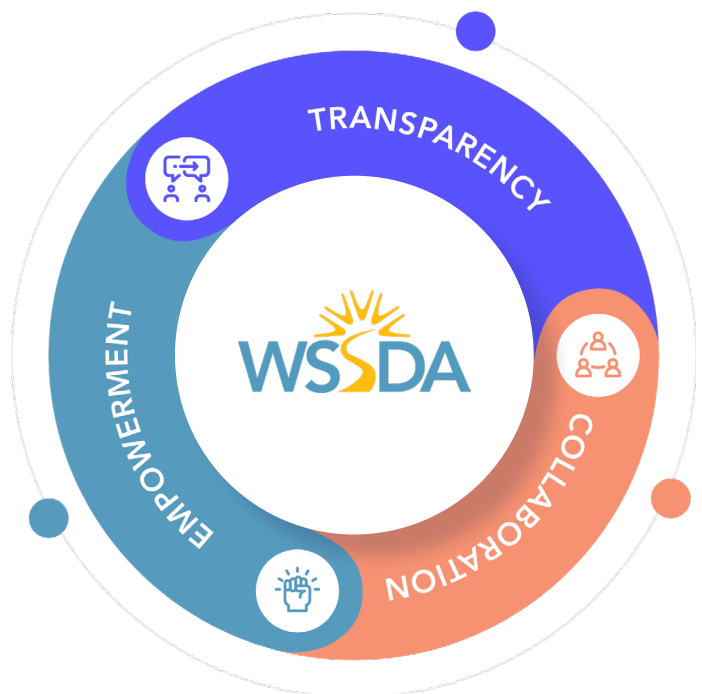
Established in 1922, WSSDA was founded to connect school directors, harnessing their collective experience and expertise to ensure a high-quality public education system.

In the ever-evolving landscape of public education governance, navigating the complexities of leadership can be daunting. With 1,477 elected school board members striving to serve their students and local communities, clarity and support are essential. At WSSDA, we understand the challenges you face and are here to support you every step of the way.

Our purpose is simple: **to empower Washington's school board leaders for student success.** We offer an array of support, events, and resources for leadership development, legislative advocacy, and policy and legal compliance. Through responsive assistance and a wealth of resources, we ensure that school directors and board-superintendent teams have the tools and knowledge necessary to lead with confidence and competence.

With a focus on **transparency, collaboration, and empowerment**, WSSDA fosters a community of dedicated leaders united in their commitment to educational excellence. Together, we can navigate the complexities of governance, drive positive change in our districts, and ultimately, create brighter futures for all Washington students.

For Washington's 1,477 elected school board members who seek clarity, support, and empowerment in their roles, WSSDA is the trusted partner on their journey to educational leadership excellence.



Our Mission

Our mission is to provide leadership, advocacy, and training that enhance school board governance and help improve educational outcomes for all students. As a school director, you are a vital part of Washington's public education system, and WSSDA is here to ensure that you have the knowledge, resources, and tools necessary to succeed in your role.

WSSDA is committed to empowering school directors through professional development, policy services, and legislative advocacy. We serve as a resource hub for school boards, offering expert advice on governance, legal matters, and the best practices that lead to student success. Through our extensive range of services, WSSDA supports your ability to make informed decisions and provides a platform for collaboration with other board members across the state.

Professional Development

One of the core services WSSDA provides is **professional development**. Our training programs, workshops, and conferences are designed to help you grow as a leader and develop the skills needed to navigate the complexities of school governance. All of these offerings are aligned with the **framework for school board leadership**.

Throughout the year, WSSDA offers in-person and virtual workshops on essential topics like:



Financial topics, such as vision aligned budgeting, state finance and district budgets, and



Equity-related topics, such as belonging, educational disparities and federal discrimination.

These sessions are tailored to meet the needs of both new and experienced school directors, ensuring that you have the tools to handle real-world challenges. Our **Annual Conference** is a flagship event that brings together school directors from across the state to engage in deep learning, share experiences, and connect with experts in the field of education.

In addition to workshops and conferences, WSSDA also provides on-demand training through webinars and online resources. This allows you to access key topics related to your role.

WSSDA also offers [customized board workshops](#), tailored specifically to the needs and goals of your school board. These workshops can be designed around a wide range of topics, such as strategic planning, board-superintendent relations, or effective governance practices. Facilitated by experienced consultants, customized workshops provide an opportunity for your board to work together on targeted areas, foster team cohesion, and develop strategies that align with your district's vision and challenges. Whether you need a focused session during a retreat or an in-depth training experience, WSSDA's customized workshops are here to support your board's continuous growth and effectiveness.

Resources and Tools

WSSDA offers a wide range of **resources and tools** to support your work as a school director. These services are designed to help you manage the various aspects of governance, from policy development to legal guidance. Here are some of the key resources you can take advantage of:



Policy Development Tools

WSSDA provides policy templates and guides to help you draft, revise, and implement policies that align with both state laws and your district's specific needs. Our policy team is available to support you in creating clear and effective policies that promote student success.



Legal Resources

Navigating the legal responsibilities of a school director can be challenging. WSSDA offers resources to help you understand your legal obligations, including guidance on the Open Public Meetings Act, public records laws, and board ethics. Our legal team is here to provide clarification and advice when needed.



Advocacy Support

WSSDA advocates for public education at the state and federal levels. We provide tools and resources to help school directors engage in effective advocacy, whether you are working to influence legislation or seeking additional funding for your district. Our advocacy team works year-round to represent the interests of Washington's schools, ensuring that your voice is heard by your community and policymakers.

These resources are designed to make your role more manageable and more effective, equipping you with the knowledge and support you need to make well-informed decisions for your district.

Networking and Collaboration

Being a school director can sometimes feel isolating, but WSSDA ensures you are part of a larger community of school leaders. We offer numerous **opportunities for networking** and collaboration with other school directors through our events, committees, and online forums.

At WSSDA events like the **Annual Conference** or **Regional Meetings**, you'll have the chance to connect with peers from across the state, share ideas, and learn from each other's experiences. These events provide a collaborative environment where you can build relationships, discuss common challenges, and explore innovative solutions that can be applied to your district.

In addition to in-person events, WSSDA offers [networks](#) where school directors can ask questions, share resources, and seek advice. [Our committees](#) also provide a platform for collaboration on specific topics, such as legislative advocacy or school funding, allowing you to contribute to statewide initiatives while learning from others facing similar challenges.

To help you stay informed and engaged, visit [WSSDA's Trainings & Events calendar](#) regularly.

Conclusion



As a school director, you play a pivotal role as a member of the school board team, collectively responsible for shaping the future of public education in your district. *Leading with Purpose: A Guide for Effective School Board Members* serves as an essential resource, equipping you with the knowledge, tools, and frameworks needed to collaborate effectively with fellow board members, the superintendent, and your community. Through your commitment to visionary leadership, ethical governance, and strategic advocacy, you help ensure that the board's decisions reflect the best interests of every student and support their success.

By embracing the guidance in this guide, you and your board can foster a culture of continuous improvement, transparency, and accountability. The work you do as part of the school board team has a lasting impact on the students, staff, and families you serve, and your dedication to equitable and effective governance is key to ensuring that all students thrive.

We encourage you, as a school director and valuable member of your board, to engage deeply with the guide and the framework for school board leadership. Leverage the resources and tools provided to strengthen your collaborative efforts with fellow directors, refine your governance practices, and advocate for policies that benefit your district. Together, as a unified school board team, strive to fulfill the promise of public education in Washington State by continuously improving and championing the success of every student.

Appendices



[Open Public Meetings Act \(OPMA\) Guide](#)

Understanding the Open Public Meetings Act is crucial for ensuring that board meetings are conducted in a transparent and accessible manner. This guide provides detailed information on compliance with OPMA requirements.



[Student Board Representative Resource Guide](#)

This resource guide offers comprehensive information on supporting student representatives on your school board. It includes best practices, roles and responsibilities, and ways to amplify student voice in governance.



[More Information on Student Board Representatives](#)

Explore additional information about incorporating student representatives on school boards, including guidance on selection, engagement, and ensuring meaningful participation.



Washington State Charter School Commission

2022 CHARTER SCHOOL CONTRACT

Issue Date: March 2, 2022

CHARTER SCHOOL CONTRACT
FOR THE OPERATION OF RAINIER VALLEY LEADERSHIP ACADEMY

PARTIES:

WASHINGTON STATE CHARTER SCHOOL COMMISSION

RAINIER VALLEY LEADERHSIP ACADEMY

UBI NUMBER: 603-349-022;

EIN NUMBER: 46-4128856

CONTRACT CSC-22-01

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Updated: February 24, 2022

PARTIES

This agreement is executed on this 2nd day of March 2022 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 Rainier Valley Leadership Academy, a qualified public benefit nonprofit corporation.

RECITALS

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

WHEREAS, on August 16, 2016, the original five year charter contract term began for Green Dot Public Schools Washington; and

WHEREAS, on January 23, 2020, the Commission granted severance from Green Dot Public Schools Washington, for the school to become an independent school known as Rainier Valley Leadership Academy; and

WHEREAS, on August 6, 2021, the Commission received a renewal application from Rainier Valley Leadership Academy to renew their charter school contract for an additional five year term; and

WHEREAS, on December 16, 2021, the Commission approved the Renewal Application subject to conditions outlined in Resolution 21-07A; and

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 Rainier Valley Leadership Academy establishment and operation of Rainier Valley Leadership Academy, a public school. The Rainier Valley Leadership Academy 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 29, 2022 and will remain in full force and effect through August 29, 2027, unless sooner revoked or terminated as provided herein.

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 Renewal Application that was approved by the Commission and is subject to this Contract.

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

“Articles and Bylaws” means the School’s articles of incorporation and bylaws as defined in Chapter 24.03 RCW.

“Asset” means land, infrastructure, improvements to land, buildings, leasehold improvements, vehicles, furnishings, equipment, collections, and all other tangible and intangible assets that are used in school operations, including Small and Attractive Assets.

“Attachment” means the following contract documents: Attachment 1: Governance Documents; Attachment 2: Board Roster and Disclosures; Attachment 3: Educational Program Terms and Design Elements; Attachment 4: Conflict of Interest Policy; Attachment 5: Education Service Provider (ESP) Contract Guidelines; Attachment 6: Student Transportation Plan; 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: Annual Evaluation for School Leader and Teachers; Attachment 12: Charter Renewal Application. Also see the Performance Framework documents incorporated by reference and posted at <https://charterschool.wa.gov/operating/performance-framework/>.

“Charter Management Organization” and/or **“Existing Operator”** means the non-profit that operates one or more public charter school.

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

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

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

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

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

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

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

“Material” refers to a matter that relates to any component of the educational program that the School contracted to provide (including, but not limited to, Attachment 3) and/or a matter that is central to the educational program, organization structure, or financial viability of the School. What is material is determined solely by the Commission. A change to any matter that is material under this contract can only occur as provided in this contract. In all instances, a material change must be approved in writing by the Commission. A failure to obtain approval from the Commission for a material change may be a material breach. A material breach is grounds for revocation, corrective action and/or other action or remedy under the Contract and/or Applicable Law. Additional examples of material breach includes, but

are not limited to, failure of the School to comply with its legal obligations, failure to deliver any component of the educational program that the School contracted to provide (Attachment 3), failing to meet standard or falling below standard on the Commission's Performance Framework incorporated by reference and posted at <https://charterschool.wa.gov/operating/performance-framework/>. These are examples only and should not be interpreted as an exclusive list.

“Organizational Plan” means a detailed description of how the School will be structured to comply with its articles of incorporation, bylaws, and possess the capacity to operate the school with fidelity to the Educational Program Terms and Design Elements as described in Attachment 3. The Organizational Plan also includes the organizational chart and documents contained in Attachment 1.

“Performance Audit” means an objective and systematic assessment of a charter school or any of its programs, functions, or activities by an independent evaluator in order to help improve efficiency, effectiveness, and accountability. Performance audits include economy and efficiency audits and program audits. Performance audits must be conducted according to U.S. Government Accountability Office auditing standards, known as Yellow Book standards. RCW 43.09.430(6); <https://sao.wa.gov/performance-audits/about-performance-audits/>, RCW 28A.710.030(2) (and any revisions and/or amendments to same).

“Performance Framework” means the academic, financial and organizational frameworks, including indicators, measures and ratings, that the Commission uses to ensure the highest standards of accountability and oversight for the schools it oversees, and which schools are required to comply with. The Performance Framework is defined in chapter 108-30 WAC, chapter 28A.710 RCW, and the implementing documents incorporated by reference and posted at <https://charterschool.wa.gov/operating/performance-framework/>.

“Renewal Application” means the Application and supporting documentation submitted by the Applicant to the Commission seeking to renew and existing charter contract in order to continue to operate a charter school in response to the Commission's renewal application.

“School” means the school that Rainier Valley Leadership Academy was authorized to establish, that was approved by the Commission, is subject to this Contract, and is governed by the Board. For purposes of this Contract the School, School Board, Charter School Board, Board, and the Non-Profit that was authorized to establish the School are one and the same and are responsible for compliance with all legal requirements to which the School is subject under Applicable Law and this Contract.

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

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

“Small and Attractive Assets” include, but are not limited to Optical Devices, Binoculars, Telescopes, Infrared Viewers, Rangefinders, Cameras and Photographic Projection Equipment, Desktop Computers (PCs), Laptops and Notebook Computers, Tablets and Smart Phones, Television Sets, DVD Players, Blu-ray Players, Video Cameras (home type), and any other technology or assets that cost more than \$300 and are particularly at risk or vulnerable to loss.

ARTICLE III: SCHOOL'S MISSION

Section 3.1 Mission

The mission of the School is as follows:

Vision: Rainier Valley Leadership Academy is an anti-racist collaborative community school focused on dismantling systemic oppression through scholar leadership.

Mission: We fulfill our vision by ensuring scholars are college and career ready by providing an anti-racist education, opportunities for collaborative problem solving, and community leadership experiences.

ARTICLE IV: GOVERNANCE

Section 4.1 Governance

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

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

The Board shall govern the School in a manner that ensures that it will satisfy its legal obligations, including, but not limited to: compliance with all Applicable Laws, the Contract, [Washington State Auditor's Office Accountability Audit](#), Office of Superintendent of Public Instruction [Washington Integrated System of Monitoring](#) and [Consolidated Program Review](#), fidelity to Educational Program Terms and Design Elements (as described in Attachment 3) and the policies that are attached to this Contract and/or described in any attachments to this Contract. This includes the exercise of continuing oversight over the School's operations.

Section 4.2 Governance Documents

The School and Board shall maintain legal status and operate in accordance with the terms of the attached Governance Documents, Attachment 1: Governance Documents.

Section 4.3 Non-Profit Status

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

Section 4.4 Organizational Structure and Plan

The School and Board shall implement and follow the organizational plan as defined above, and as described in Attachment 1: Governance Documents.

Section 4.5 Composition

The composition of the Board shall at all times be determined by and consistent with the Articles and Bylaws and Applicable Law. In carrying out their responsibilities, the law imposes on Board members the fiduciary duties of care, loyalty and obedience to the law. The roster of the Board and each member's disclosure form are attached to this Contract as Attachment 2: Board Roster and Disclosures (initially or as amended, the "Board Roster and Disclosures").

Section 4.6 Change in Status or Governance Documents

The Board shall not alter its legal status, restructure or reorganize without first obtaining written authorization from the Commission. Any other material change in the Bylaws requires written authorization from the Commission.

The Board shall notify the Commission of any minor, non-material, modification of the School's Bylaws within five (5) business days of approval by the Board

The Board shall notify the Commission of any changes to the Board Roster and Disclosures within five (5) business days of their taking effect and provide an amended Board Roster and Disclosures. If, at any time, the Board fails to operate in accordance with the terms of its Bylaws it shall immediately notify the Commission of that failure.

Section 4.7 Affiliation

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

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

Section 4.8 Conflicts of Interest

The Board adopted Conflicts of Interest Policy is attached to this agreement as Attachment 4: Conflict of Interest Policy and shall at all times comply with its provisions. Any amendment to Attachment 4: Conflict of Interest Policy must be adopted by the Board and approved in writing by the Commission, which shall not be unreasonably withheld. Any approved changes may be made without amendment to this agreement.

Section 4.9 Open Meetings

Starting from January in the calendar year in which the School intends to open, the Board shall maintain Board-adopted policies, meeting agendas and minutes, shall make such documents available for public inspection in accordance with the requirements in chapter 42.56 RCW, and shall otherwise conduct open meetings consistent with chapter 42.30 RCW, the Open Public Meetings Act. If a School takes additional planning year(s), this requirement shall apply starting January in the calendar year in which the School opens.

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Section 4.10 Public Disclosure Filing

Board members must file personal financial affairs statements with the public disclosure commission between January 1st and April 15th and/or within two weeks of becoming a member of the board. Board members must comply with the Board's Conflicts of Interest Policy and ethical obligations, and Section 5.5 Ethics of this Contract, to determine whether the financial disclosures reveal a conflict of interest or ethical violation.

ARTICLE V: GENERAL OPERATIONAL REQUIREMENTS

Section 5.1 General Compliance

The School and the Board shall operate at all times in accordance with all Applicable Law, the Contract, Commission policies, and Commission issued guidance, as the same may be amended from time to time. Failure to follow Commission issued guidance creates a presumption that the Charter School Board is out of compliance with its legal obligations and can provide a basis for corrective action.

Section 5.2 Public School Status

The School is a public school, and local education agency, subject to all local, state, and federal health, safety, parents' rights, civil rights, homeless assistance, public records laws, student assessment, assessment administration, data collection, reporting, remediation requirements and nondiscrimination laws applicable to school districts and to the same extent as school districts, as the same may be amended from time to time.

Section 5.3 Nonsectarian Status

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

Section 5.4 Access to Individuals and Documents

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

If the School requires any employee to adhere to a non-disclosure agreement (including, but not limited to, written and/or verbal, agreements, language, statements and/or requirements), such non-disclosure agreement must not require or suggest in any way that the employee is prevented from or discouraged from providing information to the Commission, whether on their own initiative or in response to an inquiry from the Commission. Similarly, any non-disclosure requirement should not impede or impair an employee's ability to exercise their legal rights as an employee, or the employee's reporting of and/or participation in investigations and/or legal actions relating to the school.

Section 5.5 Ethics

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

- a. No Board member, School administrator, or other School employee/representative authorized to enter contracts on behalf of the School, may be beneficially interested, directly or indirectly, in a

contract, sale, lease, purchase, or grant that may be made by, through, or under the supervision of the officer or employee, in whole or in part, or accept, directly or indirectly, any compensation, gratuity, or reward from any other person beneficially interested in the contract, sale, lease, purchase, or grant.

b. No Board member or School administrator may use his or her position to secure special privileges or exemptions for himself, herself, or others.

c. No Board member or School administrator may give or receive or agree to receive any compensation, gift, reward, or gratuity from a source except the School, for a matter connected with or related to their services as a Board member or School administrator unless otherwise provided for by law.

d. No Board member or School administrator may accept employment or engage in business or professional activity that the officer might reasonably expect would require or induce him or her by reason of his or her official position to disclose confidential information acquired by reason of his or her official position.

e. No Board member or School administrator may disclose confidential information gained by reason of the officer's position, nor may the officer otherwise use such information for his or her personal gain or benefit.

f. Terms in this provision will be defined in accordance with the definitions set out in RCW 42.52.010. The Advisory Opinions of the Executive Ethics Board shall provide non-binding guidance for the parties' interpretation of this provision.

Section 5.6 Public Records

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

Section 5.7 Record Keeping

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

Section 5.8 Non-Discrimination

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

Section 5.9 Inventories

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

If the Contract is revoked, terminated, non-renewed or surrendered, or the School otherwise ceases to operate, Assets shall be deemed to be public assets if at least 25 percent of the funds used to purchase the asset were public funds. Public funds include, but are not limited to, funds received by the School under chapter 28A.710 RCW, as well as any state or federal grant funds. Any assets acquired wholly with private funds shall be disposed of consistent with Washington nonprofit law, provided that the School must maintain records demonstrating the percentage of public funds used to acquire assets. If the School's records fail to establish clearly whether an asset was acquired with the use of public funds, the assets shall be deemed to be public assets. Public assets will be disposed of in accordance with RCW 43.19.1919.

Section 5.10 Administrative Records

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

Section 5.11 Student Welfare and Safety

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

Section 5.12 Transportation

The School shall be responsible for providing students transportation in accordance with legal obligations and incorporated into this contract as Attachment 6: Student Transportation Plan.

Section 5.13 Staff Qualifications

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

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

Section 5.14 Staff Training

The School shall provide employees and staff with training required by applicable state and/or federal law as well as any additional training that is an essential design element of the educational program as required in Attachment 3: Educational Program Terms and Design Elements.

Section 5.15 Student Conduct and Discipline

The School's discipline policy must satisfy constitutional due process requirements. The School shall comply with the School's discipline policy and all Applicable Law relating to student discipline including, but not limited to, RCW 28A.150.300, 28A.165.035, 28A.320.211, 28A.600.015, 28A.600.020 and 28A.600.022.

Section 5.16 Transactions with Affiliates

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

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

"Affiliate" as used in this section means a person who directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another person. Solely for purposes of this definition, owns, is owned and ownership mean ownership of an equity interest, or the equivalent thereof,

of ten percent or more, and the term "person" means an individual, partnership, committee, association, corporation or any other organization or group of persons. The School and Board are Affiliates as defined in this provision.

Section 5.17 Contracting for Services

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

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

Section 5.18 School Authorized as Part of a Charter Management Organization

[Intentionally Omitted]

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 5: Education Service Provider (ESP) Contract Guidelines contains Education Service Provider Agreement Guidelines that the School must observe. Within 24 hours of entering into the proposed contract, the School shall forward the proposed ESP contract to the Commission for review.
- c. Required ESP Contract Terms.** The proposed ESP contract shall set forth with particularity, among other things, (i) the contingent obligations and responsibilities of each party in the event that the contract must be modified in order to obtain or maintain the School's status under state and federal law, and (ii) the extent of the ESP's participation in the organization, operation and governance of the School.
- d. Review by Commission.** The Commission shall review the proposed ESP Contract and determine, within 60 days of receiving it from the School, whether it meets approval of the Commission. Approval will be contingent on satisfaction of the terms of RCW 28A.710.130(4) and evidence that the ESP contract will not detrimentally impact the School's viability, or violate the terms of this Contract or the law.

e. Representation by Attorney. The School shall be represented by an attorney during the negotiation of the proposed ESP Contract. Upon submission of the ESP contract for review by the Commission it shall be accompanied by a letter from an attorney who is representing the School, and licensed to practice in Washington, stating that the Management Contract meets the attorney's approval. Such attorney may not represent or be retained by the Management Provider.

f. Effect of ESP Contract. The School will remain ultimately responsible and accountable for its legal and contractual obligations; an ESP contract will not relieve the School of those obligations.

Section 5.20 Complaints

The School shall establish a process for resolving public complaints, including complaints regarding curriculum, which shall include an opportunity for complainants to be heard. The final administrative appeal shall be heard by the Board, not the Commission. The process shall be posted to the School's website and contained within the School's student and/or family handbook.

Section 5.21 Immediate Notification to Commission

The School shall immediately notify the Commission of any of the following:

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

9. Any change in its corporate status with the Washington Secretary of State's Office or status as a 501(c)(3) corporation.

Section 5.22 School Calendar

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

Section 5.23 Litigation and Constitutional Challenges.

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

Section 5.24 Multiple School Applicants and Operators

A Charter Management Organization and/or Existing Operator that has been authorized to open one school must successfully execute its legal obligations to the satisfaction of the Commission before any subsequent school may open.

Section 5.25 Whistleblower Protection

The School shall adopt a whistleblower policy that protects an employee who makes a good faith report of alleged improper action by the School. Alleged improper action does not include personnel actions. The policy must be approved by the Commission, and must include, but is not limited to: option for employees to report alleged improper action directly to the Commission; ability to make anonymous reports; protection against retaliation; prohibition against any direct or indirect intimidation, interference, or coercion of the employee in disclosing alleged improper action by the School. The policy must be provided to each employee at the time they are hired, and thereafter annually to all employees.

Section 5.26 Annual Evaluations of School Leader/CEO and Teachers

The School will complete annual evaluations of the School Leader/CEO and annual evaluations of the teachers. The annual evaluation must include the evaluation tools identified by the School including, but not limited to, the tools included in this Contract as Attachment 11: Annual Evaluation Tools for School Leader and Teachers.

