

**Oklahoma Youth Academy Charter School**  
**Policies and Procedures Governing Student Enrollment**

**Initial Enrollment**

When a student is received for admission, the institutional superintendent or designee shall review the order of commitment to determine if the student is being properly admitted. In order to be admitted, the student must be within the legally prescribed ages and the order committing him to the Office of Juvenile Affairs must be signed by the committing judge. If the admission seems questionable, the superintendent, deputy superintendent, or AOP shall contact the Placement Unit for clarification prior to admitting the juvenile.

A student is enrolled the first regular school day after the student's admission to the institution and will remain enrolled until graduation or until the student is discharged from the institution. In the rare occasion that a student is suspended, the student will be removed from the rolls until the end of the student's suspension at which time the student will be re-enrolled. The Oklahoma Youth Academy Charter School does not have part-time students.

See Office of Juvenile Affairs Rules 377:10-3-1 through 10-3-6 (attached).

## Office of Juvenile Affairs Rules 377:10-3-1 through 377:10-3-6

Okla. Admin. Code 377:10-3-1

377:10-3-1. Purpose

The Placement Unit is designated by the Office of Juvenile Affairs to authorize and coordinate placements above the foster care level for all adjudicated juveniles and youthful offenders in custody of the Office of Juvenile Affairs. All commitments, recommitments, parole revocations and administrative transfers of custody youth must be processed through the Placement Unit. The Placement Unit shall make all placements in accordance with [10A O.S., §§ 2-5-212, 2-7-502, and 2-7-503](#).

Okla. Admin. Code 377:10-3-2

377:10-3-2. Placement process

(a) When a juvenile is committed to the custody of the Office of Juvenile Affairs, the JSU worker shall conduct a review and assessment of the juvenile to determine the type of placement consistent with:

(1) the juvenile's treatment needs in the closest location to the juvenile's home, and

(2) if the juvenile is adjudicated delinquent, the protection of the public [[10A O.S. § 2-2-803](#)].

(b) The JSU worker shall make a recommendation to remove a juvenile from home after reasonable efforts to allow the parents to fulfill their roles have failed. In making a decision regarding moving a juvenile from the home, the JSU worker shall consider the best interests of the juvenile, as well as, the protection of the public.

(c) From intake to placement, the JSU worker shall collect information relating to the Uniform Child Custody Jurisdiction Act (UCCJA) ([43 O.S. § 551-101 et seq.](#)) or the Indian Child Welfare Act (ICWA) ([10 O.S. § 40.1 et seq.](#)) is applicable. Placements of OJA-custody juveniles shall be made in accordance with UCCJA and ICWA when appropriate.

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(d) All placements require authorization by the Placement Unit except changes of placement to:

- (1) independent living (requires authorization by district supervisor),
- (2) own home,
- (3) relative's home, and
- (4) foster care.

### Okla. Admin. Code 377:10-3-3

#### 377:10-3-3. Delinquent and youthful offender classification

As required by [10A O.S., §§ 2-2-803](#) and [2-5-212](#), OJA shall conduct a thorough review and assessment of each juvenile placed in OJA custody. OJA staff shall assess each delinquent or youthful offender in three areas in order to identify the most appropriate placement. The three areas are:

- (1) offense history,
- (2) risk assessment, and
- (3) treatment needs.

### Okla. Admin. Code 377:10-3-4

#### 377:10-3-4. Offense history classification

Offense history is classified as follows:

- (1) **Class I Delinquent/Youthful Offender.** Class I refers to a multiple victim endangering offender. The Class I offender has committed more than one seriously violent, aggressive, or assaultive offense and may have a history of property offenses;
- (2) **Class II Delinquent/Youthful Offender.** Class II refers to a one-time, seriously violent, aggressive, or assaultive offender who may have a history of property offenses;
- (3) **Class III Delinquent/Youthful Offender.** Class III refers to property offenders. The Class III offender has committed multiple, habitual, or chronic property or misdemeanor offenses; or

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(4) **Class IV Delinquent/Youthful Offender.** Class IV offenders have committed:

- (A) a single spree of property offenses or misdemeanors;
- (B) a single property offense or misdemeanor, or
- (C) two property offenses or misdemeanors occurring over a widely spaced period of time.

Okla. Admin. Code 377:10-3-5  
377:10-3-5. Placement risk assessment

(a) The placement risk assessment, which is included in the JOLTS Placement Worksheet, is comprised of seven components which are scored to assist in determining the level of risk a juvenile poses to both the public and himself or herself.

(b) Items included in the placement risk assessment are the:

- (1) most recent offense upon the juvenile's commitment, recommitment, revocation, or administrative transfer;
- (2) most serious prior offense;
- (3) number of offenses the juvenile has committed in the past three years;
- (4) age of the juvenile when he or she first committed a felony for which there was an official finding of fact;
- (5) number of times the juvenile was previously placed out of the home above the foster care level by OJA or a juvenile bureau;
- (6) substance abuse by the juvenile, and
- (7) juvenile's school attendance at the time of commission of the most recent offense or at the time of the request for a change of parole setting or change of placement.

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Okla. Admin. Code 377:10-3-6  
377:10-3-6. Placement needs assessment

Factors considered in the placement needs assessment are the juvenile's:

- (1) education;
- (2) intellectual ability;
- (3) home stability;
- (4) drug or alcohol use;
- (5) interaction with authority figures;
- (6) reaction to stress;
- (7) stressors;
- (8) self-image;
- (9) history of abuse/neglect;
- (10) social alienation;
- (11) aggressiveness;
- (12) emotional stability; and
- (13) employment.

# EDUCATION PROCEDURES

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Office of Education  
Oklahoma Office of Juvenile Affairs  
3812 North Santa Fe Avenue  
Oklahoma City, Oklahoma 73118

## **EDUCATION PROCEDURES**

### **INTRODUCTION**

The Oklahoma Office of Juvenile Affairs (OJA) developed this information to provide our institutions and schools with a consistent format and uniform set of procedural guidelines to ensure that we impart the best and most appropriate education for each of our students. Along with federal and state guidelines that we must follow, it is imperative that we focus on the lifelong education we must provide to ensure our students obtain the best, possible chances they can have for success in the real world.

When looking intently at the educational foundations of our students, we must carefully assess which educational path down which we take them. We will place all of our students on a graduation plan. It is our plan for credits to be earned toward graduation for one hundred per cent of those who enroll; however, due to the length of institutional stay and the lack of credits upon a student's arrival at the institution, all students will not be able to graduate while with OJA in an institutional placement.

### **EDUCATION PROGRAM**

OJA will operate and maintain an educational program by directly employing staff and operating its own school. In these matters, OJA will be governed by its Board of Directors (Board) and administered by OJA's Executive Director.

#### **Facilities**

The Office of Juvenile Affairs will provide facilities for educational purposes. OJA will hire a school Chief Administrative Officer (CAO) who will hire school staff subject to consultation and approval of OJA's Executive Director.

#### **Professional Staff**

Each member of the professional staff must either hold a valid certificate issued or recognized by the Oklahoma State Department of Education authorizing the individual to conduct the job for which employed or be approved otherwise under state law. Such certificates must remain in effect during the term of the individual's employment. Additionally, upon recommendation of the Chief Administrative Officer (CAO) and approval by OJA's Executive Director, OJA may employ or contract with skilled, selected, noncertified individuals to provide instructional support services or to assist the instructional staff.

#### **Accreditation**

All educational programs and facilities, will comply with the regulations of the Oklahoma State Department of Education for accreditation.

### **Student Entry**

Each student will be evaluated, assessed for educational needs, and have access to appropriate teaching, educational materials, technology, and books. Testing will take place as soon as can be arranged but no later than 10 school days after admission. Then, a post-test will be given no later than 14 days prior to juvenile's discharge. If the student has not been discharged before 120 calendar days have elapsed since taking the post-test, the student must retake the post-test. All testing data must be entered into the OJA DATA BASE. School records of entering students will be requested within 3 school days of admission. If there are any problems receiving the needed information, a call must be made to the OJA Education Coordinator for assistance. Intake information gathered before admission must include the last school attended, grade level, and special programs and services that were required.

### **Program Options**

OJA's education program will address basic literacy and numeracy skills—reading, writing, and mathematics—along with science, social studies, and vocational-technical education. Students who have not attained basic literacy and numeracy skills will be required to attend remedial education classes during the regular school schedule. Students will be recognized for academic and vocational achievements.

The education program will allow for flexible scheduling that permits students to enter at any time and to be challenged to proceed at their own best learning paces.

Students who have earned enough credits to meet credit requirements for graduation will be allowed to take credit-recovery classes on-line using credit-recovery programs, such as, Odysseware© or other similar programs.

The educational program will provide opportunities which conform to the standards of the Oklahoma State Board of Education (State Board). Students who are enrolled in the School's public education program must be engaged in 6 hours of structured classroom education per school day. Four of the 6 hours must include math, social studies, English, and science. The School will ensure that its education program is accredited by the State Board for providing appropriate credits for studies completed by students.

Participation in the education program will be mandatory and in accordance with state compulsory school attendance laws. Students may be removed from classes in emergencies or other situations deemed necessary by staff. Time out of class must be limited. Where mental health issues are a concern, determinations of placements must be made by psychologists or psychological clinicians. Long-term removal must follow procedures stipulated in OJA's *Special Education Handbook*. Classes will be available to all eligible students at times when the majority of students are available for academic and vocational programs. Tutoring services will be provided to students who need them. Instruction in functional living skills will be provided through coordination with other institutional services. Students will participate in all state-mandated tests. The special education IEP process is outlined in OJA's *Special Education Handbook*.

### **School Year**

The educational program will be for a period of 220 days, consisting of 215 educational instruction days and 5 professional development days. Vocational training will be integrated with academic programs and be relevant both to the needs of the student and employment opportunities in the community. On-campus career and technology programs will be provided

that introduce students to opportunities in the world of work and reinforce their learning of basic skills through application in real-world activities.

## **SPECIAL EDUCATION**

Special education services will be provided to all students who are determined to be eligible for services under the individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973 as prescribed in the student's Individual Education Plan (IEP). Special education policies and procedures will be followed in accordance with OJA's *Special Education Handbook*, which is aligned with the United States Department of Education's guidelines for special education.

## **VOCATIONAL-CAREER PROGRAMS**

The school's vocational/career program will:

1. Emphasize employment-oriented attitudes and values along with strong basic academic skills, which encourage student adaptations to future job requirements,
2. Prepare students to pursue further training in specific occupations,
3. Use community resource contacts to gather information concerning vocational career trends in the state of Oklahoma, and
4. Provide special vocational opportunities for students with physical, mental, and/or emotional handicaps and/or learning disabilities.

The School's vocational/career program will be established through a contractual and cooperative relationship between contracting vocational/career schools and the Office of Juvenile Affairs. Diplomas will be awarded by the Oklahoma Youth Academy Charter School to those students meeting graduation requirements.

Students will be counseled and coached in choosing their most appropriate educational program. Programs made available will be as follows:

### **General Educational Development (GED)**

GED programs and opportunities will be offered to students who, have not met graduation requirements, as set forth in 70 O.S. § 11-103.6.

### **Achieving Classroom Excellence (ACE)**

The ACE plan of study will follow the State Board's 15-unit high school core curricular requirements, Public Education Track. End of Instruction Exams (EOI Exam) will be taken by students as scheduled and tracked using the data information system. Students failing EOI Exams will be given remediation for areas failed. Eligible students will be allowed to do alternative testing.

### **Individualized Education Plan (IEP)**

Students with IEPs will follow educational plans outlined in their IEPs. Modifications and requirements in IEPs will be followed as written. The IEP is always developed with an IEP team.

### **Career Tech Program**

Students who have been evaluated and assessed by intake teams and determined as meeting requirements for Career Tech will be allowed to enter the Career Tech Program. The program will include common core requirements with focuses on career and life skills.

Transition Passages must begin when youth enter the school.

### **PROGRAM OVERVIEW**

The education program will provide certified teachers, quality tutors, Odysseyware© or other similar programs, which are online computer courseware learning systems that focuses on individual students, identifies learning gaps, aids in prescribing precise learning activities, engages individual student tutoring, and monitors progress.

A full-year program will offer over 1,100 hours of instruction. Student needs are assessed, skill deficiencies are identified, and instruction is prescribed for each student using research based techniques of mastery learning. Salient features of this learning system are:

- Determines objectives students need to learn, and objectives are correlated with state objectives,
- Diagnoses each student's mastery of needed objectives,
- Focuses instruction explicitly on unlearned objectives,
- Engages the student in sustained, productive time on task learning, and
- Measures student mastery of skills in relation to state and national standards.

State curriculum standards and objectives, individualized education plans, and teacher observation records enable precise diagnoses of student needs. Teachers and online tutors monitor student progress and intervene to ensure students learn needed objectives. Students improve achievement through productive time-on-task—a powerful, positive influence on learning.

Staff training begins with hiring faculty who hold proper credentials: certified administrators, qualified instructors (math, English [reading, writing and literature], science, and history) and resource specialists, special education, et al. Instructional personnel attend training sessions that enhance existing skills and emphasize techniques for teaching at risk students. Before school starts, training is for proficiency and delivery of all facets of the program. Succeeding sessions are given as needs arise and at least every three months.

Lessons are correlated to Oklahoma standards and can be customized for individual needs. Parents are encouraged to be a part of their student's success. Schools will send reports to parents describing student progress.

Evaluating program effectiveness is central to our success. Teachers conduct appraisals of student participation and progress at least twice weekly. Program effectiveness is measured by

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student time on task, lessons/objectives mastered, grade levels gained and passes of state mandated tests and GEDs.

The education program to be used at Oklahoma Youth Academy Charter School will be a blended model. It will use a combination of certified teachers in classrooms as well as on-line instruction. All students will be pre-assessed to determine strengths and weaknesses. Instruction will be centered on meeting the individual needs of each student. Individualized instruction as well as group instruction will be utilized in the instructional program.

