



JOY HOFMEISTER
STATE SUPERINTENDENT *of* PUBLIC INSTRUCTION
OKLAHOMA STATE DEPARTMENT *of* EDUCATION

MEMORANDUM

TO: The Honorable Members of the State Board of Education

FROM: Joy Hofmeister

DATE: January 26, 2017

SUBJECT: Charter School Contract – The Academy of Seminole

On January 26, 2017, pursuant to 70 O.S. §3-132, the Board approved the Application for Charter School (the “Application”) submitted by the Academy of Seminole (the “Academy”), thereby approving the Academy to commence operations as an Oklahoma public charter school for the 2017-2018 school year. Subsequently, on February 23, 2017, the Board and the Academy executed a charter school sponsorship contract (the “Contract”) governing the Board’s sponsorship of the Charter School. The Contract expressly incorporates the Application. In the Application, the Academy articulated its plan to enter into an agreement with a Charter Management Organization (ResponsiveEd), whereby ResponsiveEd, would manage the day-to-day operations of the the Academy.

On or near April 14, 2017, Board staff was advised that the Academy was not able to successfully reach an agreement with ResponsiveEd such that the Academy governing board would be more directly responsible for the daily operations and management of the school. As such, and because such an arrangement would necessarily require substantially more involvement by the Academy’s governing board, Board staff sent correspondence to the Academy respectfully requesting that the Parties amend the Contract, to include but not limited to incorporate an establish list of preopening requirements that must be met prior to the opening of the Academy.

Further, given the comprehensive nature of the preopening requirements document (attached hereto), and to provide adequate time for the Academy to satisfy its requirements, staff requested that the Contract also be amended to reflect that the Academy will delay its opening until the fall of 2018. Given the circumstances, and in light of the foregoing, it is recommended that the Board take action on this request.

AMENDED CHARTER SCHOOL CONTRACT

This Amended Charter School Contract (the “Amended Contract”) is executed on this ___ day of ___, ___ (the “Effective Date”), by and between, **Oklahoma State Board of Education** (the “State Board” or “SBE”) and **Academy of Seminole, Inc.**, a non-profit corporation (the “Academy Board”) to authorize the establishment and operation of a charter school known as Academy of Seminole located in Seminole County, Oklahoma (“Charter School”).

RECITALS

WHEREAS, the Oklahoma State Legislature has enacted the Oklahoma Charter School Act set forth at 70 O.S. § 3-130, et seq. (the “Act”); and

WHEREAS, the provisions of the Act apply to all charter schools formed and operated under the provisions of the Act; and

WHEREAS, the SBE, 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 upon appeal from the denial of a charter application in the county with less than a population of 500,000; and

WHEREAS, on December 23, 2016, the Academy Board submitted an appeal from the denial of its amended charter application (the “Application”) for consideration by the SBE pursuant to the Act; and

WHEREAS, on January 26, 2017, the Academy Board presented the Application to the SBE; and

WHEREAS, the Application is hereby fully incorporated into this Amended Contract.

WHEREAS, on January 26, 2017, the SBE voted to authorize the proposed Charter School, subject to parties executing a mutually agreeable charter school contract.

WHEREAS, on February 23, 2017, the Parties executed a contract (the “Contract”) governing the SBE’s sponsorship of the Charter School.

WHEREAS, pursuant to Section 20 of the Contract, the Parties desire to amend the Contract as provided herein.

NOW THEREFORE, in consideration of the foregoing recitals, the parties agree:

1. AUTHORITY TO OPERATE CHARTER SCHOOL. The SBE authorizes the Academy Board to operate the Charter School subject to the terms of this Amended Contract, the Act, and all other applicable federal, state and local laws and regulations (together with the Act, the “Applicable Law”). In the event of a conflict between the provisions of this Amended Contract and the Applicable Law and/or the Application, the Applicable Law shall control. Action materially in violation of the terms of the Amended Contract, or Applicable Law, shall constitute a material violation of this Amended Contract, and will be good cause for termination of the Amended Contract, provided that action necessary to comply with any applicable law or related state/federal regulation shall not constitute a material violation of this Amended Contract.

2. TERM OF AGREEMENT. The term of this Amended Contract remains the same as provided for in the Contract, that being is from the July 1, 2017 until June 30, 2022, unless earlier terminated as provided for by law or the terms of this Amended Contract. Provided, however, the Charter School shall not commence operations of providing instructional services to students until it has SBE approval of having satisfactorily completed the pre-opening requirements set forth in Appendix “B” of this Amended Contract.—This Amended Contract is effective and enforceable by either party upon its acceptance and approval of both parties.

3. GOVERNANCE. The Academy Board shall govern the Charter School in a manner that is consistent with the terms of this Amended Contract so long as such provisions are in accordance with Applicable Law. The Academy Board shall have authority and responsibility for the academic, financial, and organizational performance of the Charter School, the fulfillment of this Amended Contract, and approval of the Charter School’s budgets. The Academy Board shall also have authority for and be responsible for policy and operational decisions of the Charter School. Nothing herein shall prevent the Academy Board from delegating said authority and responsibility herein to officers, employees and agents of Charter School, including members of the Charter School’s governing board. However, the Academy Board shall remain ultimately responsible at all times for compliance with the terms of this Amended Contract and Applicable Law, regardless of any such assignment. The Academy Board shall govern the School pursuant to the following terms and conditions:

- a. Bylaws. The Bylaws of the Academy Board shall provide for governance of the operation of the Charter School as a public charter school and shall at all times be consistent with all applicable law and this Amended Contract. Any modification to the Bylaws must be submitted to the SBE within ten (10) business days of approval by the Academy Board.
- b. Articles of Incorporation. The Academy Board shall comply with the Articles of Incorporation of the non-profit. Any amendment to the Articles of Incorporation must be submitted to the SBE within ten (10) business days of being filed.
- c. Composition. The composition of the Academy Board shall at all times be determined by and consistent with its Articles and Bylaws and all Applicable Law and policy. A list of the Academy Board members and contact information along

with each member's disclosure form are included with the Application and incorporated herein. The Academy Board shall notify the SBE of any changes to the Academy Board Member List and Disclosures within ten (10) business days of their taking effect and provide the SBE with the amended Academy Board Member List and Disclosures. A majority of the Academy Board shall be residents of the Seminole Public Schools jurisdictional boundaries and meet no less than quarterly in a public meeting within the boundaries of the SBE. The SBE may select and appoint one (1) non-voting Member to the Academy Board.

- d. Conflicts of Interest. Subject to 70 § 3-136(A)(17) of the Act, the Academy Board acknowledges and agrees that the members shall abide by the same conflict of interest requirements as members of a local board of education.
- e. Non-Commingling. Assets, funds, liabilities and financial records of the Charter School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.

4. EDUCATIONAL PROGRAM. The comprehensive educational program to be provided by the Charter School is described in the Application. The Charter School should provide the educational programs and/or services shown in the Application and set forth below:

- a. Design Elements & Educational Philosophy. The Charter School shall implement and maintain the design elements and educational philosophy as referenced in the Application. The Charter School shall provide notice to the SBE of any material modifications to the design elements.
- b. Content Standards. The Charter School's educational program shall meet or exceed current Oklahoma Academic Standards, as set by state statutes or the Oklahoma State Department of Education.
- c. Curriculum. The Charter School shall implement the curricula described in the Application in compliance with applicable law. The Academy Board may, without seeking SBE approval, make reasonable modifications to its approved curriculum to permit the School to meet its educational goals and student achievement standards. Any modifications, either individually or cumulatively, that are of such a nature or degree as to cause the approved curriculum to cease to be in operation will require approval from the SBE and an amendment to this Amended Contract.