ARTICLE VI: ENROLLMENT

Section 6.1 Enrollment Policy

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

Section 6.2 Maximum Enrollment

If the School wishes to enroll more than the maximum number of students listed in Attachment 3: Educational Program Terms, it shall, before exceeding this number, provide evidence satisfactory to the Commission that it has the capacity to serve the larger population. The maximum enrollment shall not exceed the capacity of the School facility.

Section 6.3 Annual Enrollment Review

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

Section 6.4 Decrease in Enrollment

The School shall immediately report a decrease in enrollment of 20%, or more, to the Commission. The enrollment benchmark is based on the School's annual budget that is annually submitted to the Commission by July 10th.

Section 6.5 Student Transfers and Exits

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

Section 6.6 Right to Remain

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

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ARTICLE VII: TUITION AND FEES

Section 7.1 Tuition Fees

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

ARTICLE VIII: EDUCATIONAL PROGRAM/ACADEMIC ACCOUNTABILITY

The School is required to implement, deliver, support, and maintain the design elements and education program terms described in Attachment 3: Educational Program Terms and Design Elements.

Section 8.1 Educational Program Terms and Design Elements

The School shall implement, deliver, support and maintain the essential design elements of its educational program, as described in its Attachment 3: Educational Program Terms and Design Elements. Design elements include, but are not limited to, the mission, vision, objectives and goals, and the educational program terms identified in Attachment 3: Educational Program Terms and Design Elements.

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

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

Section 8.3 Content Standards

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

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

Section 8.4 Assessments

The School shall participate in and properly administer the academic assessments required by OSPI, the State Board of Education, and Applicable Law, as well as those assessments that are an essential design element of the educational program as required in Attachment 3: Educational Program Terms and Design Elements. The School shall comply with all assessment protocols and requirements as established by the OSPI and the State Board of Education, maintain test security, and administer the tests consistent with all

relevant state and Commission requirements. The School shall follow OSPI's administration and security requirements associated with those tests being administered.

Section 8.5 Graduation Requirements for High Schools

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

Section 8.6 English Language Learners

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

Section 8.7 Students with Disabilities

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

ARTICLE IX: FINANCIAL ACCOUNTABILITY

Section 9.1 Legal and Accounting Compliance

The School shall comply with all Applicable Law, including but not limited to, state financial and budget rules, regulations, and financial reporting requirements, as well as the requirements contained in the Commission's Charter School Performance Framework, chapter 108-30 WAC, the requirements contained in chapter 28A.710 RCW, and the implementing documents incorporated by reference and posted at <https://charterschool.wa.gov/operating/performance-framework/>, as well as the terms set out in this Contract. The School shall also adhere to generally accepted accounting principles and be subject to financial examinations and audits as determined by the Commission or the state auditor, including annual audits for legal and fiscal compliance.

Section 9.2 Governance, Managerial and Financial Controls

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

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

Section 9.3 Non-Commingling

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

Section 9.4 Encumbrances

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

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

Section 9.5 Bank Accounts

The School shall, upon request, provide the Commission with the name of each financial institution with which it holds an account along with the associated account number. At the election of the Commission, the School may be required to obtain documentation from all of the School's bank accounts or to sign a release and authorization that allows the financial institution to provide documents and information directly to the Commission.

Section 9.6 Quarterly Reports

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

Section 9.7 Accounting Methods and Records

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

Section 9.8 State Accounting Requirements

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

Section 9.9 Financial Records and Separate Accounting

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

Section 9.10 Location and Access

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

Section 9.11 Filing and Notice

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

Section 9.12 Disbursement Procedures

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

Section 9.13 Compliance with Finance Requirements

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

Section 9.14 Budget**Section 9.14.1 Annual Budget Statement**

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

Section 9.14.2 Annual Budgets

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

- a. Be presented in a summary format which is consistent with accepted practice in the field;
- b. Be presented in a summary format that will allow for comparisons of revenues and expenditures among charter schools by pupil;
- c. Be presented in a format approved by the Commission;
- d. Show the amount budgeted for the current fiscal year;
- e. Show the amount forecasted to be expended for the current fiscal year;

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- 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.** 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 may move its location(s) only after obtaining written approval from the Commission, subject to such terms and conditions as may be specified. Any change in the location of the School shall be consistent with the Attachment 3 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 on school premises when the employee, board member, or contractor will have unsupervised access to children. This shall be an ongoing requirement; background checks will be renewed every two years to determine whether conduct has occurred post-employment. If the employee or contractor has had a record check within the previous two years, the school, may rely on the information contained in OSPI's record check data base to satisfy this requirement. When necessary, applicants may be employed on a conditional basis pending completion of the record check(s).
- b. Each year the School will conduct record checks on volunteers using the Washington Access to Criminal History (WATCH) program before the volunteer is allowed to have unsupervised access to children at the school, or during school sponsored or affiliated events. A copy of the results of the check shall be maintained by the school.
- c. The School shall give notice to the Commission of any employee it finds who has a prior conviction of a felony, or any crime related to theft or misappropriation of funds, and of any employee who is convicted of a felony during the term of an employee's employment. The School shall also give notice to the Commission of any employee who has been convicted of an offense enumerated or referenced in chapter 28A.410 RCW.
- d. Employee rosters and proof of background check clearance shall be provided to the Commission as required by the Charter School Performance Framework, chapter 108-30 WAC.

ARTICLE XIII: INSURANCE AND LEGAL LIABILITIES

Section 13.1 Insurance

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

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

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

Section 13.2 Insurance Certification

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

Section 13.3 Risk Management

Within 24 hours of identification of any pending or threatened claims or charges the School will inform the Commission and provide the Commission's counsel and risk manager with all notices of claims. In addition

to satisfying its indemnification obligations, the School will cooperate fully with the Commission in the defense of any claims asserted against the Commission, its board members, agents or employees arising from or related to the operation of the School and comply with the defense and reimbursement provisions of all applicable insurance policies.

Section 13.4 Limitation of Liabilities

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

Section 13.5 Faith and/or Credit Contracts with Third Parties

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

Section 13.6 Indemnification

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

ARTICLE XIV: OVERSIGHT AND ACCOUNTABILITY

Section 14.1 School Performance Framework

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

Section 14.2 Performance Audits and Evaluation

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

Section 14.2.1 Annual Performance Review

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

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

Section 14.2.2 Data and Reports

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

The School shall also provide required documentation, data, information and reports identified in Attachment 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. “Charter Management Organization and/or Existing Operator” Oversight

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

ARTICLE XV: COMMISSION'S RIGHTS AND RESPONSIBILITIES

Section 15.1 Oversight and Enforcement

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

Section 15.2 Right to Review

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

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

Section 15.3 Inquiries and Investigations

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

Section 15.4 Notification of Perceived Problems

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

Section 15.5 Other Legal Obligations

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

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Section 15.6 Oversight Fee

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

ARTICLE XVI: BREACH OF CONTRACT, TERMINATION, AND DISSOLUTION

Section 16.1 Breach by the School

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

Section 16.2 Termination by the Commission

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

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

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

This Contract may also be terminated if the Commission determines that there are insufficient funds available for the operation of the School. Insufficient funds shall include, but not be limited to, reduction in, or elimination of, state allocation of funds. It shall also include depletion of grants or other funding sources to a degree that the Commission determines the School is no longer financially viable. Such termination will be effective on the date identified in the notice, which will be 30 days, or sooner, if the Commission determines that a shorter period is warranted.

Section 16.3 Other Remedies

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

Section 16.4 Termination by the School

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

Section 16.5 Invalid Provisions

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

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

Section 16.6 Termination for Withdrawal of Authority

In the event that the Commission's authority to perform any of its duties is limited in any way, such that it cannot perform its duties or obligations under law and/or this Contract, after the commencement of this Contract and prior to normal completion, the Commission may terminate this Contract, in whole or in part, by seven (7) calendar days (or other appropriate time period) written notice to the School. No penalty shall accrue to the Commission in the event this section shall be exercised.

Section 16.7 Termination for Non-Allocation of Funds

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

Section 16.8 Termination for Conflict of Interest

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

Section 16.9 Dissolution

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

Section 16.10 Disposition of Assets upon Termination or Dissolution

All assets, including tangible, intangible, and real property in use by the School but originally owned by the state or assets purchased using at least 25 percent of public funds are the property of the state and shall be returned to the state upon termination or dissolution, in accordance with Commission policy and governing law, including but not limited to RCW 43.19.1919. School owned assets, including tangible, intangible, and real property, remaining after paying the School's debts and obligations and not requiring return or transfer to donors or grantors, or other disposition in accordance with state law, will be disposed of in accordance with governing state and federal law, including, but not limited to RCW 28A.710.210, and the rules adopted thereto. This provision shall survive the term of this contract.

ARTICLE XVII: MISCELLANEOUS PROVISIONS

Section 17.1 Merger

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

Section 17.2 Amendments

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

Section 17.3 Governing Law and Enforceability

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

Section 17.4 Severability

If any provision of this Contract or any application of this Contract to the School is found contrary to law or invalid, such provision or application will have effect only to the extent permitted by law and the invalidity shall not affect the validity of the other terms or conditions of this Agreement.

Section 17.5 No Waiver

The Parties agree that no assent, express or implied, to any breach by either party of any one or more of the provisions of this Contract shall constitute a waiver of any other breach.

Section 17.6 No Third-Party Beneficiary

This Contract shall not create any rights in any third parties who have not entered into this Contract, nor shall any third party be entitled to enforce any rights or obligations that may be possessed by either party to this Contract.

Section 17.7 Non-Assignment

Neither party to this Contract shall assign or attempt to assign any rights, benefits, or obligations accruing to the party under this Contract unless the other party agrees in writing to any such assignment.

Section 17.8 Records Retention

School records shall be maintained in accordance with all applicable state and federal document and record retention requirements. If any litigation, claim, or audit is started before the expiration of an applicable document retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. This provision shall survive the term of the Contract.

Section 17.9 Confidential Information

- a. The parties recognize that they are both bound by the requirements of the Family Educational Rights and Privacy Act Regulations (FERPA), (20 U.S.C. § 1232g; 34 C.F.R. § 99), and they will safeguard such

information in accordance with the requirements of FERPA. The parties further recognize that that some of the information exchanged under this agreement will be confidential.

b. The term confidential information as used in this Contract means any and all information provide by one party to the other that is exempt from mandatory disclosure under the terms of the state public disclosure laws codified at chapter 42.56 RCW. The term “confidential information” includes, but is not limited to:

- 1.** Any personally identifiable student-related information, including, but not limited to:
 - i.** Student names;
 - ii.** The name of a student’s parent or other family members;
 - iii.** Student addresses;
 - iv.** The address of a student’s family;
 - v.** Personal identifiers such as a student’s social security number or student number;
 - vi.** Personal characteristics that would make a student's identity easily traceable;
 - vii.** Any combination of information that would make a student's identity easily traceable;
 - viii.** Test results for schools and districts which test fewer than ten students in a grade level; and
 - ix.** Any other personally identifiable student-related information or portrayal of student related information in a personally identifiable manner. See, in particular, RCW 42.56.230(1) which exempts personal information in files maintained for students in public schools from mandatory public disclosure; RCW 42.56.070 and 42.56.080 which recognize exemptions from mandatory public disclosure information contained in other statutes such as the federal FERPA and its implementing regulations which prohibit the unauthorized public disclosure and re-disclosure of “personally identifiable student information” in or from student “education records”; and the provisions of this contract.

c. Confidential information disclosed under this agreement will be used solely for legally authorized purposes including, but not limited to, the audit, evaluation of the School and associated compliance and enforcement activities.

d. Only employees of the parties, and legally authorized individuals, will have access to confidential information described in this agreement. Any re-disclosure of personally identifiable information will occur only as authorized under this agreement and 34 C.F.R. § 99.33.

e. Confidential information exchanged under this agreement will be destroyed when the purpose for which the information was required has been completed, and will not be duplicated or re-disclosed without specific authority to do so. Provided, however, that the parties must also comply with all legally imposed document retention requirements and litigation holds.

f. The parties will safeguard confidential information by developing and adhering to policies governing physical, electronic, and managerial safeguards against unauthorized access to and unauthorized disclosure of confidential information.

g. If a party receives a public records request, court order, or subpoena for Student Data, provided under this agreement the party shall, to the extent permitted by law, notify the other party within two

(2) business days of its receipt thereof, and will reasonably cooperate with the party in meeting FERPA obligations in complying with or responding to said public records request, subpoena, and/or court order.

Section 17.10 Order of Precedence

The items listed below are incorporated by reference herein. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable Law;
- b. Terms and Conditions of the Contract;
- c. Attachments; and
- d. Any other provisions incorporated by reference or otherwise into the Contract.

Section 17.11 Taxes

The School shall be responsible for adherence to all state and federal tax laws and regulations including, but not limited to, all payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the School's employees, contractors, staff and volunteers which shall be the sole liability of the School.

Section 17.12 Waiver

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written instrument signed by the parties.

Section 17.13 Captions

The captions and headings used in this Contract are for convenience only and shall not be used in construing the provisions of this Contract.

Section 17.14 Gender and Number

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

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:

Baionne Coleman
6020 Rainier Ave S
Seattle, WA 98118
baionne.coleman@myrvla.org
(206) 659-0956

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

Any change in address shall be immediately given to the other party in writing. Any notice that is undeliverable due to change of address without proper notification to the other party will be deemed received on the date delivery to the last known address was attempted.

If a notice is received on a weekend or on a national or Washington state holiday, it shall be deemed received on the next regularly scheduled business day.

IN WITNESS WHEREOF, the Parties have executed this Contract to be effective August 29th 2022

APPROVED BY A QUORUM OF THE COMMISSION ON MARCH 2, 2022:

Chris Korsmo, Chair
Washington State Charter School Commission

THE CHARTER SCHOOL BOARD:

Updated: February 24, 2022

Reco Bemby, Co-chair
Dr. Tyson Marsh, Co-chair
Rainier Valley Leadership Academy Charter School Board

APPENDICES

Attachment 1: Governance Documents

Attachment 2: Board Roster and Disclosures

Attachment 3: Educational Program Terms and Design Elements

Attachment 4: Conflict of Interest Policy

Attachment 5: Education Service Provider (ESP) Contract Guidelines

Attachment 6: Student Transportation Plan

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: Annual Evaluation Tools for School Leader and Teachers

Attachment 12: Charter Renewal Application

Attachment 1: Governance Documents

Articles of Incorporation

603349 022

ARTICLES OF INCORPORATION

OF

GREEN DOT PUBLIC SCHOOLS WASHINGTON STATE

FILED
NOV 14 2013
WA SECRETARY OF STATE

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 Green Dot Public Schools Washington State.

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, department 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 of these Articles of Incorporation.

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; 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.

(d) The corporation is prohibited from engaging in any act of self-dealing as defined in Section 4941(d) of the Code, from retaining any excess business holding as defined in Section 4943(c) of the Code that would subject the corporation to tax under Section 4943 of the Code, from making any investments that would subject the corporation to tax under Section 4944 of the Code, and from making any taxable expenditure as defined in Section 4945(d) of the Code. If Section 4942 of the Code is deemed applicable to the corporation, it shall make distributions at such time and in such manner that it is not subject to tax under Section 4942 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 Directors

The number of Directors constituting the initial Board of Directors shall be two
(2). The names and addresses of the persons who are to serve as the initial Directors are as follows:

Kimberly L. Mitchell
Address:
6114 Ravenna Ave. NE
Seattle, WA 98115

Andrew M. Buhayar
Address: 1504 19th Ave.
Unit A
Seattle, WA 98122

ARTICLE 5. NO MEMBERS

The corporation shall have no members.

ARTICLE 6. LIMITATION OF DIRECTOR LIABILITY

To the full extent that the Washington Nonprofit Corporation Act (as it exists on the date hereof or as it may hereafter be amended) permits the limitation or elimination of the liability of Directors, a Director of the corporation shall not be liable to the corporation or its members, if any, 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 5th 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

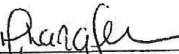
The corporation reserves the right to amend or repeal any of the provisions contained in these Articles of Incorporation in any manner now or hereafter permitted by law.

ARTICLE 10. INCORPORATOR

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

Monica Langfeldt
Langfeldt Law, PLLC
2560 5th Ave. W
Seattle, WA 98119

DATED: November 14, 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: Green Dot Public Schools Washington State. 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.

Rebecca Langfeldt, Member
(Signature)

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

2560 5th 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

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>.

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

CERTIFICATE OF EXISTENCE

OF

RAINIER VALLEY LEADERSHIP ACADEMY

I CERTIFY that the records on file in this office show that the above named entity was formed under the laws of the State Washington and that its public organic record was filed in Washington and became effective 11/14/2013

I FURTHER CERTIFY that the entity's duration is Perpetual , and that as of the date of this certificate, the records of Secretary of State do not reflect that this entity has been

I FURTHER CERTIFY that all fees, interest, and penalties owed and collected through the Secretary of State have been

I FURTHER CERTIFY that the most recent annual report has been delivered to the Secretary of State for filing and proceedings for administrative dissolution are not pending.

Issued 07/27/2020
UBI 603 349 022



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

Handwritten signature of Kim Wyman

Kim Wyman , Secretary of State

Date Issued: 07/27/2020

Bylaws

**AMENDED AND RESTATED BYLAWS OF
RAINIER VALLEY LEADERSHIP ACADEMY**
(a Washington nonprofit corporation)

ARTICLE 1.OFFICES

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 Board of Directors (“Board”) shall from time to time designate. The corporation may also have such other offices within the State of Washington as the Board of Directors may from time to time establish.

ARTICLE 2.MEMBERSHIP

The corporation shall have no members.

ARTICLE 3.BOARD OF DIRECTORS

3.1 General Powers

The powers of the corporation shall be exercised, its property controlled and its activities and affairs conducted by or under the directors of the Board. The Board may delegate the management of the activities of the corporation to any person or persons, nonprofit management company, or committee 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.

3.2 Authorized Number

The authorized number of Directors shall be not less than three (3) and nor more than twenty-five (25). The exact number of authorized Directors shall be fixed within these limits from time to time by the corporation. The exact number of authorized Directors shall be fixed within these limits from time to time by resolutions adopted by the Board.

3.3 Qualifications

No more than forty-nine percent (49%) of the persons serving on the Board maybe interested persons. An interested person is (a) any person currently being compensated by the corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent

contractor, or otherwise, excluding any reasonable compensation paid to a Director as a Director, and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law of such a person. The provision of this paragraph, however, shall not affect the validity or enforceability of any transaction entered into by the corporation. Directors may have such other qualifications as the Board may prescribe by amendment to these Bylaws.

3.4 Election of Directors

3.4.1 Initial Directors

The initial Directors named in the Articles of Incorporation shall serve until the first annual meeting of the Board.

3.4.2 Election and Term

3.4.2.1The Board shall be a self-perpetuating board. Directors shall be elected or re-elected at an annual, regular or special meeting of the Board.

3.4.2.2Subject to the provisions of subsection 3.4.2.3, unless the Director dies, resigns or is removed from office by action of the Board, each Director shall hold office for a term expiring on the second 31st of December occurring after the date the Director takes office and, if the Director's office otherwise would become vacant, thereafter until the Director's successor is elected. A Director may be re-elected for an unlimited number of additional terms.

3.4.2.3The Board may provide that the initial term of a Director shall expire on the first 31st of December occurring after the date the Director takes office in order to provide for staggered expiration of the terms of Directors.

3.4.3 Resignation

A Director may resign effective upon giving written notice to the Chair, the President, the Secretary, or the Board, unless the notice specifies a later time for the effectiveness of such resignation. No Director may resign if the corporation would be left without a duly elected Director in charge of its affairs.

3.4.4 Removal of Directors

A Director may be removed, with or without cause, at any time, by a majority vote of the Directors then in office.

3.4.5 Vacancies

A vacancy or vacancies on the Board shall be deemed to exist in the event of the death, resignation or removal of any Director, or if the Board by resolution declares vacant the office of a Director who has been declared of unsound mind by an order of the court, or who has been convicted of a felony, or who has been found by final order of judgment of any court to have breached a duty under the Washington Nonprofit Act, or if the authorized number of Directors is increased, or if the Directors fail, at any meeting

at which any Director or Directors are elected, to elect the number of Directors to be elected at such meeting.

In the event of any vacancy on the Board, the remaining Directors may select a replacement to serve for the unexpired portion of the term of his or her predecessor in office. A Director who fills a vacancy shall serve for the unexpired term of his or her predecessor in office.

ARTICLE 4.MEETINGS

4.1 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 act 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.

4.2 Place of Meetings

All meetings of the Board shall be held at the principal office of the corporation or such other place as shall be determined from time to time by resolution of the Board, provided that, except as otherwise permitted by the Open Public Meetings Act, all meetings of the Board shall be held within Washington, or as required by an existing and valid charter between the corporation and an authorizing school district or other appropriate Washington legislative body.

4.3 Annual Meeting

The annual meeting of the Board shall be held during the month of December on a date chosen by the President or the Board for the purposes of electing Directors and officers and transacting such business as may properly come before the meeting. If the annual meeting is not held on the date designated therefor, the Board shall cause the meeting to be held as soon thereafter as may be convenient.

4.4 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 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.

4.4.1 Presentation to the Board/Agenda Items

Any person may address the Board concerning any item on the agenda prior to action by the Board on such item. Such comments shall be limited to five minutes, unless the Board, at its discretion, votes to shorten or lengthen the time for each speaker. The total time devoted to presentations to the Board on agenda items shall not exceed one-half hour unless additional time is granted by the Board. If the number of persons interested in addressing the Board on an item cannot be accommodated in the time allotted, the Board shall take reasonable steps to allocate time fairly among those supporting or opposing the item.

4.4.2 Presentation to the Board/Non-Agenda Items

Members of the public may address the Board on any item not listed on the Board meeting agenda. Speakers will be limited to three minutes, unless the Board, at its discretion votes to shorten or lengthen the time for each speaker. No more than a total of fifteen minutes shall be devoted to all non-agenda items at regular meetings. The President may disallow a request to address the Board if repetitive of other speakers, or if the speaker seeks to make a presentation that he or another speaker has made at a previous meeting, if it appears that the total allotted time may be exceeded.

Members of the public attempting to make complaints or charges against an employee before the Board in open session will be offered the option to meet with staff to file a complaint under Rainier Valley Leadership Academy's established complaint procedures.

4.4.3 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.

4.4.4 Request to Address the Board

“Request to Address the Board” cards shall be available in the Board meeting room prior to the beginning of each meeting. Members of the public who seek to address the Board on an agenda item or during time allotted for oral communications shall complete a “Request to Address the Board” card and give it to the Board Chairperson or designee no later than ten minutes prior to the commencement of the meeting.

4.4.5 Preparation of the Board Agenda

The Secretary or designee shall be responsible to prepare the agendas for all regular meetings of the Board.

4.4.6 Agenda Distribution

The Board agenda, with supporting information for a regular Board meeting, shall be delivered to Board members at least 72 hours prior to the meeting. The Secretary or designee is responsible for the distribution of Board packets (which include the official agenda and all supporting information to be discussed/acted upon in open session).

In addition to the provisions of agendas, all supporting public information shall be provided to those persons or parties who have requested to be placed upon the Board’s mailing list. A reasonable fee may be charged to receive the actual costs of providing the agenda.

4.5 Special Meetings

(1) A special meeting may be called at any time by the Chair of the Board of the corporation 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 telegram, fax, or electronic mail; or (b) a Director is actually present at the time the meeting convenes.

(2) Notice of a special meeting 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 website. 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 hours before the time of such meeting as specified in the notice.

- (3) The call and notices required under Articles 4.5(1) and 4.5(2) 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.

4.6 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 Chair of the Board 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.

4.7 Quorum

A quorum of the Board for the transaction of business shall be the greater of the majority of the Directors then in office.

4.8 Transactions of the Board

An act or decision done or made by the majority vote of the Directors then in office at a meeting duly held at which a quorum is present is the act of the Board, unless a different number, or the same number after disqualifying one or more Directors from voting, is required by law, by the Articles of Incorporation, or by these Bylaws, including but not limited to those provisions relating to (i) approval of contracts or

transactions in which a director has a direct or indirect material financial interest, (ii) appointment of committees, and (iii) indemnification of Directors.