After assessments are given, students will be organized into groups according to pre-determined mastery scores:

### **Mastery**

Mastery students will have scored high enough to show mastery of the standards tested on grade-level exams. These students will be given enhanced lessons to help them maintain current skill levels while acquiring and utilizing new skills and information.

### **Mastery Minus**

Mastery Minus students will have scored at a range demonstrating at least 80 percent mastery of course standards. These students will receive remediation in areas where mastery has not been achieved and will continue to do standard course work.

### **Bubble**

Bubble students will have scored at the mid-range of mastery. These students will receive targeted instruction to help them reach the next level of mastery. Instruction will also include regularly scheduled work from Core Calendars.

### **Foundation**

Foundation students are those students at or below the sub-mastery line. These students will require targeted instruction, regularly scheduled work, and some re-teaching to acquire basic skills missed during previous instruction.

Each course will have a Core Calendar that will outline standards to be taught during each session. This will be done with all student groups regardless of level of mastery. Bench mark tests will be given on periodic schedules to determine mastery of standards taught. Those failing to pass benchmark exams will immediately receive remediation.

All core classes—math, science, social studies, and English—will have a certified teacher in the classroom as well as qualified and competent tutors on-line to assist with remediation and enhancements. Classroom teachers will select students needing enhanced or remedial work. On-line tutors will work with students individually as well as in small groups.

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Classroom teachers will have the flexibility to utilize student knowledge and skills learned to adjust learning environments and deliveries to meet the needs of their students. Five additional days for training have been added to the professional development schedule to allow for data training and gathering. The School will contract staff for 225 days. Five of these days will be professional development days as mandated. Five additional days will be used for the other training key to the success of the program. All teacher assistants and tutors will receive training as well. When allowed by the institution, day staff will receive training which will allow them to assist and monitor students.

Each student will have an opportunity for experience and training in career and technology education. A plan will be available to all students to the extent that they are able to participate.

### **CONCLUSION**

These education procedures present general procedural guidance to institutions and schools that deliver educational services to students who are under OJA's responsibility. Assistance in interpreting and applying these guidelines may be obtained from:

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Oklahoma Office of Juvenile Affairs  
405-530-2878  
[john.pugh@oja.ok.gov](mailto:john.pugh@oja.ok.gov)

## **ATTACHMENT 10**

### **OYACS STUDENT CONDUCT AND DISCIPLINE**

In the Oklahoma Youth Academy Charter School (OYACS) School System, the teacher shall practice such discipline as would be exercised by a kind and judicious parent. When other efforts fail, teachers may report the case to the principal who will administer a discipline suitable for the offense. Discipline is designed to help the student refrain from repeating misbehavior. A written report shall be made for each student receiving administrative discipline. The report will describe the offense and the disciplinary action taken. One copy of the report will be placed on file and one copy will be sent to the student advocate.

#### **STEPS OF DISCIPLINE**

1. Informal talk
2. Conference
3. Remove to alternative classroom
4. Saturday School

#### **STUDENT DETENTION**

The circumstances existing in a medium secure juvenile center do not allow for after school detention. All students will be scheduled for treatment and rehabilitation services following the end of the school day.

#### **SATURDAY SCHOOL**

Supervised school services are authorized on Saturday mornings from 8:00 a.m. to 12:00 p.m. The use of Saturday School must be approved by the principal. The purpose of Saturday School is to encourage students to be attentive and work

during regular class time and to provide additional classroom time for students who are falling behind. Classroom teachers will provide the work for students to perform during Saturday School. Students who have been assigned because they did not work in class may be reassigned if they do not complete their work in Saturday School.

## **CORPORAL PUNISHMENT**

Corporal Punishment is prohibited in the Oklahoma Youth Academy Charter School.

## **SUSPENSIONS**

The policy of the Oklahoma Youth Academy Charter School prohibits suspension from school except in rare and extreme circumstances. Any suspension must be approved by the school principal, the Chief Administrative officer and the institutions Administrator of Programs (AOP). The only time a student may be suspended from school is when a failure to do so would put the safety of students and staff at risk or to comply with the provisions of 70 O.S. § 24-101.3.C 2 & 3.

## **SUSPENSION REQUIREMENTS**

1. Suspension shall only last until the student can safely be brought back to class or to the alternative classroom setting. In no event shall a suspension last longer than 9 days.
2. The student and the institutions advocate shall be notified of the out of school suspension and the reason therefor promptly.
3. The student and advocate shall be given the opportunity to explain the student's actions or infraction.
4. A student suspended from school and his advocate has the right to appeal. The student and advocate shall be informed of the right and procedure by the school principal.

5. The appeal shall be to a committee composed of Charter School administrators and/or teachers. The decision of the committee is final and no further appeal is allowed. The members of the committee shall be appointed by the CAO and in his absence by the agency executive director.
6. When a student is suspended from school, the principal and institution AOP shall consult within one (1) school day to develop a plan allowing delivery of educational and supplemental services to the student. The plan shall comply with all federal and state laws and regulations relating to education of children with disabilities.

### **HARASSMENT (BULLYING), SEXUAL HARASSMENT AND SEXUAL BATTERY**

It is the policy of OYACS that harassment of students by other students or staff will not be tolerated. Students should report incidents of harassment to teachers or the principal. Sexual harassment and sexual battery are covered under the institutions PREA (prison rape elimination act) policies. Students are all advised of reporting procedures upon entry into the institution.

### **DRESS CODE**

Residents in Office of Juvenile Affairs medium secure facilities wear uniforms. The same uniforms will be worn by the residents (students) when they attend school.

**Oklahoma Youth Academy Charter School**  
**HIRING POLICY**

**Factors for Consideration**

In filling vacancies, Oklahoma Youth Academy Charter School shall consider factors such as performance appraisals, education, experience, and other qualifications related to the successful performance of the job's duties and responsibilities.

**Methods for Consideration**

A. Methods for consideration may include review of:

1. Personnel records,
2. Applications,
3. Work histories,
4. Disciplinary records,
5. Attendance records,
6. Test results,
7. Oklahoma State Bureau of Investigation (OSBI) and FBI criminal background checks,
8. References, and
9. Other documents and information relating to a person's eligibility or qualifications.

B. Applicants may be required to participate in interviews and other selection procedures.

C. Interview panels will be mandatory for supervisory and managerial positions.

## **Final Selection**

Designated staff may recruit, interview, screen, consider, and recommend, but decisions on all employments and changes in classification will be tentative until OJA's Executive Director or designee gives approval in writing.

## **Required Background Investigations, Drug Screenings, and Physical Examinations**

A candidate may begin work after: (1) findings of the regular OSBI background check have been returned to and reviewed by the selecting official (See A. below.); (2) candidate has submitted a set of fingerprint cards (See B. below.); (3) candidate's drug test results have been reviewed (See C. below.), and (4) candidate's physical examination has been completed (See D. below.).

### A. Completed OSBI Background Check (name search)

1. Selecting official and candidate must complete a Request for Background Check Form. The form and a copy of the candidate's driver's license will be forwarded to the appropriate office.
2. OJA Human Resources will process background investigations through OSBI.
3. Investigation will include a search of Department of Corrections (DOC) files maintained pursuant to Sex Offenders Registration Act and Mary Rippy Violent Crime Offenders Registration Act.

### B. Two Fingerprint Cards must be submitted to proper personnel.

1. Fingerprint cards (two cards) for every successful candidate must be submitted to Personnel prior to his/her appointment.
2. OJA Human Resources will submit the fingerprint cards to OSBI for processing.

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3. OSBI and FBI fingerprint searches will be processed for all successful candidates.
4. Although candidates will begin working prior to receipt of the results of the FBI fingerprint check, continued employment is contingent upon the candidate's successfully passing the FBI check.

C. Drug Screening is required for all candidates.

D. Physical examinations are required for all positions.

E. Handling and Disposition of Sensitive Information:

1. OSBI background checks (name search and fingerprint check) are public record.
  - a. Results will be faxed to the appropriate selecting official.
  - b. Once an applicant's fingerprint card has been processed through OSBI, the person automatically becomes a part of the OSBI "Rap Back Program," and OSBI will notify OJA Human Resources if an applicant is arrested in Oklahoma. Upon receipt of such notification, OJA Human Resources will notify the Chief Administrative Officer of the schools.
  - c. Upon receipt of the notification of the Rap Back and review, the Chief Administrative Officer of the schools or designee will recommend appropriate disciplinary action.
  - d. If results reveal an arrest history, a copy will also be provided to the Chief Administrative Officer of the schools to determine whether employment can be offered.
  - e. If employed, a copy of the OSBI background check will be maintained in the employee's personnel file.

- f. If not employed, OSBI background check may be destroyed after two years.
2. FBI fingerprint checks are **not** public record and will be classified as confidential information.
    - a. Chief Administrative Officer of schools will be notified by OHRM if an FBI background check reveals an arrest. Chief Administrative Officer of schools is responsible for communicating with the appropriate selecting official whether continued employment is appropriate.
    - b. OJA Human Resources will maintain results of the FBI background investigations in confidential files. No copies of the FBI background investigation will be made or maintained at any other location.

### **Hiring of Ex-offenders**

- A. Employment decisions regarding ex-offenders will be based on the consideration of non-discriminatory, job-related factors, such as:
  1. job relatedness of conviction,
  2. rehabilitation attempts,
  3. circumstances of conviction,
  4. number of convictions, and
  5. duration between conviction and date of application.

These employment decisions will be reviewed and approved by the Chief Administrative Officer of schools.

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B. Oklahoma Youth Academy Charter School will not employ an individual convicted of any crime involving:

1. violence against a person,
2. child abuse or neglect,
3. sexual misconduct,
4. gross irresponsibility or disregard for the safety of others, or
5. possession, trafficking, manufacturing, sale or distribution of illegal drugs, or conspiracy to traffic, manufacture, sell or distribute illegal drugs. An employing official may request that an exception be made for a simple drug possession offender if it can be documented that the health, safety and well-being of juveniles will not be endangered, and
6. any crime listed in 70 O. S. § 3-104.6.a.

C. Hiring of persons registered pursuant to the Sex Offenders Registration Act.

It is unlawful for any person who is required to register pursuant to the Oklahoma Sex Offenders Registration Act to work with or provide services to children. Oklahoma Youth Academy Charter School will not contract with or employ or allow the continued employment of any person who is required to register pursuant to the Sex Offenders Registration Act and whose job duties require the employee to work with and/or provide services to juveniles.

### **Discriminatory Practices Prohibited**

A. No person will be favored or discriminated against with respect to employment or promotion because of political or religious opinions or affiliations, national origin, race, color, gender, age, or physical handicap as long as the physical handicap does not render the person unable to do the work of the position for which applying.

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- B. No qualified applicants or employees with disabilities will be denied employment on the basis of any disability as long as they are able to perform the essential job functions with or without reasonable accommodation (Americans with Disabilities Act).

## **OKLAHOMA YOUTH ACADEMY CHARTER SCHOOL**

### Description of the Charter School's curriculum equipment and materials

Since OJA will be taking over operation of an existing education program, there are materials and equipment in place. OJA will maintain, update and supplement these items as needed.

OJA is committed to providing state-of-the-art equipment to utilize on-line teaching opportunities as well as providing vocational training. Educational and vocational equipment and material needs will be assessed by incoming charter school administration. Funding has been set aside for these items and they will be procured as specific needs are identified. On July 1, 2015, OJA will conduct a complete inventory of all assets in use by the education program. These items, if not already included, will be entered into OJA's Assets Tracking System (ATS) and a bar code tag will be attached. Following OJA's normal inventory control policy, items obtained after July 1, 2015, and meeting the requirements of asset tracking will be added to ATS. Fiscal information such as department, fund, and account will be coded with each item entered into the ATS. The ATS will be able to report items purchased through OCAS, or individual assets may be scanned to determine the source of funding for the item. Annually, OJA will reconcile through a physical count items in use at each Charter School location with the inventory recorded in ATS and make adjustments as needed.

OJA will continue to provide the following items for use in the charter school:

1. SDE approved textbooks and workbooks
2. Teaching aids such as whiteboards, smart boards and projectors
3. PCs and Workstations
4. Teaching software such as Odysseyware or similar

## **Oklahoma Youth Academy Charter School**

### **School Organization**

#### **Chief Administrative Officer**

This position will provide full leadership and operational support to all Charter School programs and perform advanced work involving the administration and management of the Charter School for youth who have been adjudicated delinquent of felony offenses, committed to the agency by a juvenile court, and placed in a secure facility. The position will also collaborate with school campus leaders to ensure that instructional guidelines are in place and that teachers are following Charter School standards, implementing the curriculum with fidelity.

These duties and responsibilities will include: aligning all school operations with the Charter School mission and values; develop and implement programs, policies, procedures, and curriculum activities that promote the educational success of all students; establish and maintain a process for staff evaluations in a fair and effective manner to recognize excellence, support growth, and to identify the need for remediation; encourage and support parental engagement in all aspects of school life; effectively manage and develop school resources; ensure ongoing teacher leadership development and instructional improvement; collaborate with the Executive Director and Board of Juvenile Affairs on all aspects of school policy.

# SPECIAL EDUCATION HANDBOOK

*Second Edition, June 2, 2014*

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Oklahoma Office of Juvenile Affairs  
3812 North Santa Fe Avenue  
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This is an official publication of the  
Office of Education  
Oklahoma Office of Juvenile Affairs  
Oklahoma City, Oklahoma  
Second Edition: June 2, 2014

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## SPECIAL EDUCATION HANDBOOK

### INTRODUCTION

The purpose of this handbook is to provide information and standard operating procedures for employees of the Office of Juvenile Affairs (OJA) and Oklahoma Youth Academy Charter School (School) to ensure that students receiving educational services in OJA placement are provided services as mandated by the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973.

Answers to questions and additional information related to this handbook may be sought from the OJA Education Coordinator, John Pugh at 405-530-2878 and [john.pugh@oja.ok.gov](mailto:john.pugh@oja.ok.gov).

### DEFINITIONS AND EXPLANATIONS

Definitions and explanations herein are paraphrasings from Oklahoma State Department of Education's *Special Education Handbook* [Reference 2].