- d. Graduation Requirements [for high schools]. The Charter School's curriculum shall comply with 70 O.S. § 3-136(A)(3) of the Act and shall meet or exceed all applicable graduation requirements as established by the Oklahoma State Department of Education (the "SDE").
- e. Staff Qualifications. Each teacher shall possess all applicable qualifications as required by applicable state or federal law.
- f. Staff Training. The Charter School shall provide any training required by applicable state or federal law.
- g. Student Assessment. In accordance with 70 O.S. § 3-136 of the Act, the Charter School shall participate in the testing as required by the Oklahoma School Testing Program Act and the reporting of test results as is required of a traditional public school. The Charter School shall also provide any necessary data to the Oklahoma State Department of Education Office of Accountability. The Charter School shall comply with all assessment protocols and requirements as established by the State Department of Education, maintain test security, and administer the tests consistent with all relevant state requirements except where exempted.
- h. English Language Learners. The Charter School shall at all times comply with all state and federal law applicable to the education of English language learners, including but not limited to the Elementary and Secondary Education Act (ESEA), Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974 (EEOA). The Charter School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The Charter School shall employ and train teachers to provide appropriate services to English language learners. The Charter School shall establish and follow policies and procedures for identifying, assessing and exiting English language learners, consistent with Applicable Law.
- i. Students with Disabilities.
 - I. The Charter School shall provide at its sole cost identification, services and accommodations to students with disabilities as set forth in the Application and in accordance with any relevant policies thereafter adopted, and in compliance with all applicable provisions of the Individuals with Disabilities Education Act (20 U.S.C. § 1401 *et seq.*) (the "IDEA"), the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*) (the "ADA"),

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (“Section 504”), and all applicable regulations promulgated pursuant to such federal laws, as well as any applicable state laws, including the SDE’s Policies and Procedures for Special Education of Oklahoma. The Charter School’s obligations under these laws and regulation include, but are not limited to, the following:

- **Policies and Procedures Manual.** The Charter School shall develop and implement a special education policies and procedures manual consistent with applicable court and administrative opinions setting forth Charter School’s obligations under the law and this Amended Contract.
- **Notice.** The Charter School will comply with all requirements relating to notification to parents of their rights under the IDEA and with notices required to be provided to parents of children with disabilities or children suspected of having disabilities.
- **Enrollment.** The Charter School shall not refuse enrollment to a student because the student already has been or may be identified as a child with a disability under the IDEA or a child to whom Section 504 is applicable. The Charter School will not drop enrollment of a student if such identification is made subsequent to enrollment.
- **Child Find.** The Charter School shall adopt and implement policies and practices that affirmatively seek out, identify, locate and evaluate children with disabilities enrolled in the Charter School or contacting the Charter School regarding enrollment, and shall develop and implement a practical method to determine which children with disabilities are currently receiving needed special education and related services. For each eligible child, the Charter School shall develop an individualized education program (“IEP”) appropriate to the needs of that student and provide services to that student in accordance with the IEP.

Free Appropriate Public Education. The Charter School shall provide a free appropriate public education to all children with disabilities who are enrolled in the Charter School.

- **Services to Students Subject to Disciplinary Removal.** The Charter School shall comply with current IDEA regulations governing services to students subject to disciplinary removal, including regulations that

require continuation of a free appropriate public education to a child with a disability even after disciplinary removal or change of placement of the child for valid disciplinary reasons.

- **Monitoring.** The Charter School agrees that its implementation of programs required to be in compliance with laws governing the education of children with disabilities may be monitored for compliance by the United States Department of Education, Office of Special Education Programs; the United States Department of Education, Office For Civil Rights; and/or the Special Education Division of the Oklahoma State Department of Education. This monitoring activity may include responding to complaints and other investigations by the enforcing agencies, and may result in corrective actions imposed on Charter School by these agencies for any discrepancies found. The SBE shall have right to require periodic special education compliance reports from Charter School.
- **Due Process Hearings.** The Charter School's implementation of programs required to be in compliance with laws governing the education of children with disabilities may be subject to due process hearing and court supervision via litigation against the Charter School brought by individuals affected by the actions of the Charter School. The Charter School is aware that the cost to the Charter School of due process hearings and litigation can be substantial. The Charter School acknowledges and agrees that the SBE is in no way responsible for the costs of such costs, including but not limited to attorneys' fees.

II. The Charter School agrees that it is the Local Educational Agency ("LEA") as that term is defined in the above statutes and regulations and agrees that it shall be responsible for all costs associated with providing services and accommodations to the special education students enrolled in Charter School, including without limitation, all costs of litigation and/or due process hearings. The Charter School agrees to indemnify the SBE from all liabilities, including attorney fees and costs, which may be incurred by or imposed on the SBE concerning the education of any special education student enrolled in the Charter School.

4. SCHOOL PERFORMANCE STANDARDS, AUDITS AND EVALUATION.

a. School Performance Framework. The Charter School shall annually *Meet* or *Exceed Expectations* on the School Performance Framework attached as Appendix “A” (the “Performance Framework”). The Performance Framework shall include, but not be limited to, the information set forth in the Student Assessment / School Accountability section of the Application as well as any requirements of Applicable Law.

I. The School Performance Framework shall consist of an Academic, a Financial and an Organizational Performance Frameworks.

II. The SBE shall monitor and report on the Charter School’s progress in relation to the indicators, measures, metrics and targets set out in the Performance Framework. Such reporting shall take place, at a minimum, annually and be in compliance with this Amended Contract and provide the Charter School with a guidance report upon completion of the audits and evaluations.

III. The Charter School’s performance in relation to the indicators, measures, metrics and targets set forth in the Academic, Organizational and Financial Performance Frameworks will be a part of the basis upon which the SBE will decide whether to renew the Charter School’s Charter at the end of the term of this Amended Contract.

IV. The Parties intend that, where this Amended Contract references or is contingent upon state or federal accountability laws, that they be bound by any applicable modification or amendments to such laws upon the effective date of said modifications or amendments, unless the Charter School is otherwise exempt from such. The specific terms, form and requirements of the Performance Framework may be modified or amended, to the extent required to align with changes to applicable state or federal accountability requirements, as set forth in law. In the event that any such modifications or amendments are required, the SBE will use best efforts to apply expectations for school performance in a manner consistent with those set forth in the Performance Framework.

b. Annual Performance Evaluation. The Charter School shall be subject to an evaluation by the SBE of its academic, organizational, and financial performance annually and is required to provide required documentation on or before May 1st of each year, or as reasonably requested by the State Board or its designee. The academic evaluation will consist, at a minimum, of a review of student performance and progress. The

Charter School will also be evaluated based upon the school's mission and program. SBE shall comply with 70 O.S. §§ 3-135 (C) and 3-135(D) in providing the guidance document in sufficient time for the Academy Board to provide the documentation required herein.

- c. School Performance Framework. The School Performance Framework will be a part of the basis, along with the requirements of 70 O.S. § 3-137 (B), (C) & (D), upon which the SBE will decide whether to renew the Amended Contract at the end of its term. The SBE shall comply with the Act's requirements on charter renewals.
- d. Ongoing Quality Assurance. The Charter School shall be subject to quality assurance visits upon reasonable advanced notice.
- e. Accreditation. Consequences for issues related to State accreditation and/or accountability system shall be those prescribed by the State accreditation or accountability system.
- f. Charter Renewal. The SBE shall provide oversight of the Charter School through the annual performance audits and evaluations and provide the Charter School with a guidance report upon completion of the audits and evaluations.
 - I. The SBE shall develop and maintain chartering policies and practices consistent with recognized principles and standards for quality charter authorizing as established by the Oklahoma State Department of Education in all major areas of authorizing responsibility, including organizational capacity, performance contracting, ongoing charter school oversight and evaluation and charter renewal decision making and provide copies of such to the Academy Board. 70 O.S § 3-134(K).
 - II. At a minimum, prior to the beginning of the second to last year of the contract term, the SBE shall issue a school performance report and renewal application guidance to the Academy Board pursuant to 70 O.S. § 3-137(B). The performance report shall summarize the performance record to date of the Charter School, based upon the data required by the Act and this Amended Contract and taking into consideration the percentage of educationally disadvantaged students enrolled in the Charter School, and shall provide notice of any weaknesses or concerns perceived by the SBE concerning the Charter School that may jeopardize its position in seeking renewal if not timely rectified. The Academy Board shall have forty-five (45) days to respond to the performance report and submit any corrections or clarification for the report.

- a. The renewal application guidance shall, at a minimum, provide the Academy Board the opportunity to:
 - i. Present additional evidence, beyond the date contained in the performance report, supporting its case for renewal;
 - ii. Describe improvements undertaken or planned for the Charter School; and
 - iii. Detail the plan for the next charter term for the Charter School.

III. Prior to the last year of operation, the Academy Board may apply for renewal of the Amended Contract with the SBE. The Academy Board should provide such information as part of its renewal application as required by SBE policy.

V. The SBE shall give written notice of its intent to deny the request for renewal at least eight (8) months prior to the expiration of this Amended Contract and in making renewal decisions the SBE shall:

- i. Ground decisions on evidence of the performance of the Charter School over the term of the Amended Contract in accordance with the performance framework set forth in the Amended Contract and shall take into consideration the performance of educationally disadvantaged students enrolled in the Charter School;
- ii. Grant renewal to the Academy Board if it has achieved the standards, targets and performance expectations as stated in the Amended Contract and is organizationally and fiscally viable and has been faithful to the terms of the Amended Contract and applicable law;
- iii. Ensure that data used in making renewal decisions are available to the Academy Board; and
- iv. Provide a report to the Academy Board summarizing the evidence used as the basis for such decision.

5. SCHOOL OPERATIONS

- a. In General. The Charter School shall operate at all times in accordance with all federal and state laws, local ordinances, regulations and SBE policies applicable to charter schools, except where such conflicts with state law or where the Charter School is otherwise exempt.