4.9 Conduct of Meetings

The Chair, or in his or her absence, the Vice-Chair, or in his or her absence, any Director selected by the Directors present, shall preside at meetings of the Board. The Secretary of the corporation or, in the Secretary's absence, any person appointed by the presiding officer, shall act as Secretary and record the minutes of the meeting of the Board.

4.10 Teleconferencing

The Board may elect to use teleconferencing in connection with any meeting of the Board. If the Board elects to use teleconferencing, it shall post agendas at all teleconferencing locations and conduct teleconference meetings in a manner that protects the statutory rights of the parties or the public appearing before the Board. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconferencing location shall be accessible to the public. The agenda shall provide an opportunity for members of the public to address the Board directly at each teleconference location. Participation in a meeting through use of teleconferencing pursuant to this section constitutes presence in person at that meeting as long as all members participating in the meeting are able to hear one another. All votes taken during a teleconferenced meeting shall be by roll call.

For purposes of this section 4.11, "teleconference" means a meeting of the Board, the members of which are in different locations, connected by electronic means, though either audio or video, or both. Nothing in this section shall prohibit the corporation from providing the public with additional teleconference locations.

4.11 Adjournment

The Board may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all members are absent from any regular or adjourned a regular meeting, the Secretary may declare the meeting adjourned to a stated time and place. He or she shall cause a written notice of the adjournment to be given in the same manner as provided in Article 4.5 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.

4.12 Electronic Transmission by the Corporation

Electronic transmission by the corporation shall be valid only for communications:

- (1) delivered by (i) electronic mail when directed to the electronic mail address for that recipient on record with the corporation; (ii) posting on an electronic message board or network that the corporation has designated for those communications, together with a separate notice to the recipient of the posting, which transmission shall be validly delivered upon the later of the posting or delivery of the separate notice thereof, or (iii) other means of electronic transmission;
- (2) to a recipient who has provided an unrevoked consent to the use of those means of transmission for communication; and
- (3) that creates a record that is capable of retention, retrieval, and review, and that may thereafter be rendered into clearly legible tangible form.

ARTICLE 5. BOARD COMMITTEES

5.1 Committees Generally

The Board may appoint standing or special committees for any purpose defined by these Bylaws or determined by the Board. When such committees are composed solely of two (2) or more Directors, the Board may delegate to such committees any of the powers and authority of the Board, except the power and authority to (i) fill vacancies on the Board or in any committee which has the authority of the Board; (ii) fix compensation of the Directors for serving on the Board or on any committee; (iii) amend or repeal these Bylaws or adopt new Bylaws; (iv) amend or repeal any resolution of the Board which by its express terms is not so amendable or repealable; (v) appoint committees of the Board or the members thereof; (vi) expend corporate funds to support a nominee or applicant for Director; or (vii) approve of any self-dealing transaction except as provided by law. Committees which are composed solely of Directors and to which the powers of the Board are delegated shall have power to act only in intervals between meetings of the Board and shall at all times be subject to the control of the Board. Nothing in this

Article 5.1 authorizes the Board or the corporation to take any action that is prohibited by applicable laws or policies, including applicable conflicts of interest laws or policies, or by other provisions of these Bylaws.

5.1.1 Meetings of Committees

All meetings of committees other than a meeting of an advisory committee which is comprised solely of less than a quorum of the Board and which is not a standing committee shall be called, noticed and held in compliance with the rules and regulations for meetings of the Board as set forth in the Article 4 hereof applied as if the committees were acting as the Boards. Subject to the foregoing, the Board or, if the Board does not act, the committees shall establish rules and regulations for meetings of the committees, and the committees shall meet on such dates and at such times as are deemed necessary by the Board or, if the Board does not act, by the committees. Committees shall keep regular minutes of proceedings and report the same to the Board from time to time as the Board may require.

5.1.2 Standing and Special Committee

The standing committees of the Board shall consist of an Audit Committee and such other standing committees as the Board may authorize from time to time. Special committees may also be authorized by action of the Board. Any committee composed of persons one or more of whom are not Directors may act solely in an advisory capacity to the Board.

5.1.3 Audit Committee

The Audit Committee may include persons who are not members of the Board, but the member or members of the Audit Committee shall not include any members of the staff of the corporation, including the President and Treasurer. If the corporation has a Finance Committee, members of the Finance Committee shall constitute less than one-half of the Audit Committee, and the chair of the Audit Committee may not be a member of the Finance Committee. Members of the Audit Committee shall not receive any compensation from the corporation and shall not have a material financial interest in any entity doing business with the corporation. Subject to the supervision of the Board, the Audit Committee shall be responsible for recommending to the Board the retention and termination of the independent auditor and may negotiate the independent auditor's compensation, on behalf of the Board. The Audit Committee shall confer with the auditor to satisfy its members that the financial affairs of the corporation are in order, shall review and determine whether to accept the audit, shall assure that any nonaudit services performed by the auditing firm conform with standards for auditor independence, and shall approve performance of nonaudit services by the auditing firm.

5.1.4 Quorum and Voting

A majority of the members of a committee shall constitute a quorum and any transactions of a committee shall require a majority vote of the members of the committee at a meeting at which a quorum is present.

5.2 Appointment

The members of a committee shall be appointed by a majority vote of the Directors then in office upon the recommendation of the Board's Chair.

5.3 Term of Office

Each member of a standing committee shall serve until the next annual meeting of the Board and until his or her successor is appointed, or until such committee is sooner terminated, or until he or she is removed, resigns, or otherwise ceases to qualify as a member of the committee.

5.4 Vacancies

Vacancies on any committee may be filled for the unexpired portion of the term in accordance with Article 5.2 above.

5.5 Resignation

Any member of any committee may resign at any time by delivering written notice thereof to the President, the Secretary or the chairperson of such committee, or by giving oral or written notice at any meeting of such committee. Any such resignation shall take effect at the time specified therein or, if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.6 Removal of Committee Member

The Board may remove by a majority vote of the Directors then in office any member on any committee with or without cause.

5.7 Compensation

The Directors, including any Director that also serves as an officer of the corporation, shall serve without compensation from the corporation; provided however, that the Directors may receive reimbursement of expenses actually incurred in connection with attending Board of Directors meetings and in accordance with policies adopted by the Board.

ARTICLE 6.OFFICERS

6.1 Number and Title of Officers

The officers of the corporation shall be a Chair, Vice Chair, a President, a Secretary, a Treasurer, and such other officers, with such titles and duties as shall be determined by the Board. Any number of offices may be held by the same person, except that no person serving as the Secretary or the Treasurer may serve concurrently as the Chair, the Vice-Chair, or the President.

6.2 Election of Officers

The officers of the corporation shall be chosen by and serve at the pleasure of the Board, subject to the rights, if any, of an officer under any contract of employment. Officers need not be Directors except that the Chair and the Vice-Chair each must be a Director. Each officer shall hold office until removed or replaced. Officers shall be eligible for re-election without limitation on the numbers of terms they may serve.

6.3 Subordinate Officers

The Board may appoint such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.

6.4 Removal and Resignation of Officers

Any officer may be removed at any time, with or without cause, by the affirmative vote of majority of the Directors then in office.

Any officer may resign (without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party) at any the time by giving notice to the corporation. Any resignation shall take effect on the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of any resignation shall not be necessary to make it effective.

6.5 Vacancies in Offices

A vacancy in any office created by the death, resignation, removal, disqualification, creation of a new office, or any other cause may be filled by these Bylaws for regular election or appointment to that office.

6.6 Chair

The Chair shall be selected from the Directors and shall, if present, preside at all meeting of the Board. The Chair shall exercise and perform such other powers and duties as may from time to time be assigned to him or her by the Board or prescribed by these Bylaws.

6.7 Vice-Chair

The Vice-Chair shall be selected from the Directors and shall perform the duties

and exercise the authority of the Chair in the event of the Chair's absence. The Vice-Chair shall also perform such other duties as are assigned by the Board.

6.8 President

Subject to the control of the Board, the President shall be the executive director of the corporation and shall have general supervision, direction and control over the business and officers of the corporation. He or she shall have the general power and duties of management usually vested in the office of chief executive officer of a corporation and shall have such other powers or duties as may be prescribed by the Board or these Bylaws. Subject to such limitations as may be imposed by the Boards, any powers or duties vested in the President may be delegated by him or her to such subordinates as he or she may choose.

6.9 Absence or Disability of the President

In the absence or disability of the President, the President's designee shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Such designee shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board.

6.10 Secretary

The Secretary shall keep or cause to be kept at the principal executive office or at such other place as the Board may direct, a book of minutes of all the meetings and actions of the Board and committees of Directors, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present at Director's meetings or committee meetings and the proceedings.

The Secretary shall give, or cause to be given, notice of all meetings of the Board required by these Bylaws or by law to be given. He or she shall have such other powers and perform such other duties as may be prescribed by the Board or by these Bylaws.

6.11 Treasurer

The Treasurer shall keep and maintain, or cause to be maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts or disbursements. The books of account shall at all reasonable times be open to inspection by any Directors.

The Treasurer shall deposit or cause to be deposited all monies or other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the Board and shall have the authority to execute and affix the endorsement of the corporation upon any negotiable instruments for the purpose of making any such deposit. He or she shall render to the Board, whenever it requests it, an account of all of his or her transactions as Treasurer and of the financial condition of the corporation and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

6.12 Approval of Compensation

The Board or an authorized committee of the Board shall review and approve the compensation, including benefits, of the President and the Treasurer to assure that it is just and reasonable. The review and approval shall occur initially upon the hiring of the officer, whenever the term of employment if any, of the officer if renewed or extended, and whenever the officer's compensation is modified. Separate review and approval shall not be required if a modification of compensation extends to substantially all employees.

The Board may review and approve the compensation, including benefits, of all officers of the corporation and other persons to ensure that no taxes are imposed under Section 4958 of the Internal Revenue Code of 1986, as amended.

ARTICLE 7. CORPORATE RECORDS AND REPORTS 7.1

Public Records Requirements

The corporation shall comply with the Public Records Act as set forth in RCW 42.56.

7.2 Corporate Records

The corporation shall keep adequate and correct records of accounts and minutes of the proceedings of its Board and committees of the Board. The minutes shall be kept in written form. Other books and records shall be kept in either written form or in any other form capable of being converted into written form.

7.3 Inspection

Each Director shall have the absolute right to inspect at any reasonable time all books, records and documents of every kind and the physical properties of the corporation and each of its subsidiary corporations. Any inspection by a Director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extras of documents

7.4 Annual Report

The Board shall cause an annual report to be sent to each Director not later than one hundred twenty (120) days after the close of the corporation's fiscal year. That report shall contain in appropriate detail the following:

- (1) the assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- (2) the principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (3) the revenue or receipt of the corporation, both unrestricted and restricted to particular purposes, for the fiscal year; and
- (4) the expenses or disbursement of the corporation for both general and restricted purposes, during the fiscal year.

The annual report shall be accompanied by any report thereon of independent accountants or, if there is no such report, by the certificate of an authorized officer or the corporation that such statements were prepared without audit from the books and records of the corporation

This requirement of an annual report shall not apply if the corporation receives less than \$25,000 in gross revenues or receipts during the fiscal year; provided, however, that a report with the information required for the inclusion in an annual report must be furnished annually to all Directors.

ARTICLE 8. INTERESTS OF DIRECTORS AND OFFICERS

8.1 Compensation

Directors who receive any compensation for services in any capacity, directly or indirectly, from the corporation may not vote on matters pertaining to that Director's compensation.

8.2 Conflict of Interest

Directors and officers shall disclose to the Board any financial interest which the Director or officer directly or indirectly has in any person or entity which is a party to a transaction under consideration by the Board. The interested Director or officer shall abstain from voting on the transaction.

8.3 Review of Certain Transactions

Prior to entering into any compensation agreement, contract for goods or services, or any other transaction with any person who is in a position to exercise influence over the affairs of the corporation, the Board shall establish that the proposed transaction is reasonable when compared with a similarly-situated organization for functionally comparable positions, goods or services rendered.

ARTICLE 9. ADMINISTRATIVE AND FINANCIAL PROVISIONS

9.1 Loans

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.

9.2 Loans or Extensions of Credit to Officers and Directors

No loans shall be made and no credit shall be extended by the corporation to its officers or Directors.

9.3 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.

9.4 Accounting Year

Unless a different accounting year is at any time selected by the Board, the accounting year of the corporation shall be on the last day of August in each year.

9.5 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.

9.6 Distribution of Assets Upon Dissolution of this Corporation

All the property and assets of this corporation are irrevocably dedicated to the charitable and educational purposes described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

Upon dissolution, winding up or abandonment of the corporation, its assets remaining after payment, or provisions for payment, of all debts and liabilities shall be distributed to one or more organizations each of which is then described in Section 501(c)(3) of the Code.

Notwithstanding the foregoing, any public school funds of the corporation 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. In addition, assets, if any, which are not subject to attachment, execution or sale for the corporation's debt and liabilities may be distributed pursuant to the following provisions even though all debts and liabilities have not been paid or adequately provided for:

- (1) Assets held upon a valid condition requiring return, transfer, or conveyance, which condition has occurred or will occur by reason of the dissolution, shall be returned, transferred, or conveyed in accordance with the condition.
- (2) Except as provided in subsection (1) above, assets held under a trust shall be disposed of in compliance with the provisions of the trust.

ARTICLE 10. AMENDMENTS

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by the Board, but only with the written consent of RVLA. During any period that the corporation is operating a charter school pursuant to a charter petition approved by a school district, these Bylaws may not be amended in a manner that materially alters the charter, without the consent of the authorizing school district or other Washington legislative body, if such consent is required under the charter.

ARTICLE 11. DISSOLUTION OR SUSPENSION OF RVLA

If RVLA is dissolved or if RVLA is suspended and such suspension continues for more than one year, thereafter all rights and powers of RVLA under these Bylaws shall be exercised by the Board, and any action that would otherwise require approval of RVLA shall require only approval of the Board.

Certificate of Secretary

The undersigned Secretary of Rainier Valley Leadership Academy (“Corporation”), a Washington non-profit corporation, certifies that the foregoing Bylaws were duly adopted by a majority vote of the members of the Board then in office at a meeting of the Board duly called and held on August 25, 2020 in compliance with the Bylaws of the Corporation at which a quorum of the Board was present and acting throughout the meeting.

Date: August 25, 2020

A handwritten signature in blue ink, appearing to read "W.D. Wang", is written over a solid black horizontal line.

Signature:

Board Secretary

Updated: February 24, 2022

501c3 information

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

DEPARTMENT OF THE TREASURY

Date : JUN 30 2014
Employer Identification Number : 46-4128856
DLN :17053326401013

GREEN DOT PUBLIC SCHOOLS WASHINGTON Contact Person :
STATE CUSTOMER SERVICE 31954 C/O LANGFELDT LAW PLLC Contact Telephone
Number:
2650 5TH AVE W (877) 829-5500
SEATTLE, WA 98119

Accounting Period Ending :
June 30
Public Charity Status :
170 (b) (1) (A) (i i)
Form 990 Required:
Yes
Effective Date of Exemption:
November 14, 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 .

Updated: February 24, 2022

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 .

Letter 947

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GREEN DOT PUBLIC SCHOOLS WASHINGTON

Sincerely,

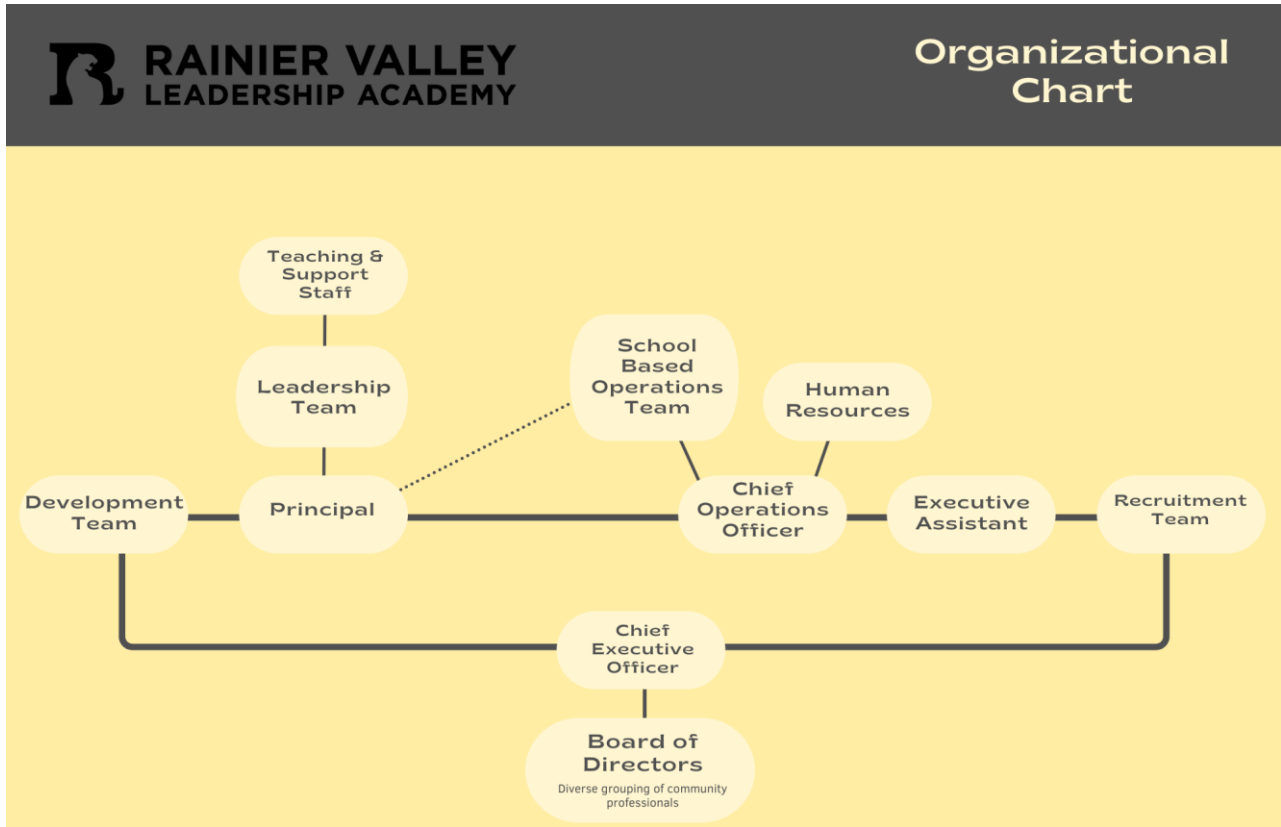
A handwritten signature in black ink that reads "Tamera Ripperda". The signature is written in a cursive, flowing style.

Director, Exempt Organizations

Enclosure :Publication 4221 -PC

Letter 947

Organizational Chart



Attachment 2: Board Roster and Disclosures

Current Board Roster					
Board Position	Name	Address	Phone	Email First.last@	Term Start/End Date
Transitioning Board Chair*	Joseph Hailey	230 2nd Ave SW, Apt 625C, Seattle, WA 98106	(206) 461-8454	@myrvla.org	Jun 04, 2021 - Jun 03, 2022 (7th) (current)
Member	Carol Peoples-Procter	236 24th Ave E, Seattle WA 98112	206-849-3747	@myrvla.org	Aug 25, 2020 - Aug 25, 2022 (2 nd) (current)
Member	Elijah Forde	9237 39 th Ave S Seattle, WA 98118	206-351-1135	@myrvla.org	Dec 15, 2020 - Dec 15, 2021 (1st) (current)
Member	Jeff Thiel	5215 146th AVE SE, Bellevue, WA 98006	425-246-1174	@myrvla.org	Oct 27, 2020 - Oct 26, 2021 (4th) (current)
Member	Maheen Sahoo			@myrvla.org	May 25, 2021-May 25, 2027 (1st) (current)
Member	Maryam Mason		206-579-0220	@myrvla.org	Nov 19, 2019 - Nov 19, 2021 (2nd) (current)
Member	Myrna Luna			@myrvla.org	June 15, 2021-June 15, 2022 (1st) (current)
Co-chair*	Reco Bembry	35786 27th Ave Federal Way, WA 98003	206-850-3626	@myrvla.org	Aug 25, 2020 - Aug 25, 2022 (2 nd) (current)
Co-Chair*	Tyson Marsh			@myrvla.org	Feb 27, 2021 - Feb 26, 2022 (1st) (current)
Member	Vivian Hsu	6612 SE 24th Street, Mercer Island, WA 98040	973-632-9082	@myrvla.org	Jul 30, 2019- Jul 30, 2022 (3rd) (current)
Secretary	William Wang	2009 Divisadero St., Apt 2A, San Francisco, CA 94115	310-993-5724	@myrvla.org	Oct 27, 2019 - Oct 26, 2021 (4th) (current)

**Public Charter School
Board Member Disclosure Form**

Note: The purpose of this document is to provide disclosure. The Public Charter School ('the School') Board operates according to its own bylaws and applicable law in regard to conflicts of interest. This form is a public document and will be available at the School for inspection by other board members, the staff, or the community. In addition, a copy of the form will be sent to the Commission. In carrying out their responsibilities, the law imposes on Board members the fiduciary duties of care, loyalty and obedience to the law.

Background

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

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

4. Indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. attorney general or the attorney general of any state, a U.S. or Commission attorney or any other law enforcement or regulatory body concerning the discharge of your duties as a board member of a for-profit or non-for profit entity or as an executive of such entity. If the answer to this question is yes, please provide details of the agreement.

- Does not apply to me.
- Yes

Board Member Disclosure Form (continued)**Conflicts**

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

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

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

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

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

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

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

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

Disclosures for Schools Contracting with an Educational Service Provider

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

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

Board Member Disclosure Form (continued)

Conflicts for Schools Contracting with an Educational Service Provider

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

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

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

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

Other

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

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

Signature

Date

Attachment 3: Educational Program Terms and Design Elements

School Name:	Rainier Valley Leadership Academy (“RVLA”)
Mission:	We fulfill our vision by ensuring scholars are college and career ready by providing an anti-racist education, opportunities for collaborative problem solving, and community leadership experiences
Objectives:	To provide a high-quality college preparatory education that prepares Washington students for success in college, leadership and life. <ul style="list-style-type: none"> • To provide effective and efficient operations and financial management in support of the school. • To provide transparent and quality governance for students and families.
Goals:	RVLA’s success will be measured across multiple facets of the model. First and foremost, RVLA seeks academic and social emotional growth for our students. In addition, we would look at measures of culture, including stakeholder feedback from teachers, students, families and staff. We will look at cultural data, including violations of the code of conduct, attendance rates and tardies. Lastly, we will take into account professional growth for teachers. Success requires a highly effective teacher in every classroom and RVLA will support, grow and develop teachers to meet this standard. RVLA will set rigorous performance targets to achieve these ambitious goals.
Education Program Term #1:	Teaching and Instruction: Students will experience effective teaching aligned to our teaching framework and multiple assessments to measure growth and inform instruction.
Education Program Term #2:	College-going Culture: Students will experience college-going culture by participating in academic counseling, accessing college tours, and taking college preparatory core content.
Education Program Term #3:	Eliminating Barriers to Learning: Students will access the academic intervention, counseling and clinical services as necessary to break down the barriers to learning.
Education Program Term #4:	Promoting Leadership and Life Skills: Students will learn a broad set of tools to prepare them for college and beyond through student leadership opportunities, partnerships with community programs, and attending an Advisory/Mentor program that will build students’ social emotional skills and college awareness.
Instructional Hours and Days	180 instructional Days 1040 instructional hours
Nationally Recognized Norm Referenced or Criterion Referenced Assessments Administered	SBAC

Updated: February 24, 2022

Geographic Area Served:	South Seattle
School Location:	6020 Rainier Ave. S Seattle, WA 98118
Grades Served at Capacity:	6th through 12th
Enrollment at Capacity:	456
Virtual Program or Online Provider:	NA
Educational Service Provider:	NA

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 4: Conflict of Interest Policy

CONFLICTS OF INTEREST POLICY

RAINIER VALLEY LEADERSHIP ACADEMY

Article I

Purpose

The purpose of the conflict of interest policy is to protect Rainier Valley Leadership Academy (“RVLA”) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the RVLA 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. If a person is an interested person with respect to any entity in which the organization is a part, he or she is an interested person with respect to all entities.