**Accommodations** - Supports and services that are provided to assist a student in accessing the general education curriculum and subject matter. An accommodation neither changes the content of what is being taught nor lowers the performance standards.

**Continuum of Placement** - The range of available placement settings where special education services will be delivered, e. g., regular classes full-time, special classes part-time or full-time, special schools, instruction in other settings, and instruction in institutions or residential facility. The Individual Education Program Team must document the least restrictive environment (LRE) for the student, based upon the needs identified in the IEP. Decisions to mainstream students with disabilities or place students with a specific disability in full-time special education must be made by holding an individual IEP Team meeting to discuss each student's individual program needs. All team decisions must be made based on the needs and in the best interest of each student.

**Individualized Education Program (IEP)** - A written document detailing the School's commitment of resources necessary to provide an appropriate education for a student with a disability. This is a legally-binding document that includes the student's present levels of educational performance, areas of strengths and needs, methods of evaluating progress toward meeting goals and objectives, related services, and transition planning.

**Individualized Education Program Team (IEP Team)** - The group of individuals that gathers to develop an individualized program for a student. The initial IEP Team meeting must include the following persons: the student's parents, the student, at least one of the student's regular education teachers, at least one special education provider who is qualified in the area of the student's disability, an administrator or a representative who has knowledge of the local education agency's (LEA) availability of resources, an individual who is qualified and

knowledgeable about the evaluation results and is able to interpret the instructional implications, other individuals as appropriate who have knowledge or special expertise, e. g., related services personnel, and those invited at the discretion of the parents or the local education agency. Subsequent meetings to discuss evaluation results do not require the presence of qualified, knowledgeable individuals.

**Individuals with Disabilities Education Act (IDEA)** - A federal regulation that ensures a free and appropriate public education for all children with disabilities. It emphasizes special education and related services designed to meet the unique needs of these students in an effort to prepare them for employment and independent living. IDEA ensures the rights and protections of children with disabilities and their parents, assists public agencies in the provision of special education and related services, and, both, assesses and ensures the effectiveness of these efforts.

**Intervention Team** - A group of teachers who meet to discuss and review issues related to a student's lack of academic progress. The team may address interventions to assist the student in becoming more successful or may recommend referral to special education following an Intervention Team's process.

**Least Restrictive Environment (LRE)** - Each public agency must ensure, to the maximum extent appropriate, that students with disabilities are educated with students who are non-disabled and that special classes, separate schooling, or other removal of students with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

**Local Educational Agency (LEA)** - A public board of education or other public authority that is legally constituted within a state for either administrative control and direction or performance of service functions for either (a) public elementary and/or secondary schools in a city, county, township, school district or other political subdivision of a state or (b) a combination of school districts and/or counties that are recognized in a state as an administrative agency for its public elementary and secondary schools.

**Modifications** - Changes in general education course content, standards and expectations, and/or other attributes that fundamentally alter or lower the standards and expectations for students with disabilities in order to provide access for a student with a disability. Instruction may also be modified so that the material is presented differently, and/or expectations of what the students will master may be changed.

**Multidisciplinary Team** - A team of individuals who meet with a student and parents prior to the development and implementation of the initial IEP for the purpose of documenting the completion steps necessary for an initial evaluation and eligibility determination of the student with a disability.

**Section 504 Accommodation Plan** - A legal document that outlines a plan of instructional services for students who are in the general education setting and who require accommodations due to medical or physical impairments that substantially limit learning. This plan describes accommodations that the school will make for the student.

**Specialized Units** - OJA's Behavior Modification Unit (BMU) and Specialized Care Unit (SCU).

## **PROVISION OF SPECIAL EDUCATION SERVICES**

The Office of Juvenile Affairs' (OJA) Education Coordinator or designee will monitor special education services to ensure that all youth who are determined to be eligible for services under the Individuals With Disabilities Education Act (IDEA), 20 U.S.C. § 1400 *et seq.*, or Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, receive services as prescribed in their individual accommodation plans, which include:

- A. Instruction as required by Oklahoma Academic Standards, adopted by the Oklahoma State Board of Education in 2014,
- B. Documentation annually to OJA's Education Coordinator to substantiate the number of appropriately certificated teachers required to provide all students with a comprehensive high school education, and
- C. Supervision by the school's principal who conducts annual performance evaluations of all school staff as required by the Oklahoma State Department of Education.

## **EDUCATION COORDINATOR RESPONSIBILITIES**

The OJA Education Coordinator's duties will include monitoring education services to youth in OJA's custody to ensure compliance with the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400 *et seq.*, and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794.

The Education Coordinator or designee will monitor school programs to ensure compliance with OJA's Special Education Policy as follows:

- A. Special Education and related programming provided to those students determined to be eligible under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400 *et seq.* and § 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 are in compliance with state and federal laws;
- B. Adequate assessments and opportunities for special education students are determined through biannual monitoring and program evaluation by OJA's Education Coordinator;
- C. Professional development needs are assessed annually, and responsive training is provided for special education teachers; and

- D. Relevant special education policies and procedures are printed and directed to be used by School personnel to ensure uniform implementation of educational services.

## **IDENTIFICATION OF STUDENTS ELIGIBLE FOR SPECIAL EDUCATION SERVICES**

The OJA Education Coordinator or designee will monitor to ensure that students previously determined eligible for services are identified, that the School requests these students' school records within 3 business days of a student's admission to the School, and that these requests are pursued until requested records are received.

### **Records Requests**

The School requests students' previous school records within 3 school days of the student's admission to the School and pursues these requests until the records are received. The following applies to records request:

1. The School documents records requests by maintaining copies on file,
2. School contacts OJA's Education Coordinator if a student's school records are not received within 10 school days, and the Education Coordinator contacts the Oklahoma State Department of Education or other appropriate agency to gain access to the student's school records, and
3. The School exhausts all efforts in attempting to obtain each student's records.

## **IDENTIFICATION OF STUDENTS POTENTIALLY ELIGIBLE FOR SPECIAL EDUCATION SERVICES**

The OJA Education Coordinator or designee will ensure identification of potentially eligible students and, for those students whose school records do not indicate a prior need for special education services, assessments to determine potential eligibility for special education services.

### **Records Reviews**

Upon receipt of student records, the School's principal or designee will identify students whose prior school records do not indicate prior need for special education services and will:

1. Conduct a review of the student's records, interview the student, and observe the student's behavior in classrooms,
2. Administer a questionnaire to discover information relevant to the student's educational history and place a copy of the results in an appropriate file in the Office of Principal, and
3. Accomplish this records review, interview, and observations within 5 school days of the receipt of the records or within 10 days if no records have been received.

## **Screenings**

Each incoming student will be screened by school district personnel as follows:

1. School personnel will screen the student's substantive educational knowledge and provide a copy to the student's JJS,
2. School medical staff will screen the student's vision as well as hearing and send the results to the School, and
3. Both activities will be accomplished within 10 school days of the student's arrival.

## **Intervention Teams**

The School will establish and maintain, in a policy manual, an Intervention Team policy which will include the following provisions:

1. Intervention Teams formed at the request of any School or institutional staff each time it is determined that a student is exhibiting difficulty progressing in the regular education program,
2. Procedures for referring students to Intervention Teams,
3. Documentations, designs, and implementations of interventions,
4. Evaluations of the effectiveness of interventions,
5. Referrals for special education assessments of students who are not being successful with interventions,
6. Reviews by Intervention Teams of all issues pertinent to the progress of students,
7. Addresses of academic, social/emotional, behavioral, environmental, and cultural issues that may be interfering with students' school performance, and
8. Affirmative actions during initial and subsequent Intervention Team meetings to develop interventions and strategies that may be appropriate to help the student gain success in the classroom.

## **EVALUATION OF STUDENTS FOR SPECIAL EDUCATION SERVICES**

The OJA Education Coordinator or designee will monitor to ensure that all students referred for evaluations for special education services receive comprehensive evaluations and that the School's evaluation processes do ensure strict compliance with state and federal requirements.

### **Comprehensive Evaluation**

Components of a comprehensive evaluation are listed in the Oklahoma State Department of Education's *Policy and Procedures for Special Education in Oklahoma* according to each disability area along with specific eligibility indicators in each. Youth under the care of the Office of Juvenile Affairs are most frequently identified as having an Emotional Disturbance, Intellectual Disability, Specific Learning Disability and/or Other Health Impairment. Components

of comprehensive evaluations for specific disabilities and their eligibility indicators are as follows:

1. Emotional Disturbance:
  - a. Psychological, social, emotional, and behavioral,
  - b. Academic, achievement, and developmental,
  - c. Adaptive behavior and social or cultural background, and
  - d. Cognitive and intellectual.
  
2. Intellectual Disability:
  - a. Cognitive and intellectual,
  - b. Communication and language,
  - c. Academic, achievement, and developmental, and
  - d. Adaptive behavior and social or cultural background.
  
3. Specific Learning Disability:
  - a. Documentation of instruction and intervention,
  - b. Documentation of repeated assessments of achievement (progress monitoring),
  - c. Cognitive and intellectual development,
  - d. Observation,
  - e. Academic, achievement, and development, and
  - f. Social and cultural background.
  
4. Other Health Impairment:
  - a. Medical Information,
  - b. Other factors relevant to the student's health condition, and
  - c. Academic, achievement, and developmental.

The Oklahoma State Department of Education's *Special Education Handbook* states "The Local Education Agency (LEA) is responsible for establishing and implementing an ongoing Child Find system to locate, identify, and evaluate students suspected of having a disability, ages 3 through 21 years, who may need special education, regardless of the severity of the disability." [Reference 2, page 50].

### **Initial Evaluations**

An initial evaluation for special education services includes procedures used to determine whether or not a student has a disability and the extent to which that disability impacts the student's educational progress. The initial evaluation includes the following procedures:

## Attachment 4

1. Initial evaluation completed within 45 school days of receiving parental consent for the evaluation,
2. Parents given a description of the evaluation procedures proposed as a basis for determining the presence of a disability,
3. Initial evaluations include sufficiently comprehensive information to identify the suspected disability and related services needs,
4. Review of Existing Data, Parent Consent for Evaluation, and Multidisciplinary Evaluation and Eligibility Group Summary required to document the completion of steps for an initial evaluation and eligibility determination of a student with a disability, and
5. Development and implementation of an initial IEP when a Multidisciplinary Team determines that the student qualifies for special educational services.

### **Reevaluations**

Reevaluation of a special education student must occur at least every 3 years to determine if the student continues to have a disability and before the student is determined no longer to qualify for special education services.

When additional data are not needed to determine whether the student continues to be a student with a disability and to determine the student's educational needs, such must be documented on the IEP Review and Reevaluation Addendum as part of the 3-year evaluation [Reference 4]:

1. Multidisciplinary Evaluation and Eligibility Group Summary is required, unless the team determines that additional data are required for the 3-year reevaluation process,
2. Determinations are made based on existing assessments, information and input provided by the parents, current classroom-based observations, local and state assessments, teacher observations, and related service provider observations, and
3. School implements multidisciplinary team decision-making to determine eligibility for special education [Reference 2, pp. 83-87].

The OJA Education Coordinator or designee will monitor to ensure that eligibility determinations include consideration of the following:

1. Review of existing data, present levels of performance, and educational needs,
2. Interventions and services that assist and support the student's academic functioning in the general education environment, intervention teams, co-teaching, and collaboration models,
3. Cooperative learning and peer tutoring, and
4. Modifications needed for eligible students to participate in the general education curriculum and meet IEP goals.

## **IEP DEVELOPMENT**

The OJA Education Coordinator or designee will monitor to ensure that the School develops and maintains current for all eligible students appropriate IEPs which meet all state and federal requirements. The following guidelines apply to IEP meetings:

- A. The School drafts an IEP that describes the student's current level of performance, connects annual goals to weaknesses, develops a continuum of service options, establishes comprehensive transition goals and transition planning, adequately addresses state assessments, specifies accommodations and modifications, and includes behavior plans and related services ,when applicable;
- B. The School substantiates the placement of each student in the Least Restrictive Environment (LRE) and documents this placement on the IEP after an assessment of the continuum of alternative placements necessary to meet the student's special education needs;
- C. The IEP Team participants include the student's parents, at least one of the student's regular education teachers, at least one of the student's special education teachers, an administrator or administrative representative who has knowledge of the LEA's availability of resources, the student, related service providers, and, for an initial or reevaluation, a qualified individual who is knowledgeable about the evaluation result and can interpret its instructional implications.
- D. A member of the IEP team may be excused from attending an IEP team meeting if the parents of the student agree, in writing, that the attendance of the member is not necessary because the member's area of the curriculum is not being modified or discussed or if the member has submitted, in writing to the parent, input into the development of the IEP prior to the meeting;
- E. A JJS worker attends IEP meetings of youth for whom the worker is responsible; and
- F. A Notification of Meeting is sent by the school to all team members 10 school days prior to the IEP meeting;
- G. All special education staff receive annual or more often, if necessary, professional development in which are written examples of IEPs:
  - 1. Staff participation in these trainings is documented; and
  - 2. Specific professional opportunities are provided as results of needs determined through IEP monitoring and other needs assessments;
- H. An interim IEP may be developed upon a student's enrollment in OJA placement, if either the School or the parents feel that the current IEP is not appropriate. To do so, an IEP meeting must be held within 10 school days of the student's enrollment, and in this meeting, an interim IEP is developed. The interim IEP (1) must provide opportunity for the school to observe the student in an effort to determine the most

appropriate placement for special education and related services and (2) can be in place no more than 30 calendar days following implementation of the interim IEP. Notices to the parents must be made by phone call and followed up with a Notification of Meeting and a Parent's Rights in Special Education: Notice of Procedural Safeguards, both of which are mailed through U. S. Postal Service to the student's parents. Conformation of all these actions must be in writing and placed in the student's school file.

### **IEP Implementation**

The OJA Education Coordinator or designee will monitor to ensure that IEPs are implemented and that all students who are determined to be eligible for special education services receive all special education and related services provided by their IEPs.