- b. Nonsectarian Status. The Charter School shall be nonsectarian in its programs, admissions policies, employment practices and all other operations. The Charter School shall not be affiliated with a nonpublic sectarian school or religious institution.
- c. Open Meetings and Public Records. The Academy Board shall comply with the Oklahoma Open Meeting Act and the Oklahoma Open Records Act.
- d. Non-discrimination. The Charter School shall not discriminate against any student, employee or any other person on the basis of race, color, ethnicity, national origin, gender, religion, disability, sexual orientation, sexual identity, or any other ground that would be unlawful if done by any other public school. It shall take all steps necessary to ensure that discrimination does not occur, as required by law.
- e. Child Abuse Reporting and Prevention. Charter School and the Academy Board shall comply with the Oklahoma Child Abuse Reporting and Prevention Act.
- f. Administrative Records. The Academy Board will maintain all administrative records, and student academic records, required by law. The Academy Board agrees to make administrative records available to the SBE upon request.
- g. No Encumbrances. The Academy Board shall utilize a fiscal year beginning July 1 and ending on the following June 30. The Academy Board shall not violate the fiscal year debt restrictions imposed by the Article 10, Section 26 of the Oklahoma Constitution. The Academy Board will not encumber to any third party any of the Charter School's assets, nor shall the Academy Board extend credit or otherwise make use of the credit or assets of the Charter School for any purpose other than operation of the Charter School authorized by this Amended Contract.
- h. Transportation will not be provided for students, unless required by federal or state law. The Academy Board may explore options for transportation as needed for parents whose students are accepted and enrolled in the Charter School.

6. SCHOOL CALENDAR. The Charter School shall adopt a school calendar as reasonably set forth in the Application with an instructional program that meets or exceeds the compulsory school attendance requirements of state law. Further, Charter School agrees to provide classroom instruction for a an instructional day five (5) days per week, unless otherwise authorized by the SBE.

7. **ADMISSION AND ENROLLMENT**

- a. Admission and Enrollment Policy. The Academy Board shall comply with the admission and enrollment requirements set forth in 70 O.S. §§ 3-135 & 3-140. Enrollment shall be open to any student who resides within the geographical boundaries of Seminole Public Schools jurisdictional limits and is eligible by age or grade to enroll in the Charter School's educational program to the extent of any capacity limits. In doing so, the Academy Board must give preference to students attending a school site listed on the school support and improvement list as required by the Act. If capacity exists after enrolling all eligible students who reside within said boundary, then the Charter School may admit students who reside outside the Seminole School District's geographical boundaries if any required transfer application is approved for such students. If capacity is insufficient to enroll all eligible students who apply for admission at any level, grade and / or program, then the Charter School shall select students through a lottery selection process. The lottery shall use a mechanism for selecting students that will result in an equal probability that any student will be selected, and does not give the Charter School discretion to waive the selection of any student selected under the lottery. If a lottery is utilized by the Academy Board, thirty (30) days advance written notice of the date of the lottery shall be provided to the SBE. The SBE shall be entitled to have a representative present at the lottery. Sibling policy will be applied at the lottery, so that if more than one child from a family has applied for admission and one of the children is or has previously been selected by lottery, then other applicants from that family are also permitted to attend.
- b. Advertising. Prior to enrolling any student, the Academy Board shall advertise, at its expense, to the general public, through display on the Charter School's website or through other methods, relevant information about the Charter School necessary for a student or parent to determine whether an application should be made to the Charter School. At a minimum, the advertisement must provide information as to the Charter School's purpose, mission, admission policies, and method by which any student or parent can apply for admission to the Charter School. The advertisement shall explain that if capacity is insufficient to enroll all eligible students who apply, the Academy Board will select students through a lottery that does not discriminate against any student.
- c. Maximum Enrollment. The Academy Board has indicated a maximum number of students who may be enrolled in the Charter School in the Application. The Academy Board indicates that this maximum enrollment determination is consistent with facilitating the academic success of students enrolled in the Charter School and facilitating the Charter School's ability to achieve the other objectives specified in the

Amended Contract. The Academy Board may increase the number of students if it determines that such is consistent with facilitating the academic success of students enrolled in the school.

- d. In compliance with 70 O.S. § 3-140, the Academy Board will have an open application and enrollment with freedom of choice and will not limit enrollment based on ethnicity, national origin, gender, sexual orientation, sexual identity, income level, disabling condition, religion, proficiency in the English language, measures of achievement, aptitude, or athletic ability.

8. TUITION AND FEES. The Academy Board will not charge tuition or fees for public educational services.

9. SCHOOL FACILITIES.

- a. Generally. The SBE is under no obligation to provide facilities and equipment to the Charter School. All furniture and equipment purchased with state and local public funds shall be inventoried and a copy of such inventory may be requested by the SBE.
- b. Location. The primary location of the Charter School shall be consistent with the Application. The Academy Board shall notice the SBE of any change in the primary location of the Charter School.
- c. Construction/Renovation and Maintenance of Facilities. The Academy Board will be responsible for the construction/renovation and maintenance of any facilities owned or leased by it. The Academy Board will be responsible for ensuring compliance with all ADA accessibility requirements. This provision only applies to facilities not owned or controlled by SBE.

10. FUNDING OF CHARTER SCHOOL. The Charter School shall receive funding from the SBE as provided by OKLA. STAT. tit. 70, § 3-142 and applicable regulations, and any subsequent amendments thereto, less three percent (3%) of the total State Aid allocation, which shall be retained by the SBE as a fee for administrative services rendered. The SBE shall make payment to the Academy Board by the second Friday after the SBE's receipt of any funds to which the Charter School is entitled. The Charter School, as a school district, shall, in addition to the funding received from the State Aid allocation, receive other funding for which it is eligible, as well as any private funding pursuant to 70 O.S. § 142(C)&(D).

11. SCHOOL FINANCE. The Academy Board shall comply with all applicable state financial and budget laws, rules, and regulations.

- a. The Academy Board shall be subject to audits of programs and financial conditions as may be imposed by state or federal law, including but not limited to the Oklahoma Public School Audit Law, 70 O.S. §22-102, et seq. The Academy Board shall provide to the SBE a copy of the School's external audit on the same date such audit is due to the State Department of Education. If the Charter School's audit includes any deficiencies, the Academy Board shall within sixty (60) days of receipt of the audit findings provide to the SBE a Corrective Action Plan addressing each audit deficiency received outlining corrective action steps. In the event any issue for which the Charter School received a deficiency is cited in the next two (2) annual audits, the SBE reserves the right to place the Charter School on probation.

The Academy Board shall file an annual report with the Office of Accountability in accordance with 70 O.S. §3-143 containing information requested by the Office of Accountability.

- b. Upon request, the Academy Board shall provide copies of its monthly financial reports to the SBE in compliance with Oklahoma Public School Audit Law, 70 O.S. §22-102, et seq. Otherwise, such reports shall be submitted to the SBE quarterly, no later than thirty (30) days following the end of each quarter, except that all year end reports shall be submitted with the annual independent financial audit.
- c. The Academy Board shall assure that all financial records for the Charter School are: (1) maintained at the Charter School principal's administrative office, (2) posted and reconciled at least monthly; and (3) open for public inspection during reasonable business hours.
- d. The Academy Board shall establish procedures for ensuring that funds are disbursed for approved expenditures consistent with the Charter School's budget.

12. BUDGET. On or before Oct. 1st of each year, the Academy Board will submit to the SBE the Charter School's proposed budget for the upcoming fiscal year (July 1st to June 30th). This provision may be satisfied by providing a copy of the Charter School's Estimate of Needs.

13. EMPLOYMENT MATTERS.

- a. No Employee or Agency Relationship. Neither the Academy Board, its members, employees, agents, nor contractors are employees or agents of the SBE; nor are either the SBE or its employees, agents, or contractors employees or agents of the Academy Board or Charter School. None of the provisions of this Amended Contract will be

construed to create a relationship of agency, representation, joint venture, ownership, or control of employment between the Parties other than that of independent Parties contracting solely for the purpose of effectuating this Amended Contract.

- b. Retirement Plan. Pursuant to 70 O.S. § 3-136 of the Act, employees of the Charter School may participate as members of the Teachers' Retirement System of Oklahoma in accordance with applicable statutes and rules if otherwise allowed pursuant to law.
- c. Professional Development. Charter school employees shall attend and complete professional development as set forth in the Application and as may be required by Applicable Law. On a space-available basis, the Charter School's employees may participate in the SBE's professional development activities for a reasonable fee. The SBE shall notify the Charter School of professional development activities in the same manner provided to other SBE site administrators. On a space-available basis, SBE employees may participate in any Charter School professional development activities for a reasonable fee.
- d. Background Checks. The Charter School agrees to obtain and retain copies of fingerprint and background checks, including national criminal history record checks, sex offender registry checks and violent offender registry checks for all employees as may be required of school SBE under federal or state law. Further, Charter School shall comply with the requirements of Applicable Law relating to persons or businesses having contracts to perform services on school premises.
- e. Employment Contracts. The Charter School shall have a written employment contract with every employee, which shall comply with the requirements of the Act. The Charter School may not enter into an employment contract with any teacher or other personnel prior to the approval of this Amended Contract by the SBE. The Charter School's contract shall be in compliance with applicable law.