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 the RVLA has a transaction or arrangement,
- b.** A compensation arrangement with the RVLA or with any entity or individual with which the RVLA has a transaction or arrangement, or
- c.** A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the RVLA 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 RVLA 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 RVLA'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 RVLA 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 RVLA 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 RVLA, 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 RVLVA 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 RVLVA 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 RVLVA'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, RVLVA 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 5: Education Service Provider (ESP) Contract Guidelines

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

11. ESP agreements shall contain a provision that if the ESP procures equipment, materials and supplies at the request of or on behalf of the Contract school, the ESP shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.

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

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

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

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

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

Attachment 6: Student Transportation Plan

Annually RVLA will review the locations of scholars enrolled for the upcoming year to determine the transportation services the school will offer to accommodate scholar needs. The school will prioritize scholar safety, time of transport, financial feasibility and any other factors that will impact the safe transport of scholars to and from school. RVLA will map out the number of students likely to require transportation and plan to provide transportation options to all students who require it. This plan includes a combination of buses, particularly to serve SPED students, shuttles from transit centers and Orca transportation passes. The school operations team leader will collaborate with the org leadership to contract with a bus provider for rates, routes and troubleshooting any problems over the course of the year. In addition, the school operations team leader will identify operators who can provide transportation for extracurricular activities and negotiate rates, routes and troubleshooting any potential challenges that are presented. .

RVLA will abide by all state and federal regulations regarding its transportation service, particularly including the federal McKinney-Vento Homeless Assistance Act. We will work with our transportation contractor, both during the initial negotiations and contract development and after implementation, and use additional resources (such as public transportation options) to ensure that any student that meets the qualification for being homeless or temporarily displaced will be able to remain in the school, even if temporarily living outside of the general boundaries that transportation services are provided.

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

Site Plans

Floor Plans

Lease Agreement

Certificate of Use and Occupancy

Charter School

Physical Plan Description

1. The address and a description of the site and physical plant (the "Site") of Rainier Valley Leadership Academy (the "School") is as follows:

Address:

6020 Rainier Ave. S

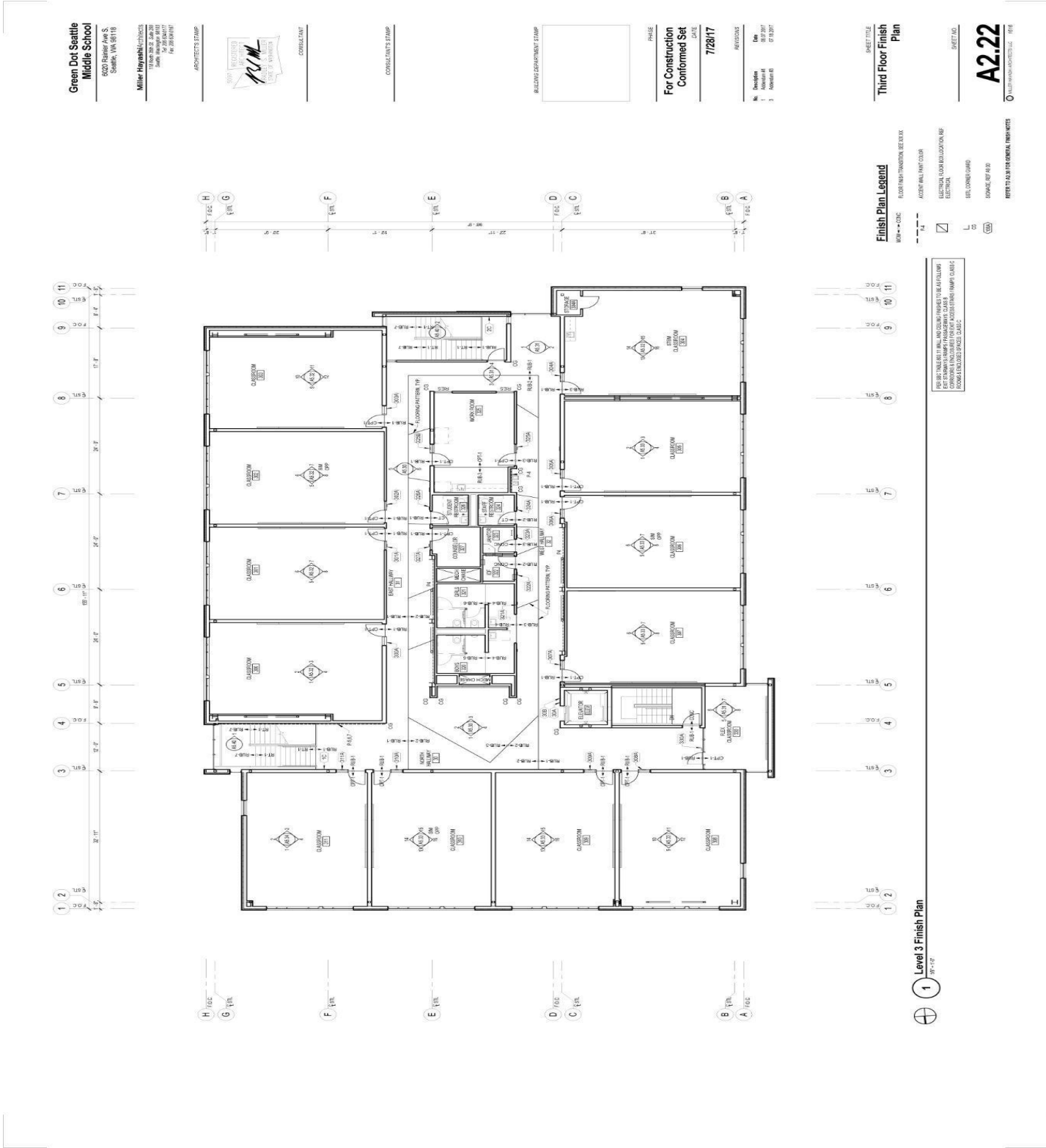
Seattle, WA 98118

Description: 3 story 49,000 sq ft new construction, industrial building, additional parcels in conjunction. Tax Parcel #'s: 8113101030 (5982), 8113101035 (5980), 8113100950 (6020), 8113100930 (5989)

Configuration of Grade Levels: 6th - 12th

Term of Use: Office and classroom use for school operation, and other uses as necessary Term of Contract: 30 years

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 – 3 story cement new build
 - b. Size of building- 49,000 square feet
 - c. Scaled floor plan – See Below



d. Copy of executed lease or purchase agreement – **See Below**

EXECUTION COPY

LEASE AGREEMENT

by and between

WCSD 6020 RAINIER AVE S LLC,
a Washington limited liability company

and

GREEN DOT PUBLIC SCHOOLS WASHINGTON STATE,
a Washington nonprofit corporation

dated as of February 21 2017

for the use and occupancy of certain real property by

GREEN DOT SEATTLE MIDDLE SCHOOL

ND:21430.10704.4843.5202.0542V3

170217 - 6020 Rainier Ave S - Lease [Execution Copy].docx

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SCHEDULES AND EXHIBITS

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EXHIBIT E Subordination, Non-Disturbance and Attornment Agreement

EXHIBIT F Form of Memorandum of Lease

LEASE AGREEMENT

1. Basic Provisions.

1.1 Parties. This Lease Agreement (“Lease”), dated for reference purposes as of February 21, 2017, is entered into by and between WCD 6020 RAINIER AVE S LLC, a Washington limited liability company (“Lessor”), and GREEN DOT PUBLIC SCHOOLS WASHINGTON STATE, a Washington nonprofit corporation (“Lessee” together with Lessor, the “Parties,” or individually a “Party”). For purposes of this Lease, “School” is that certain charter school currently named “Green Dot Seattle” in the charter application by Lessee to the Washington Charter School Commission (“WCSC”) and approved by WCSC by resolution dated October 9, 2014.

1.2 Premises. The Premises consist of land commonly known as 6020 Rainier Avenue South, Seattle, King County, Washington 98118 (the “Land”), more particularly described in **Exhibit A**, attached hereto. The existing improvements on the Land shall be demolished and a new 3-story, 43,000 square-foot facility (the “Building”) shall be built on the Land for use as a charter school (the “Leasehold Improvements”). The Leasehold Improvements are more particularly described in, and shall be constructed by Lessor in accordance with, the Work Letter attached as **Exhibit B**. The Land and Building are collectively referred to as the “Premises”. The construction of the Building and the Leasehold Improvements shall be referred to as the “Project.”

1.3 Term.

(a) Unless sooner terminated by Lessor due to material uncured default hereunder by Lessee, the term of this Lease shall commence on the date this Lease is mutually executed by the parties (“Commencement Date”) and end on June 30 of the 30th calendar year following the Rent Commencement Date (“Termination Date”), unless this Lease is sooner terminated pursuant to any provision hereof (“Term”). The “Rent Commencement Date” shall be the later of August 1, 2018, or the date of Substantial Completion (as defined below) of the Leasehold Improvements. The first Lease Year for purposes of payment of Monthly 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 is currently anticipated to be on or about August 1, 2018, and Lessor shall endeavor to Substantially Complete the Leasehold Improvements by said date.

1.4 “Substantial Completion,” “Substantially Complete,” or “Substantially Completed” Substantial Completion,” “Substantially Complete,” or “Substantially Completed” means that Lessor has (1) obtained any 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 which in the aggregate do not exceed \$25,000.00 and do not materially interfere with Lessee's occupancy of the Premises for the Agreed Use.

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

1.6 Security Deposit.

(a) Within five (5) days following mutual execution of this Lease, Lessee shall provide a Security Deposit in an amount equal to FORTY THREE THOUSAND TWO HUNDRED FIFTY AND NO/100 (\$43,250.00), which Security Deposit shall thereafter be increased, at Lessor's written request, to such greater amount as may be then requested by any Lender (as defined in Section 12.2) in connection with Lender's underwriting of any Loan to be secured by the Premises. In the event that, following such deposit, a Lender requests that Lessee thereafter increase the Security Deposit, Lessee shall deposit such additional amount with Lessor within five (5) days following written notice from Lessor; provided however, such additional deposit shall not exceed three (3) times the then prevailing monthly Base Rent. If during the Term of this Lease the Lessee is late in making any Monthly Base Rent payment for any three 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 and in no instance greater than twelve (12) months' Monthly 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 payable 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 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 41 below) and, as such, shall be subject to the provisions of Section 41.

(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. Within thirty (30) days after the Lessee's vacation of the Premises in response to 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 the 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 legal costs incurred by Lessor.

1.7 Agreed Use. The Premises shall be used as office and classroom space and for other uses necessary for the Lessee to operate the middle school charter school currently named "Seattle Charter School" in the charter application dated June 22, 2014 to the WCSC ("Agreed Use"). (See also Section 5.) "Seattle Charter School" is sometimes referenced herein as "Green Dot Seattle Middle School" or the "School". The School may be expanded to include other grade levels with Lessor's consent, which consent may not be unreasonably withheld, provided, that Lessee shall continue to abide by all local and state laws, rules and regulations and shall have an approved charter for any new grade levels and, provided further, such expansion (i) shall not cause Lessor or its member, as applicable, to be in violation of the terms and conditions of any of its financing or funding agreements or arrangements; (ii) shall not be inconsistent with Lessor or its member's status as a charitable non-stock corporation; (iii) shall not cause Lessor to reasonably determine that any such change in the Agreed Use would materially increase the risk of default under this Lease, as amended; and (iv) as a condition precedent to such expansion, the Premises shall have received the appropriate land use permits to allow such expansion.

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 applicable building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances (“**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) Subject to Section 2.3(c) below, if such Capital Expenditures are required as a result of the use and occupation of the Premises by Lessee, Lessee shall be fully responsible for the cost thereof.

(b) If such 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 instead triggered by Lessee as a result of an actual or proposed change in 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 shall be conclusively deemed to have 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 Materials and ADA Compliances. Lessor hereby notifies Lessee that the Premises have not undergone an inspection by a Certified Access Specialist. Prior to the Rent Commencement Date any costs associated with (i) the abatement of any asbestos containing materials or any other hazardous materials 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 City of Seattle Department of Construction and Inspections prior to Lessor’s occupancy of the Premises. If any such hazardous materials exist or have existed in the Premises and have been abated, Lessor shall have conducted all testing by a licensed hygienist or abatement contractor. Thereafter following the Rent Commencement Date, except if due to the act of Lessor, all such costs shall be the obligation of the Lessee.

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, Lessor shall deliver possession of the Premises to Lessee no later than the Rent Commencement Date. Except as otherwise set forth herein, 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 8 hereof, has paid first month's Rent to Lessor, and has obtained the service contracts described in Section 8.1(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 Monthly Base Rent, Quarterly Additional Rent, and any other payments or charges owing to Lessor hereunder.

4.2 Monthly Base Rent. Commencing on the Rent Commencement Date and continuing until the expiration of the Term, Monthly 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 13.3 and 13.4 if Monthly Base Rent is not timely paid.

4.3 Quarterly Additional Rent.

(a) Commencing on January 1, 2019 (for any Lessor Reimbursable Expenses that have been incurred from and after the Rent Commencement Date), and continuing on the first day of each subsequent calendar quarter of the Lease Term, Lessee shall pay Lessor additional Rent ("**Quarterly Additional Rent**") in an amount equal to any and all operating expenses that have been incurred by Lessor with respect to the Property during the previous calendar quarter (as more fully described below, "**Lessor Reimbursable Expenses**"); provided, however that Lessee shall have a 10 day grace period and no Event of Default shall have occurred so long as Quarterly Additional Rent due on the first day of the calendar quarter is paid on or before the 10th day of such quarter 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 during the immediately preceding calendar quarter (or the amortized portion of which it is entitled to receive reimbursement, if applicable) prior to the expiration of such calendar quarter. If Lessor is tardy in issuing its notice of Lessor Reimbursable Expenses, Lessee's due date and 10-day grace period 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 such that Lessee pays all such Operating Expenses 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. However, to the extent that Lessor may prefer to keep any such accounts in its own name or to the extent that it may be impossible or inconvenient for Lessee to pay such Operating Costs directly, Lessor shall pay such Lessor Reimbursable Costs, and Lessor shall be entitled to receive reimbursement therefor as Quarterly Additional Rent hereunder.

4.4 Payment. Lessee shall cause payment of Monthly Base Rent to be paid to Lessor in advance in lawful money of the United States on or before the first day of each calendar month of the Lease Term commencing as of the Rent Commencement Date without notice or demand, offset or deduction and to cause payment of Quarterly Additional Rent to be paid in arrears in lawful money of the United States on or before the first day of each calendar quarter of the Lease Term following the Rent Commencement Date as provided for herein; provided however, that Lessee shall have a 10 day grace period and no Event of Default shall have occurred so long as Monthly Base Rent due on the first day of the month is paid on or before the tenth (10th) day of such month or, if the tenth (10th) day is a non-business day, the next business day. Rent for any period during the Term hereof which is for less than one (1) 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.

4.5 Payment Delinquency. 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 13.3 and 13.4. Payments will be applied first to Monthly Base Rent or Quarterly Additional Rent, as applicable, second to accrued Late Charges including any Late Charges, which charges become due by reason of Lessee's failure to pay Monthly Base Rent or Quarterly Additional Rent when due and payable hereunder, and attorney's fees, and any remaining amount to any other outstanding charges or costs.

5. Use.

5.1 Use. Lessee shall use and occupy the Premises only for the Agreed Use or any other use which is reasonably comparable thereto 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 that disturbs occupants of or causes damage to neighboring premises or properties or violates the terms of any conditions attached to Lessee's use or the Certificate of Occupancy for the Premises including, but not limited to, rules relating to any present and

future land use entitlements or zoning restrictions and pick up and drop off and parking requirements, if any, and any future entitlements Lessor may obtain for the Premises. Lessor shall have the right, in its sole discretion, to reasonably withhold, condition or delay its consent to any written request for a modification of the Agreed Use, including but not limited to the following reasons: such modification of the Agreed Use (i) shall not cause Lessor or its member, as applicable, to be in violation of the terms and conditions of any of its financing or funding agreements or arrangements; (ii) shall not be inconsistent with Lessor or its member's status as a charitable non-stock corporation; (iii) shall not cause Lessor to reasonably determine that any such change in the Agreed Use would materially increase the risk of default under this Lease, as amended; and (iv) as a condition precedent to such expansion, the Premises shall have received the appropriate land use permits to allow such expansion..

5.2 Hazardous Substances.

(a) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) in the reasonable discretion of Lessor, injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor, Lender or Lessee to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. 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 reasonably required to be used in the normal course of the Agreed Use, 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 meaningful risk of contamination or damage or expose Lessor, Lender or Lessee to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances 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 protective modifications (such as concrete encasements).

(b) **Duty to Inform Lessor.** If Lessee knows, 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 by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has 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) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, 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, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders, 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.

(e) **Hazardous Substance Condition Remediation.** If a Hazardous Substance Condition (see Section 9.1(d)) occurs during the Term of this Lease, then Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Section 5.2(d) and Section 13; provided, however, that if a Hazardous Substance Condition occurs as a result of Hazardous Materials that are brought on the Premises (by a party other than Lessee or who is acting on behalf of or affiliated with Lessee) 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.

5.3 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 recommendations of Lessor's engineers and/or consultants which relate in any manner to such Applicable Requirements, without regard to whether such Applicable Requirements are now in effect or become effective after the Commencement Date. Lessee shall, within 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 immediately 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. COMPLIANCE WITH LAW. Lessee shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any applicable law, statute, ordinance, or governmental rule or regulation and any other restrictive covenants and obligations created by private contracts which affect the use and operation of the Premises and building, now or hereafter in force ("**Laws**"). Lessee shall at its sole cost and expense promptly comply with all Laws, including without limitation the Americans with Disabilities Act, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the use or occupancy of the Property. The judgment of any court of competent jurisdiction, or the admission of Lessee in any action, whether Lessor is a party thereto or not, that Lessee has violated any Laws, shall be conclusive of the fact as between Lessor and Lessee.

7. Maintenance; Repairs.

7.1 Lessee's Obligations.

(a) **In General.** Subject to the provisions of Sections 2.2 (Condition of Premises), 2.3 (Compliance), 5.3 (Lessee's Compliance with Applicable Requirements), 9 (Damage or Destruction), and 14 (Condemnation), 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, walls (interior and exterior), ceilings, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, 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 7.1(b). Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof 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 first class 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, 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, (vi) basic utility feed to the perimeter of the buildings on the Premises, (vii) roof cleaning and maintenance; and (viii) any other equipment or fixtures, if reasonably required by Lessor. 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. 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 days of (i) occupying the Premises or (ii) Lessor having provided Lessee with adequate information to obtain such contracts.

(c) **Replacement.** During the last five (5) years of the Lease Term, Lessor and Lessee shall meet annually and discuss Lessee's repair and maintenance plans and budget for the upcoming year. If Lessor believes that capital repairs or replacements are needed whose useful life shall extend beyond the Lease Term, Lessor and Lessee will negotiate in good faith in an attempt to agree on an arrangement for sharing the costs of such repairs and replacements between Lessor and Lessee based on an amortization of the cost thereof over their entire useful life.

7.2 Absolute Net Lease. Subject to the provisions of Sections 2.2 (Condition of Premises), 2.3 (Compliance), 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that this shall be an absolute net lease, and Lessor shall have no obligation, in any manner whatsoever, to maintain, repair or replace, the roof, the exterior shell, windows, doors, landscaping, interior improvements, equipment, or any other 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. 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 now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 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 7.4(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 any alterations that are mandated by laws, statutes, regulations, or emergency governmental orders that are non-structural 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 materially decrease the structural or seismic strength or load bearing capacity of the Building, will not weaken, undermine or otherwise disturb components of the Building shell or foundation, 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 Monthly Base Rent in the aggregate or a sum equal to one month’s Monthly 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 and all Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion of any and all Alterations or Utility Installations furnish Lessor with as-built plans and specifications. Anything to the contrary herein notwithstanding, Lessor’s prior written consent shall not be required under this Section 7.3 for any work performed by Lessee as part of its maintenance and repair obligations as set forth in Section 7.1 above.

(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. 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.

7.4 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 shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(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 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 (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises), even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. 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 7.4(b) without the express written consent of Lessor shall constitute a holdover under the provisions of Section 24 below.

8. Insurance; Indemnity.

8.1 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force at Lessee’s sole expense such property and liability insurance as described in **Exhibit D** attached hereto. So long as the Premises are subject to the lien of any Loan, including but not limited to a QALICB Loan, a Governmental Loan, or Conventional Loan, each as defined in Section 12.2 herein, Lessee shall obtain and keep in force at Lessee’s sole expense such property and liability insurance as may be required by any such Lender.

(b) **Carried by Lessor.** Lessor may, at its option, maintain liability insurance, 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.

8.2 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 that invalidates the required insurance policies. No such policy shall be cancelable or subject to 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 five 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 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, 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 together with the next installment of Base Rent, at a cost of one hundred fifty percent (150%) of such insurance; *provided however*, nothing herein shall require Lessor to obtain such insurance.

8.3 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. Lessor and Lessee 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.

8.4 Indemnity. Except for Lessor’s sole gross negligence or willful misconduct, 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, 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 entitlements or permits related to the Premises including, but not limited to, pick up and drop off and parking requirements, if any, and any other reasonable operating conditions attached to future entitlements that Lessor may obtain for 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.

8.5 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.

9. Damage or Destruction.

9.1 Definitions.

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

(b) **"Insured Loss"** shall mean Damage which was caused by an event required to be covered by the insurance described in Section 8.2, irrespective of any deductible amounts or coverage limits involved.

(c) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements 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.

(d) **"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 5.2(a), in, on, or under the Premises which requires repair, remediation, or restoration.

9.2 Destruction.

(a) If the Premises are destroyed by fire, earthquake, or other casualty to the extent that 25% of the interior space in the Premises is untenantable, Lessor has the right but not the obligation to proceed with reasonable diligence to rebuild and restore the Premises or the building or such part thereof. Lessor is required to notify Lessee whether Lessor intends to rebuild. If Lessor fails to notify Lessee within such period, then this Lease shall terminate as of the end of such period. If the Premises or the building is destroyed by fire, earthquake, or other casualty with less than 25% of the interior space in the Premises being untenantable, Lessor and Lessee will cooperate and work together to use all available insurance proceeds to rebuild and restore the Premises or the building or such part thereof.

(b) If (i) more than 50% of the floor area of Property is rendered uninhabitable by casualty to the Property, and (ii) either (A) the time to repair and rebuild is projected to be longer than 9 months, or (B) such casualty occurs in the last five years of the

Term, Lessee shall have a right to terminate this Lease by giving written notice to Lessor at least thirty (30) days after the occurrence of such casualty.

9.3 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. 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.

9.4 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.

9.5 Non-abatement of Rent. In the event of Damage, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such Damage shall not be abated. Therefore, Lessee is encouraged to obtain rent non-abatement insurance. 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 8 above.

9.6 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.

10. Real Property Taxes.

10.1 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.

10.2 Payment of Taxes. Lessee shall timely file for exemption against Real Property Taxes that is available based on Lessee's use of the Premises and shall maintain such exemption during the Term. 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 promptly following such payment.

10.3 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. 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 said 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.

11. 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, within ten (10) days after receipt of a written request for payment from Lessor. 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.

12. Assignment and Subletting.

12.1 By Lessee. Lessee shall not sublease, assign, mortgage, pledge, hypothecate or encumber this Lease or any of Lessee's interest hereunder without the prior written consent of Lessor and any Lender, which may be granted or withheld in Lessor or Lender's which may not be unreasonably withheld, provided that it shall not be unreasonable for Lessor or Lender to withhold its consent based on the following: (i) if any such Transfer shall cause Lessor, or its member, to be in violation of the terms and conditions of any of its financing or funding agreements or arrangements; (ii) if any such Transfer shall cause this Lease to be inconsistent with Lessor or its member's status as a non-profit public benefit corporation; (iii) if Lessor reasonably determines that any such Transfer shall materially increase the risk of default under this Lease, as amended. Lessor may reasonably withhold consent to a proposed Transfer if Lessee is in Default at the time consent is requested. Any sublease, assignment, mortgage, pledge, hypothecation or encumbrance by Lessee in violation of this paragraph shall be null and void.

12.2 By Lessor. Lessee acknowledges that Lessor may obtain a Loan, through a new market tax credit ("NMTC") structure (the "QALICB Loan"), 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 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). "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 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").

13. Default; Breach; Remedies.

13.1 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 grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Section 8 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(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 three business days following its due date.