### **Existing IEP Implementation**

Receiving schools are responsible for analyzing existing IEPs for newly admitted students to determine appropriateness to the student's educational needs:

1. When information is received indicating that a newly admitted student has an existing IEP, the principal or designee must ensure that services comparable to those described in the student's IEP are provided pursuant to the requirements of IDEA until an evaluation is conducted or a new IEP is developed and implemented.
2. When adopting an existing IEP, the School must contact the parents to determine if parents are satisfied with that existing IEP. If the parent is satisfied with the existing IEP and the School has determined that the existing IEP is appropriate, then, the existing IEP is implemented as written. The parent contact must be documented on the Record of Parent Contact. If the parent is not satisfied, the School must re-examine the existing IEP and prepare and implement a new IEP that satisfies both the school and the parent.

### **Service Delivery**

Delivery of services stipulated in IEPs depends on adequate information to all who will be involved in implementing IEPs and include the following:

1. All teachers and other service providers of the student must receive a copy of the IEP modifications and accommodations to ensure appropriate service delivery,
2. Regular education teachers must implement all accommodations and modifications as required by the students IEP, and
3. Coordination of related and supplemental services must be provided to the student as needed and must be listed on the student's IEP.

4. Students must be enrolled in coursework required of them for graduation or GED preparation and, as specified in the IEP, placed in the least-restrictive environment.

### **Removal Over 10 Days**

When a student is precluded from attending school because of a treatment or behavioral issue, the student's school educational services must be arranged in accordance to the following:

1. A change of placement must occur when a removal is for more than 10 consecutive school days or when several removals occur which total more than 10 school days in a school year for behavior that is substantially similar.
2. As required by IDEA and stated in the Oklahoma State Department Special Education Handbook" If LEA officials determine that it is appropriate to suspend a student out of school for more than 10 consecutive school days, or to have a student's educational setting changed to an IAES for up to 45 school days due to the existence of a special circumstance, such as weapon or illegal drug possession or infliction of serious bodily injury on another person, LEA officials must notify the parent or adult student immediately of this decision." [Reference 2, page 203].
3. If a student receiving special education services is assigned to a specialized unit for more than 10 school days, the student's IEP Team must convene itself to review the student's current IEP placement. When a student is removed to a specialized unit for more than 10 school days, the student's JJS must receive a Notification of Meeting and must attend an IEP meeting to review the student's placement.

### **Student Absences**

1. The student's JJS or other treatment member must contact the school when a student does not attend school on a regular school day for reasons other than illness, e. g., placement in isolation, restriction to unit, and placement in crisis,
2. The School must collect the student's schoolwork for that day. Work assigned to the student must be the same as if he/she were attending classes, i. e., same objectives and standards,
3. The school must document all assignments and materials sent to the student,
4. The JJS or other treatment team member or designee must pick up the schoolwork in the morning and deliver it to the student,
5. At the end of the day, the JJS or other treatment team member or designee must check to make sure that the schoolwork is completed and must document completed work on the sheet provided by the school, and
6. The student must return the schoolwork to the school on the morning of the next school day. Should the student continue absence from the school, the student's JJS must repeat the first-day responsibilities until the student returns to school, the morning of which the student will deliver completed, previous-day's schoolwork.

## **Parental Involvement**

The OJA Education Coordinator or designee will monitor to ensure parental involvement, multiple opportunities for participation in special education decision-making, and full appraises of all actions taken on behalf of their child:

### **Parental Contact**

Parental involvement in their child's education is considered an essential element of achieving success for the child. Hence, the following active steps must be taken to ensure this involvement:

1. The school must provide the student's JJS with a copy of the Notification of Meeting. When unable to contact the student's parents, the school must contact the student's JJS and JSU Worker to enlist their aid in the effort to involve the parents in the IEP meeting.
2. When the parents are unable to travel for an IEP meeting, a conference call or video conferencing may be utilized to encourage parental participation.
3. The Oklahoma State Department of Education's *Special Education Handbook stipulates* The LEA must make reasonable attempts to obtain consent from the parents to conduct the initial evaluation. Reasonable attempts are defined as at least 2 contacts by 2 different methods (phone calls, letters, visits, email, etc.). The LEA must document such attempts (detailed records of telephone calls made or attempted and the results, copies of written or electronic correspondence sent to the parents and their response if any, and visits made to the parents' home or place of employment, and the results, if any, from the parents). [Reference 2, page 61]. The school must document these efforts.
4. When the parents are not in attendance at an IEP meeting, the School must send a copy of the new or modified IEP and a copy of the Notice to Parents, such sending to be via U. S. Postal Service within 2 days following the IEP meeting.
5. The School must, within 5 school days following the IEP meeting, also, apprise the student's JJS by sending copies of the Written Notice to Parents and documentation of parental contact prior to the IEP meeting.

### **Student Progress Reporting**

The School must inform parents of their child's progress toward meeting his/her annual IEP goals. This progress notification must be in addition to regular grade cards and be documented in the IEP. The School must, also, ensure that all of these notifications are indicated on the Record of Parent Contact.

### **Surrogate Parent**

1. When neither parent can be located or identified or when the student is a ward of the State of Oklahoma, the LEA must assign a surrogate parent to ensure that the rights of the student are protected, and

2. The person assigned as the surrogate parent cannot be an employee of any agency that is involved in the education or care of the student and cannot have a personal or professional interest that conflicts with the best interest of the student.

## **SECTION 504 ACCOMMODATION PLANS**

The OJA Education Coordinator or designee must monitor to ensure that Section 504 Accommodation Plans for eligible students are developed and implemented in accordance with Section 504 of the Rehabilitation Act of 1973, 29 U. S. C. § 794 [Reference 4], the purpose of which is to prohibit discrimination and assure disabled youth have opportunities and benefits equal to those provided non-disabled youth. Essential elements of these accommodation plans are presented in the ensuing sub-sections.

### **Eligibility**

A youth who is deemed eligible under Section 504 is one who is between the ages of 3-21 and who has or has a record of or is regarded as having a physical or mental impairment which substantially limits a major life activity, such as, learning, self-care, waking, seeing, hearing, speaking, breathing, working, and performing manual tasks.

### **Education Need**

A substantial limitation on learning must be demonstrated by an educational need, such as a serious academic deficit and/or serious behavior problems resulting from the youth's disability and not from other causes. Though a youth may have a physical or mental impairment, he/she is not entitled to special treatment under Section 504 unless there is a presence of educational need.

### **Referral**

1. Any youth suspected of having a disabling condition that substantially limits the learning process must be referred to an Intervention Team;
2. Any parent, teacher, and other staff member or institutional member may make a referral;
3. If it appears that the youth needs only accommodations and does not meet eligibility criteria for IDEA, then, a Section 504 Accommodation Plan must be considered in consultation with an Intervention Team;
4. If an outside evaluation or report is received and considered to be sufficient under Section 504 guidelines, the entire process must be documented on the Section 504 Accommodation Plan;
5. If the Intervention Team is unclear about a youth's needs or requirement of special education services or if interventions were tried and were unsuccessful, referral for special education testing must be made to determine eligibility under IDEA; and

6. If the youth is tested and does not qualify under IDEA, the youth must be considered for a Section 504 Accommodation Plan.

### **Documentation Necessary**

When a youth arrives at an institution with existing evaluation data and appears to need only accommodations or modifications, the existing data must include referral, evaluation, eligibility, and accommodation information. If so, the following actions must occur:

1. Parents must be given Section 504 Information and Procedural Safeguards. The Notification of Meeting is used to notify parents and marked as a Section 504 meeting. Documentation is made on a Record of Parent Contact to indicate that the parents were called for meetings and other contacts. A confidential file is developed with a Record of Access to Educational Records included. A copy of the Section 504 Accommodation Plan is sent to all the student's teachers;
2. Special Education Referral, Intervention Team documentation, Consent for Evaluation, and Multidisciplinary Eligibility Evaluation Group Summary (MEEGS) are required. These forms and procedures are used if the team is unsure if the student qualifies for IDEA. If the student does not meet IDEA qualifications, the Multidisciplinary Team meets to determine if the student is eligible for services under Section 504, and, if eligible, a Section 504 Accommodation Plan is developed. Section 504 Information and Procedural Safeguards are given to the parents, and a Record of Parent Contact is maintained, documenting all parental contacts. A confidential file is developed, and a copy of the Section 504 Accommodation Plan is forwarded to all the student's teachers;
3. Section 504 Accommodation Plan form, provided by the Special Education Automation Software (SEAS) program, is used when it is determined that a student requires a Section 504 Accommodation Plan.

### **Follow-up**

1. The Section 504 Accommodation Plan for each student must be reviewed annually and a new plan written. This is the responsibility of the student's IEP Team.
2. Notification of Meeting, Record of Access to Educational Records and Record of Parent Contact forms must be used.
3. A reevaluation must be conducted by each student's IEP Team every three years. If the IEP Team decides that an additional evaluation is not needed, this decision must be written and dated on the Section 504 Review Sheet, this date becomes the reevaluation date, and the existing IEP continues in force. Otherwise, the results of the additional evaluation are used by the IEP Team to revise the student's IEP accordingly.

## **Exiting**

The student's 504 Accommodation Plan Team must meet during the last month of the student's high school program to document the student's completing high school requirements. A Notification of Meeting must be used to contact team members.

Additional information regarding Section 504 Accommodation Plans and Procedural Safeguards may be found in Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 [Reference 4].

## **Discipline of Students**

Students who have a Section 504 Accommodation Plan have the same procedural safeguards as those students who are protected under IDEA [Reference 4, Parts 300-301].

## **Grievance Procedures**

OJA and Oklahoma Youth Academy Charter School will not discriminate on the basis of disability in admissions, accesses to services, employments, and activities. Complaints of discrimination in violation of federal law must be addressed through the following procedures:

### **Step 1. Informal Discussion with School's 504 Coordinator**

Complainants must be encouraged to try to resolve problems promptly through informal dispute resolution. Complainants must meet with the School's 504 Coordinator and discuss their complaint. The Coordinator must investigate, document all steps (meeting dates, nature of meetings, dispositions, and dates of dispositions), and reply in writing to the complainant within 5 school days of the initial meeting. Complainants must be allowed the right to inspect and request copies of all relevant records.

To contact a School's 504 Coordinator, please communicate with OJA's Education Coordinator John Pugh: 405-530-2878, [john.pugh@oja.ok.gov](mailto:john.pugh@oja.ok.gov), 3812 N. Santa Fe Avenue, Oklahoma City, OK 73118.

### **Step 2. Written Complaint**

If the complaint is not satisfactorily resolved through Step 1, the complainant may file a written grievance with the Section 504 Coordinator within 10 school days of disposition in Step 1 and within 30 school days of the alleged violation. The written complaint must include:

- a. A clear statement of the alleged violation,
- b. The remedy sought by the complainant, and
- c. The complainant's signature and date.

The School's 504 Coordinator must schedule an informal hearing to achieve a resolution of the complaint and prepare a written report within 30 calendar days receipt of the written grievance;

recommend appropriate action and submit a written report to the School's Superintendent within 45 days receipt of the grievance; and provide the complainant with a copy of this report.

### **Office of Civil Rights Complaint**

At any stage in the grievance procedure, the complainant has the right to file a formal complaint with the Office of Civil Rights, 8930 Ward Parkway, Suite 2307, Kansas City, MO 64114-3302.

### **LENGTH OF SCHOOL DAY**

The OJA Education Coordinator or designee will monitor to ensure that the length of school day provided to students receiving special education services by the School is in compliance with the number of instructional hours required by the Oklahoma State Department of Education, unless a waiver is granted or the student's IEP specifies otherwise:

1. Students receiving instruction in specialized units must receive the same number of instructional hours as students in general education programs,
2. School schedules for specialized units must be consistent with regular education schedules and state requirements,
3. School attendance must be mandatory for all youth under age 18 who have not been graduated or earned a GED (General Education Development) certificate, and
4. Students may not leave school unless with permission from a teacher or principal of the school.

### **CONCLUSION**

While this handbook presents the scope of state and federal laws and requirements for youth in special educational programs, it is not exhaustive of this subject. Elaboration and extension on the subject of this handbook may be sought from OJA's Education Coordinator John Pugh at 405-530-2878 and [john.pugh@oja.ok.gov](mailto:john.pugh@oja.ok.gov).

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1. Oklahoma. State Department of Education. *Oklahoma Academic Standards*. <http://ok.gov/sde/oklahoma-academic-standards>. 2014.
2. Oklahoma State Department of Education. Special Education Handbook. [http://ok.gov/sde/sites/ok.gov.sde/files/documents/files/Special%20Education%20Handbook\\_0.pdf](http://ok.gov/sde/sites/ok.gov.sde/files/documents/files/Special%20Education%20Handbook_0.pdf)  
Amended September 2013
3. U. S. Congress. *Individuals with Disabilities Education Act*, 20 U.S.C. §§ 1400 et seq., 34 CFR, Parts 300-301. <http://idea.ed.gov>. 2004.
4. U. S. Congress. *Rehabilitation Act of 1973*, as amended, 29 U.S.C. § 794, Section 504. 1973.

OKLAHOMA YOUTH ACADEMY CHARTER SCHOOL (OYACS)

Policy Regarding Education of Students With  
Limited English Proficiency (LEP) and English Language Learners (ELL)

1. GENERAL PURPOSE AND DEFINITIONS

1.1 Purpose. In accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d *et seq.*, the Oklahoma Youth academy Charter School and its employees, agents, and contractors are strictly prohibited, in the operation of any program or the provision of any benefit, from any form of discrimination against any person or group on the basis of the race, color, or national origin of that person or group. Toward that end, the Charter School is committed to the provision of educational programs and services to provide an appropriate planned instruction program for identified students whose dominant language is not English. The purpose of the program is to increase the English language proficiency of eligible students so that they can attain the academic standards adopted by the Board and achieve academic success.