14. CHARTER SCHOOL NUTRITION SERVICES.

The Charter School will provide school nutrition services as set forth in the Application.

15. CONNECTIVITY. Charter School is responsible for connectivity of student information with the State. Charter School must purchase and implement its own Student Information System ("SIS") and software for special education programs and services to connect directly with the State. The purchased SIS and software by Charter School must meet federal or state reporting and State Department of Education requirements related to the implementation of WAVE and the legal mandate for all school SBEs in Oklahoma to be "SIF" compliant as defined in 70 O.S. § 3-160 Subsection B.

16. PROVISION OF POLICIES TO THE SBE. Upon reasonable request, the Academy Board will furnish to the SBE copies of all written policies and procedures it may adopt, including any amendments thereto, with respect to any matter relating to its management, operations, and educational program.

17. BREACH OF CONTRACT, TERMINATION, AND DISSOLUTION.

a. The grounds and procedures for breach and termination of this Amended Contract and dissolution of the Charter School shall be in compliance with the Act, and this Amended Contract does not limit or expand the rights of either party.

I. Breach of Amended Contract. In the event the SBE has reason to believe the Charter School has failed to meet or violated any provision of State or Federal law, this Amended Contract, or failed to meet the Performance Frameworks and effectiveness of the Charter School's program, the SBE will notify the Academy Board in writing of the violation and the proposed action to be taken. The Academy Board shall have thirty (30) days to respond and provide an explanation and corrective action plan. If the Academy Board's explanation and corrective action plan are inadequate to cure the violation, the SBE may in its discretion place the Charter School on probation, terminate or non-renew this Amended Contract. Any non-renewal or termination due to such failure or violation shall comply with the Act.

II. Grounds for Termination. Grounds for termination or non-renewal during the term of this Amended Contract are those set forth in and in accordance with 70 O.S. § 3-137 of the Act. "Other good cause" for termination or non-renewal shall be deemed to include a material violation of any of the terms, conditions, standards, or procedures set forth in this Amended Contract and/or Applicable Law.

III. Termination by the SBE. Any termination, revocation, or non-renewal of this Amended Contract shall be in accordance with 70 O.S. § 3-137 of the Act. In order to minimize the disruption to students, the effective date of the termination shall be no sooner than the end of the current school year, unless termination on a different date is reasonably necessary to protect the health, safety, or welfare of students or staff.

IV. Termination by the Academy Board. Should the Academy Board choose to terminate this Amended Contract before the end of the contract term, it may do so in consultation with the SBE at the close of any school year and upon written notice to the SBE given at least ninety (90) days before the end of the school year.

V. Dissolution. Upon termination or non-renewal of this Amended Contract for any reason by the SBE, upon expiration of this Amended Contract, or if the Charter School should cease operations or otherwise dissolve, the Academy Board will supervise and have authority to conduct the winding up of the business and other affairs of the Charter School; provided, however, that in doing so the SBE will not be responsible for and will not assume any liability incurred by the Charter School under this Amended Contract. The Academy Board and Charter School personnel shall cooperate fully with the winding up of the affairs of the Charter School.

VI. Disposition of School's Assets upon Termination or Dissolution. The Academy Board shall adopt a rule specifying the method to be used for disposing of real and personal property acquired by the Charter School upon the expiration or termination of the Amended Contract or upon failure of the Charter School to continue operations or when the real or personal property is no longer needed.

Any real or personal property purchased by the Charter School at any time **with public funds** shall be retained by the SBE, upon the occurrence of any of said events. However, if the Charter School continues operation in the geographical boundaries of the Sponsor under a new charter contract sponsored by another entity authorized under the Oklahoma Charter Schools Act to sponsor charter schools, then any personal property purchased with state or local funds by the Charter School may be retained by the Charter School for use in operation of the Charter School until termination of the new charter or failure of the Charter School to continue operations, at which time all such personal property shall be retained by the Sponsor. On or before January 1 of each year, the Academy Board shall provide to the Sponsor a full, detailed and complete inventory of all real and personal property that it has purchased with state or local funds.

Upon termination of this Amended Contract for any reason or if the Charter School should cease operations or otherwise dissolve, then, any assets **not purchased with state or local funds** that are owned by the Charter School, including tangible, intangible, and real property, remaining after paying the Charter School's debts and obligations and not requiring return or transfer to donors or grantors, or other disposition in accordance with state law, shall be donated to another educational institution or institutions of Charter School's choosing or remain in Charter School's possession should Charter School enter into a charter contract with another sponsor.

18. INSURANCE AND LEGAL LIABILITIES.

- a. Insurance. The Academy Board will provide insurance as set forth in the Application. Upon request, the Academy Board will provide the SBE with certificates of insurance evidencing public liability insurance equal to or greater than the limits of liability set forth in the Oklahoma Governmental Tort Claims Act, and the Charter School will maintain sufficient property and casualty insurance to cover the value of all property in the possession of the Charter School which was purchased with public funds. Upon request, the Academy Board shall provide the SBE with certificates of insurance evidencing such coverage.
- b. Risk Management. The Academy Board will keep and maintain records of all pending or threatened claims or charges. Charter School shall cooperate fully with the SBE in the defense of any claims asserted against the SBE, its Academy Board members, agents or employees arising from or related to the operation of the Charter School.
- c. No Authority to Bind. Neither Party may extend the faith and credit of the other to any third person or entity. Neither Party may contractually bind the other to any third party. Both Parties acknowledge the applicable provisions of Article X, § 26 of the Oklahoma Constitution. The SBE has no financial obligation to the Charter School beyond the current fiscal year except to pass through any funding authorized by law.
- d. Assumption of Liability. The SBE and the Charter School acknowledge and agree that neither Party has agreed to assume any liability of the other Party as a result of this Amended Contract and that neither Party has agreed to indemnify or hold the other Party harmless with regard to any loss or damage arising out of this Amended Contract or the operation of the Charter School except as expressly provided in this Amended Contract or any other written agreement executed between the Parties. The Academy Board assumes all liability imposed on it by law. The SBE and the Charter School acknowledge and agree that any and all decisions regarding the operation and management of the Charter School made by the governing board are separate from the SBE, and the Charter School is solely responsible for the liability resulting from those decisions.

19. NOTICE.

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

For the Charter School:

With copy to legal counsel:

For the SBE:

2500 North Lincoln Boulevard

Oklahoma City, OK 73105

With copy to legal counsel:

20. GENERAL.

- a. Merger. This Amended Contract contains all terms, conditions, and understandings of the Parties relating to its subject matter. All prior representations, understandings, and discussions are merged herein and superseded by this Amended Contract.
- b. Amendments. No amendment to this Amended Contract will be valid unless ratified in writing by the SBE and the Academy Board and executed by authorized representatives of the Parties.

- c. Governing Law and Enforceability. This Amended Contract will be governed and construed according to the Oklahoma State Constitution and the State Laws of Oklahoma. If any provision of this Amended Contract or any application of this Amended Contract to the Charter School is found contrary to law, such provision or application will have effect only to the extent permitted by law. The Parties shall, upon the request of either party, negotiate in good faith to adopt any necessary or appropriate replacement provision.
- d. No Waiver. The Parties agree that no assent, express or implied, to any breach by either party of any one or more of the provisions of this Amended Contract shall constitute a waiver of any other breach.
- e. No Third-Party Beneficiary. This Amended Contract shall not create any rights in any third parties who have not entered into this Amended Contract, nor shall any third party be entitled to enforce any rights or obligations that may be possessed by either party to this Amended Contract.
- f. Force Majeure. Neither Party shall be in breach of this Amended Contract if the performance of any part or all of this Amended Contract is prevented, delayed, hindered, or otherwise made impracticable or impossible because of strike, flood, tornado, hurricane, riot, explosion, war, act of God, sabotage, accident, or any other casualty or cause beyond either Party's control and that cannot be overcome by reasonable diligence and without unusual expense.
- g. Non-Assignment. Neither party to this Amended Contract shall assign or attempt to assign any rights, benefits, or obligations accruing to the party under this Amended Contract unless the other party agrees in writing to any such assignment, which said agreement will not be unreasonably withheld.
- h. Exemption. The Parties recognize that charter schools are exempt from certain laws, regulations and rules and agree that this Amended Contract shall not nor is intended to waive, override, preempt or otherwise negate any such exemptions.

[SIGNATURE PAGES FOLLOW]

Dated this ____ day of _____, 2017.

OKLAHOMA STATE BOARD OF EDUCATION

By: _____
Board President

CERTIFICATE

The undersigned Secretary of the Oklahoma State Board of Education certifies that this contract was approved by the State Board of Education at its meeting held on February 23, 2017.

By: _____
_____, Secretary

Dated this ____ day of _____, 20__.

ACADEMY OF SEMINOLE, INC.