(c) The failure of Lessee to fulfill any obligation under this Lease that endangers or threatens life, where such failure continues for a period of one business day following its due date.

(d) 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 5.3 of this Lease, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate, (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 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, other than those described in subparagraphs 13.1(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.

(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 ninety (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 (f) 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 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. Lessor shall use reasonable efforts to make copies of all entitlements and permits available to Lessee promptly after they have been received by Lessor, and Lessor shall give Lessee notification of any Lessee failure to comply.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations (other than the covenants and reports to be performed and supplied pursuant to Section 29) 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), 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 or to deliver the reports referenced in **Exhibit C** referenced in Section 29 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 reletting, including necessary renovation 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. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence 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 this Section 13. 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 13.1 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 13.1. In such case, the applicable grace period required by Section 13.1 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 Lessor's interests, shall not constitute a termination of 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.

In addition to the foregoing, if Lessee has not delivered the Compliance Notice referred to in **Exhibit C** referenced in Section 29 by the due date, then Lessee shall pay Lessor five hundred dollars (\$500) for each day past the due date that such Compliance Notice is not delivered. Furthermore, 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 8.4, 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.

13.3 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Monthly Base Rent, Additional Rent, and Quarterly 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 five 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 ten percent (10.0%) of the delinquent payment or two hundred fifty dollars (\$250) (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 Monthly Base Rent, then notwithstanding any provision of this Lease to the contrary, Monthly Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.4 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor when due as to scheduled payments (such as Monthly Base Rent, Additional Rent, or Quarterly Additional Rent) or within 30 days following the date on

which it was due for non-scheduled or irregular payments, shall bear interest from the date when due as to scheduled payments, or the 31st day after it was due as to non-scheduled or irregular 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 13.3.

13.5 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 30 business days after receipt by Lessor, 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 30-business-day period and thereafter diligently pursued to completion.

14. 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 Monthly 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 Monthly 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 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. Any portion of the award and/or payment that remains after the foregoing purposes have been satisfied shall be the property of Lessor. 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 Premises, and the balance shall be the property of Lessor.

15. Estoppel Certificates.

(a) Lessee (as “**Responding Party**”) shall within ten (10) days after written notice from Lessor (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 AIR Commercial Real Estate 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 Lessor.

(b) If Lessee shall fail to execute or deliver the Estoppel Certificate within such ten (10) day period, Lessor may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by Lessor, (ii) there are no uncured defaults in Lessor's performance, and (iii) not more than one (1) month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Lessor's Estoppel Certificate, and Lessee 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 in confidence and shall be used only for the purposes herein set forth.

16. Definitions Include Successors.

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 new Lessor. Subject to the foregoing, the obligations and/or covenants to be performed by the Lessor shall, in the case of an assignment and transfer, be binding only upon the successor Lessor as hereinabove defined.

17. 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.

18. Days.

Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

19. 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.

20. 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.

21. Entire Agreement.

This Lease contains the entire agreement between the Parties with respect to any matter mentioned herein. This Lease shall not be modified in any manner except by an instrument in writing executed by Lessor and Lessee.

22. Notices.

22.1 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 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 22. 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.

22.2 Addresses.

Lessor: WCSO 6020 Rainier Ave S LLC
c/o Washington Charter School Development, Inc.
600 Wilshire Blvd., Suite 200
Los Angeles, CA 90017
Telephone: (213) 542-4700
Fax: (213) 542-4701
Attention: CEO, CFO, or COO

With a copy to:
Hillis Clark Martin & Peterson P.S.
999 Third Avenue, Suite 4600
Seattle, WA 98104
Telephone: (206) 623-1745
Fax: (206) 623-7789
Attention: Kurt E. Kruckeberg

Lessee: Green Dot Public Schools Washington State
1301 E. 34th Street
Tacoma, WA 98404
Telephone: (253) 382-2400
Fax: (253) 382-2401
Attention: Executive Director

22.3 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 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.

23. 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.

24. 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 Monthly Base Rent shall be increased to one hundred fifty percent (150%) of the Monthly 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. If, without execution of a new Lease or written extension, Lessee shall hold over after the expiration or termination of the Term, with Lessor's written consent, Lessee shall be deemed to be occupying the Premises as a Lessee from month to month, which tenancy may be terminated as provided by law, unless the parties agree otherwise at the time of Lessor's consent.

25. 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.

26. 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.

27. 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 King.

28. Subordination; Attornment; Non-Disturbance.

28.1 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. Lessee agrees that a Lender shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. 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.

28.2 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 28.3, 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 prepayment of more than one month's rent, (d) be bound by any amendment or modification of the Lease made without such Lender's prior written consent, or (e) be liable for the return of any security deposit paid to any prior lessor.

28.3 Non-Disturbance. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease to such Security Devices shall be subject to receiving a commercially reasonable non-disturbance agreement (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, or provisions reasonably comparable to, those within the form of Subordination, Non-Disturbance Agreement attached as **Exhibit E**, shall be commercially reasonable. Further, if applicable, within sixty (60) 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 sixty (60) 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.

28.4 Self-Executing. The agreements contained in this Section 28 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 further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

28.5 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.

29. Mandatory Covenants.

Lessee hereby covenants and agrees 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.

30. 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.

31. 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 reasonable advance 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 material adverse effect to Lessee's use of 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. 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 gross negligence or willful misconduct in performing such activities.

32. 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.

33. 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.

34. Signs.

Lessee may place upon or install reasonable signs identifying Lessee's school and directional signs relating to deliveries. Lessee shall observe and comply with the requirements of all Laws (defined below) applicable to signage.

35. 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.

36. 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.

37. 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 thirty (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.

38. 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 29, which may be required for any NMTC financing, Governmental Financing, or other tax exempt financing available to charter schools.

39. 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.

40. Memorandum of Lease.

Upon request of Lessor, the Parties shall execute, acknowledge and record in the Official Records of King County, Washington, a Memorandum of Lease (in the form of Exhibit F hereto).

41. Lease Collateral.

41.1 Pledge/Security Agreement.

(a) 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 request, in form provided by Lessor, which execution and delivery shall occur no later than five (5) days following Lessee's receipt of any such request. "Lease Collateral" shall mean all rights and interests of Lessee (a) in all State of Washington payments (including, without limitation, all per student payments, which shall include, without limitation, all per student funding apportionments under Chapter 28A.710 RCW, Sections 28A.710.270 and 28A.710.280, and any supplemental or replacement laws, rules and regulations, and other revenues paid with respect to operation of the Premises as a 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"), (b) in the fixtures, furnishings, equipment, and other personal property utilized in connection with the maintenance and ownership of the Premises and the operation of the School (collectively, the "School FF&E"), and (c) the Security Deposit. Notwithstanding the foregoing, Lease Collateral shall not include the following (collectively, "Excluded Revenues"): (i) 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, (ii) 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; (iii) 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 (iv) net insurance or condemnation proceeds received or payable to Lessee on account of damage or destruction of such other school or its property or other loss incurred by Lessee with respect to its operation of such 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, (e) this Lease, and (f) other property and interests relating to the Premises as additional security for a Loan.

(c) **No Further Encumbrance.** Except with respect to School FF&E which is replaced by fixtures, furnishings, equipment and other personal property of substantially the same or better value or utility, 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 be within Lessor's sole and absolute discretion. 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.

42. Purchase Option.

42.1 **Grant of Option.** The Lessor and Lessor's sole member, Washington Charter School Development, Inc. ("WCSD"), hereby grant Lessee the right and option to purchase, at Lessee's sole election, either (a) Lessor's fee simple interest in the Premises or (b) WCSD's entire membership interest in Lessor (the "**Membership Interest**") for the price and upon the terms and conditions (the "**Option**") set forth herein. Lessor's leasehold interest in the Premises and WCSD's Membership Interest are sometimes individually and collectively referred to as the "**Option Property**". Either party shall execute, upon request of the other party, a Memorandum of this Option in recordable form to memorialize the grant of the Option.

42.2 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 42.3 below, the Option Consideration shall be retained by Lessor.

42.3 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 thirty (30) days after the date of the Option Notice. The conditions to closing of the purchase or sale shall be (a) if a purchase of the Membership Interest, the payment of the Purchase Price and any other amounts payable by Sublessee under an assignment of LLC membership interests agreement, and (b) if a purchase of the fee simple interest in the Premises, (i) the execution and delivery of a Purchase and Sale Agreement, in substantially the form of Exhibit G, (ii) an assignment agreement conveying title to the Option Property, with the associated excise tax affidavit, and (iii) such documentation as reasonably required by escrow or Lessee to consummate the assignment, and issuance of a title policy by the title company evidencing Lessee’s ownership of the fee simple interest in the Premises, subject to the Lease and such other exceptions to title as reasonably approved by Lessee.

42.4 Purchase Price. Unless otherwise agreed by Lessor and Lessee, the Purchase Price for the Option Property will be the sum of (a) the highest amount of debt that can be supported by the then prevailing annual Base Rent (which amount must in any event be greater than the amount of any debt of Lessor then outstanding against the Premises and which debt service may not be less than Four Hundred Thousand and No/100 Dollars (\$400,000.00) per annum) plus (b) a repayment of fifteen percent (15%) of the original Equity invested in the Project (as described in the Work Letter). The Purchase Price shall be payable all cash to WCSD or Lessor, as applicable, at the Closing.

42.5 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 its fee simple interest in 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.

42.6 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 this Option to any entity controlled by or under common control of Lessee, without WCSD's or Lessor's approval.

[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:

By LESSEE:

Executed at: LOS ANGELES, CA

Executed at: TACOMA, WA

on: MARCH 17, 2017

on: MARCH 17, 2017

WCSD 6020 RAINIER AVE S LLC, a Washington limited liability company

GREEN DOT PUBLIC SCHOOLS WASHINGTON STATE, 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: Bite Dusschutt
Its: Executive Director

By: [Signature]
Name: JOHN SUN
Its: PRESIDENT

By: [Signature]
Name: Andrew Buhayar
Its: Board chair

By: [Signature]
Name: PATRICK ONTIVEROS
Its: SECRETARY

WCSD joins this Lease solely for purposes of Section 42:

By WCSD:

Executed at: LOS ANGELES, CA

on: MARCH 17, 2017

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

By: [Signature]
Name: JOHN SUN
Its: PRESIDENT

SCHEDULE 1

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

LEASE YEAR	SCHOOL YEAR	TOTAL ANNUAL RENT	MONTHLY RENT
1	2018-19	\$484,500.00	\$40,375.00
2	2019-20	\$510,000.00	\$42,500.00
3	2020-21	\$520,200.00	\$43,350.00
4	2021-22	\$530,604.00	\$44,217.00
5	2022-23	\$541,216.08	\$45,101.34
6	2023-24	\$552,040.40	\$46,003.37
7	2024-25	\$563,081.21	\$46,923.43
8	2025-26	\$574,342.83	\$47,861.90
9	2026-27	\$585,829.69	\$48,819.14
10	2027-28	\$597,546.28	\$49,795.52
11	2028-29	\$609,497.21	\$50,791.43
12	2029-30	\$621,687.15	\$51,807.26
13	2030-31	\$634,120.90	\$52,843.41
14	2031-32	\$646,803.32	\$53,900.28
15	2032-33	\$659,739.38	\$54,978.28
16	2033-34	\$672,934.17	\$56,077.85
17	2034-35	\$686,392.85	\$57,199.40
18	2035-36	\$700,120.71	\$58,343.39
19	2036-37	\$714,123.12	\$59,510.26
20	2037-38	\$728,405.59	\$60,700.47
21	2038-39	\$742,973.70	\$61,914.47
22	2039-40	\$757,833.17	\$63,152.76
23	2040-41	\$772,989.84	\$64,415.82
24	2041-42	\$788,449.63	\$65,704.14
25	2042-43	\$804,218.62	\$67,018.22
26	2043-44	\$820,303.00	\$68,358.58
27	2044-45	\$836,709.06	\$69,725.75
28	2045-46	\$853,443.24	\$71,120.27
29	2046-47	\$870,512.10	\$72,542.68
30	2047-48	\$887,922.35	\$73,993.53

Such Base Rent shall be collected in monthly installments due on the 1st day of each month.

EXHIBIT A

LEGAL DESCRIPTION

5982 Rainier Ave S – Parcel#: 8113101030

TAX PARCEL NUMBER: 8113101030

LOT A, CITY OF SEATTLE SHORT SUBDIVISION NO. 2306480, RECORDED UNDER RECORDING NO. 20050713900011, RECORDS OF KING COUNTY, WASHINGTON;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

5980 Rainier Ave S – Parcel #: 8113101035

LOT B, CITY OF SEATTLE SHORT SUBDIVISION NO. 2306480, RECORDED JULY 13, 2005 UNDER RECORDING NO. 20050713900011, RECORDS OF KING COUNTY, WASHINGTON.

PARCEL B-1:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, DRAINAGE AND UTILITIES OVER, UNDER AND ACROSS THE NORTH 12 FEET OF THE SOUTH 57.05 FEET OF THAT PORTION OF TRACT 23 OF SUNNYSIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 120, IN KING COUNTY, WASHINGTON, LYING EASTERLY OF RAINIER AVENUE SOUTH AS ESTABLISHED BY ORDINANCE NO. 29364 OF THE CITY OF SEATTLE;

EXCEPT THE EAST 206.05 FEET THEREOF.

A PORTION OF PARCEL 2 OF LOT BOUNDARY ADJUSTMENT NUMBER 3022507, RECORDED JUNE 20, 2016 UNDER RECORDING NO. 20160620900012, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTH 1/2 OF THE SOUTH 114.12 FEET OF THAT PORTION OF TRACT 23 OF SUNNYSIDE FIVE ACRE TRACTS, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, ON PAGE 120, RECORDS OF KING COUNTY, WASHINGTON, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL B, CITY OF SEATTLE SHORT SUBDIVISION NO. 2306480, RECORDED JULY 13, 2005 UNDER RECORDING NO. 20050713900011, RECORDS OF KING COUNTY, WASHINGTON;

THENCE NORTH 01°11'57" EAST, 57.06 FEET ALONG A NORTHERLY PROLONGATION OF THE WEST LINE OF SAID LOT B TO THE NORTH LINE OF SAID NORTH 1/2 OF THE SOUTH 114.12 FEET OF SAID TRACT 23 AND THE TERMINUS OF SAID LINE.

EXCEPTING THE EAST 64.5 FEET THEREOF.

6020 Rainier Ave S – Parcel #: 8113100950

THAT PART OF THE NORTH HALF OF TRACT 22, SUNNYSIDE FIVE ACRE TRACTS, ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 120, IN KING COUNTY, WASHINGTON, LYING EAST OF RAINIER AVENUE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL;

THENCE RUN EAST ALONG THE SOUTH LINE OF SAID NORTH HALF OF TRACT 22, 150 FEET;

THENCE NORTHERLY PARALLEL WITH THE EAST MARGIN OF RAINIER AVENUE TO THE NORTH LINE OF SAID TRACT 22;

THENCE WEST 150 FEET ALONG SAID NORTH LINE TO THE EAST MARGIN OF RAINIER AVENUE;

THENCE SOUTHERLY ALONG THE EAST LINE OF RAINIER AVENUE TO THE POINT OF BEGINNING.

Updated: February 24, 2022

5989 46th Ave S – Parcel#: 8113100930

TAX PARCEL NUMBER: 8113100930

PARCEL A:

THE NORTH 55 FEET OF THAT PORTION OF THE NORTH HALF OF TRACT 22 OF SUNNYSIDE FIVE ACRE TRACTS, ACCORDING TO PLAT RECORDED IN VOLUME 2 OF PLATS AT PAGE 120, IN KING COUNTY, WASHINGTON, LYING EASTERLY OF LINE WHICH BEGINS AT A POINT ON THE SOUTH LINE OF SAID NORTH HALF, DISTANT EASTERLY 150 FEET FROM THE EASTERLY LINE OF RAINIER AVENUE AND RUNS THENCE NORTHERLY, PARALLEL WITH SAID EASTERLY LINE TO THE NORTH LINE OF TRACT 22.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE EAST 18 FEET OF THAT PORTION OF THE NORTH ONE-HALF OF SAID TRACT 22 LYING SOUTH OF THE NORTH 55 FEET OF SAID TRACT 22, KING COUNTY, WASHINGTON.

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A-2

170217 - 6020 Rainier Ave S - Lease [Execution Copy].docx

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 Section 3 below:

(i) Construction – Ground up construction of a three-story, approximate 43,000 square foot facility for a public charter school serving middle school grades, with a maximum enrollment of 600 students. The facility includes 30 classrooms (inclusive of specialty classrooms – special education classrooms, STEM classrooms, and computer labs), administration space, a multi-purpose room, a field, on-site parking spaces, and on-site bicycle parking spaces;

(ii) Access and Parking – A faculty parking lot/drop-off area exists on on-site. Vehicular access to the site will be provided via one (1) northerly driveway on Rainier Avenue; and

(iii) Recreational Facilities – A playfield on the Premises,

(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

Updated: February 24, 2022

(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 be and remain the property of Lessor in accordance with the terms and provisions of the Lease. Lessor retains the right to revise the Leasehold Improvements as desirable or necessary in its reasonable discretion. 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 to coordinate the installation of the foregoing at Lessee's request.

(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) **"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.

(f) **"Total Construction 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 Construction Costs" shall also include all costs referred to in Section 4 of this Work Letter.

3. Construction and Completion.

(a) Included as Attachment 1 to this Work Letter, is a preliminary site plan and floor plan prepared by Miller Hayashi Architects dated November 15, 2016, for the Premises

illustrating the Leasehold Improvements to be made by Lessor (the “Site Plan”). Lessor shall be responsible for completing and constructing the Leasehold Improvements in accordance with the project documents 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. 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, so as not to interfere 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). Lessor shall use all commercially reasonable efforts to minimize the cost of the Leasehold Improvements consistent with good construction practices.

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.

(b) **Final Inspections.** Lessor shall give Lessee at least five (5) business 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 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.

Attachment 1 to Exhibit B

Site/Floor Plan

[See attached.]

ND: 21430.10704 4843-5202-0542V3

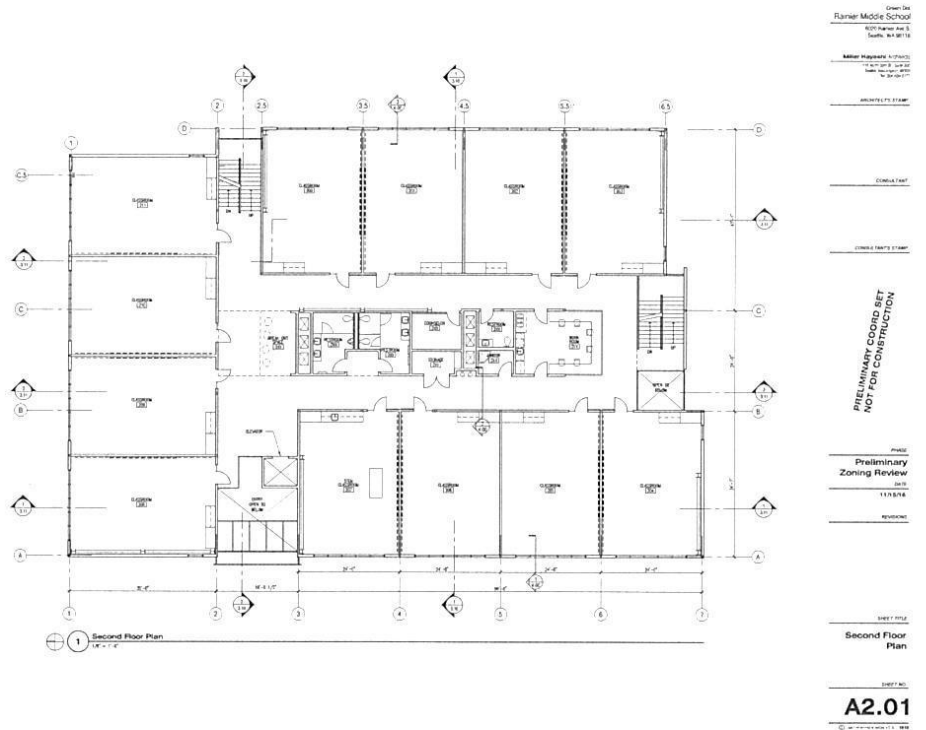
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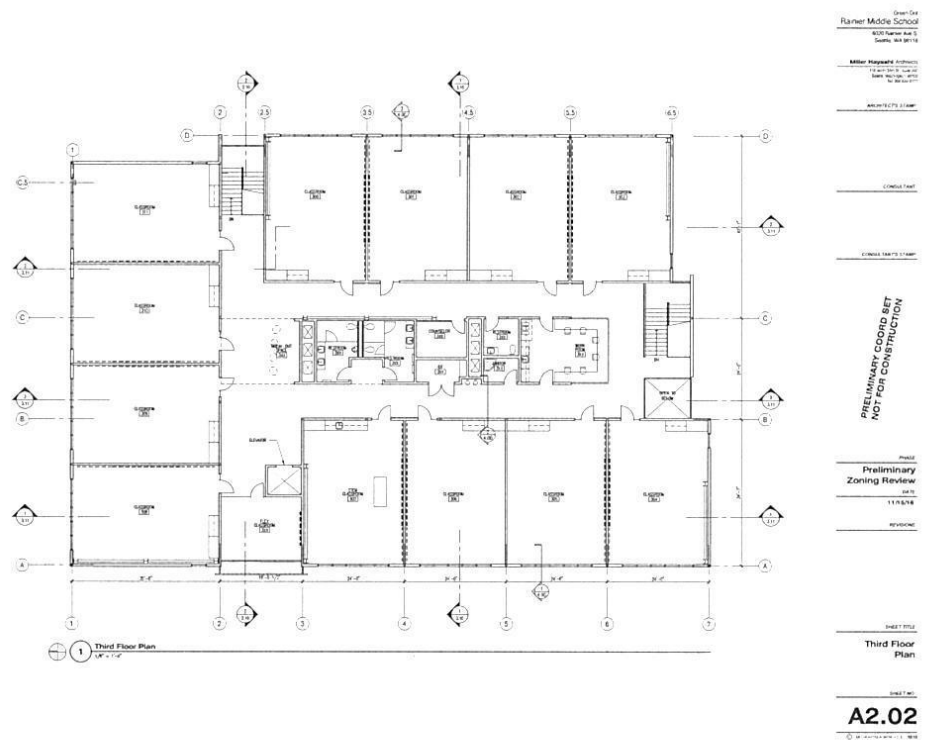
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Updated: February 24, 2022



File Name: 19-001-001

Updated: February 24, 2022

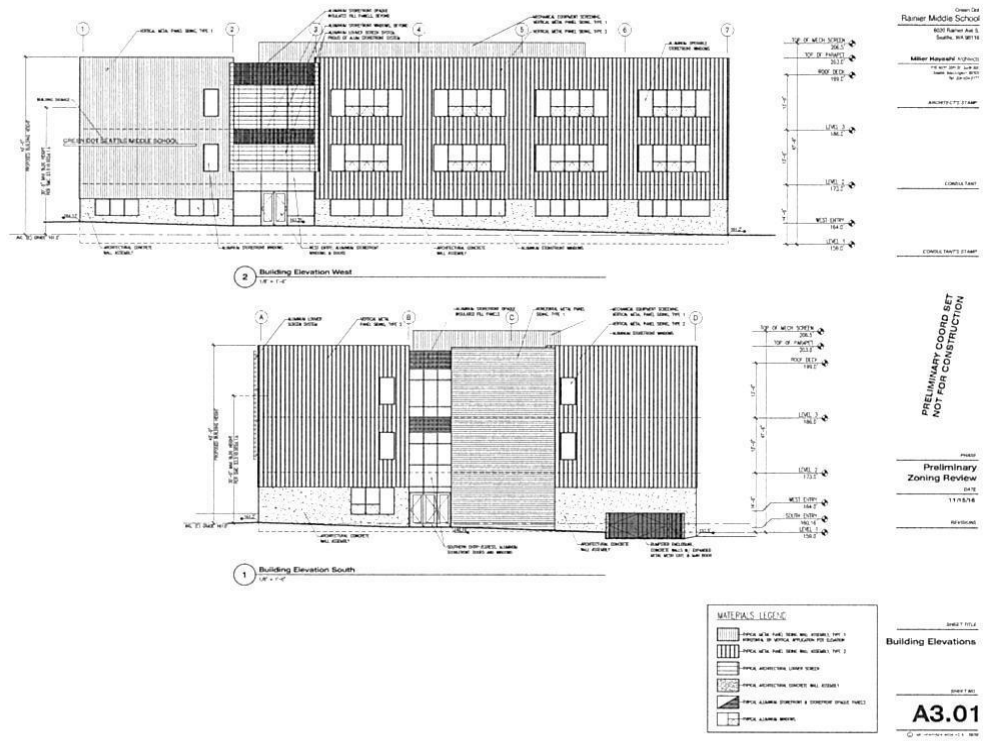


EXHIBIT C

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 generally accepted accounting principles (“GAAP”), as modified from time to time excluding the proposed changes in accounting for leases.