1.2 Definitions. For purpose of this policy, the following terms shall have the following meanings:

1.2.1 *Limited English proficient or limited English proficiency.* This term shall apply to the child of school age who-

(a) either (i) was not born in the United States or whose native language is other than English and comes from an environment where a language other than English is dominant; or (ii) is a Native American or Alaska Native who is a native resident of the outlying areas and comes from an environment where language other than English has had a significant impact on such an individual's level of English language proficiency, or (iii) is migratory and whose native language is other than English and comes from an environment where a language other than English is dominant; and

(b) has sufficient difficulty speaking, reading, writing or understanding the English language and whose difficulties may deny such individual the opportunity to learn successfully in classrooms where the language of instruction is English or to participate fully in our society.

1.2.2 *English as a second language (ESL).* This term shall apply to instruction and related programs and services designed to teach children with limited English proficiency social and academic language skills as well as the cultural aspects of the English language necessary to succeed in an academic environment and contribute to

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society. Such instruction shall consist of courses carefully articulated from Grades 6 through 12 in the areas of listening, speaking, reading and writing at appropriate developmental and proficiency levels with little or no use of the native language. Courses shall be correlated to the Oklahoma Pass Standards for Reading, Writing, Speaking and Listening.

1.2.3 *Bilingual instruction.* This term shall apply to an instruction program in which two languages are used; the program provides ESL instruction and utilizes the student's native language as the medium for instruction in the content areas; language arts instruction in the student's native language is also provided.

## 2. PROGRAM

2.1 OYACS shall adopt a program of educational services for each student whose dominant language is not English. The program shall include bilingual/bicultural or English as a Second Language instruction. The program shall meet the three- pronged test of program compliance:

- (a) sound research-based education theory,
- (b) sufficient resources and staffed by appropriate prepared personnel, and
- (c) periodic program evaluation.

2.2 OYACS shall develop written procedure, guidelines, and curricula under which a consistent, School-wide program of screening, assessment, instruction and monitoring is implemented to meet the needs of every child with limited English proficiency. Such program, at a minimum, shall consist of the following elements:

- (a) enrollment procedures to ensure that students are allowed to attend school regardless of their English proficiency;
- (b) assessment procedures for program entrance, measuring progress in gaining English proficiency, and program exiting. Such assessment shall address the areas of listening, speaking, reading, and written skills as well as the academic progress as they relate to the attainment of Oklahoma and School-established academic standards;
- (c) description of the planned course of ESL instruction for children in Grades 6 through 12, that is based on sound educational and second language acquisition theory. The planned course and related programs and services may, but are not required to, include bilingual instruction;

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- (d) a plan for the acquisition and training of appropriate Oklahoma certified staff to provide the ESL assessments and program;
- (e) a description of accommodations available for English Language Learners (ELL) in the regular education setting;
- (f) a description of instructional resources comparable to resources provided in other core academic subjects;
- (g) a statement that students shall have access to and should be encouraged to participate in all academic and extracurricular activities available in the school;
- (h) a description of OYACS grading and graduation policies;
- (i) a list of resources including support agencies and interpreters, and
- (j) a requirement of communication with parents about assessment, academic achievement and other related education issues in the language understood by the parent whenever possible.

Oklahoma Youth Academy Charter School  
Board of Juvenile Affairs

As of December 11, 2014 the Board of Juvenile Affairs consists of the following duly appointed members:

Dr. Donnie L. Nero

Dr. Steve Grissom

Kristin Jarman

W. Mark Hixson

Michael Willis

Richard R. Rice

Scott Williams

In the event of future vacancies, appointments to the Board of Juvenile Affairs will be made in accordance with 10A O.S. § 2-7-101.

## Oklahoma Youth Academy Charter School

### Policies and Procedures Governing Student Admission

#### Placement Plan

The Placement Unit is designated by the Office of Juvenile Affairs to authorize and coordinate placements above the foster care level for all adjudicated juveniles and youthful offenders in **custody** of the Office of Juvenile Affairs. All commitments, recommitments, parole revocations and administrative transfers of custody youth must be processed through the Placement Unit. The Placement Unit shall make all placements in accordance with 10A O.S., §§ 2-5-212, 2-7-502, and 2-7-503 and Office of Juvenile Affairs Rules 377:10-3-1 through 10-3-6.

#### Placement Process

When a juvenile is committed to the **custody** of the Office of Juvenile Affairs, OJA shall conduct a review and assessment of the juvenile to determine the type of placement consistent with:

- (1) the juvenile's treatment needs in the closest location to the juvenile's home, and
- (2) if the juvenile is adjudicated delinquent, the protection of the public [10A O.S. § 2-2-803].

OJA shall make a recommendation to remove a juvenile from home after reasonable efforts to allow the parents to fulfill their roles have failed. In making a decision regarding moving a juvenile from the home, OJA shall consider the best interests of the juvenile, as well as, the protection of the public.

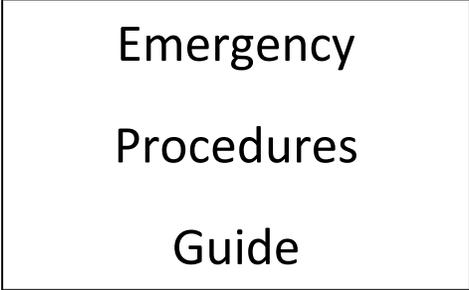
From intake to placement, OJA shall collect information relating to the Uniform Child Custody Jurisdiction Act (UCCJA) (43 O.S. § 551-101 *et seq.*) or the Indian Child Welfare Act (ICWA) (10 O.S. § 40.1 *et seq.*) is applicable. Placements of OJA-custody juveniles shall be made in accordance with UCCJA and ICWA when appropriate.

All placements require authorization by the Placement Unit except changes of placement to:

- (1) independent living (requires authorization by district supervisor),
- (2) own home,
- (3) relative's home, and
- (4) foster care.

## OKLAHOMA YOUTH ACADEMY CHARTER SCHOOL

### Standard Response Protocols



#### **LOCKOUT!**

*When there is a threat or hazard outside of the building.*

**Students:**

Return to inside of building.

Do business as usual.

**Teachers:** Recover students and faculty from outside building. Increase awareness. Do business as usual. Take roll and account for students

#### **LOCKDOWN!**

*When there is a threat or hazard inside the school building.*

**Students:**

Move away from sight. Maintain silence.

**Teachers:**

Close your locked classroom door. Lights out. Move away from sight. Maintain silence. Wait for First Responders to open door. Take roll and account for students.

#### **EVACUATE!**

*To move students and faculty from one location to another.*

**Students:**

Leave stuff behind. Form a single file or double line. Be prepared for alternatives.

**Teachers:**

Take emergency backpack with class list(s). Lead students to evacuation location. Take roll and account for students.

#### **SHELTER!**

*Hazmat, Tornado, Bomb.*

**Methods:**

Seal the Room. Drop, Cover & Hold. In Silence

**Students:**

Use Appropriate Method.

**Teachers:** Take roll and account for students.

## **Emergency Phone Numbers**

**Emergency: 911**

**Office of Juvenile Affairs:  
(405) 530-2800**

**DHS: 800-522-3511**

**Abuse Hotline: 800-522-3211**

**24-hour Suicide Helpline:  
800-784-2433**

**Oklahoma Poison Center:  
405-271-5454**

**Oklahoma County Sheriff:  
(405) 713-1000**

**Safety & Security: 405-587-SAFE**

## **VIOLENCE ENDANGERMENT**

### **Action Steps**

#### **Student Out of Control/Aggressive Behavior**

1. Ask for support from facility staff.
2. Move other students away from disruptive student.
3. Alert office.
4. Talk to student in a calm manner.
5. Do not attempt to restrain student, unless you have had specific training.

#### **Weapon in Classroom**

1. Alert Facility staff.
2. Alert Office.
3. Office will call 911.
4. Take measures to protect students as necessary.
5. Do not struggle to get the weapon.
6. Document event in writing.

#### **Unknown, Angry, or Potentially Violent Visitor**

1. All faculty should be aware of anyone who is not part of the school community.
2. Faculty should be asked unidentified or suspicious visitors to return to office.
3. Call office for clarification or assistance with unknown visitor.
4. Principal will determine if emergency procedures are required.
5. Principal will call 911 if deemed necessary.
6. Document event in writing.

## **HAZMAT/CHEMICAL AGENT**

### **Action Steps**

## **Hazmat/Chemical Agent**

1. Call 911.
2. Initiate emergency procedures.
3. Teachers will remain with students until given specific instructions or until the situation is resolved.
4. Certain situations will require lockdown, while others may call for immediate evacuation.

### **Principal**

1. Assign personnel to shut off HVAC and exhaust fans throughout the building.
2. Assign personnel to make sure all doors and windows in the building are closed.
3. Announce limited lockdown procedures.
4. Clear all students from hallways.
5. At direction of emergency authorities, evacuate parts or all of the building.
6. Coordinate relocation of evacuated students.

### **Office Faculty**

1. Call 911.
2. Have emergency student list ready for law enforcement and emergency responders.
3. Do not worry about answering phones until situation is resolved.

### **Teachers**

1. Upon alert from the Principal, initiate limited lockdown procedures.
2. Take roll. List all students in your room, including those not on your roll. List all students who are absent.
3. Do not leave classroom until released or evacuated by an administrator or emergency authorities.
4. Continue with lessons, activities, or normal instructional procedures in order to keep students calm.

## **FIRE/EXPLOSION**

### **Action Steps**

1. Report fire to officials. Pull alarm. Use intercom or phone if available.
2. Close all doors and windows to contain the fire.
3. Turn off lights.
4. In case of blocked exits, find closest exit.
5. Evacuate building to predetermined location.
6. Once school is evacuated, determine whether it is necessary to move students to relocation site.
7. Building administrators and facility staff shall check restrooms, hallways and unoccupied rooms.
8. Teachers shall ensure total evacuation of classroom.

### **Principal**

1. Supervise evacuation and check for injuries.
2. Assign roles to auxiliary faculty as needed.

### **Office Faculty**

1. Call 911.
2. Notify surrounding facilities.

### **Teachers**

1. Evacuate and remain with students.
2. Take roll with up- to- date list.

## **Hostage/Shooting/Gunfire**

### **Action Steps**

1. Call 911.
2. Faculty should remain with students until the situation is resolved.
3. Immediately move students in unaffected area of the school to relocation site if possible.

### **Principal**

1. Remain on site.
2. Ascertain location of the situation.
3. At law enforcement's direction, evacuate parts of the building not involved with the situation.
4. Coordinate relocation of evacuated students.

### **Office Faculty**

1. Call 911.
2. Remain on site and move to safe location with telephone.
3. **Have emergency student list and building floor plans available for law enforcement.**
4. Do not worry about answering phones until the situation is resolved.

### **Teachers**

1. Notify the office of the situation.
2. Lock classroom door. Turn off lights. Move students to the least visible corner of the room away from exterior and hallway doors.
3. Take roll. List all students in your room, including those not on your roll. List all students who are absent.
4. Do not leave room until evacuated by an administrator or law enforcement.

## **Tornado/Severe Weather**

### **Definitions:**

**Watch:** Conditions are favorable for severe weather or tornado.

**Warning:** Tornado may be imminent. Take shelter immediately. Monitor.

### **Action Steps**

1. A pre-determined signal should be sounded.
2. Students proceed to pre-determined area of classroom, hallway, restroom, or other safe area. Assume a kneeling position, heads down, with hands covering head.
3. Persons in unsafe area need to seek cover in nearest sheltered area.
4. Teachers should close classroom doors. All blinds need to be closed on all exterior windows.
5. Teachers should keep their class roster with them and kneel behind students to verify that all students are following safety procedures and to verify student count.
6. Office faculty needs to keep a battery powered radio and/or TV within hearing distance if possible.

### **Principal:**

1. Supervise the student body and maintain contact with all faculty.
2. If there is damage to the school structure, initiate relocation of students if necessary.

### **Office Faculty:**

1. Check restrooms and other unused rooms.
2. Assist with evacuation as needed.

### **Teacher:**

1. Initiate emergency classroom procedures and supervise class.

## **Bomb Threat**

### **Action Steps**

1. Consider and treat all threats as real.
2. If phone threat is made, obtain as many details as possible.
3. Gather as much information from the caller as possible.
4. Call 911.
5. Evacuate the building to the relocation site, unless details of the threat dictate otherwise.
6. Do not allow search of the building by anyone other than trained professionals.
7. Radio traffic should be kept at a minimum.

### **Principal**

1. Assess the threat in cooperation with emergency personnel.
2. Determine the need for evacuation and notify faculty accordingly.
3. Gather information from staff regarding anything suspicious.

### **4. Have building floor plans ready for emergency personnel.**

### **Office Faculty**

1. Call 911.
2. Take emergency student list to relocation site when building is evacuated.

### **Teachers**

1. Upon notification from administrative staff or emergency personnel, evacuate the building using fire drill procedures and remain with class.
2. Take roll.
3. Keep your class together after the evacuation.

## Contract for Charter School Sponsorship

This Contract executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_(the "Effective Date") by the Oklahoma State Board of Education (the "Sponsor"), and the Board of Juvenile Affairs ("OJA"), the governing authority of the Oklahoma Youth Academy Charter School (the "Charter School") shall set forth the terms and conditions of sponsorship of the Charter School in accordance with the requirements of the Oklahoma Charter Schools Act and shall constitute the Charter of the Oklahoma Youth Academy Charter School.