By: _____
Academy Board President

CERTIFICATE

The undersigned Secretary of the Academy of Seminole, Inc. certifies that this Amended Contract was adopted by the Academy Board of Directors at its meeting held on _____, 2017.

By: _____
Secretary

APPENDIX A

Academic Performance Framework Checklist

Academic Performance Framework—Checklist	Meets Standard	Does Not Meet Standard
1.1—Overall Absolute Achievement		
1.1.1—Are students achieving proficiency on statewide assessments in Reading/English Language Arts ?		
1.1.2—Are students achieving proficiency on statewide assessments in Math ?		
1.2—Overall Growth		
1.2.1—Are students improving academically in Reading/English Language Arts from one year to the next as measured by scores recorded on the OSTP?		
1.2.2—Are students improving academically in Math from one year to the next as measured by scores recorded on the OSTP?		
1.3—Subgroup Absolute Achievement		
1.3.1—Are students in all subgroups achieving proficiency on statewide assessments in Reading/English Language Arts ? <i>(Note: All subgroups will be evaluated separately)</i>		
1.3.2—Are students in all subgroups achieving proficiency on statewide assessments in Math ? <i>(Note: All subgroups will be evaluated separately)</i>		
1.4—Subgroup Growth		
1.4.1—Are students in all subgroups improving academically in Reading/English Language Arts from one year to the next as measured by scores recorded on the OSTP? <i>(Note: All subgroups will be evaluated separately)</i>		
1.4.2—Are students in all subgroups improving academically in Math from one year to the next as measured by scores recorded on the OSTP? <i>(Note: All subgroups will be evaluated separately)</i>		
1.5—Postsecondary Readiness		
1.5.1—Assessment Participation		
1.5.2—Assessment Performance		
1.6—Graduation Rate		

Academic Performance Framework

1.0—Academic Performance Framework	
1.1—Overall Absolute Achievement	
<p>1.1.1—Are students achieving proficiency on statewide assessments in Reading/English Language Arts?</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ At least 60% of FAY students score proficient or advanced on OSTP ○ Does Not Meet Standard <ul style="list-style-type: none"> ✓ More than 40% of FAY students score below proficient on OSTP 	<p>1.1.2—Are students achieving proficiency on statewide assessments in Math?</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ At least 60% of FAY students score proficient or advanced on OSTP ○ Does Not Meet Standard <ul style="list-style-type: none"> ✓ More than 40% of FAY students score below proficient on OSTP
1.2—Overall Growth	
<p>1.2.1—Are students improving academically in Reading/English Language Arts from one year to the next as measured by scores recorded on the OSTP?</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ At least 50% of FAY students who scored below Proficient in the previous year increased their score enough to reach the next quadrant as measured by the OSTP ○ Does Not Meet Standard <ul style="list-style-type: none"> ✓ Less than 50% of FAY students who scored below Proficient in the previous year increased their score enough to reach the next quadrant as measured by the OSTP 	<p>1.2.2—Are students improving academically in Math from one year to the next as measured by scores recorded on the OSTP?</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ At least 50% of FAY students who scored below Proficient in the previous year increased their score enough to reach the next quadrant as measured by the OSTP ○ Does Not Meet Standard <ul style="list-style-type: none"> ✓ Less than 50% of FAY students who scored below Proficient in the previous year increased their score enough to reach the next quadrant as measured by the OSTP

Academic Performance Framework

1.3—Subgroup Absolute Achievement	
<p>1.3.1—Are students in all subgroups achieving proficiency on statewide assessments in Reading/English Language Arts? <i>(Note: All subgroups will be evaluated separately)</i></p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ At least 60% of FAY students score proficient or advanced on OSTP ○ Does Not Meet Standard <ul style="list-style-type: none"> ✓ More than 40% of FAY students score below proficient on OSTP 	<p>1.3.2—Are students in all subgroups achieving proficiency on statewide assessments in Math? <i>(Note: All subgroups will be evaluated separately)</i></p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ At least 60% of FAY students score proficient or advanced on OSTP ○ Does Not Meet Standard <ul style="list-style-type: none"> ✓ More than 40% of FAY students score below proficient on OSTP
1.4—Subgroup Growth	
<p>1.4.1—Are students in all subgroups improving academically in Reading/English Language Arts from one year to the next as measured by scores recorded on the OSTP? <i>(Note: All subgroups will be evaluated separately)</i></p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ At least 50% of FAY students who scored below Proficient in the previous year increased their score enough to reach the next quadrant as measured by the OSTP ○ Does Not Meet Standard <ul style="list-style-type: none"> ✓ Less than 50% of FAY students who scored below Proficient in the previous year increased their score enough to reach the next quadrant as measured by the OSTP 	<p>1.4.2—Are students in all subgroups improving academically in Math from one year to the next as measured by scores recorded on the OSTP? <i>(Note: All subgroups will be evaluated separately)</i></p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ At least 50% of FAY students who scored below Proficient in the previous year increased their score enough to reach the next quadrant as measured by the OSTP ○ Does Not Meet Standard <ul style="list-style-type: none"> ✓ Less than 50% of FAY students who scored below Proficient in the previous year increased their score enough to reach the next quadrant as measured by the OSTP

Academic Performance Framework

1.5—Postsecondary Readiness	
<p>1.5.1—Assessment Participation</p> <ul style="list-style-type: none">○ Meets Standard<ul style="list-style-type: none">✓ At least 70% of FAY students in the 11th and 12th grade will have taken the ACT, SAT, PSAT, WorkKeys or ASVAB at least once.○ Does Not Meet Standard<ul style="list-style-type: none">✓ Less than 70% of FAY students in the 11th and 12th grade will have taken the ACT, SAT, PSAT, WorkKeys, or ASVAB at least once.	<p>1.5.2—Assessment Performance</p> <ul style="list-style-type: none">○ Meets Standard<ul style="list-style-type: none">✓ The most recent year’s average ACT, SAT, PSAT, WorkKeys, and ASVAB scores of students at the school is equal to or greater than the most recent average scores recorded for the State of Oklahoma.○ Does Not Meet Standard<ul style="list-style-type: none">✓ The most recent year’s average ACT, SAT, PSAT, WorkKeys, and ASVAB score of students at the school is less than the most recent average scores recorded for the State of Oklahoma.
1.6—Graduation Rate	
<p>1.6—Graduation Rate</p> <ul style="list-style-type: none">○ Meets Standard<ul style="list-style-type: none">✓ The high school graduation rate of the school, as it is measured by the State Department of Education, is equal to or greater than the state’s average high school graduation rate.○ Does Not Meet Standard<ul style="list-style-type: none">✓ The high school graduation rate of the school, as it is measured by the State Department of Education, is less than the state’s average high school graduation rate.	

Academic Performance Framework

Academic Performance Framework Scoring		
Criteria	Points Available	Points Earned
1.1.1—Are students achieving proficiency on statewide assessments in Reading/English Language Arts ?	2	
1.1.2—Are students achieving proficiency on statewide assessments in Math ?	2	
1.2.1—Are students improving academically in Reading/English Language Arts from one year to the next as measured by scores recorded on the OSTP?	1	
1.2.2—Are students improving academically in Math from one year to the next as measured by scores recorded on the OSTP?	1	
1.3.1—Are students in all subgroups achieving proficiency on statewide assessments in Reading/English Language Arts ? <i>(Note: All subgroups will be evaluated separately)*</i>	1	
1.3.2—Are students in all subgroups achieving proficiency on statewide assessments in Math ? <i>(Note: All subgroups will be evaluated separately)*</i>	1	
1.4.1—Are students in all subgroups improving academically in Reading/English Language Arts from one year to the next as measured by scores recorded on the OSTP? <i>(Note: All subgroups will be evaluated separately)*</i>	1	
1.4.2—Are students in all subgroups improving academically in Math from one year to the next as measured by scores recorded on the OSTP? <i>(Note: All subgroups will be evaluated separately)*</i>	1	
1.5.1—Postsecondary Readiness Participation	1	
1.5.2—Postsecondary Readiness Performance	2	
1.6—Graduation Rate	2	
Total	15	

Academic Performance Score
$[(\text{Points Earned})/(\text{Points Available})]*100 = \text{Score}$

**Note: The Oklahoma State Department of Education disaggregates to the following subgroups: Hispanic, American Indian, Asian, Black, Hawaiian or Pacific Islander, White, Two or More Races, Students with Learning Disabilities, Student with Limited English Proficiency, and Students with Migrant Status.*

Financial Performance Framework Checklist

Financial Performance Framework—Checklist	Meets Standard	Does Not Meet Standard
2.1—Audit Findings		
2.1.1—Did the most recent audit have any findings?		
2.1.2—Did any of the school’s audits over the term of the contract have any findings?		
2.2—Cash Flow		
2.3—Debt to Asset Ratio (<i>Total Liabilities divided by Total Assets</i>)		
2.4—Timely Reporting, Financial		
2.4.1—Did the school meet all the financial reporting deadlines over the most recent year, as required by the Oklahoma State Department of Education?		
2.4.2—Did the school meet all the financial reporting deadlines, as required by the Oklahoma State Department of Education, over the term of the charter contract?		