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 60 days before the 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.

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 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 Lessor in writing 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, 2018. 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 payment obligations under the Lease by (B) the sum of (without duplication) School's current 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, 2019. "**Debt/Worth Ratio**" shall be defined as the ratio of total liabilities divided by total net worth (assets minus liabilities). 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, 2019, 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, 2019. 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.

2. 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.

3. 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.

4. Organizational Change. Lessee shall not reincorporate or reorganize itself under the laws of any jurisdiction other than the jurisdiction in which it is incorporated as of the date hereof without the prior written consent of Lessor.

5. 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 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 GAAP; 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 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 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 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 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 with GAAP, consistently applied; and

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

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

7. New Market Tax Credit Covenants. No part of the business activities of School as Lessee of the Premises 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**Insurance Requirements****1. Liability Insurance.**

Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessor and any Lender, and successors and assigns, as additional insureds, against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, 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 for bodily injury and property damage with annual general 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, whose insurance shall be considered excess insurance only. Lessee shall provide Lessor and any Lender 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 business days following the Rent Commencement Date. In addition, Lessee shall carry:

- (a) Worker's Compensation Insurance in accordance with Washington Law;
- (b) 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;
- (c) Directors' and Officers' Insurance in an amount of not less than \$1,000,000 per occurrence; and
- (d) Excess Liability or Umbrella Coverage must be provided at a minimum of \$5,000,000.

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, with loss payable to Lessor and to any Lender insuring loss or damage to the Premises, including, if required by a Lender, loss or damage from earthquakes. 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, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value

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thereof. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage, including, if required by any Lender, the perils of flood and earthquake unless included in the Base Premium, and 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 \$1,000 per occurrence.

3. **Lessee's Property; Rental 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 business days following the Rent Commencement Date. Lessee shall also obtain and maintain in the name of and for the benefit of Lessor, rental interruption insurance and rent non-abatement insurance for 12 months, insuring Lessor for the amounts of Monthly Base Rent arising from an interruption of the payment of the Monthly Base Rent otherwise payable by Lessee and insuring Lessee against any unabated rent during any period when the Premises are uninhabitable but rent does not abate. To the extent Lessee is unable to obtain Rental Interruption Insurance or rent non-abatement insurance, Lessor shall seek to obtain same subject to Lessee's obligation to reimburse Lessor as Rent or additional Rent hereunder the commercially reasonable amount of any such premiums.

4. **Builder's Risk Insurance.** During construction of any improvements and alterations of the Premises, Lessee shall also procure and maintain builder's risk insurance upon the entire work on the Premises and in the amount of 100% replacement value thereof. Such builder's risk insurance may be included in the property policy through the property policy described above or through a separate policy.

5. **Periodic Adjustment of Insurance Limits.** The policy limits for the various liability insurance limits described above shall be subject to review and adjustment by the Lessor on July 1, 2018 and on each fifth (5th) anniversary thereafter. On each such occasion, the Lessor shall be entitled to require increases in the policy limits of such liability policies to round number amounts that reflect the aggregate percentage increase in the All Urban Consumer Price Index that has occurred since the Lease Commencement Date and during each subsequent five year period.

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Updated: February 24, 2022

6. **Additional Insurance Requirements for Lender.** Lessee shall satisfy such additional insurance requirements as may be requested by Lender.

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EXHIBIT E

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 _____, 20____, and is made by and among _____ ("Lender") and GREEN DOT PUBLIC SCHOOLS WASHINGTON STATE, a Washington nonprofit corporation ("Lessee" or "School Operator").

RECITALS

A. Lessee is the Lessee under that certain Lease Agreement (the "Lease" dated as of January __, 2017, with WCSD 6020 RAINIER AVE S LLC, a Washington limited liability company ("Lessor" or "Borrower"), which Lease is as to the premises described 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 _____, 2017 (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") 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.

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C. Pursuant to the Lease, the Lessee has pledged (the “Lease Collateral Pledge”) to the Lessor all of Lessee’s rights and interests in (1) the fixtures, furnishings, equipment, and other personal property utilized in connection with the maintenance and ownership of the Premises and the operation of the School (collectively, the “School FF&E”), and (2) 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”). Pursuant to the Lease, Lessee has deposited with Lessor the initial \$_____ portion of the “Security Deposit,” which Security Deposit will be increased to \$_____ 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 the (i) 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, (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.

2. Non-Disturbance and Attornment. Lender agrees that, if Lender exercises any of its rights under the Loan Documents such that it becomes the owner of the Premises, 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 and Lessee, and subject to all the terms, covenants and conditions of the Lease and (b) Lender 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, Lessee will attorn to and recognize Lender 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. Lessee agrees and acknowledges that the foregoing right of Lessor to disturb Lessee's possession shall be at Lender's sole election and that, unless and until Lender so elects (with no obligation on Lender to make such election), the Lease and Lessee's obligations thereunder shall continue and Lessee shall be obligated to attorn to Lender as provided in the previous sentence.

Notwithstanding the foregoing or any other provision of this Agreement to the contrary, any Purchase Rights shall automatically terminate and be of no further force or effect at such time as Lender, or any other party, becomes the owner of the Premises pursuant to the Deed of Trust, 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 Lender succeeds to the interest of Lessor under the Lease, Lender shall not be:

- 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), or
- d. bound by any obligation to make any payment to Lessee which was required to be made prior to the time Lender 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, or
- f. bound by any amendment or modification of the Lease made without the written consent of Lender.

In no event shall Lender have any obligations or duties with respect to any of the subleases or in favor of any School Operator.

4. 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, are paid to persons or entities related to Lessee or Lessor) (collectively, “Administrative Charges”) shall be subject and subordinate to the prior payment of all rent becoming due and payable under the Lease. In this regard, Lessee will apply 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.

5. Notices to Lender. Lessee hereby agrees to give to Lender copies of all notices of Lessor default(s) under the Lease in the same manner as, and whenever, Lessee shall give any such notice of default to Lessor and no such notice of default shall be deemed given to Lessor unless and until a copy of such notice shall have been so delivered to Lender. 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 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-referenced 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, as long as Lender, in good faith, shall have notified Lessee that Lender intends to institute proceedings under the Loan Documents, and, thereafter, as long as such proceedings shall have been instituted and shall be prosecuted with reasonable diligence. In the event of the termination of the Lease by reason of any default thereunder by Lessor, upon Lender’s written request, given within 30 days after any such termination, Lessee, within 15 days after receipt of such request, shall execute and deliver to Lender 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.

6. Pledges and Assignments of Lease Collateral.

6.1 Lessee Acknowledgements. Lessee hereby acknowledges (a) that, subject to the rights and interest, if any, of any third parties, the Lessor is assigning Lessor's pledged interests in the School FF&E and the School Revenues to the Lender as security for the Loan, (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 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 FF&E, the School Revenues, 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 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 or a foreclosure under the Deed of Trust), 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 of Lessee.

8.1 General Covenants. Lessee hereby represents, warrants, acknowledges, and agrees as follows:

a. Without the Lender's prior written approval, Lessee shall not exercise any right under the Lease or pursuant to applicable law that Lessee may have to terminate or cancel the Lease, or to surrender the Premises;

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 an option to purchase the Premises, or any part thereof, and does not have any other interest in the Premises other than that created under the Lease.

The acknowledgements and agreements of Lessee set forth in this Section 8.1 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.

8.2 Termination; Assignment or Sublease. Without prior written consent of Lender, (a) Lessee shall not agree to terminate, amend, modify, or waive any provision of the Lease or to effect a surrender of the Lease and/or the Premises, (b) Lessee shall not surrender the Lease or the Premises, (c) in exercising any of its rights or remedies under the Lease, Lessee shall not terminate the Lease, and (d) Lessee, with or without the consent of Lessor, shall not assign, sublease, pledge, encumber, or otherwise transfer or dispose of Lessee's rights under the Lease or with respect to the Premises.

8.3 Additional Mandatory Covenants.

a. Lessee, as School Operator, shall cause all use permits and licenses for the School (including, without limitation, the School Charter) and the Premises to be kept in full force and effect at all times.

b. Lessee, as School Operator, shall not cause or permit the School Charter to be expanded or modified without the prior written consent of Lender, which shall not be unreasonably withheld or delayed.

c. Lessee will take on no additional debt secured by any of the Lease Collateral, or any other collateral owned by Lessee that is encumbered in favor of Lender.

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

e. Lessee, as School Operator, shall waive, forfeit, or otherwise release its right to receive the State Operating Payments unless Lessee first demonstrates to the Lessor and Lender's satisfaction that it 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 Coverage Ratio as set forth in subsection g of this Section 8.3). Lessee shall notify the Lessor and Lender in writing 30 days in advance of any termination, cancellation, or material amendment of the State Operating Payments.

f. Lessee shall notify the Lender in writing of the occurrence of any of the following: (i) Lessee has received a notice or other communication from the Washington Charter School Commission (or any other applicable state or local governmental agency) that the School is not in compliance with any of the Charter School Requirements, (ii) there has been a termination, non renewal, or cancellation of the School Charter, (iii) there has been a reduction, interruption, delay of more than 30 days, or elimination of the State Operating Payments to Lessee, as School Operator, or (iv) Lessee has become aware of any information that would materially and adversely affect the Charter School. Lessee shall deliver the notices described herein promptly upon Lessee's becoming aware of the events described, but no event later than 10 days thereafter.

g. Lessee shall maintain a lease coverage ratio of not less than [1. __ to 1.00]. "Lease Coverage Ratio" means, for any fiscal year, (A) (1) all School Revenues received from the operation of the School for such fiscal year plus (2) all grant funds actually received by such Lessee for the operation of the School for such fiscal year minus (3) expenses related to the operation of the School (excluding lease payments for the Project) for such fiscal year divided by (B) the scheduled lease payments, including any replacement reserve deposits and payments for administrative fees, required to be made by such Lessee to Lessor pursuant to the Lease during such fiscal year.

9. Authority. If Lessee 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 Lessor 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.

10. 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 Lessee:

If to Lender:

11. 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.

12. 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.

13. 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.

14. Right to Name Lessee. Nothing contained herein shall prevent Lender from naming Lessee in any foreclosure or other action or proceeding initiated in order for Lender to avail itself of and complete any such foreclosure or other remedy.

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 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.

Lender:

By: _____

Name: _____

Title: _____

STATE OF WASHINGTON

} ss.

COUNTY OF _____

I certify that I know or have satisfactory evidence that [NAME OF INDIVIDUAL] 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 [INDIVIDUAL'S TITLE] of [ENTITY] , a [ENTITY STATE OF REGISTRATION] [TYPE OF ENTITY] , to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 20 ____ .

Printed Name _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Commission Expires _____

[signatures continue on following page]

Updated: February 24, 2022

Lessee:

GREEN DOT PUBLIC SCHOOLS WASHINGTON STATE,
a Washington nonprofit corporation

By: Brianna Dusseault
Name: Brianna Dusseault
Its: Executive Director

STATE OF WASHINGTON

COUNTY OF King } ss. Dusseault, Brianna Nixon

I certify that I know or have satisfactory evidence that [NAME OF INDIVIDUAL] 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 Executive Director of [ENTITY], a [ENTITY STATE OF REGISTRATION] Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 27th day of May, 2017.



Dung Tran
Printed Name TRAN DUNG T.
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle
My Commission Expires 06/28/2020

Green Dot Public Schools WA State

EXHIBIT F

Form of Memorandum of Lease

RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO:

WCSD 6020 Rainier Ave S LLC
c/o Washington Charter School Development, Inc.
600 Wilshire Blvd., Suite 200
Los Angeles, CA 90017
Attention: Patrick Ontiveros, Esq.

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE (this “**Memorandum**”) is dated as of February 21, 2017, by and between WCSD 6020 RAINIER AVE S LLC, a Washington limited liability company (“**Lessor**”) and GREEN DOT PUBLIC SCHOOLS WASHINGTON STATE, a Washington nonprofit corporation (“**Lessee**”).

1. **Grant of Lease.** Pursuant to that certain Lease Agreement (“**Lease**”) dated as of February 21, 2017, 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 6020 Rainier Avenue South, Seattle, located in the County of King, 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 due to a default by Lessee, the term of the Lease shall end on the earlier of the expiration date of the Lease, which is June 30, 2048, or any sooner termination of the Lease by reason of casualty, condemnation or other cause.
3. **Incorporation by Reference.** All of the terms, provisions and covenants of 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.
4. **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.

899220 3 7103.020
ND: 21430.10704 4843-5202-0542v3

F-1

Updated: February 24, 2022

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

By LESSOR:


WCSD 6020 RAINIER AVE S 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: _____
Its: _____
Date: _____

By LESSEE:

GREEN DOT PUBLIC SCHOOLS
WASHINGTON STATE,
a Washington nonprofit corporation

By: 
Name: Brianna Dusseault
Its: Executive Director

Date: May 3, 2017

899220.3 71103.020
ND: 21430.10704 4843-5202-0542v3

F-2

Updated: February 24, 2022

STATE OF WASHINGTON

COUNTY OF King } ss. Dusseault, Brianna Nixon

I certify that I know or have satisfactory evidence that [NAME OF INDIVIDUAL] 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 Executive Director of [ENTITY], a [ENTITY STATE OF REGISTRATION] [Cooperatives], to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 3rd day of May, 2017.



Tran Dung
Printed Name TRAN DUNG T.
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle
My Commission Expires 06/28/2020

STATE OF WASHINGTON

COUNTY OF _____ } ss. _____

I certify that I know or have satisfactory evidence that [NAME OF INDIVIDUAL] 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 [INDIVIDUAL'S TITLE] of [ENTITY], a [ENTITY STATE OF REGISTRATION] [TYPE OF ENTITY], to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 20____.

Printed Name _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Commission Expires _____

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

Attachment 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: Rainier Valley Leadership Academy 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);

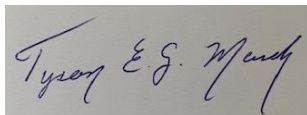
17. The School shall provide basic education, as provided in RCW 28A.150.210, including instruction in the essential academic learning requirements and shall participate in the statewide student assessment system as developed under RCW 28A.655.070 and in accordance with the requirements of chapter 28A.710 RCW;

18. The School shall employ certificated instructional staff as required in RCW 28A.410.025, provided that the Schools may hire non-certificated instructional staff of unusual competence and in exceptional cases as specified in RCW 28A.150.203 (7);
19. The School shall comply with the employee record check requirements in RCW 28A.400.303;
20. The School shall adhere to generally accepted accounting principles and be subject to financial examinations and audits as determined by the state auditor, including annual audits for legal and fiscal compliance;
21. The School shall comply with the annual performance report under RCW 28A.655.110;
22. The School shall be subject to the performance improvement goals adopted by the state board of education under RCW 28A.305.130;
23. The School shall comply with the open public meetings act in chapter 42.30 RCW and public records requirements in chapter 42.56 RCW;
24. The School shall be subject to and comply with all legislation governing the operation and management of charter schools;
25. The School shall comply with all state statutes and rules made applicable to the charter school in the school's charter contract;
26. The School shall not engage in any sectarian practices in its education program, admissions or employment policies, or operations;
27. The School shall be subject to the supervision of the superintendent of public instruction and the state board of education, including accountability measures, to the same extent as other public schools, except as otherwise expressly provided by law;
28. The School shall not limit admission on any basis other than age group, grade level, or capacity and must enroll all students who apply within these bases and shall be open to any student regardless of his or her location of residence;
29. The School shall not charge tuition, but may charge fees for participation in optional extracurricular events and activities in the same manner and to the same extent as do other public schools;

30. If capacity is insufficient to enroll all students who apply to the charter school, the School must select students through a lottery to ensure fairness, however, the School must give an enrollment preference to siblings of already enrolled students;
31. The School's Board shall annually determine the capacity of the School in consultation with the Commission and with consideration of the School's ability to facilitate the academic success of its students, achieve the objectives specified in the charter contract, and assure that its student enrollment does not exceed the capacity of its facility;
32. The School shall comply with all health and safety laws, rules and regulations of the federal, state, county, region, or community that may apply to its facilities and property;
33. The School has disclosed any real, potential or perceived conflicts of interest that could impact the approval or operation of the School;
34. The School shall meet any reasonable requirements or conditions imposed by the Commission, including but not limited to requirements or conditions to monitor the progress of the School and to ensure that the School is prepared to open smoothly on the date agreed, and to ensure that the School meets all building, health, safety, insurance, and other legal requirements for school opening;
35. The School shall comply with, and fully participate in, any activity by the Commission that the Commission deems necessary for it to monitor, engage in oversight, and/or engage in corrective action pursuant to RCW 28A.710.180;
36. The School shall comply with any corrective actions or sanctions imposed upon it by the Commission pursuant to Chapter 28A.710 RCW;
37. The School shall comply with all renewal and nonrenewal actions required of it by the Commission or by law, including but not limited to the requirements imposed by RCW 28A.710.190 and .200;
38. The School shall comply with any nonrenewal of termination actions imposed by the Commission pursuant to Chapter 28A.710 RCW and duly adopted rules of the Commission;
39. The School shall report student enrollment in the same manner and based on the same definitions of enrolled students and annual average full-time equivalent enrollment as other public schools;

40. The School shall comply with applicable reporting requirements to receive state or federal funding that is allocated based on student characteristics;
41. The School shall, at all times, maintain all necessary and appropriate insurance coverage;
42. The School shall indemnify and hold harmless the Commission and its officers, directors, agents and employees, and any successors and assigns from any and all liability, cause of action, or other injury or damage in any way relating to the School or its operation;
43. The School has not been assisted by any current or former employee of the state of Washington whose duties relate or did relate to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, the School has described them in full detail on a separate page attached to this document.
44. The School will notify families of current and prospective students of any ongoing litigation challenging the constitutionality of charter schools or that may require charter schools to cease operations through web site postings and written notice with signed acknowledgement of receipt.
45. Charter school 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 Renewal 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 Renewal Application reflects the original work of the Applicant; no portion of the Renewal Application was copied or plagiarized.
48. These assurances are made by the charter school board through its duly authorized representative. The charter school board has reviewed and discussed these assurances and passed a motion affirming current and future compliance with these assurances.

Rainier Valley Leadership Academy



02/05/2022

Tyson Marsh

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

- A brief statement of the mission of the School;
- Enrollment statistics including student demographics;
- Expenditures per pupil for the school year;
- A summary of student scores on all mandated tests and interim assessment measures;
- A concise annual budget report;
- Student attendance, graduation, and dropout rates;
- Information regarding the use and condition of the School building or buildings;
- A brief description of the learning improvement plans for the School;
- A summary of the feedback from parents and community members obtained under RCW [28A.655.115](#); and an invitation to all parents and citizens to participate in school activities.

Performance Review and Ongoing Oversight

The School must also provide any documents, data or information that the Commission deems necessary for ongoing oversight, accountability, and compliance monitoring.

Attachment 10: Enrollment Policy

Enrollment Policy

Nondiscrimination Statement

Rainier Valley Leadership Academy (RVLA) does not discriminate in any programs or activities, including enrollment, on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal and provides equal access to the Boy Scouts and other designated youth groups.

Enrollment Process

Admissions for Independent Charters

RVLA operates independent charter schools in Washington State.

An “Independent Charter School”, as defined by this policy, is one that operates independently of the school district in almost all respects and has the greatest degree of flexibility to design and implement the goals and procedures described in their charter petition.

Independent charters are open to all students. Students must fill out a lottery form and meet all deadlines for the application process. If the number of completed lottery forms exceeds the grade-level capacity, a random, public lottery will determine enrollment.

Lottery Forms

All students, including siblings, need to turn their lottery form in prior to the lottery deadline to be eligible for enrollment. Existing students will be exempt from the public random lottery. Preference will be provided to students with siblings currently attending a RVLA school.

Lottery forms received after the lottery deadline will **be** placed on the waitlist in the order they were received.

Sibling Preference

Sibling Preference is defined as:

- Siblings of a currently enrolled student at any grade level are eligible to receive admissions preference to the same RVLA school.
- Siblings must share at least one biological parent or legal guardian.

Matriculation

A student who enrolls with RVLA will matriculate into the next grade level without needing to reapply. This includes middle school and high school.

Enrollment Cutoff

Due to the schedule at RVLA, RVLA schools will set mandatory enrollment by dates. Defined as:

- Admittance after the lottery date will be limited to the first 45 days of each semester, with priority given for space available beyond 45 days. The calendar will be based on the annual calendar approved by the RVLA board
- 12th-grade transfers will not be permitted to RVLA after the 1st day of classes

Recommended Lottery Process

At the lottery, a presentation will be made in English, with translation services made available in other languages as needed, to all interested parties about the lottery process and rules. The school may choose to conduct the lottery using an automated online system to ensure that the process is fair and equitable for all participants. If the school uses a manual system, it will follow these procedures:

- Each applicant's name and birthdate will be put on a card. Each card will be identical in size, shape and weight.
- The cards will be put into a container or lottery device that will mix them.
- The cards will be drawn from the container randomly.
- Two separate observers will collect lottery cards and enter the results into an electronic database. The database will be double checked to the physical cards to ensure accuracy.

In both the automated online and manual lotteries, applicants will be admitted to the school in the order they are drawn, up to the grade level capacity.

- The school reserves the right to select more than the applicable 6th grade or 9th grade capacity for admission to ensure the school's overall enrollment is stable as long as the increase would not require a material revision to the charter (more than 20% or 100 students, whichever is less, above the enrollment capacity).
- Should the Principal elect to enroll more students than the grade level capacity, an announcement will be made at the lottery and additional students will be enrolled based on the lottery and the methods described.
- All lottery cards and databases will be kept on file by the school or RVLA.
- Results will be mailed to applicants (notify them of acceptance or waitlist status)
- Follow-up phone calls will also be made.

After the acceptance list is set, a waitlist will be created and maintained. Should vacancies occur, admission will be offered to applicants on the waitlist in the order their names appear. Lottery preferences may no longer be extended to applicants applying post-lottery. Applicants applying after the lottery will be added to the bottom of the waitlist.

If we have not received confirmation within two weeks, the student will be dropped and a student on the waitlist will be offered placement.

Waitlist Management

All students that do not receive a placement during the random, public lottery will be placed on a waitlist to enroll should space become available. Waitlist ranking will be assigned in the order selected. Should vacancies occur, admission will be offered to applicants on the waitlist in the order their names appear. A student is allowed to be on multiple waitlists, and must be offered a placement should space become available, even if the student is enrolled in another RVLA school.

If vacancies should arise during the school year, the school will notify parents/guardians of applicants on the waitlist. Typically, multiple phone calls on different days are made, with accompanying documentation made available to the parents/guardians. If parents/guardians of applicants do not respond within ten calendar days, the next applicant's parents/guardians will be contacted and the previously contacted applicant may be removed from the waitlist.

Required Enrollment Documents

RVLA requests the following document to secure enrollment:

- **Completed New Student Enrollment Packet**
- **Photo ID of Parent/Guardian**
- **Proof of Birth** (*documented by one of the following*):
 - Birth Certificate
 - Passport/Visa
 - Affidavit
- **Immunization Records**
- **Records from Previous School**
- **OSPI Home Language Survey**
- **Individualized Education Plan (IEP)** (*If Applicable*)
- **Section 504 Plan** (*If Applicable*)

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

Attachment 12: Annual Evaluation Tools for School Leader and Teachers

Rainier Valley Leadership Academy uses the Board on Track evaluation tool for evaluation of the CEO.

For Teacher Evaluation Rainier Valley Leadership Academy uses CEL 5D, the rubric at a glance is included below.

CEL 5D+™ Teacher Evaluation Rubric 3.0 At a Glance
 5D is a trademark of the University of Washington Center for Educational Leadership.