### 1. Recitals

- 1.1. WHEREAS the Oklahoma State Legislature has enacted the Oklahoma Charter Schools Act set forth at 70 O.S. § 3-130 et seq.; and
- 1.2. WHEREAS the provisions of the Oklahoma Charter Schools Act apply to all charter schools formed and operated under the provisions of the Act; and
- 1.3. WHEREAS the State Board of Education, a state board established by authority of 70 O.S. § 3-104 has the authority under 70 O.S. § 3-132 to authorize and sponsor a charter school when the applicant is the Office of Juvenile Affairs or the applicant has a contract with the Office of Juvenile Affairs to provide a fixed rate level E, D, or D+ group home service and the charter school is for the purpose of providing education services to youth in the custody or supervision of the state in this state; and
- 1.4. WHEREAS the Board of Juvenile Affairs of the Office of Juvenile Affairs, a state agency, is the governing authority of Oklahoma Youth Academy Charter School, pursuant to 10A O.S. §2-7-616 with its principal place of business located at 3812 N. Santa Fe, Suite 400, Oklahoma City in Oklahoma County, Oklahoma; and
- 1.5. WHEREAS the Charter School submitted an application for sponsorship to the Board on September 4, 2014; and
- 1.6. WHEREAS the Charter School's application for sponsorship was timely approved at a special meeting of the Board on November 19, 2014 in accordance with the requirements of 70 O.S. § 3-134;
- 1.7. NOW THEREFORE in consideration of the foregoing recitals, the Parties enter into this Contract pursuant to the terms and conditions set forth herein. .

### 2. Definitions. For purposes of this Contract, each of the following words and terms shall have the following meaning:

- 2.1. "**Applicable law**" means all federal and state statutes and accompanying regulations applicable to charter schools organized under the Oklahoma Charter Schools Act.
- 2.2. "**Average daily attendance (ADA)**" and "**Average daily membership (ADM)**" shall have the meanings set forth at 70 O.S. § 18-107.
- 2.3. "**Board**" means the State Board of Education.
- 2.4. "**Contract**" or "**charter**" means this contract executed between the Board and the governing authority of the Charter School.
- 2.5. "**Extracurricular activity**" means any student activity, club, organization, meeting or event offered or organized by the Charter School that is attended by students and unrelated to the Charter School's curriculum-based program of instruction set forth in Section 4 of this Contract.
- 2.6. "**Financial records**" means all documents in paper or electronic form relating to funds of the Charter School including, but not limited to, all public funds disbursed to the Charter School pursuant to state or federal law.
- 2.7. "**OSDE**" or "**Department**" means the Oklahoma State Department of Education.
- 2.8. "**Public Funds**" means any funding provided to the OJA from the State Board of Education through the Oklahoma State Department of Education, including but not

limited to federal funding and state appropriations for financial support of common schools. "Public funds" shall not include funding that is appropriated to or received by the Office of Juvenile Affairs from other sources.

- 2.9. **"Secure Facility"** means a facility, maintained by the state exclusively for the care, education, training, treatment, and rehabilitation of delinquent juveniles or youthful offenders which relies on locked rooms and buildings, and fences for physical restraint in order to control behavior of its residents, or as defined in 10A O.S. § 2-1-103.

### 3. General Provisions

- 3.1. **Authority.** Upon the Effective Date of this Contract, the Board of Juvenile Affairs (OJA) is hereby authorized by the Sponsor to operate a charter school in accordance with the terms and conditions set forth in this Contract and the Oklahoma Charter School Act at 70 O.S. § 3-130 et seq. and all accompanying statutes and regulations applicable to charter schools. Any act by the Charter School or its governing board that is inconsistent with the terms of this Contract or the Oklahoma Charter School Act is hereby deemed a material violation of this Contract and shall constitute good cause for termination of this Contract and revocation of the Charter.
- 3.2. **Term of the Contract.** This term of the Contract and date of expiration of the Charter shall be three (3) years from the Effective Date of this Contract.
- 3.3. **Operation.** The Board of Juvenile Affairs (OJA) agrees that it will begin operations on or before the 1st day of July, 2015 at the two secure facility sites identified in the Board of Juvenile Affairs' (OJA) Application.
- 3.4. **Transition Report.** Within forty-five (45) days of the first day of operation pursuant to Section 3.3 of this Contract, the Board of Juvenile Affairs (OJA) will report to the Sponsor in open meeting, detailing the actions taken during the transition to establish the Charter School to minimize disruption to the student learning process. The report shall include, but not be limited to:
- 3.4.1. Beginning of the year enrollment numbers, aggregated by grade level;
  - 3.4.2. Information relating to the related services provided to students by the Charter School, including occupational therapy, physical therapy, and speech therapy;
  - 3.4.3. Evidence of the development of a graduation plan for each student enrolled in secondary/high school grade levels;
  - 3.4.4. Aggregate data, by school site, relating to the teachers employed by the Board of Juvenile Affairs (OJA), including certification status and previous employment;
  - 3.4.5. Aggregate data, by school site, relating to teachers who applied for positions in the Charter School, but were denied employment to include the status of each incumbent teacher, aide, administrator and administrative support person at each site.
- 3.5. **Quarterly Report.** Four times per calendar year, the Board of Juvenile Affairs (OJA) will report to the Sponsor, in open meeting, on the operations of the Charter School. The report shall include, but not be limited to:
- 3.5.1. Updates on student performance, progression, and growth;
  - 3.5.2. Information related to the governance of the school;
  - 3.5.3. Information related to the enrollment/numbers of students who have been placed at the Charter School sites; and
  - 3.5.4. Accomplishment of the goals identified in the Board of Juvenile Affairs' (OJA) Application and provisions of this Contract.

#### 4. The Charter School Program of Instruction

**4.1. Description of program of instruction.** The Charter School is authorized to implement the program of instruction, curriculum, and other services described herein as "Attachment 1." The Charter School shall limit its programs of instruction and curriculum to the following:

**4.1.1. Grade levels.** The Charter School will provide a comprehensive program of instruction for grades 6 through 12.

**4.1.2. Summary of student services to be provided.** Other services that will be provided to Charter School students in accordance with the description of the program and curriculum set forth above and in the Charter School's application are summarized as follows: Concurrent enrollment, career and technology instruction, credit recovery programs. GED programs and opportunities will only be offered to students who, at the time of graduation, have not met graduation requirements set forth in 70 O.S. § 11-103.6.

**4.1.3. Instructional Hours.** The Sponsor and the Board of Juvenile Affairs agree that the Charter School will adopt an alternative hourly/day schedule to meet the requirements of 70 O.S. § 1-109, so that the Charter School may provide daily, as necessary and required by law, supplemental educational services, therapy, and any other services required by statute or regulation.

**4.2. Graduation requirements.** The Board of Juvenile Affairs (OJA) will comply with the graduation requirements set forth in 70 O.S. § 11-103.6.

**4.3. Textbooks and curriculum materials.** The Board of Juvenile Affairs (OJA) shall provide all enrolled students with sufficient textbooks, workbooks, curriculum materials, equipment and/or technological aids necessary to ensure delivery of the Charter School's program of instruction during every school year of operation during the term of this Contract. A description of the curriculum equipment and materials that will, at a minimum, be provided to each student during every school year of operation is attached hereto as "Attachment 2."

**4.3.1. Equipment and technology necessary to provide special education and related services to students with disabilities.** In addition to the materials provided to students in accordance with the provisions of Section 4, the Board of Juvenile Affairs (OJA) shall provide any additional equipment and/or technological aids to students with disabilities as necessary to ensure equal access to the Board of Juvenile Affairs' (OJA) program of instruction in accordance with the student's IEP or Section 504 plan.

**4.4. Intramural Extracurricular activities.** Nothing in this Contract shall obligate the Sponsor or the OSDE to provide funding of extracurricular activities to the Board of Juvenile Affairs (OJA) unless explicitly required by statute or regulation. The Board of Juvenile Affairs (OJA) agrees that only students committed to the custody of OJA will participate in any intramural extracurricular activities conducted pursuant to this paragraph.

#### 5. Charter School Operations

**5.1. Transportation.** The Board of Juvenile Affairs (OJA) acknowledges that as a secure facility charter school, daily transportation of students to and from a school site is not required and that compensation for daily haul will not be provided by the Sponsor. However, the Board of Juvenile Affairs (OJA) may provide transportation to students as necessary for limited circumstances (e.g., transportation of students to secure testing sites, transportation to Career Technology Centers), provided that the Board of Juvenile Affairs

(OJA) shall not be eligible to receive transportation supplement funds set forth in the state aid formula set forth at 70 O.S. § 18-200.1.

**5.2. Facilities.** The Board of Juvenile Affairs (OJA) acknowledges that the Sponsor is under no obligation to provide facilities, furniture, or other equipment to the Charter School unless and until the parties enter into an express agreement to do so. The Sponsor and the Board of Juvenile Affairs (OJA) are public bodies, established pursuant to 70 O.S. § 3-104 and 10A O.S. § 2-7-101, respectively. Both parties agree that real and/or personal property leased and/or purchased shall be acquired in accordance with applicable state law and Office of Management Enterprise Services (OMES) regulations.

**6. Charter School Management and Administration.** The Chief Administrative Officer of the Charter School shall be determined by the Executive Director of the Office of Juvenile Affairs pursuant to 10A O.S. §2-7-616 and shall hold the job title of Superintendent/Principal or Education Director. The duties of the Chief Administrative Officer shall include management and administration of the Charter School as described herein as "Attachment 3."

**7. Funding, fiscal management, and financial reporting.** In accordance with the provisions of 70 O.S. § 3-136(A)(6), the Charter School shall comply with the same state and federal statutes and regulations relating to reporting requirements, financial audits, audit procedures, and audit requirements applicable to Oklahoma public school districts unless otherwise expressly exempted by statute or regulation. In addition, the Board of Juvenile Affairs (OJA) agrees to meet any additional requirements set forth herein deemed necessary by the Sponsor to ensure proper oversight and management of the Charter School's use of public funds. Such compliance requirements include, but are not limited to the following provisions:

**7.1. Fiscal year.** The Board of Juvenile Affairs (OJA) shall operate the Charter School on a fiscal year basis. The Charter School's fiscal year shall begin July 1 and end on June 30 of the following calendar year.

**7.2. Indebtedness.** The Charter School shall abide by the "pay as you go" fiscal year restrictions applicable to school districts and other political subdivisions set forth under Art. 10 § 26 of the Oklahoma Constitution.

**7.3. No Authority to Bind Sponsor to Third Parties Agreements.** The terms of this Contract shall not be construed as either express or implied authority of the Board of Juvenile Affairs (OJA) to extend the faith and credit of the Sponsor or contractually bind the Sponsor to any third person or entity. The Board of Juvenile Affairs (OJA) agrees and acknowledges that the Sponsor's financial obligations to Charter School are limited to the distribution of public funds, as authorized by law.

**7.4. Assets of the Charter School.** The Board of Juvenile Affairs (OJA) shall not apply, hold, credit or extend credit, transfer, or otherwise make use of funds, assets, or resources of the Charter School obtained through the use of public funds for any purpose other than operation of the Charter School in accordance with the provisions of this Contract.

**7.4.1. Transfer or sale of real property.** No real property obtained by the Charter School with public funds shall be sold, alienated, transferred or otherwise disposed without prior written consent of the Sponsor.

**7.5. Prohibition against encumbrance.** The Board of Juvenile Affairs (OJA) shall not alienate, pledge, or otherwise encumber this Charter, public funds, or assets of the Charter School procured with public funds for the benefit of any individual or entity, including creditors.

**7.6. Calculation of state aid.** State aid funding shall be calculated and disbursed in accordance with the provisions of the Oklahoma Charter Schools Act, accompanying

statutes and regulations of the Board and the OSDE/State Board of Education, and the terms of this Contract. Calculation of state aid shall be determined by the State Department of Education in accordance with the provisions of the Oklahoma Charter Schools Act at 70 O.S. § 3-142 and accompanying State Department of Education regulations and state statutes pertaining to calculation of weighted average daily membership, average daily attendance and other applicable student counts. The Board of Juvenile Affairs (OJA) agrees that it shall maintain accurate and up-to-date records of student attendance, enrollment, student grade level, and pupil categories to the OSDE and immediately report such changes as necessary to ensure accurate calculation of state aid and weighted average daily membership in accordance with the requirements and deadlines set forth by 70 O.S. § 18-200.1 and accompanying regulations.

- 7.7. Disbursement of state aid.** The Sponsor agrees to disburse the state aid allocation and any other state-appropriated revenue generated by enrolled students of the Charter School to the Board of Juvenile Affairs (OJA), less five percent (5%) of the total state aid allocation as a fee for administrative services rendered by the Sponsor, within ten (10) business days of the date of receipt of the funds from the State Department of Education. The Board of Juvenile Affairs (OJA) agrees that in the event the Charter School fails to comply with the provisions of state or federal statutes or regulations, the Sponsor may withhold public funds until compliance is achieved.
- 7.8. Use of public funds by the Charter School.** The Charter School agrees that any federal, state or local funds disbursed to the Board of Juvenile Affairs (OJA) for operation of the Charter School shall be used solely and exclusively for the operation of the Charter School.
- 7.9. Commingling of funds prohibited.** The Charter School shall not commingle public funds disbursed to the Board of Juvenile Affairs (OJA) for operation of the Charter School with the funds of any other person or entity. OJA shall maintain separate and distinct accounting, auditing, budgeting, reporting, and recordkeeping systems for the management and operation of the Charter School.
- 7.10. Private Donations.** Subject to limitations set forth by conflicts of interest statutes and regulations applicable to the Charter School and its governing body, the Charter School may accept private donations, provided, however, that private donations shall in no way be used either directly or indirectly to affect enrollment decisions or otherwise subvert the Charter School's policies and procedures pertaining to admission and placement set forth in this Contract.
- 7.11. Reporting.** The Board of Juvenile Affairs (OJA) shall use the Oklahoma Cost Accounting System method to report financial transactions to the Sponsor and the OSDE, and shall fully comply with all provisions of State law regarding reporting school expenditures.

  - 7.11.1. Quarterly financial statement provided to Sponsor.** In addition to the reporting requirements set forth by State statutes and accompanying regulations of the OSDE and/or the Board, the Board of Juvenile Affairs (OJA) shall provide the Sponsor with a quarterly financial statement that includes an itemized report of all income and expenses of the Charter School. The financial statement shall include a verification signed by the Charter School's Treasurer is substantially the following form:

" I hereby certify under penalty of perjury under the laws of the State of Oklahoma and the United States of America that the foregoing is true and correct to the best of my knowledge as of this \_\_\_ day of [Month], [Year]."