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Financial Performance Framework

2.0—Financial Performance Framework	
2.1—Audit Findings	
<p>2.1.1—Did the most recent audit have any findings?</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ There were no findings of significant deficiencies, material noncompliance or known fraud on the school’s most recent independent financial audit. ○ Does Not Meet Standard <ul style="list-style-type: none"> ✓ There were one or more findings of significant deficiencies, material noncompliance or known fraud on the school’s most recent independent financial audit. 	<p>2.1.2—Did any of the school’s audits over the term of the contract have any findings?</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ There were no findings of significant deficiencies, material noncompliance or known fraud on any independent financial audits over the term of the charter contract. ○ Does Not Meet Standard <ul style="list-style-type: none"> ✓ There were one or more findings of significant deficiencies, material noncompliance or known fraud on any independent financial audits over the term of the charter contract.
2.2—Cash Flow	2.3—Debt to Asset Ratio
<p>2.2—Cash Flow</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ Three-year cumulative cash flow for the school is positive and cash flow is positive for each year, OR ✓ Three-year cumulative cash flow for the school is positive, cash flow is positive in two of three years, and cash flow in the most recent year is positive ○ Does Not Meet Standard <ul style="list-style-type: none"> ✓ Three-year cumulative cash flow for the school is negative 	<p>2.3—Debt to Asset Ratio (<i>Total Liabilities divided by Total Assets</i>)</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ Debt to Asset Ratio is less than 0.9 ○ Does Not Meet Standard <ul style="list-style-type: none"> ✓ Debt to Asset Ratio is greater than 0.9

Financial Performance Framework

2.4—Timely Reporting, Financial	
<p>2.4.1—Did the school meet all the financial reporting deadlines over the most recent year, as required by the State Department of Education?</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ All reports were filed on time. ○ Does Not Meet Standard <ul style="list-style-type: none"> ✓ One or more reports were not filed on time. 	<p>2.4.2—Did the school meet all the financial reporting deadlines, as required by the State Department of Education, over the term of the charter contract?</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ All reports were filed on time over the term of the charter contract. ○ Does Not Meet Standard <ul style="list-style-type: none"> ✓ One or more reports were not filed on time over the term of the charter contract.

Financial Performance Framework Scoring		
Criteria	Points Available	Points Earned
2.1.1—Did the most recent audit have any findings?	3	
2.1.2—Did two of the school’s last three audits have any findings?	2	
2.2—Cash Flow (<i>Three-year cumulative cash flow is positive</i>)	2	
2.3—Debt to Asset Ratio (<i>Total Liabilities divided by Total Assets</i>)	1	
2.4.1—Did the school meet all the financial reporting deadlines over the most recent year, as required by the State Department of Education?	1	
2.4.2—Did the school meet all the financial reporting deadlines, as required by the State Department of Education, over the term of the charter contract?	1	
Total	10	

Financial Performance Score
$[(\text{Points Earned})/(\text{Points Available})]*100 = \text{Score}$

Organizational Performance Framework Checklist

Organizational Performance Framework—Checklist	Meets Standard	Does Not Meet Standard
3.1—Attendance Rate		
3.2—Recurrent Enrollment		
3.2.1—Recurrent Enrollment <i>(The number of students enrolled on October 1 divided by the number of students enrolled on the last day of the prior school year times 100)</i>		
3.2.2—Recurrent Enrollment Average		
3.3—Open Meeting Act & Open Record Act Compliance		
3.4—Accreditation		
3.4.1—Accreditation (<i>Most Recent</i>)		
3.4.2—Accreditation (<i>Contract Term</i>)		
3.5—Does the school website meet the standards for transparency and documentation as described by Oklahoma Statute and by the Oklahoma State Department of Education?		
3.6—Timely Reporting, Accreditation		
3.6.1—Did the school meet all the reporting deadlines, as required by the Oklahoma State Department of Education, on the most recent Accreditation Report?		
3.6.2—Did the school meet all the reporting deadlines, as required by the Oklahoma State Department of Education, on any of the Accreditation Reports filed over the term of the charter contract?		
3.7—Timely Reporting, Sponsor Governing School Board		
3.7.1—Did the school meet all the reporting deadlines, as required by the Sponsor Governing School Board, during the most recent year?		
3.7.2—Did the school meet all the reporting deadlines, as required by the Sponsor Governing School Board, over the term of the charter contract?		
3.8—Does the school provide support structures for students and families that are accessible 24 hours per day and seven (7) days per week (e.g. online tutoring, mentoring, and technical support)?		

Organizational Performance Framework

3.0—Organizational Performance Framework	
3.1—Attendance	
<p>3.1—Attendance Rate</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ The average attendance rate, as defined by the school’s governing board, over the term of the charter contract is equal to or greater than the state average for attendance as reported by the State Department of Education during the same timeframe as the charter contract. ○ Does Not Meet Standard <ul style="list-style-type: none"> ✓ The average attendance rate, as defined by the school’s governing board, over the term of the charter contract is less than the state average for attendance as reported by the State Department of Education during the same timeframe as the charter contract. 	
3.2—Recurrent Enrollment	
<p>3.2.1—Recurrent Enrollment <i>(The number of students enrolled on October 1 divided by the number of students enrolled on the last day of the prior school year times 100)</i></p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ The recurrent enrollment for this year is equal to or greater than 75%. ○ Does Not Meet Standard <ul style="list-style-type: none"> ✓ The recurrent enrollment for this year is less than 75%. 	<p>3.2.2—Recurrent Enrollment Average</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ The cumulative average recurrent enrollment is equal to or greater than 75% over the term of the charter contract. ○ Does Not Meet Standard <ul style="list-style-type: none"> ✓ The cumulative average recurrent enrollment is less than 75% over the term of the charter contract.

Organizational Performance Framework

3.3—Open Meetings & Open Records Compliance	
<p>3.3—Open Meetings & Open Records Compliance</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ The board of governance for the school consistently complies with requirements in the Open Meetings & Open Records Acts. ○ Does Not Meet Standard <ul style="list-style-type: none"> ✓ The board of governance for the school inconsistently complies with requirements in Open Meetings & Open Records Acts. 	
3.4—Accreditation	
<p>3.4.1—Accreditation (<i>Most Recent</i>)</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ There were no findings on the school’s most recent Accreditation Report. ○ Does Not Meet Standard <ul style="list-style-type: none"> ✓ There were one or more findings on the school’s most recent Accreditation Report. 	<p>3.4.2—Accreditation (<i>Contract Term</i>)</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ There were no findings on any of the Accreditation Reports over the term of the charter contract. ○ Does Not Meet Standard <ul style="list-style-type: none"> ✓ There were one or more findings any of the Accreditation Reports over the term of the charter contract.
3.5—Website	
<p>3.5—Does the school website meet the standards for transparency and documentation as described by Oklahoma statute and by the State Department of Education?</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ The school has consistently met all requirements for school website(s) as described in Oklahoma statute and by the State Department of Education. ○ Does Not Meet Standard <ul style="list-style-type: none"> ✓ The school has not consistently met all requirements for school website(s) as described in Oklahoma statute and by the State Department of Education. 	

Organizational Performance Framework

3.6—Timely Reporting, Accreditation	
<p>3.6.1—Did the school meet all the reporting deadlines, as required by the State Department of Education, on the most recent Accreditation Report?</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ All reports were filed on time. ○ Does Not Meet Standard <ul style="list-style-type: none"> ✓ One or more reports were not filed on time. 	<p>3.6.2—Did the school meet all the reporting deadlines, as required by the State Department of Education, on any of the Accreditation Reports filed over the term of the charter contract?</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ All reports were filed on time over the term of the charter contract. ○ Does Not Meet Standard <ul style="list-style-type: none"> ✓ One or more reports were not filed on time over the term of the charter contract.
3.7—Timely Reporting, Sponsor Governing School Board	
<p>3.7.1—Did the school meet all the reporting deadlines, as required by the Sponsor Governing School Board, during the most recent year?</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ All reports were filed on time. ○ Does Not Meet Standard <ul style="list-style-type: none"> ✓ One or more reports were not filed on time. 	<p>3.7.2—Did the school meet all the reporting deadlines, as required by the Sponsor Governing School Board, over the term of the charter contract?</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ All reports were filed on time. ○ Does Not Meet Standard <ul style="list-style-type: none"> ✓ One or more reports were not filed on.
3.8—Organizational Support Structures	
<p>3.8—Does the school provide support structures for students and families that are accessible 24 hours per day and seven (7) days per week (e.g. online tutoring, mentoring, and technical support)?</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ Students and families have access to support structures 24 hours per day and seven (7) days per week. ○ Does Not Meet Standard <ul style="list-style-type: none"> ✓ Students and families do not have access to support structures 24 hours per day and seven (7) days per week. 	