Criterion 1-8		
Criterion 1	Criterion 2	Criterion 3
Centering instruction on high expectations for student achievement.	Demonstrating effective teaching practices.	Recognizing individual student learning needs and developing strategies to address those needs.
Purpose P1: Learning target(s) connected to standards P4: Communication of learning target(s) P5: Success criteria Classroom Environment & Culture CEC2: Learning routines	Student Engagement SE1: Quality of questioning SE4: Opportunity and support for participation and meaning making SE5: Student talk Curriculum & Pedagogy CP5: Use of scaffolds	Student Engagement SE2: Ownership of learning SE3: Capitalizing on students' strengths Curriculum & Pedagogy CP4: Differentiated instruction for students Assessment for Student Learning A4: Teacher use of formative assessments Student Growth SG 3.1: Establish student growth goal(s) SG 3.2: Achievement of student growth goal(s)

Criterion 4	Criterion 5	Criterion 6
Providing clear and intentional focus on subject matter content and curriculum.	Fostering and managing a safe, positive learning environment.	Using multiple student data elements to modify instruction and improve student learning.
<p>Purpose</p> <p>P2: Lessons connected to previous and future lessons, broader purpose and transferable skill P3: Design of performance task</p> <p>Curriculum & Pedagogy</p> <p>CP1: Alignment of instructional materials and tasks CP2: Teacher knowledge of content CP3: Discipline-specific teaching approaches</p>	<p>Classroom Environment & Culture</p> <p>CSC1: Classroom arrangement and resources CEC3: Use of learning Time CEC4: Student status CEC5: Norms for learning</p>	<p>Assessment for Student Learning</p> <p>A1: Student self-assessment A2: Student use of formative assessments over time A3: Quality of formative assessment methods A5: Collective systems for formative assessment data</p>
		<p>Student Growth</p> <p>SG 6.1: Establish student growth goal(s) SG 6.2: Achievement of student growth goal(s)</p>

<http://www.k12.wa.us/TPEP>

(Updated 4/18/18)

Improving Student Learning Through Improved Teaching and Leadership

CEL 5D+™ Teacher Evaluation Rubric 3.0 At a Glance

5D is a trademark of the University of Washington Center for Educational Leadership.


Criterion 1-8		
Criterion 7	Criterion 8	Criterion 8
Communicating and collaborating with parents and the school community.	Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning. *	Student Growth*
<p>Professional Collaboration & Communication</p> <p>PCC2: Communication and collaboration with parents and guardians PCC3: Communication within the school community about student progress</p>	<p>Professional Collaboration & Communication</p> <p>PCC1: Collaboration with peers and administrators to improve student learning PCC4: Support of school, district, and state curricula, policies and initiatives PCC5: Ethics and Advocacy</p>	<p>Student Growth</p> <p>SG 8.1: Establish team student growth goals(s)</p>

Attachment 13: Renewal Application

RENEWAL APPLICATION COVER SHEET

Section A: School Information			
Name of School:	Rainier Valley Leadership Academy		
Current Grades Enrolled:	6-12	Proposed Grades Service for Second Charter Term:	Pk-12
School District:	Rainier Valley Leadership Academy	Neighborhood/Community	South Seattle
Phone Number:	<i>day</i> 206-659-0956	<i>evening</i>	206-496-4573
Email:	Info@myrvla.org		
Website Address:	www.myrvla.org		
Street Address:	6020 Rainier Ave So., Seattle WA 98118		
Name of Non-Profit that holds the charter:	Rainier Valley Leadership Academy		
School's Initial Open Date:	9/2017	Contracted Education Service Provider (EMO, CMO, Other):	Independent (formerly Green Dot)
Section B: Primary Contact Person			

Name:	Baionne Coleman	Position:	CEO
Address	6020 Rainier Ave So.	Seattle WA	98118
Mobile Phone:	206-496-4573	Alternate Phone:	206-251-44 47
Email:	baionne.coleman@myrvla.org	Current Employer:	RVLA
Section C: Dates			
Date this Application approved by school's governing board	7/27/2021	Date Application submitted to authorizer	08/06/202 1



Board Chair's Signature



School Director's Signature

Rainier Valley Leadership Academy Charter School

Charter Renewal Application

Submitted to: Washington State Charter School Commission

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Executive Summary

Table A – Current Year Enrollment and Demographic Information

Table A – Current Year Enrollment and Demographic Information

Enrollment	
# of Students Enrolled	174
# of Students on Waiting List	16
Sex	
# Male	88

# Female	84
Ethnicity/Race	
# American Indian/Alaskan Native	2
# Asian	11
# Black	113
# Hispanic	22
# Native Hawaiian/Other Pacific Islander	2
# White	9
# Two or More Races	15
Special Populations	
# Students with Disabilities	31
# English Language Learners	22
# Eligible for Free/Reduced Lunch	TBD based on income surveys due 9/30/21. Projected F/RL% - 80.
# Highly Capable Students	Math – 14; ELA – 19

Summary Narrative

RVLACS seeks a full, five-year charter renewal on the basis of the integrity, fidelity, and character with which our twelve-member Board of Trustees fulfilled its commitment to our students, parents, school community, and to the Commission. As a body, our trustees provided structures for school governance, academic performance monitoring, organizational oversight, financial stability, and charter compliance. Trustees have governed according to the requirements of our charter and maintained a strong relationship with the Commission. Notably, over the course of our charter term, trustees adopted a new approach that dramatically increased community engagement, through direct membership on the board to ongoing engagement about the

educational mission, vision, and practices of Rainier Valley to serving as a springboard for a new management structure. The board of trustees has conducted regular and reliable monthly meetings (with a quorum) that has guaranteed experience and expertise are leveraged in support of school interests. Meetings, conducted publicly, were also frequented attended by Commission members and external observers who offered unique contributions and insights to the work. Throughout the charter term, the Board has been recognized by the Commission as a faithful partner in school governance. We are proud of that tradition and hope to continue this work over the next five years.

During the past two academic years, monitoring the academic performance of students (against state and national data) has not been fully possible due to the emergence of the SARS-COVID-2 pandemic. In a climate of statewide school closure, limited instructional access, hybrid instruction, and uneven opportunities for student and family engagement, RVLA has made great strides toward providing all students with opportunities to learn. For example, in keeping with our mission and our commitment to be a transformational institution for our neediest students, we set the ambitious goal of moving ten percent of our lowest-performing boys to a higher percentile in reading (NWEA MAP test). Our students met and exceeded this goal by a factor of 4. Fully 42 percent of all middle school African American boys at RVLA improved their reading performance on the 2020-21 MAP test. In high school, the improvement was by 26.7 percent. We believe these would be phenomenal increases under any circumstances. That they occurred in the middle of a global pandemic where instruction was interrupted and delivered in a variety of ways to students under dynamic circumstances is compelling evidence in support of our new model and our sustained efforts. The Board of Trustees continues to emphasize planning and execution around practices likely to improve student performance.

Stewardship of school resources to promote student learning begins with a keen eye to organizational soundness. What began as an area of growth for our Board has evolved into a certain strength. The Board opted to take on a greater share of the oversight responsibility and delegate to highly-qualified staff a broader share of administrative responsibility. In so doing, the Board saved more than \$500,000 per year and created the operational and financial breathing room for a richer and more nimble organization. The evidence of our new dexterity may be seen in our capacity to win highly competitive grant awards, to launch new initiatives with committed partners, and to incentivize faculty retention. Arriving at this point of organizational soundness was not a simple process that followed the natural life-cycle of most charter schools. Our path was pock-marked by recurring challenges rooted in a failing to aggressively manage and hold to account all members of the school community. As a result, RVLA has overcome induced straightgts in student recruitment and retention, parent and family engagement, teacher recruitment and retention, teacher training, and payroll management. The Board of Trustees authored and

directed the clearing of these hurdles by shifting the burden of organizational leadership from an external partner to an internal team with the acumen and will to forge new solutions. Today, our student recruitment has improved. Average daily attendance is higher (94 percent). Teacher recruitment and retention have peaked. Philanthropic contributions exceed our annual and charter term targets. We have won the support of the community through authentic engagement and inclusion. This broad vision to revitalize RVLA has brought us to the point of renewal poised to improve in new and unprecedented ways.

RVLA is a financially stable school that has met all compliance goals related to the charter. Our Board comprises experienced financial planners and managers who meet on an ongoing basis with school-based administrators to review and report on the financial condition of (and planning for) RVLA. During this charter term, RVLA experienced financial instability and unsettling difficulties which resulted in low and inconsistent enrollment and high teacher turnover (as high as 100% in 2019). Since reorganizing as a new corporation, RVLA has improved the school's net operating position by more than \$1.9M in two years (thru FY ending 30 June 2020). The school's net deficit position decreased by \$1.3M from FY 2019 to FY 2020. Nothing less than the fierce determination to rebuild RVLA from the ground up created an environment for external investors to co-sign our work and commit more than \$1.7M to our labors in 2021-2022. The Board of Trustees and RVLA administrative team have demonstrated our expertise in the most turbulent of times and have redirected The Academy toward firm financial footing.

The following report will detail our effectiveness in delivering services to a high-need community, and in pivoting away from an ineffective model to a new, community-approved, democratic, and decolonizing methodology. The retrospective story of our school community has become one of resilience, research, and reinvention. The prospective story of the Rainier Valley Leadership Academy Charter School will be one of intention and innovation. Entering the 2021-2022 school year, we will continue the impactful modifications initiated during the 2020-2021 school year. For example, RVLA's Panther Rise offers small group and one-on-one support for scholars with missing assignments. This program made a dramatic and durable impact on student performance. At the end of January, 65 students generated 156 incomplete assignments; thirteen percent of all grades were incompletes; and, 40 percent of all students had at least one incomplete grade. In less than two months, the RVLA team implemented Panther Rise and reduced the total number of incomplete grades by 50 percent; cut the overall percentage of incomplete grades by a similar percentage; and lowered the schoolwide of scholars with at least one incomplete grade by 35 percent. The RVLA Board of Trustees will continue to support and leverage successful initiatives like Panther Rise to ensure students benefit from research-based progress monitoring and support.

Updated: February 24, 2022

Panther Rise is a metaphor for our charter renewal. We focused on providing interpersonal connection and guidance to move capable students from incompleteness to completion. Like RVLA's entire school community, their progress has been rapid and sustainable. We are Panthers Rising!

Looking Back: The Record of Performance

1. Academic Performance

RVLACS Academic Narrative. All measures of academic performance by students across Seattle, Washington State, and the nation are uncertain at this time. Each state suspended testing in 2019-2020, and many have repeated this in 2020-2021 due to the ongoing impact of the global pandemic. RVLA has not been evaluated using the Commission’s Academic Performance Framework for two years. Our most-recently available Performance Report (2021), includes data Academic Performance Data on only 14 of 28 (50 percent) indicators for 2017-2018 and 21 of 28 (75 percent) measures in 2018-2019. No data is reported for 2019-2020. As such, we anticipate that any consideration of academic progress will reflect all of the nuance required for a rich qualitative assessment of the extent to which the Board of Trustees has planned, directed, evaluated, and supported practices, policies, and remedies to improve academic performance.

Beginning in 2017-18, RVLA was founded and managed under the auspices of [Green Dot Washington](#) and was to constitute one of three entities which allowed that firm to leverage economies of scale for instruction, hiring, operations, and all aspects of school management. This ambitious educational experiment in broad regional service delivery resulted in the closure of two ‘sister’ schools (Green Dot Destiny Charter Middle School (Tacoma) and Green Dot Excel Public Charter School (Kent)). The RVLA Board of Trustees opted to legally reconstitute the school as Rainier Valley Leadership Academy effective June 2020. Our retrospective review of academic performance will cover “The Green Dot Management Era” (GDME) from the inception of the school through May 2020 and “The RVLA Autonomous Era” (RAE) from June 2020 through present.¹ Our Board of Trustees recognizes our pivotal role in overseeing the faithful execution of all contracts and agreements; and, we further recognize our responsibility to oversee the review of performance by our hires, and that of their designees. To that end, we affirm that all results, beyond our current force majeure, are within our realm of responsibility and authority.

For the 2018-2019 school year, the Commission writes in the 2021 Performance Report, “Rainier Valley Leadership Academy (RVLA) earned a Tier 3 (Does Not Meet) performance rating. Among the driving factors in the school’s low performance rating were the school’s overall and subgroup Washington School Improvement Framework (WSIF) performance ratings (Does Not Meet). The 2018-2019 grade, as reported in the 2021 Performance Report relies on data from two years, beginning in 2017-18. However, the Washington School Improvement Framework, as established under the authority of RCW 28A.657.110 and as implemented by the State Board of education, “is derived from a combination of indicators...rolled up

¹ The 2021 Performance Report by the Commission reads, “...RVLA, as an organization, restructured itself under new leadership at the beginning of the 2019-20 school-year.” The process during the 2019-2020 school-year was operationally guided by the former management company. As such, the 2019-2020 school-year represents the final year of the Green Dot Management Era (GDME).

or aggregated over three years, after applying a minimum n-count of 20 student records.”² The criteria for school evaluation did not apply to RVLA in 2018-2019. Given this incompatibility, we believe it is most sound to evaluate that academic performance of RVLA without respect to the premature conclusions derived from an analysis of two years of data. In fact, the Commission noted, “...a deeper analysis of the student growth data in ELA does provide the Commission information that RVLA’s academic program is supporting student growth that the Office of the Superintendent of Public Instruction (OSPI) defines as ‘typical.’”

Beginning in April 2016, Green Dot Public Schools Washington³ (incorporated November 14, 2013), entered into a contract to operate and manage schools in Seattle, Tacoma, and Kent. At the end of Year 2 (2018-2019), “Green Dot surprised its community and the Commission by announcing its decision to cease operations at two of the three charter public schools it was operating in Washington and to establish a new management structure and plan for RVLA.”⁴ This plan resulted in a 100 percent replacement of teaching staff at the beginning of the 2019-2020 school year, which nearly proved catastrophic for the organization. The news of school closures in Tacoma and Kent also triggered anxiety about the continued viability of RVLA. Hundreds of students (from 389 to 207) and families opted out at the beginning of the school year jeopardizing our fiscal viability. In addition, Green Dot management established a dual leadership model deemed confusing and counter-productive by staff and the school community. Fortunately, the RVLA community and Board of Trustees operated with foresight and ingenuity in engaging external support in managing the transition. A measure of that support involved formal change management initiatives which resulted in major changes to the administrative leadership structure, additions to the board of trustees, and stabilizing initiatives to retain faculty. In six plus years of corporate operations, Green Dot Public Schools Washington experienced only modest success in achieving grand educational goals. As a successor organization, the RVLA Board of Trustees (with 12 members contrasted with a four-member founding board) has established a comparatively short (13 months), but compelling track record.

Therefore, our analytic point of departure respectfully directs the attention of the reviewer to academic growth data culled from school-based sources from 2019-2020.

In Year 1 of RAE, the Rainier Valley Leadership Academy team was pleased to report that both growth goals in reading were met. Ten percent of African American males (in middle school and high school) who tested in the low or low-average percentile bands improved on Fall 2020-Winter 2021 MAP reading tests.

² Washington School Improvement Framework. March 2020 Presentation to the Washington State Board of Education (SBE). <https://www.sbe.wa.gov/sites/default/files/public/meetings/Mar-2020/Washington%20School%20Improvement%20Framework.pdf>

³ <https://wa.greendot.org/history-of-green-dot-washington/> ⁴

2021 Performance Report, pg. 15.

The increases of 42 percent (middle) and 27 percent (high) greatly exceeded expectations and provide our team with a firm foundation for the renewal period.

In 2018-19, Commission reviewers found that RVLA did not outperform the Assigned School on 8 of 8 indicators of ELA Median Growth Percentile. Conversely, RVLA scholars exceeded the Standard, and outperformed the Assigned School on 8 of 8 measures of Math proficiency. At the nadir of the GDME, students did struggle with reading and writing while managing to test above the level of their peers. Our teachers, students, and families believe a measure of this scoring divergence reflects our diversity, and the formative complexity of literacy. RVLA serves a student population that is 98 percent Global Majority with scholars representing more than a dozen nations, and where home languages other than English are common. Global Majority students comprise 46 percent of enrollees in Seattle Public Schools and 49 percent statewide. Our special education enrolled percentage of 22.3 percent is fully 33 percent higher than Seattle Public Schools. Our Free and Reduced Lunch eligible scholar group is more than double Seattle Public Schools (79 percent vs 33 percent). We enroll a high percentage of multi-lingual students (15.7 percent). At RVLA, our diversity is a strength. However, for historically underserved learners, newly arrived students, low-income students, scholars with interrupted schooling, youngsters with obligations to care for elders and siblings, we continue to frame learning as a progression. We operate from the understanding that each individual student can demonstrate learning and will require multiple opportunities to do so across multiple modalities. These layered understandings are further informed by our sense of the impact of the pandemic on continuity, mental health, and physical well-being for parents and families.

The Board of Trustees has worked consistently to lay a foundation of continuous academic improvement. Under their guidance, the RVLA team pursues research-based strategies to improve academic performance on formal and informal assessments, while also allowing students the time to develop mastery. In “The Long-Run Impacts of Same-Race Teachers,” investigators reported sizeable benefits of what is often referred to as the role model effect. “The researchers previously found that having at least one black teacher in elementary school reduced their probability of dropping out by 29 percent for low-income black students – and 39 percent for very low-income black boys... Black children who had two black teachers during the program were 32 percent more likely to go to college than their peers who didn’t have black teachers at all.”⁴

Two critical areas by which the RVLA team is evaluated by our Board of Trustees are staff morale and retention, and scholar satisfaction. To measure these domains most objectively, we measure staff and student attendance; conduct ongoing anonymous surveys; analysis compiled data; and incorporate findings into new initiatives to recalibrate subsequent data measurements. Our assessment tool, School Climate Assessment Instrument (SCAI) was completed in Spring 2021 by a representative sample of our

⁴ <https://hub.jhu.edu/2018/11/12/black-students-black-teachers-college-gap/>

school community. In 2020, the survey was completed by students and staff; the 2021 version included responses (62) from parents. Student participation declined from 115 to 79 (likely as a result of discontinuities between home and school and hybrid learning); faculty participation increased from 17 to 26.

Measured on a five-point scale, overall scholar satisfaction increased from 3.02 in SY 2020 to 3.79 in SY 21. Students reported their biggest net gains in satisfaction for Community Relations (up 0.91 to 4.01) and Learning and Assessment (up 0.62 to 3.87). Students were least satisfied with the Physical/Virtual Appearance of RVLA, yet this measure increased favorably from 3.04 to 3.51 over the year. Staff satisfaction jumped from 2.88 to 4.12. Staff responses were most favorable for “Leadership & Decisions” (4.39) and “Faculty Relationships” (4.33). Faculty shared student concerns about the physical/virtual environment, but similarly responded more positively than the year before (from 2.80 to 3.83). Our efforts to reconsider and modify uses of schoolwide spaces did not go unnoticed. We recognize there is room for further growth. RVLA measures 9 domains:

1. Physical/Virtual Appearance
2. Faculty Relationships
3. Student Interactions
4. Leadership & Decisions
5. Discipline
6. Learning & Assessment
7. Attitude & Culture
8. Community Relations
9. Special Education (No student rankings)

Notably, for students and staff, all rankings increased significantly from 2020-2021. For example, staff rankings of Special Education increased from 2.95 to 4.12. The highest rankings in this category were for vital practices such as “time for collaboration,” “climate of inclusion,” “effective teaching and management strategies,” and “students feel a sense of belonging.” Each of these ratings were above the group average. The lowest ranked item, “Inclusion in Virtual Extracurricular Activities” has been an area of growth. In 2020, this category score was 2.80. In 2021, the score was 3.86. Our administrative and instructional teams will continue to analyze our reports to make these pointed findings and improve our program design and implementation.

In evaluating Learning & Assessment, students reported most approvingly that RVLA provides “clear and obtainable learning targets,” and that “assessment informs learning.” Faculty, encouragingly, accorded their highest marks to “growth mindset” and “assessment informs learning.” These findings offer strong evidence of mission and strategic alignment between faculty and students. We are highly encouraged by these findings and hope to see them expressed as higher student achievement and ownership of the learning process. These research-based priorities emerged from work initiated by the Board of Trustees

and by the RVLA team in January 2020. Our formative school quality review identified instructional priorities which surveys reveal have been addressed to the high satisfaction of students and faculty. Our proposed remedies to address areas of growth are proven effective. **(See SCAI Report data as an attachment)**

2. Financial Performance

RVLA Financial Narrative. RVLA is meeting current liabilities, including but not limited to payroll taxes, debt service payments, and employee benefits. There have no findings of non-compliance or complaints filed against RVLA in any matters pertaining to financial performance.

At the close of FY 2020, Green Dot Public Schools Washington claimed \$600,000 in transition fees prior to finalizing the transition to establish the RVLA autonomous entity. At the end of FY 2020, the school's fund balance was \$44,276. Given these stark realities, our team prioritized cost reduction and seeking philanthropic support. We exceeded our initial target of \$250,000 by several multiples and have sufficient operating capital to fully implement our instructional program for all enrolled students. Such was not the case 13 months ago at the beginning of the RAE. Our annual operating deficits have declined precipitously from over \$1.8M in 2019-2020 to approximately \$520,000. Given our current model, we conservatively estimate that ongoing increases in enrollment will result in operational surpluses as enrollment approaches 25 students per grade. Presently, RVLA students benefit from 13:1 ratios and do receive more individualized attention than may occur as more experienced teachers dominate our ranks in later years. Broadly, we envision a maturing school culture will allow for students to perform at a high level while receiving robust supports that will be reconstituted in new ways to meet organizational imperatives. Weighted consideration will continue to be given to our neediest students.

RVLA met most Commission goals for Financial Performance beginning in 2018-2019. In the most recently reviewed period (FY ending June 30, 2020), RVLA met 6 of 7 indicators for Near Term and Sustainability. The lone area in which RVLA failed to meet the Standard (Enrollment Variance) was under the purview of the former management company during the GDME, and has been addressed in each of the past two years. Entering the 2021-2022 school year, RVLA has a contractually mandated enrollment of 170 (with a latitude band of 25 students), and a current enrollment of 175. We anticipate commitments may increase before the beginning of the school year. As a result of the tumultuous disenrollment season at the end of the GDME, we have revised our estimates cautiously within a rebuilt learning community. This effort has firm statistical footing (stabilizing average annual enrollment), but we also believe our growth potential has been hampered by COVID-19 trepidation across the region. For example, during the Summer of 2020, we estimated enrollment of 125 students. In September, 166 students enrolled. This year, we planned for 150, and have already enrolled above that number. At the time of this writing, demand for RVLA seats has not topped out. We currently have a modest waiting list of less than 30 students. Nonetheless, each of

these data points may well signal a resurgence here in Rainier Valley. At end of FY '21-'22, we further expect that RVLA will satisfy 7 of 7 measures of sound fiscal performance.

For FY 2022, the Board of Trustees and financial management team anticipate a current ratio at or below .90. RVLA current holdings (160 days+) exceed Commission requirements for unrestricted days cash. The previous education corporation established significant debts relating to the organization, operation, and closure of schools in Tacoma and Kent. The winnowing down of schools resulted in various obligations adversely impacting the total margin for RVLA. The current education corporation has met all obligations to all related parties, and made arrangements, as necessary, to secure:

- a new school information system,
- recruiting, hiring, and training new staff,
- regulatory compliance training for administrators,
- financial back office support,
- supporting in house curriculum purchases,
- online platforms,
- Informational and instructional technology purchases and support, and,
- many other essential areas to ensure the new Board and new administrative leadership team possessed the knowledge base.

Modifications to existing long-term contracts required the school to pay additional onboarding fees through new contracts. The school incurred new contract fees with the loss of network affiliation and cancellations and penalty fees for contracts that were no longer in use or feasible given the size of the school versus the size of the regional operations of four separate schools. Despite these facts the school has made several strides towards a more positive financial outlook. In the 2020-21 school year RVLA had an initial budget of 125 scholars. The school has maintained consistent enrollment at 165 allowing for significant cost savings. Included in the budgeting process, which was led by a collaborative community approach, there were adjustments and an overall conservative budgeting approach to allow for the school to adjust enrollment while COVID-19 uncertainty remains. For SY 2021-22 RVLA is taking the same approach of overly conservative budgeting and cost cutting efforts for the next three years to ensure that the school reaches sustainability. In addition, the board and school staff are in close collaboration for boosting unrestricted philanthropic giving to ensure that the schools total margin will meet the standard and maintain the school until it reaches sustainability.