The OJA Director of Finance shall serve as the Charter School's treasure for purposes of meeting statutory requirements.

**7.12. Annual audit.** The Board of Juvenile Affairs (OJA) shall ensure that an annual audit is conducted of the financial operations of the Charter School in accordance with the requirements of the Oklahoma Public School Audit law at 70 O.S. § 22-103 and accompanying regulations. Any expense of the audit shall be borne by the OJA. The Sponsor may require the Charter School to present the audit at a regular or special meeting of the Board.

**7.13. Recordkeeping.** The Board of Juvenile Affairs (OJA) shall maintain all financial records necessary to demonstrate compliance with the provisions of this Contract and to conduct the annual financial audits required by the Oklahoma Public School Audit Law. All records pertaining to finances and accounting of Charter School funds shall be maintained in accordance with the provisions of the Records Management Act, at 67 O.S. § 201, *et seq.*, and for at least seven (7) years from the ending date of the latest fiscal year(s) to which the record relates. The Board of Juvenile Affairs (OJA) shall maintain and retain student educational records in accordance with the Family Educational Rights and Privacy Act (FERPA).

**8. Compliance with the Oklahoma Charter Schools Act.** The Board of Juvenile Affairs (OJA) shall ensure the Charter Schools' compliance with all of the following provisions:

**8.1. General.** The Charter School agrees to comply with all federal, state and local statutes and regulations relating to health, safety, civil rights and insurance.

**8.2. Prohibition of religious affiliation.** The Charter School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.

**8.3. Accountability and assessment.** The Charter School shall comply with all federal and state statutes and regulations pertaining to accountability and assessment of its students, including, but not limited to the following provisions:

**8.3.1.** The Charter School shall participate in all state testing required by the Oklahoma School Testing Program Act and accompanying OSDE regulations, including, but not limited to testing required by the Reading Sufficiency Act at 70 O.S. § 1210.508C. The Charter School shall ensure that the number and/or percentages of students assessed meet the requirements of state and federal law and accompanying regulations.

**8.3.2.** The Charter School shall comply with all requirements for timely reporting student test results to which Oklahoma public school districts are bound, including, but not limited to, the provisions of 70 O.S. § 1210.545;

**8.3.3.** The Charter School shall timely provide all necessary accountability and assessment data to the OSDE Office of Accountability and Assessment as requested and in accordance with the deadlines established by the OSDE.

**8.4. Student Performance Benchmarks.** The Charter School agrees to meet or exceed the following student performance benchmarks:

**8.4.1.** The Charter School shall ensure that at least fifty-one percent (51%) of all enrolled students test at least "Proficient" or above in mathematics on criterion-referenced tests administered pursuant to the Oklahoma School Testing Program Act.

**8.4.2.** The Charter School shall ensure that at least fifty-one percent (51%) of all enrolled students test at least "Proficient" or above in reading and English/Language Arts on criterion-referenced tests administered pursuant to the Oklahoma School Testing Program Act.

- 8.4.3.** In the event that more than twenty-five percent (25%) of all enrolled students score at "Unsatisfactory" in mathematics, the Charter School shall ensure that at least fifty percent (50%) of all students who scored "Unsatisfactory" shall increase their scores by at least one proficiency level (i.e., scoring from "Unsatisfactory" to "Limited Knowledge" or above) in mathematics during the next consecutive school year.
- 8.4.4.** In the event that more than twenty-five percent (25%) of all enrolled students score at "Unsatisfactory" in reading, the Charter School shall ensure that at least fifty percent (50%) of all students who scored "Unsatisfactory" shall increase their scores by at least one proficiency level (i.e., scoring from "Unsatisfactory" to "Limited Knowledge" or above) in reading during the next consecutive school year.
- 8.5. Plan of improvement.** In the event that the Charter School fails to meet the student performance benchmarks set forth in section 8.4 of this Contract during any school year during the term of this Contract, the Board of Juvenile Affairs (OJA) shall submit to the Sponsor for approval a plan of improvement to be implemented during the following school year. Upon approval by the Sponsor, the plan of improvement shall be incorporated into the terms of this Contract, and the Charter School shall implement the plan of improvement for any school years remaining during the terms of the Contract, provided that approval of a plan of improvement shall not be construed as a waiver of any rights of the parties to terminate or non-renew the Contract. Failure by the Charter School to meet the student performance benchmarks for two consecutive years shall constitute good cause for termination or non-renewal of the Contract.
- 8.5.1.** The Sponsor may take into consideration annual aggregate student performance growth, by grade level in the mathematics criterion referenced-test administered pursuant to the Oklahoma School Testing Program Act. The measure of growth shall be compared from year one to year two, and in subsequent years if applicable.
- 8.5.2.** The Sponsor may take into consideration annual aggregate student performance growth, by grade level in the English/Language-Arts criterion referenced-test administered pursuant to the Oklahoma School Testing Program Act. The measure of growth shall be compared from year one to year two, and in subsequent years if applicable.
- 8.5.3.** The Sponsor may take into consideration growth demonstrated by students committed to the custody of the Board of Juvenile Affairs (OJA) on benchmark assessments administered to the student upon admittance/placement and withdrawal from the Charter School for purposes of maintaining accreditation from the American Correctional Association (ACA) and Title 10A. This paragraph may apply only if the benchmark used to assess students is an assessment approved by the Sponsor pursuant to 70 O.S. § 1210.508C.
- 8.5.4.** The requirements of Sections 8.4 and 8.5 of this Contract shall not serve as a substitute for or exempt the Charter School from statewide accountability systems or school improvement measures applicable to all public schools in the State.
- 8.6. Students with disabilities.** The Board of Juvenile Affairs (OJA) shall comply with all federal and state laws and regulations relating to the education of children with disabilities in the same manner as an Oklahoma public school district (local education agency (LEA)), including, but not limited to the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. § 1400 et seq. and accompanying federal and state regulations; Section 504 of the Rehabilitation Act of 1973 at 29 U.S.C. § 703 et seq. ("Section 504) and accompanying federal and state regulations; Title II of the Americans with Disabilities Act (the "ADA") at

42 U.S.C. § 12101 et seq. and accompanying federal and state regulations; and Policies and Procedures of the State Department of Education for Special Education in Oklahoma governing the education of children with disabilities. The Charter School agrees that its plan of compliance shall include implementation of the policies and procedures attached hereto as "Attachment 4."

**8.6.1.** The requirements of the paragraph shall include the provision of supplemental services to students with disabilities, pursuant to state and federal law.

**8.7. Students with Limited English Proficiency/English Language Learners.** The Charter School shall comply with all federal and state laws pertaining to education of students identified as Limited English Proficient and/or English Language Learners, including, but not limited to, ensuring equal access the Charter School's program of instruction and related educational services in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and amendments of 1974 at 42 U.S.C. § 2000d et seq. and accompanying federal and state regulations. The Charter School agrees that its plan of compliance shall include implementation of the policies and procedures attached hereto as "Attachment 5."

**8.8. Governing body.** The Board of Juvenile Affairs (OJA) shall be responsible for the policies and oversight of the Charter School as required by 10A O.S. § 2-7-616. At the inception of the Contract, the governing body of the charter school shall consist of the OJA Board Members listed in the document attached hereto as "Attachment 6."

**8.8.1. Notification to Sponsor of changes in governing body.** The Charter School shall notify the Sponsor of any changes in membership of the governing body within five (5) business days of the date of election or appointment.

**8.8.2. Conflicts of interest.** The governing body of the Charter School shall be subject to the same conflicts of interest requirements as members of local public school district school boards in the State of Oklahoma, including but not limited to the provisions of 70 O.S. § 5-113 and 70 O.S. § 5-124.

**8.8.3. Federal and state laws pertaining to confidentiality of student records.** The Charter School shall comply with all provisions of federal and state laws pertaining to parent/legal guardian access to student records and privacy of student records and student data, including, but not limited to, compliance with all provisions of the Family Education Rights and Privacy Act of 1974 (FERPA) and Part B of the Individuals with Disabilities Education Act (IDEA).

**8.9. Student attendance and placement.** The Charter School shall ensure that no student committed to the custody of the Office of Juvenile Affairs shall be denied admission to the Charter School on the basis of race, color, national origin, sex, disability, age, proficiency in the English language, religious preference or lack thereof, income, aptitude or academic ability. In addition, the Charter School shall ensure student placement is conducted in accordance with the Charter School's admission policies and procedures attached hereto as "Attachment 7."

**8.9.1. Tuition and fees.** The Board of Juvenile Affairs (OJA) agrees that students and/or parents or legal guardians of students shall not be charged tuition or fees. The prohibition against charging tuition or fees applies to any attempt by the school, the governing body of the school, or employees or contractors of the school, either directly or indirectly, to recover costs of offering curriculum-based programs of instruction and related services to students.

- 8.9.2. Student placement by lottery.** In the event the Charter School is required to implement a lottery selection process due to a limitation in placement capacity, the Board of Juvenile Affairs (OJA) shall provide the Sponsor with an opportunity to have a representative present to monitor and/or observe the lottery proceedings. The Charter School Board of Juvenile Affairs (OJA) shall provide the Sponsor with notification of the date, time, and location of the lottery no later than five (5) business days prior to the date of the lottery or any accompanying meetings. If a lottery results in generation of a waiting list for placement, the Charter School shall provide the Sponsor with a copy no later than five (5) business days after the date of the lottery or any accompanying meetings.
- 8.9.3. Enrollment and placement.** The Board of Juvenile Affairs (OJA) agrees that placement in the Charter School shall be open to any student who is considered a resident of the State of Oklahoma and who is eligible by age or grade to enroll in the Charter School's program of instruction, subject to the placement plan set forth in this Contract, attached hereto as "Attachment 8."
- 8.9.4. Enrollment plan.** The Board of Juvenile Affairs (OJA) agrees to limit the number of students admitted to the Charter School to the capacity limit of the two sites/facilities approved by the Sponsor, respectively.
- 8.9.5. Course size/teacher assignments.** During each school year of operation, the Board of Juvenile Affairs (OJA) agrees to limit the number of students assigned to a teacher in each core curriculum course to a maximum of 10-12 students per teacher.
- 8.9.6. Student attendance.** The Board of Juvenile Affairs (OJA) shall establish a system of accurate logging and recording of student participation in instruction as necessary to monitor and report compliance with the compulsory student attendance provisions of Art. 13 § 4 of the Oklahoma Constitution, 70 O.S. § 10-105 and accompanying OSDE regulations.
- 8.9.6.1. Attendance officer.** The Board of Juvenile Affairs (OJA) agrees that it will designate an attendance officer as necessary to ensure the Charter School's compliance with all compulsory attendance requirements set forth under Oklahoma law and ensure accurate recording, maintenance, and reporting of student attendance as required by Oklahoma law.
- 8.9.7. State student records system.** The Board of Juvenile Affairs (OJA) agrees to participate in the state student records system (WAVE) as required by the provisions of 70 O.S. § 3-160 and accompanying OSDE regulations to ensure compliance with the tracking and reporting requirements of the Elementary and Secondary Education Act of 2001 ("ESEA").
- 8.10. School year.** The Board of Juvenile Affairs (OJA) shall provide instruction each year for at least the number of school days or hours required in 70 O.S. § 1-109 and hours set forth at 70 O.S. § 1-111(A). In the event an emergency such as severe weather interferes with delivery of the program of instruction to student's attendance, cancellation of school programs, activities, or instruction shall be conducted in accordance with the Charter School's emergency policies and procedures attached herein as "Attachment 9."
- 8.10.1. School calendar.** No later than August 1 prior to each school year, the Board of Juvenile Affairs (OJA) shall provide the Sponsor with written notification of the school calendar for the upcoming school year adopted by the Charter School governing body. The notification shall include the number of days and hours per day of instruction.

- 8.11. Student conduct and discipline.** The Board of Juvenile Affairs (OJA) shall comply with student suspension requirements set forth at 70 O.S. § 24-101.3 in accordance with the Charter School's student conduct, discipline, and due process provisions attached hereto as "Attachment 10." The Charter School's policy may not permit suspension or discipline of students without continued provision of educational and supplemental services. Further, the conduct and discipline policies adopted by the Board of Juvenile Affairs (OJA) must comply with paragraph 8.6 of this Contract.
- 8.12. Employees.** The Board of Juvenile Affairs (OJA) shall ensure that employment of the Charter School's personnel is conducted in accordance all applicable state and federal statutes and regulations pertaining to labor and employment, unemployment compensation and worker's compensation, and withholding and reporting of employee wages. In addition, the Charter School shall ensure that employment is conducted in accordance with the Charter School's personnel qualifications, policies, and procedures attached hereto as "Attachment 11." Nothing in this section shall in any way affect or be construed as imposing additional liability or additional requirements upon the Board of Juvenile Affairs (OJA).
- 8.12.1. Oklahoma Teachers Retirement System.** In accordance with 10A O.S. §2-7-616 instructional and administrative employees of the Office of Juvenile Affairs (OJA) assigned to the Charter School will participate in the Oklahoma Teachers' Retirement System. The Board of Juvenile Affairs (OJA) agrees that it will fully comply with all statutes and regulations governing OTRS.
- 8.12.2. Employment contracts.** The Executive Director of OJA, pursuant to the authority provided in 10A O.S. § 2-7-616, shall ensure that all contracts for services with teachers and school personnel shall comply with the requirements of 70 O.S. § 3-135(B). The Board of Juvenile Affairs (OJA) agrees to report school personnel to the OSDE as support personnel and certified personnel, not as "contracted services."
- 8.12.3. Required disclosures.** Upon contracting with any teacher or other personnel, the Executive Director of OJA shall, in writing, disclose employment rights of the employees in the event the Charter School closes or is not renewed. (See 10A O.S. § 2-7-616)
- 8.12.4. Instructional personnel.** The Board of Juvenile Affairs (OJA) agrees that all individuals employed to teach students enrolled in the Charter School shall possess a teaching certificate issued by the OSDE that is valid for the entire period of the contract for employment or be otherwise qualified as determined by the Executive Director of OJA. Provisions of this paragraph shall not apply to special education teachers, in accordance with the provisions of paragraph 8.6 of this Contract.
- 8.12.5. Background checks.** The Board of Juvenile Affairs (OJA) agrees that it shall comply with the provisions of state statutes and regulations pertaining to background checks of school district employees and OJA policies regarding background checks.
- 8.12.6. Flexible Benefit Allowance.** Oklahoma state law provides for the distribution of Flexible Benefit Allowance payments to public school employees pursuant to 70 O.S. § 26-105. The Board of Juvenile Affairs (OJA) and the Sponsor agree that OJA employees assigned to the Charter School will be classified as state employees and receive compensation for the cost of health benefits from the State of Oklahoma, and as such, shall not be qualified to receive the FBA from the OSDE .