Organizational Performance Framework

Organizational Performance Framework Score		
Criteria	Points Available	Points Earned
3.1—Attendance Rate	2	
3.2.1—Recurrent Enrollment <i>(The number of students enrolled on October 1 divided by the number of students enrolled on the last day of the prior school year times 100)</i>	3	
3.2.2—Recurrent Enrollment Average	3	
3.3—Open Meetings & Open Records Compliance	1	
3.4.1—Accreditation (<i>Most Recent</i>)	2	
3.4.2—Accreditation (<i>Contract Term</i>)	2	
3.5—Does the school website meet the standards for transparency and documentation as described by Oklahoma statute and by the State Department of Education?	1	
3.6.1—Did the school meet all the reporting deadlines on the most recent Accreditation Report as required by the State Department of Education?	1	
3.6.2—Did the school meet all the reporting deadlines on at least two of the last three Accreditation Reports as required by the State Department of Education?	1	
3.7.1—Did the school meet all the reporting deadlines during the most recent year as required by the Sponsor Governing School Board?	1	
3.7.2—Did the school meet all the reporting deadlines in at least two of the last three years as required by the Sponsor Governing School Board?	1	
3.8—Does the school provide support structures for students and families that are accessible 24 hours per day and seven (7) days per week (e.g. online tutoring, mentoring, and technical support)?	2	
Total	20	

Organizational Performance Score	
<i>[(Points Earned)/(Points Available)]*100 = Score</i>	

Performance Framework Index

Performance Framework Index				
Performance Framework	Calculation	Score	Weight	Index
Academic (A)	$(Score) * (Weight) = (A)$		0.5	
Financial (F)	$(Score) * (Weight) = (F)$		0.25	
Organizational (O)	$(Score) * (Weight) = (O)$		0.25	
Performance Framework Index (PFI)	$[(A) + (F) + (O)] * 100 = PFI$		1.0	

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	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T				
1	Pre-Opening/Start-Up *Items to be completed as applicable, consistent with the Application for Sponsorship	In Progress?	Completed?	Tracking Monthly Task Key													School(s)/ Resources	Additional People	Responsibility Key					
2				Focus Month for Task															1 - Responsible					
3				Working on Task															2 - Must Consult					
4				Month Task Should Be Completed															3 - May Consult					
5	Heading Key			July 2017	August 2017	September 2017	October 2017	November 2017	December 2017	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018	July 2018								
6	Main Category																							
7	Sub-category																							
8	Project																							
9	Task																							
10	Leadership																							
11	Governance																							
12	Board Expansion																							
13	Execute Amended Contract with SBE																							
14	SBE appoint one member																							
15	Governance Strategy																							
16	Define relationship of Board and Head of School																							
17	Define intra- board communication methods																							
18	Define decision-making processes																							
19	Approve policies																							
20	Arrange Board liability insurance																							
21	Determine dashboards																							
22	Develop Board Calendar/Monthly Meetings																							
23	Board Structure																							
24	If necessary, amend and Finalize by-laws. Ensure entire board has copy and that critical issues have been discussed and agreed upon by board.																							
25	Create job description for individual board members.																							
26	Create job description for each of the officers.																							
27	Adopt officer job descriptions as policy.																							

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
28	Create job description for each committee chair and each committee.																			
29	Adopt committee chair and committee descriptions as policy.																			
30	Create written document that defines relationship between school leader and board.																			
31	Board Meetings																			
32	Pick set day and time to hold monthly meetings. Print schedule. Follow postings for Open Meeting Law.																			
33	Develop agenda format																			
34	Develop consistent format for board meeting packets (that go out 2 wks. prior to board meetings).																			
35	Develop checklist that board member could use to evaluate each board meeting. Conduct quick debrief using checklist at end of each meeting.																			
36	Start creating formal meeting minutes. Minutes are legally binding retain outside counsel to review initial drafts																			
37	Create mechanisms to keep track of attendance at all committee meetings and board meetings.																			
38	Develop board calendar and start to list critical tasks that need to happen at each board meeting,																			
39	Trainings in Open Meetings and Open Records																			
40	Create mechanism and policy for keeping track of all official policies.																			
41	Head of School																			
42	Determine performance benchmarks/measures for school leader																			
43	Create a clear process for evaluating the school leader																			
44	Hire school leader																			
45	Create Onboarding process for school leader																			
46	Development																			
47	Create Fundraising Idea list																			
48	Create Grant List																			
49	Write and disseminate proposals to nat'l and local foundations and govt sources (due dates are varied)																			
50	Plan / host series of events for securing donations																			
51	Community Development																			

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
52	Identify community partnership opportunities (continuous)			■																
53	Meet with potential partner organizations			■																
54	Newsletter (monthly)			■	■	■	■	■	■	■	■	■	■	■	■	■				
55	Work with a graphic designer to create website			■																
56	Set up website			■																
57	Outreach																			
58	Community event Calendar			■	■															
59	Information Sessions Scheduled			■																
60	Design Marketing Packet			■																
61	Print Marketing Packets			■																
62	Other Promotional Materials			■																
63	Post Info on Website			■																
64	Post Flyers in Community			■																
65	Compile Volunteer List			■																
66	Community Organizations - Awareness			■																
67	Preschools			■	■															
68	Churches			■	■															
69	Apartment Complexes			■																
70	Advertisements (Paper, News, Radio)			■	■	■	■	■												
71	Write Press Release				■															
72	Secure Translations for Materials				■															
73	Design Student Application			■	■	■														
74	Post Application Form on Website			■	■	■														
75	Print Application Forms						■													
76	Final Day for Applications								■											
77	Lottery																			
78	Collect all applications					■	■	■	■											
79	Secure Lottery announcement					■	■	■	■											
80	Secure Lottery location					■	■	■	■											
81	Finalize Lottery Protocol					■	■	■	■											
82	Secure Lottery volunteers					■	■	■	■											
83	Highlight Lottery Date on website					■	■	■	■											
84	Post lottery date in papers					■	■	■	■											

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
85	Lottery mailings to families																			
86	Practice Lottery protocol																			
87	Conduct Lottery																			
88	Establish Waitlist																			
89	Notify families of enrollment status																			
90	Send Enrollment Report																			
91	Admissions																			
92	Confirm Acceptances																			
93	send enrollment information																			
94	request student records																			
95	finalize enrollment packet																			
96	Families complete enrollment packets																			
97	Collect Home Language Surveys																			
98	Orientation(s)																			
99	Plan first family orientation																			
100	Contact families																			
101	Follow-up with absentee families																			
102	Schedule Home Visits																			
103	Finalize Handbook																			
104	Print Handbooks																			
105	Schedule Final Orientation/Diagnostic Testing																			
106	Prepare Diagnostic Testing																			
107	Prepare for Final Orientation																			
108	Educational Program																			
109	Finalize student handbook/ code of conduct																			
110	Finalize school calendar																			
111	Finalize class configuration - classroom model																			
112	Finalize daily schedule																			
113	Teachers																			
114	Finalize org chart and job descriptions																			
115	Recruiting																			
116	Put together a literature packet on the school with information on: 1. Teaching calendar; 2. Professional development opportunities; 3. School mission																			

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
117	Create job descriptions, flyers, and ads.			█																
118	Identify potential recruitment opportunities			█																
119	Advertise in community newspapers and use database of colleges and universities to set up interviews and post opportunities on websites			█																
120	Block out days for interviews on a calendar			█																
121	Create various "form letters" including: 1. Postcard saying we received application; 2. Decline letter; 3. Memo of understanding (contract) about work agreement; 4. Salary/benefits information sheet			█																
122	Recruit and hire Dean of Scholar Advancement			█	█	█	█	█	█	█	█	█	█	█						
123	Recruit and hire Operations Manager			█	█	█	█	█	█	█	█	█	█	█						
124	Recruit and hire teachers (place ads, etc.)			█	█	█	█	█	█	█	█	█	█	█						
125	Recruit and hire enrichment teacher(s)			█	█	█	█	█	█	█	█	█	█	█						
126	Recruit and hire Teacher aides			█	█	█	█	█	█	█	█	█	█	█						
127	Hiring																			
128	Design the interview process (look at models)			█																
129	Create initial hiring packet			█																
130	Set up schedules for classroom visits/coaching			█	█	█	█	█	█	█	█	█	█	█						
131	create book list/preparation tasks for new teachers			█	█															
132	Development																			
133	Design Summer PD/Staff Orientation			█	█	█	█	█	█	█	█	█	█	█	█	█	█			
134	Design Weekly PD Plan for the Year			█	█	█	█	█	█	█	█	█	█	█	█	█	█			
135	Create Professional Development Outline			█	█	█	█	█	█	█	█	█	█	█	█	█	█			
136	Design weekly coaching cycle format			█	█	█	█	█	█	█	█	█	█	█	█	█	█			
137	Evaluation																			
138	Define policies and procedures for evaluation of staff			█	█	█	█	█	█	█	█	█	█	█	█	█	█			
139	Instruction																			
140	C&I/Assessment																			
141	Identify preliminary models for core subjects			█	█	█	█	█	█	█	█	█	█	█	█	█	█			
142	Schedule Site visits and analyses of "best practice" charter/public schools models			█	█	█	█	█	█	█	█	█	█	█	█	█	█			
143	Create List/ Attend national and local educational conferences			█	█	█	█	█	█	█	█	█	█	█	█	█	█			
144	Curriculum																			
145	Purchase materials and textbooks aligned to the Oklahoma Academic Standards							█	█	█	█	█	█	█	█	█				