RVLA meets the standard of future viability on the basis of enrollment stability over the past two years under the leadership of this Board of Trustees. Our team continues to budget and plan conservatively, to stabilize the recruitment and retention of faculty, and to aggressively seek external support. We operate in a facility with capacity for 600 students. In 2020, seat demand exceeded our plan by 24.7 percent. In 2021, demand exceeds our estimate by 14.3 percent. Our Board of Trustees is optimistic this trend will continue

on the strength of population pressures within the district, as well as our improved structures to increase student achievement.

3. Organizational Performance

RVLA Organizational Narrative. In 2018-2019 the board was made up of six trustees, during the 2019-2020 school year two trustees resigned from the board and two more highly experienced, community based trustees joined the board. The trustees who joined have expert experience in operations and political advocacy. During the 2020-2021 SY the board intentionally recruited more community based trustees resulting in 12 board members with expert knowledge in academia, curriculum design, community relations, philanthropy, real estate, healthcare, finances, marketing, branding, technology, and environmental sustainability. The board is a highly functioning and expert knowledge base for the school. The board is actively involved in fundraising and participates non quorum in monthly committees for governance, academics, development, evaluation, and facilities. RVLACS has a board member who is also an active school family, and is looking to have a scholar advisory board.

In 2019-20, RVLA set a primary organizational viability goal of improving staff retention. We exceeded our goal of stretch goal of 85 percent. For the 2020-21 school year, more than 96 percent of staff returned to continue building on the new promise of RVLA. In keeping with our research-based commitment to provide scholars with opportunities to learn from teachers with whom they can identify culturally, RVLA exceeded our hiring goals. More than 50 percent of new staff hires reflect the ethnic and cultural diversity of our scholars. Since 2017, the percentage of Global Majority staff has increased from 27 percent to 78 percent. We have tripled our total number of male teachers, and they comprise half of our instructional team. Four years ago, two male teachers made up 22 percent of our staff.

The absence of standardized testing offers us an opportunity to demonstrate a few philosophical tenets of RVLA. For example, traditional methods of quantifying performance should be expanded to capture important leading and trailing indicators of change. There may be no stronger indicator than our surprising finding that middle school and high school parents were interested in and committed to parent-teacher conferences. In each grade (6-11), 88 percent or more of parents completed conferences. This statistic and related indicators such as overall parent satisfaction, student satisfaction, student awareness of the connection between assessments and learning all point in the same direction: toward increasing buy-in of the new RVLA model.

Historical Enrollment and Staffing Summary			
	<i>2018-19</i>	<i>2019-20</i>	<i>2020-21</i>

<i>Start of Year Enrollment</i>	256	382	164
<i>End of year Enrollment</i>	244	186	166
<i>Average Enrollment</i>	250	257.57	163.3
<i>Certificated Staff</i>		39	13
<i>Classified Staff</i>		16	10

4. Other

RVLA Other Key Narratives.

The work of the current Board of Trustees constitutes a school turn-around project brought to fruition in close partnership with active community-based individuals and organizations. As such, it constitutes a wholly unique initiative that only rarely occurs in the charter sector. Invariably, charter school turn-around projects are led by entities most comparable to that which led RVLA during the GDME. The reverse is seldom the case. That this bold stride has occurred during a global pandemic only adds to the singularity of this moment.

The initial vision brokered with the Rainier Valley community was ambitious. Founders set forth the idea that RVLA would be home to a large, fully functional middle school and high school. Though the groundwork for that vision began as early as 2013 under the auspices of another entity, the desire for its fulfillment remains alive in our community. The successor corporations, Rainier Valley Leadership Academy, has met all available standards for academic, financial, and organizational soundness during the past pandemic years. The Board of Trustees recognize that ambitious turnaround projects such as those launched by large, diverse CMOs in Louisiana or by EMOs in New York State routinely take years because of so many complicating factors like mission and vision alignment; established adult culture; staff recruitment and retention; trustee commitment; and finances. These paramount factors almost invariably trouble the waters for high student achievement. Here at RVLA, we believe our students are making that essential academic progress because we have strong, nationally-normed evidence of broad academic growth among our lowest performing students; and because their self-described areas of greatest satisfaction align with research-based drivers of increased academic performance.

No school turnaround was ever attempted in 13 months. At the time of this writing, RVLA’s Board of Trustees is effectively in our 13 month of governance as an independent entity. Moreover, in seeking a full, unconditional five-year renewal, we affirm that the standard for short-term renewals in Washington State and nationally should not be a consideration. Students and families at RVLA have suffered financial loss as

claims were made against the assets of the school; as an entire teaching staff was replaced at the beginning of a school year; as one-third of their peers opted for other schools amid deep uncertainty; as a global pandemic resulted in full school closure in March 2020 (just two months after a new leadership team began intensive change management training). A short-term renewal would be most appropriate if this application were brought by the founding corporation, as the limitation would constitute a thoughtful and equitable imposition. Given 8 full years from concept to renewal, such a determination would be logical. However, the charter renewal application is being submitted by a new Board of Trustees, operating in the REA for all of 13 months, seeking authorization to finish what we've begun. That work will require the certainty, security, and trust of a partner for five full years. Full renewal is the most audible and visible signal that hard work is honorably rewarded, and that the remedies provided by this Board of Trustees met the spirit and letter of expectation. We encouraged by the opportunity to count the Commission as a powerful partner in authoring our next chapter.

Looking to the Future

1. Adjustments to the Performance Frameworks

RVLA adjustments to the Performance Frameworks. The Board of Trustees is not proposing adjustments to our targets for the performance indicators as stated in the existed contract.

2. Plans to Change the School's Current Model

RVLA proposed changes are presented by sub-section below.

a. Education Plan

RVLA education plan. The school is considering only modest changes to the existing educational plan. Among those plans are expanded commitments to bolster school climate.

Building School Climate. At RVLA, we fundamentally believe that providing an **orderly, safe and warm** classroom and school environment is the foundation for positive behavior in scholars. We believe that when unwanted behaviors occur in an orderly, safe and warm environment, there is a logical root cause for that behavior that is communicating a need. There is extensive research that supports the negative impacts of suspensions and expulsions, and further research verifies that scholars of color are disproportionately impacted. Therefore, RVLA focuses the foundation of our Consequence System on **creating a positive school culture, providing social emotional learning, and implementing the interventions necessary to minimize the need for exclusionary consequences.**

Our responses to unmet behavioral expectations are grounded on relationships building between the adults and the scholars. The accountability system is in place to support faculty and scholars whenever scholars struggle to meet behavioral expectations (both in the classroom and in common areas of the school). It has been designed to support students in accepting responsibility for their actions, which

includes consequences for behavior and restorative resolutions. Suspensions and expulsions are last resort and are reserved for behaviors that endanger the community and the scholar themselves.

As part of our school wide push for school wide positive school climates, we dedicate ourselves to give scholars clear expectations for all the various spaces around the school. These expectations are grounded on the set of RVLA PRIDE values meaning Perseverance, Responsibility, Integrity, Drive, and Excellence. To encourage scholars to actively uphold these values, we acknowledge scholars through an incentive system and PRIDE nominations for scholars who go above and beyond. Along with leaning into our values and naming our common expectations, we have a team of educators that support classroom teachers and scholars with keeping and maintaining peace in our community through de-escalation, reflective and restorative practices. This team of educators respond to teachers' requests for support in the classroom with challenging behaviors from scholars. This team is named the Sankofa team. Sankofa is Swahili word, loosely translated, which means "go back to the source and fetch it". We are aiming to give our scholars many opportunities to go back and reclaim their learning when barriers arise.

Another element of cultivating a school culture that values the voice of staff, scholars, and families is a multidirectional feedback loop. Every year we formally survey our scholars, staff and families to see how they feel about the school climate and culture and act on their feedback throughout the year. Every week, we have our staff and scholars complete a short survey to tell us how they are doing as humans, professionals and scholars. We take their feedback seriously and act on them with urgency.

Toward a Whole Community. The Rainier Valley community which sprang to the aid of this beleaguered institution seeks a measure of operational wholeness and continuity. Since the emergence of COVID-19, searches for integrity have centered on a semblance of normalcy – the sound of chalk or squeaky sneakers on clean linoleum, in-person professional development, cafeteria lunches, afternoon basketball games and jump rope competitions. Before the pandemic, many in our community imagined an integrated PK-12 learning landscape – one where our youngest babies and our most mature teens could evolve in the same space. The community spoke openly and often about the value of intergenerational continuity, between ages and in relationship to our active and engaged elders.

At RVLA, we have not forgotten this directive, but we recognize a favorable launch of that kind wants for more fertile ground. We believe the prerequisites of a successful program include extensive planning, leadership by professionals with experience and expertise, resources, refined mechanisms for coordination, and evident operational sagacity. To that, we do not propose such an undertaking at this time, but we would like to publicly acknowledge that we hear and support the desire of our Rainier Valley community for instructional continuity from grades PK-12.

We believe that no such commitment for serving such a student population could be made until the questions of enrollment stability are answered in more fundamental ways; until actual state assessment data is available (or until existing proxies are confirmed through subsequent analyses); and until a detailed

and comprehensive plan is put forth that reasonably assures students will outperform their peers in the district and across the state, without regard to their inherited social circumstances. **b. Organizational Plan**

RVLA organizational plan.

The following projected enrollment plan for RVLA was developed in consultation with the Rainier Valley community over the course of many months. As noted previously, the community still desires to have a school with the capacity to serve middle and high school students. We believe much of the reticence regarding RVLA during the GDME has permanently subsided. The Board of Trustees, school administrators, and faculty have dedicated considerable time to establishing the principles and practices of the new RAE in an around the community. What remains today is the same as that which concerns the entire nation. One full year of on-site instruction at RVLA will restore demand for the high-quality being offered at RVLA. We believe that by Summer 2022, the availability of 271 seats will generate upwards of 425 applications. Aside from the modest natural growth through matriculation to grade 12, RVLA is well-positioned to hit our target enrollment of 271.

Projected Enrollment					
	2021-22	2022-23	2023-24	2024-25	2025-26
6-12 enrollment	150 Board approved budget is at 150 with current enrollment at 175	271	347	440	417* Reduced total enrollment to accommodate grade span attrition from smaller starting class sizes

Personnel					
Certificated	19	21	25	28.5	28
Classified	12.1	14.1	15	15.2	15

Future Staffing Projections					
Role	2021-22	2022-23	2023-24	2024-25	2025-26
Teacher	16.0	18.0	22.0	24.0	24.0
Instructional Aide	2.0	2.0	2.0	2.0	2.0
Special Education Aide	0.0	1.0	1.5	1.5	1.5
Chief Executive Officer	1.0	1.0	1.0	1.0	1.0
Chief Operating Officer	1.0	1.0	1.0	1.0	1.0
Chief Academic Officer	0.0	0.0	0.0	0.0	0.0
Dean of Special Education	1.0	1.0	1.0	1.0	1.0
Data and Information Systems Director	0.0	0.0	0.0	0.0	0.0
Principal	1.0	1.0	1.0	1.0	1.0
Assistant Principal	0.0	0.0	0.0	1.0	1.0
Dean of Academics	1.0	1.0	1.0	1.0	1.0
Dean of Culture	0.0	1.0	1.0	1.0	1.0
Dean of MLL Services	1.0	1.0	1.0	0.0	0.0

Development Coordinator	0.0	0.0	0.0	0.0	0.0
Operations Manager	1.0	1.0	1.0	1.0	1.0
Office Coordinator	1.0	1.0	1.0	1.0	1.0
Executive Assistant	1.0	1.0	1.0	1.0	1.0
Operations Assistant	0.6	0.6	1.0	1.0	1.0
Community Engagement Coordinator	1.0	1.0	1.0	1.0	1.0
Recruiter	0.0	0.0	0.0	0.2	0.2
Data Coordinator	0.0	0.0	0.0	0.5	0.5
Tech Coordinator	0.0	0.0	0.0	0.0	0.0
Nurse	0.0	0.0	0.0	0.5	0.5
Counselor	1.0	1.0	1.0	1.0	1.0
Literacy Specialist	0.0	0.0	0.0	0.5	0.5
Substitutes	0.1	0.2	0.2	0.4	0.4
After School Program Assistant	0.5	0.5	0.5	0.5	0.5
After School Program Manager	1.0	1.0	1.0	1.0	1.0

c. Governance Plan
RVLA governance plan.

The School proposes no changes to the Governance Plan. Our Board of Trustees, comprising 12 members, will continue to govern the school, set school policy, support and evaluate RVLA's Chief Executive Officer, and meet all reporting, compliance, and other policy requirements of the Commission. The Board of Trustees will continue annual internal development initiatives. The RVLA Board earned a grade of '4' on a four-point scale in the most recent review conducted by Board of Track. Some areas of growth cited in the report have been addressed, including composition (board size, experience, and ongoing board development). Areas of strength include meetings, bylaws, skills and expertise, financial reporting (audits and Form 990), academic oversight, and navigating the line between governance and management. In the next term, the Board of Trustees will direct some attention to strategic development and succession planning.

Since the beginning of the RAE, RVLA has established a Family Action Board (FAB) comprising scholar families, scholars, staff and administrators. The FAB reviews major components of the school and provides recommendations to the school and to the RVLA Board of Trustees. In addition, the FAB help plan and implement different causes throughout the year. FAB meetings also provide families a monthly check in on current topics impacting scholars. This includes topics on SEL, scholarships, bullying, suicide prevention, online safety, tracking scholar academic performance, and more.

d. Business and Financial Services

RVLA business and financial services.

The School proposes only minor changes to the Business and Financial Services Plan. Further, we note that modifications to our practice since the RAE are summarized as they relate to forthcoming changes.

Business Services. RVLA has restructured its financial management to be localized in WA State. The organization has a COO that partners with a dedicated school account with ESD 101 to provide back-office accounting services. This partnership affords RVLA internal expertise while leveraging ESD's experience, team of regional experts, and provides a small organization added layers of separation of duties to ensure compliance. Note that RVLA is projected to reach sustainability within the next 5-year term based on scholar enrollment and staffing structures.

Facilities. RVLAs facility will not be materially modified during the proposed charter term. Under the current configuration, the facility can accommodate up to 600 students.

Transportation Services. Based upon the current transportation market RVLA will offer public transportation as the primary mode of scholar transport. This will allow the school to stay on budget with the current transportation allocation. RVLA will continue to partner with bus providers for special transportation needs and explore annually the need to send out a RFP for scholar transport to and from

school. No bus providers have responded to RVLA RFP’s to provide transportation for scholars during the July/August 2021 submission window.

Insurance. RVLA will maintain coverages commensurate with the regulations of the Commission and laws of Washington State. No material changes are anticipated during the prospective charter term.

Food Services. RVLA currently works with a food service management company to provide meals. While this provides certain conveniences, RVLA will use the next 5 years to apply for grants to support the transition from external food service to internal food service. We believe this will allow the school to be culturally responsive to scholar dietary needs, food preferences, and to create a self-sufficient food service program.

e. Education Service Providers

RVLA education Service Providers.

RVLA plans no changes to our current group of education service providers. A listing of current partners, sorted by area of focus is presented below. The

Partner Name	Service Category	Services
True Measure Collaborative	Special Needs Support/Nursing	Special Education Compliance Contracted Nurse Service
Seneca Family of Agencies	Comprehensive Student Support Services	Occupational Therapist Speech Pathologist School Psychologist Scholar Support Counseling Services School site clinicians who support in a social worker capacity
		Unconditional Education practices
Valor Collegiate	SEL	Social emotional community circles

Eduservice aka CT3	Leadership and Faculty Professional Development	Scholar and behavior professional development Leader coaching Instructional practices
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3. Other

N/A

Exhibit A: Projected Budget

Projected Budget

Renewal Budget Template Instructions

General Instructions and Notes for New Application Budgets and Cash Flows

- Complete/Use ALL FOUR tabs to the right of the 'Renewal Budget -->' placeholder tab.
- 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 'School District' select the district the school will be in it's first operational year.
- 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 D31 - M62 (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.

5 YR Budget Tab

- ALL revenue and expense (except expenses related to personnel) lines are editable. Personnel expenses are calculated based on information entered on the 'Personnel' tab.

Rainier Valley Leadership Academy	
Renewal Budget Template	
Lead Applicant Name:	Chastity Catchings
Contact Email:	chastity.catchings@myrvla.org
Contact Phone:	206-305-0646
School District:	Seattle Public Schools
Renewal Year One:	2021-22
School Days:	180

Rainier Valley Leadership Academy

ENROLLMENT and STUDENT POPULATION

ENROLLMENT

	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
Kindergarten	-	-	-	-	-	-	-	-	-	-
1st Grade	-	-	-	-	-	-	-	-	-	-
2nd Grade	-	-	-	-	-	-	-	-	-	-
3rd Grade	-	-	-	-	-	-	-	-	-	-
4th Grade	-	-	-	-	-	-	-	-	-	-
5th Grade	-	-	-	-	-	-	-	-	-	-
6th Grade	20	90	90	100	100	90	90	90	90	90
7th Grade	20	30	90	100	90	90	90	90	90	90
8th Grade	31	30	30	100	100	90	90	90	90	90
9th Grade	26	40	40	40	40	40	40	40	40	40
10th Grade	31	35	35	35	35	35	35	35	35	35
11th Grade	14	32	32	35	32	32	32	32	32	32
12th Grade	8	14	30	30	30	30	30	30	30	30
Total Elementary Enrollment	-	-	-	-	-	-	-	-	-	-
Total Middle School Enrollment	71.00	150.00	210.00	300.00	290.00	270.00	270.00	270.00	270.00	270.00
Total High School Enrollment	79.00	121.00	137.00	140.00	137.00	137.00	137.00	137.00	137.00	137.00
Total Enrollment	150.00	271.00	347.00	440.00	427.00	407.00	407.00	407.00	407.00	407.00
Change in Net Enrollment from Prior Year	150.00	121.00	76.00	93.00	(13.00)	(20.00)	-	-	-	-

STUDENT POPULATION

STATE REVENUE	*** Numbers and percentages below directly affect revenue lines 4000 on the '5 YR Budget' Tab ***									
Free and Reduced Price Lunch Student %	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%
<i>* This is auto-calculated based on the %s entered in rows 61 & 64 below</i>										
Student Count Qualifying for Free or Reduced Lunch	135.00	243.90	312.30	396.00	384.30	366.30	366.30	366.30	366.30	366.30
TBIP K-12 %	1.33%	0.74%	0.58%	0.45%	0.47%	0.49%	0.49%	0.49%	0.49%	0.49%
TBIP 7-12 %	16.67%	9.23%	7.20%	5.68%	5.85%	6.14%	6.14%	6.14%	6.14%	6.14%
TBIP Exited %	0.67%	0.37%	0.29%	0.23%	0.23%	0.25%	0.25%	0.25%	0.25%	0.25%
TBIP (K-6) FTE	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
TBIP(7-12) FTE	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00
TBIP Exited FTE	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Highly Capable Program?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Special Education Students %	20.00%	20.00%	20.00%	20.00%	20.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Actual Special Education Student Count (SPED)	30.00	54.20	69.40	88.00	85.40	-	-	-	-	-
Student Transportation	75.00%	75.00%	75.00%	75.00%	75.00%	75.00%	75.00%	75.00%	75.00%	75.00%
Student Transportation Count	112.50	203.25	260.25	330.00	320.25	305.25	305.25	305.25	305.25	305.25
K-3 Ratio Student to Teacher Ratio	-	-	-	-	-	-	-	-	-	-
FEDERAL REVENUE										
Average Daily Membership %	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Average Daily Membership (ADM)	150.00	271.00	347.00	440.00	427.00	407.00	407.00	407.00	407.00	407.00
Average Daily Attendance %	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%
Average Daily Attendance (ADA)	135.00	243.90	312.30	396.00	384.30	366.30	366.30	366.30	366.30	366.30
English Language Learner %	14.00%	14.00%	14.00%	14.00%	14.00%	14.00%	14.00%	14.00%	14.00%	14.00%
English Language Learner Count (ELL)	21.00	37.94	48.58	61.60	59.78	56.98	56.98	56.98	56.98	56.98
% Student Qualifying for Free Lunch	85.00%	85.00%	85.00%	85.00%	85.00%	85.00%	85.00%	85.00%	85.00%	85.00%
Student Count Qualifying for Free Lunch	127.50	230.35	294.95	374.00	362.95	345.95	345.95	345.95	345.95	345.95
% Student Qualifying for Reduced Lunch	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Student Count Qualifying for Reduced Lunch	7.50	13.55	17.35	22.00	21.35	20.35	20.35	20.35	20.35	20.35

**Rainier Valley Leadership Academy
Located in Seattle Public Schools
PROJECTED BUDGET / OPERATING PLAN FOR INITIAL CHARTER PERIOD**

SUMMARY

Total Revenue	5,210,946	4,980,467	6,683,217	8,508,046	-
Total Expenses	0	0	0	0	0
Net Income	5,210,946	4,980,467	6,683,217	8,508,046	(0)
Revenue Per Pupil	34,740	18,378	19,260	19,336	-
Expenses Per Pupil	0	0	0	0	0

Description of Assumptions

YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
2021-22	2022-23	2023-24	2024-25	2025-26

EXPENSES

ADMINISTRATIVE STAFF PERSONNEL COSTS

Executive Management	-	-	-	-	-	CEO
Instructional Management	-	-	-	-	-	AP/Principal
Deans, Directors & Coordinators	-	-	-	-	-	Dean of Acad and Dean of Culture
CFO / Director of Finance	-	-	-	-	-	COO
Operation / Business Manager	-	-	-	-	-	Op Mgr
Administrative Staff	-	-	-	-	-	OC, OA/EA, CEM
Other - Administrative	-	-	-	-	-	

TOTAL ADMINISTRATIVE STAFF PERSONNEL COSTS

\$	-	\$	-	\$	-	\$	-	\$	-
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INSTRUCTIONAL PERSONNEL COSTS

Teachers - Regular	-	-	-	-	-
Teachers - SPED	-	-	-	-	-
Substitute Teachers	-	-	-	-	-
Teaching Assistants	-	-	-	-	-
Specialty Teachers	-	-	-	-	-
Aides	-	-	-	-	-
Therapists & Counselors	-	-	-	-	-
Other - Instructional	-	-	-	-	-

TOTAL INSTRUCTIONAL PERSONNEL COSTS

\$	-	\$	-	\$	-	\$	-	\$	-
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NON-INSTRUCTIONAL PERSONNEL COSTS

Nurse	-	-	-	-	-
Librarian	-	-	-	-	-
Custodian	-	-	-	-	-
Security	-	-	-	-	-
Other - Non-Instructional	-	-	-	-	-

TOTAL NON-INSTRUCTIONAL PERSONNEL COSTS

\$	-	\$	-	\$	-	\$	-	\$	-
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TOTAL PERSONNEL EXPENSES

\$	-	\$	-	\$	-	\$	-	\$	-
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PAYROLL TAXES AND BENEFITS

Social Security - % of Total Payroll	6.20%	6.20%	6.20%	6.20%	6.20%	Enter the % of Total Payroll; line below will auto calculate
Social Security	-	-	-	-	-	
Medicare - % of Total Payroll	1.45%	1.45%	1.45%	1.45%	1.45%	Enter the % of Total Payroll; line below will auto calculate
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	-	-	-	-	-	

TOTAL PAYROLL TAXES AND BENEFITS

\$	0	\$	0	\$	0	\$	0	\$	0
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TOTAL PERSONNEL, TAX & BENEFIT EXPENSES

\$	0	\$	0	\$	0	\$	0	\$	0
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CONTRACTED SERVICES

Accounting / Audit	-	-	-	-	-
Legal	-	-	-	-	-
Oversight Fee (3%)	-	-	-	-	-
Management Company Fee	-	-	-	-	-
Nurse Services	-	-	-	-	-
Food Service / School Lunch	-	-	-	-	-
Payroll Services	-	-	-	-	-
Special Ed Services	-	-	-	-	-
Titlement Services (i.e. Title I)	-	-	-	-	-
Custom Contracted Services #1	-	-	-	-	-
Custom Contracted Services #2	-	-	-	-	-
Custom Contracted Services #3	-	-	-	-	-

TOTAL CONTRACTED SERVICES

\$	-	\$	-	\$	-	\$	-	\$	-
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