**8.12.7. National Board Certification.** Oklahoma state law provides annual bonuses to qualified public school teachers employed by public school districts. Specifically, 70 O.S. § 6-204.2 provides for an annual monetary bonus to qualified public school teachers who are teaching full-time in an Oklahoma public school. The Board of Juvenile Affairs (OJA) and the Sponsor agree that certified teachers employed by OJA, who meet each statutory qualifications/restrictions, shall be eligible to receive the NBCT bonus.

**8.13. Open Meeting Act and Open Records Act.** The Charter School and its governing body shall comply with all provisions of the Oklahoma Open Meeting Act at 25 O.S. § 301 et seq. and the Open Records Act at 51 O.S. § 24A.1 et seq.

**8.14. Contracts.** The Office of Juvenile Affairs may enter contracts and sue and be sued in accordance with state law.

**8.15. Disposition of property.** Within sixty (60) calendar days of the date of expiration or termination of this Contract/Charter, or upon failure of the Board of Juvenile Affairs (OJA) to continue operations, all real and personal property obtained by the Charter School with public funds shall revert to the Sponsor, and the Board of Juvenile Affairs (OJA) shall ensure execution of any title documents necessary to ensure legal title of such property is transferred to the Sponsor, subject to approval by the Oklahoma Office of Management and Enterprise Services.

**8.16.** Upon the expiration or termination of this Charter/Contract, or upon failure of the Board of Juvenile Affairs (OJA) to continue operations, any and all remaining debt, non-payable warrants, certificates of indebtedness, and financial obligations related to the operation of the Charter School will be assumed by the Board of Juvenile Affairs (OJA).

**8.17. Amendments to charter.** All amendments to the Charter School charter shall require approval by the majority of both the Board of Juvenile Affairs (OJA) and approval of the Sponsor. The amendment shall be documented in writing and include minutes of the board meeting in which the amendment was approved.

**8.18. Compliance inspections.** The Board of Juvenile Affairs (OJA) agrees to permit inspections of the Charter School by the Sponsor and the State Department of Education as necessary to ensure compliance with the provisions of this Contract and applicable state and federal statutes and regulations.

## **9. Assumption of Liability**

**9.1. Liability.** The Board of Juvenile Affairs (OJA) and the Sponsor agree that neither party agrees to indemnify or hold harmless the other party with regard to any loss, damage, or claims arising out of this Contract or the operation of the Charter School unless expressly provided elsewhere in this Contract or as expressly stated by state or federal statutes or regulations.

**9.2. Insurance.** The Board of Juvenile Affairs (OJA) acknowledges the provision of 70 O.S. §3-136 (A)(13) that a charter school shall be considered a school district for the purposes of tort liability under the Governmental Tort Claims Act. The Sponsor acknowledges that the Board of Juvenile Affairs (OJA), as an agency of the State of Oklahoma, is a covered entity under the Oklahoma Governmental Tort Claims Act.

**9.2.1. Verification of insurance.** Prior to commencing operation of the Charter School for the fiscal years set forth in this Contract and on an annual basis thereafter, the Board of Juvenile Affairs (OJA) shall provide the Sponsor with copies of certificates of insurance proving that the Charter School maintains public liability insurance equal to or greater than the limits of liability required under the Oklahoma

Governmental Tort Claims Act set forth at 51 O.S. §§ 151 et seq. In addition, the Board of Juvenile Affairs (OJA) shall provide the Sponsor with copies of certificates of insurance and any other documentation required by the Sponsor proving that the Charter School maintains sufficient property and casualty insurance to cover the value of all property of the Charter School purchased using state, federal, and/or local funds. The Sponsor shall not disburse state aid funds to the Board of Juvenile Affairs (OJA) unless and until compliance with the requirements of this Section has been met.

## **10. Contract Modifications, Renewal, and Termination**

**10.1. Modification of Contract for Sponsorship.** The parties agree that this Contract may not be modified or amended orally. Modification and/or amendment to this Contract shall be by written instrument only that has been executed by all parties and approved and authorized by a majority of the Board and the governing body of the Charter School. Failure by the parties to agree on modified terms shall not constitute a basis for invoking rights to dispute resolution or mediation set forth under the Oklahoma Charter Schools Act.

**10.1.1. Addition of school sites.** Requests submitted by the Board of Juvenile Affairs (OJA) to add additional school sites to this Application shall be considered by the Board as an amendment to this Contract if the educational program(s) to be administered in the new site(s) is substantially similar to the identified educational program(s) identified in the approved Application and corresponding provisions of this Contract. The Board of Juvenile Affairs (OJA) shall be required to submit the request in writing to the Sponsor. The request submitted by OJA shall include the information specified in 70 O.S. § 3-134 and 70 O.S. § 3-135. The Sponsor shall consider the request within ninety days (90) of receipt, by approving or denying the request. If the request to add additional sites is not approved by the Sponsor, the Board of Juvenile Affairs (OJA) may submit the request as a new charter school application pursuant to 70 O.S. §-3-134. The denial of a request to add additional site(s) pursuant to this Subsection shall not be subject to the provisions of 70 O.S. §3-137.

**10.2. Renewal of Contract for Sponsorship.** Renewal of this Contract shall be conducted in accordance with the provisions of 70 O.S. § 3-137 and the policies and procedures set forth in the accompanying regulations of the Board in effect as of the date of receipt of the Board of Juvenile Affairs' (OJA) application for renewal by the Sponsor.

**10.3. Termination of Contract for Sponsorship.** Termination of this Contract shall be conducted in accordance with the provisions of 70 O.S. § 3-137 and the policies and procedures set forth in the accompanying regulations of the Board in effect as of the date the Sponsor's notification of its intent to terminate is received by Board of Juvenile Affairs (OJA) in accordance with the requirements of 70 O.S. § 3-137.

**10.4. Prohibition against assignment.** The Board of Juvenile Affairs (OJA) obligations under this contract may not be assigned, delegated, subcontracted, or transferred to or assumed by any other person or entity, provided that the Charter School may contract with individuals or entities for services as necessary to assist the Charter School in fulfilling its obligations under this contract.

## **11. Miscellaneous Provisions**

- 11.1. Superseding law.** In the event of any conflict between the terms of this Contract and provisions of state or federal statutes or regulations applicable to charter schools and in effect at any time during the term of this Contract, the terms of this Contract shall be deemed superseded by the conflicting statutes or regulations.
- 11.2. Entire agreement.** The parties agree this Contract, including the approved Application submitted by the Board of Juvenile Affairs (OJA), and the terms and provisions incorporated by reference contains the entire agreement between the parties. All prior representations, understandings, and discussions between the parties are merged into, superseded by, and canceled by this Contract.
- 11.2.1. Construction of contract.** This Contract has been prepared jointly by the parties and shall not be construed more or less favorably with respect to either party.
- 11.2.2. Amendments.** All amendments to this Contract shall be executed in writing and shall be valid only upon mutual written approval by the governing bodies of the Sponsor and the Charter School.
- 11.2.3. Attachments.** The parties agree that the attachments to this Contract may be amended and updated by the Board of Juvenile Affairs (OJA), as necessary for the operation of the Charter School. Upon the amendment or revision of any referenced Attachment in this Contract, OJA shall submit the amended Attachment to the Sponsor within ten (10) calendar days of OJA's governing board's adoption. The approval/adoption of any amendment to any Attachment by the governing board of the Charter School that is inconsistent with the terms of this Contract, the Oklahoma Charter School Act, or any provision of law that is not corrected by OJA upon notification by the Oklahoma State Department of Education is hereby deemed a material violation of this Contract and shall constitute good cause for termination of this Contract and revocation of the Charter.
- 11.3. Choice of law.** This Contract shall be interpreted and construed in accordance with the laws of the State of Oklahoma, without giving effect to any rule or provision governing choice of law or conflict of laws that would otherwise result in application of the laws of any jurisdiction other than the State of Oklahoma to govern the dispute.
- 11.4. Jurisdiction and Venue.** Any claims arising from the terms and provisions of this Contract shall only be brought in the District Court of Oklahoma County, Oklahoma, or the United States District Court for the Western District of Oklahoma, provided, however, that this provision shall not be interpreted as a waiver of any or all rights of sovereign immunity to which the Board or individual members of the Board, or the Board of Juvenile Affairs (OJA) or individual members of the Board of Juvenile Affairs (OJA), may be entitled to exercise.
- 11.5. Dispute Resolution.** In accordance with the provisions of 70 O.S. §§ 3-134(G) and 3-137, in the event of a dispute between the parties directly arising from Sponsor's decision to terminate or deny a request for renewal this Contract, the Board of Juvenile Affairs (OJA) may proceed to mediation as provided in the Dispute Resolution Act set forth at 12 O.S. § 1801 et seq. and accompanying procedures, rules, and regulations promulgated by the Oklahoma Supreme Court and the Administrative Director of the Courts. In the event the Charter School elects to proceed to mediation and/or binding arbitration in accordance with the provisions of this Section, the Board of Juvenile Affairs (OJA) agrees that failure to initiate a dispute resolution proceeding within thirty (30) calendar days of the date of receipt of written notification of the decision to terminate or non-renew the Contract and provide the Sponsor with written notification of same shall constitute notification to the

Sponsor of the Charter School's decision not to exercise its right to proceed to mediation in accordance with the provisions of the Oklahoma Charter School Act.

**11.6. Severability.** In the event a court of competent jurisdiction issues a judicial determination declaring any term or provision of this Contract to be void, invalid, and/or unenforceable, the remaining terms and provisions of this Contract shall remain in full force and effect.

**11.7. No waiver of breach.** The parties agree that neither express nor implied consent to any breach of any terms, warranties, or covenants of this Contract shall waive any succeeding or other breach.

**11.8. Duty to notify Sponsor of claims.** In the event the Charter School and/or its governing body sues or is named by any individual or entity as a party in a suit or administrative proceeding in any jurisdiction with regard to the operation of the Charter School, the Charter School agrees to notify the Sponsor and provide the Sponsor with a copy of the complaint, petition, or other instrument initiating the suit or proceeding within five (5) business days of the date of service upon the Charter School or its governing body. In addition, the Charter School agrees to timely provide the Sponsor with any information concerning the suit or proceeding as may be requested by the Sponsor.

**11.9. Notices.** All notices required by the provisions of this Contract shall be delivered to the address of record for the Party. The Parties shall be notified of any change in address of record of another party within five (5) business days of the date of the change in address. The address of record for the Parties shall be as follows:

**11.9.1. Notices to Charter School.** All notices to the Charter School required to be submitted by the Sponsor pursuant to the provisions of this Contract shall be delivered to: Executive Director of the Office of Juvenile Affairs, 3812 N. Santa Fe, Suite 400, Oklahoma City, OK 73118.

**11.9.2. Notices to Sponsor.** All notices to the Sponsor required to be submitted by the Charter School pursuant to the provisions of this Contract shall be delivered to the Secretary of the Oklahoma State Board of Education, 2500 North Lincoln Boulevard, Oklahoma City, Oklahoma, 73105.

**11.10. Incorporation by reference.** The Charter School's Application for Sponsorship and accompanying documents approved by the Board on November 19, 2014 are hereby incorporated by reference. In the event of a conflict between the terms and provisions of this Contract and the approved terms in the Charter School's Application for Sponsorship, the terms and conditions of this Contract shall supersede any conflicting approved terms in the Charter School's Application for Sponsorship.

## **12. Warranties and Covenants.**

**12.1.** The Board of Juvenile Affairs (OJA) warrants that it has not entered into an employment contract with any teacher or other personnel prior to execution of this Contract.

**12.2.** The Board of Juvenile Affairs (OJA) warrants that it is not affiliated with a nonpublic sectarian school or religious institution.

**12.3.** The Board of Juvenile Affairs (OJA) warrants that it is not chartered for the purpose of offering a curriculum for deaf or blind students that is the same or similar to the curriculum being provided by or for education deaf or blind students that are being served by the Oklahoma School for the Blind or the Oklahoma School for the Deaf.

**12.4.** The Board of Juvenile Affairs (OJA) warrants that the Charter School shall not be used by the governing body or any other entity as a method of generating revenue for students who are being not being educated at an organized charter school site.

- 12.5. The Board of Juvenile Affairs (OJA) warrants that it has not nor will not make any attempt to levy taxes or issue bonds.
- 12.6. The Board of Juvenile Affairs (OJA) warrants that there is no current, pending, threatened, or anticipated litigation as of the date of execution of this Contract that could reasonably be foreseen to limit or otherwise adversely impact the operations of the Charter School or the ability of the parties to discharge the duties under this Contract.
- 12.7. The individual(s) signing this Contract on behalf of the Charter School warrant and represent that they are authorized to execute this instrument on behalf of the Board of Juvenile Affairs (OJA).

IN WITNESS THEREOF, the Parties have made and entered this contract as of the Effective Date.

**Sponsor**

**Oklahoma Youth Academy Charter School**

\_\_\_\_\_  
Signature of the Chairman of the State Board of Education

\_\_\_\_\_  
Signature of the Chairman of the Board of Juvenile Affairs

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

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

\_\_\_\_\_  
Title

## **Index of Attachments**

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Attachment 2 .....	Section 4.3 - Description of the Charter School's curriculum equipment and materials
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