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
146	Purchase standardized testing materials																			
147	Literacy																			
148	Create and finalize curriculum plans and timelines																			
149	Create benchmarks aligned with state standards and curriculum frameworks																			
150	Create scope and sequence																			
151	Writing																			
152	Create and finalize curriculum plans and timelines																			
153	Create benchmarks aligned with state standards and curriculum frameworks																			
154	Create scope and sequence																			
155	Math																			
156	Create and finalize curriculum plans and timelines																			
157	Create benchmarks aligned with state standards and curriculum frameworks																			
158	Create scope and sequence																			
159	Character Ed																			
160	Create and finalize curriculum plans and timelines																			
161	Create benchmarks aligned with state standards and curriculum frameworks																			
162	Create scope and sequence																			
163	Science																			
164	Create and finalize curriculum plans and timelines																			
165	Create benchmarks aligned with state standards and curriculum frameworks																			
166	Create scope and sequence																			
167	Social Studies																			
168	Create and finalize curriculum plans and timelines																			
169	Create benchmarks aligned with state standards and curriculum frameworks																			
170	Create scope and sequence																			
171	Language Programs																			
172	Create and finalize curriculum plans and timelines																			
173	Create benchmarks aligned with state standards and curriculum frameworks																			
174	Create scope and sequence																			

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
175 Assessments																				
176 Define assessment strategy and timeline																				
177 Create plan for baseline assessments and excel for data analysis																				
178 Conduct baseline testing of all students																				
179 Enter data from baseline tests																				
180 Benchmark Assessments																				
181 Contact Rep																				
182 Get quotes and implementation plan																				
183 Procure materials and contract																				
184 Create goals and benchmarks																				
185 Math																				
186 Create EOY Assessments																				
187 Create Interim Assessments																				
188 Set Benchmarks																				
189 Writing																				
190 Create EOY Assessments																				
191 Create Interim Assessments																				
192 Set Benchmarks																				
193 Specialized																				
194 SPED																				
195 Contact SDE Director																				
196 Create Plan																				
197 Internalize Fed & OK Law																				
198 Identify and secure specific texts and materials																				
199 Acquire student records - sped records																				
200 Define service requirements for all SPED students																				
201 ELL																				
202 Contact SDE Director																				
203 Create Plan																				
204 Internalize OK & Fed Law																				
205 Identify and secure specific texts and materials																				
206 Develop a testing schedule for ACCESS																				
207 Define service requirements for all ELL students																				

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
208	"Gifted & Talented"																			
209	Identify and Visit model program managers																			
210	Outline design for "GT" program																			
211	Culture																			
212	Adult																			
213	Determine culture-building activities for Summer PD																			
214	Student																			
215	Discipline																			
216	Finalize discipline policy																			
217	Finalize Classroom Behavior Management System																			
218	Character Ed																			
219	Create and/or purchase curriculum																			
220	Orientation																			
221	Plan and hold student orientation																			
222	Environment																			
223	Decide on school signage																			
224	Decide on classroom set up																			
225	Decide on staff room signage																			
226	Families																			
227	Write family letter re: Parent Orientation																			
228	Mail family letter re: Parent Orientation																			
229	Translate documents and communications as needed, plan for translation services at orientation as reflected in Home Language Surveys																			
230	Call all families re: Parent Orientation																			
231	Prepare pre-opening Parent Orientation protocol and materials																			
232	Hold pre-opening Parent Orientation																			
233	Finances																			
234	Identify check signers																			
235	Identify check writers																			
236	Appoint Treasurer																			
237	Develop segregation of funds policy (public/private)																			
238	Set up a bank accounts)																			

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
239	Define investment/savings strategy (where will excess funds be placed)			■																
240	Finalize cash flow plan			■																
241	Budget																			
242	Complete SDE application for allocation of federal funds to new charter schools								■	■	■	■								
243	Finalize budget			■	■	■	■	■	■	■			■							
244	Service Provider																			
245	Establish payroll						■	■	■	■	■	■	■							
246	Develop schedule of Board financial reviews				■								■							
247	Develop chart of accounts to track income, expenses, assets, liabilities, cash flows									■			■							
248	contract with provider				■															
249	Negotiate and sign agreements for contracted services				■															
250	set up summer training and start date			■																
251	Policies																			
252	Codify the fiscal controls and financial policies the school will employ to track daily operational finances			■																
253	Define signature policies			■																
254	Develop financial reporting templates (budget vs. actual) and policy			■																
255	Design process forms (purchase orders, expense forms) & policy			■																
256	Operations																			
257	School Operations																			
258	Create filing system						■						■							
259	Develop database for student reporting (e.g. bi-weekly progress reports)												■							
260	Develop student attendance reporting system												■							
261	Hire janitorial services (TBD on facility options)																			
262	Develop filing system to store student academic, disciplinary & health records						■						■							
263	Line up electrician, plumber, & handyman (TBD)																			
264	Communication																			
265	Define how information will flow within school (ie.who's called when kid is sick, who's contacted about discipline infractions)								■											
266	Define procedure for visitors entering building								■											
267	Develop forms necessary to track and monitor visitors								■											

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
268	Select provider for Internet access (DSL, cable) (TBD on facilities)																			
269	Set up Intranet (so all computers are linked)																			
270	Define how staff will communicate (email, walkie talkie, phones)																			
271	Set up phone systems and answering services																			
272	Food																			
273	Issue RFP * TBD																			
274	Identify free/reduced lunch students																			
275	Contact SDE /CMS																			
276	Determine food service arrangement																			
277	Select vendor and draft contract																			
278	Sign contract																			
279	Develop food service policies - (menu, delivery time, logistics)																			
280	Transportation																			
281	Identify the conditions for transportation																			
282	Determine transportation needs																			
283	Draft contract																			
284	Develop transportation route and schedule																			
285	Technology																			
286	Write tech plan																			
287	Determine assessment-related technology needs, including laptops and document cameras																			
288	Computers for teachers																			
289	Cell phones for admin																			
290	Reporting																			
291	Develop systems and structures, timelines																			
292	Health and Safety																			
293	Complete all state reporting requirements																			
294	Identify doctor/nurse resources																			
295	Identify first aid resources																			
296	Develop a system for record-keeping																			
297	Acquire medical forms - from parents (included in application)																			
298	Check for completeness																			
299	Staff first aid training																			

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
300	Create and distribute health and safety handbook																			
301	Purchase first aid resources																			
302	Contact police and fire departments																			
303	Undergo fire inspection *TBD																			
304	Undergo building inspection *TBD																			
305	Contact Board of Health																			
306	Develop fire drill policy, schedule, route																			
307	Human Resources/Personell																			
308	Coordinate benefit enrollment with state pension plans *TBD																			
309	Design compensation and benefits packages																			
310	Design a filing/documentation process.																			
311	Develop staff handbook																			
312	Perform background checks on employees																			
313	Have new staff fill out Employee Information forms (ie.emergency contact)																			
314	Line up counselor, speech pathologist, et al.																			
315	Purchasing																			
316	Create a comprehensive list of all items that need to be purchased through Dec. of your 1st year (incase you have \$ from your startup grant that will be lost if not spent right away)																			
317	Purchase classroom equipment and furniture (Dependent on facility leasing/move-in date)																			
318	Purchase office equipment and furniture																			
319	Purchase postage meter																			
320	Purchase restroom supplies																			
321	Purchase cleaning products																			
322	Purchase library materials																			
323	Purchase PE equipment																			
324	Purchase medical supplies & furniture (ie. couch)																			
325	Purchase P.A. system ?																			
326	Purchase office supplies																			
327	Procurement																			
328	Purchase supplies and materials for program																			
329	Secure janitorial services																			

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
330	Uniforms																			
331	Contract student uniforms																			
332	Contract student PE uniforms																			
333	Facilities																			
334	Negotiate lease																			
335	Sign lease																			
336	Secure financing																			
337	Perform renovations																			
338	Pass final inspection and receive occupancy certificate																			
339	Hire lawyer to structure contract w/ cost, expans, extens priv																			
340	Preliminary inspection made																			
341	Hire contractor																			
342	Acquisition of furniture and materials																			
343	Prepare building infrastructure (lights, phones, IT networking)																			
344	Obtain property insurance																			