

**CHARTER SCHOOL SPONSORSHIP
APPEAL**

**OKLAHOMA STATE
BOARD OF EDUCATION
JANUARY 26, 2017
REGULAR MEETING**



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 Appeal – The Academy of Seminole

Oklahoma Law – Charter School Sponsorship, State Board of Education

The Oklahoma Charter Schools Act (the “Act”), at 70 O.S. §3-132(8), provides that the State Board of Education (the “Board”) may serve as the sponsor of a charter school when the applicant has first been denied a charter by the local school district in which it seeks to operate. 70 O.S. §3-132(8). Prior to the submission of an application for sponsorship to the Board, the Act at 70 O.S. §3-134(E) provides that the process for charter school sponsorship by the Board begins with the filing of a charter school application with a local school district.

More specifically, the Act requires that a proposed sponsor shall either accept or reject the charter school application within ninety (90) days. *Id.* If the proposed sponsor rejects the original application, it must then notify the applicant in writing of the reason(s) for the rejection, and then the applicant may submit a revised application for reconsideration within thirty (30) days. *Id.* Upon receipt of the revised application, the proposed sponsor is then required to accept or reject the revised application within thirty (30) days. *Id.* Should the sponsor reject said revised application, the applicant may then appeal the denial of the revised application to the Board. The Board shall then hear the appeal no later than sixty (60) days from the date received by the Board.

Factual Background – Seminole Public Schools/Academy of Seminole

On August 23, 2016, the Academy of Seminole (the “Applicant”) applied to Seminole Public Schools (the “District”) for the proposed sponsorship of its charter school. However, on October 14, 2016, by way of written correspondence, the Seminole Public School Board denied the proposed charter school application. Subsequently, the Applicant submitted a revised application (the “Revised Application”) to the District on November 11, 2016, which was again rejected on

December 8, 2016. As such, and subsequent to the denial of the Revised Application, on December 23, 2016, the Applicant appealed the denial of the Revised Application and is hereby requesting the Board accept the Revised Application and serve as the sponsor of the proposed charter school.¹ This matter is set to be heard by the Board at the January 26, 2017, meeting.

Oklahoma Law – Charter School Application Requirements

In order to authorize a charter school, Oklahoma law and Board rules require that the Board see evidence of the following:

- A. a thorough and high-quality charter school application from the applicant based on the authorizing standards in subsection B of Section 3-134 of this title;
- B. a clear demonstration of community support for the charter school; and
- C. the grounds and basis of objection by the school district for denying the operation of the charter are not supported by the greater weight of evidence and the strength of the application. *See* 70 O.S. §3-132(8).

To that end, with respect to the requirement of a high-quality charter school application, the Act sets forth the following thirty-five (35) requirements that a charter school application must contain:

- 1. A mission statement for the charter school;
- 2. A description including, but not limited to, background information of the organizational structure and the governing body of the charter school;
- 3. A financial plan for the first five (5) years of operation of the charter school and a description of the treasurer or other officers or persons who shall have primary responsibility for the finances of the charter school. Such person shall have demonstrated experience in school finance or the equivalent thereof;
- 4. A description of the hiring policy of the charter school;
- 5. The name of the applicant or applicants and requested sponsor;
- 6. A description of the facility and location of the charter school;
- 7. A description of the grades being served;
- 8. An outline of criteria designed to measure the effectiveness of the charter school;
- 9. A demonstration of support for the charter school from residents of the school district which may include but is not limited to a survey of the school district residents or a petition signed by residents of the school district;
- 10. Documentation that the applicants completed charter school training as set forth in subsection A of this section;
- 11. A description of the minimum and maximum enrollment planned per year for each term of the charter contract;
- 12. The proposed calendar for the charter school and sample daily schedule;
- 13. Unless otherwise authorized by law or regulation, a description of the academic program aligned with state standards;

¹ In considering whether the conditions for Board sponsorship have been met, the Board is not to conduct a de novo consideration of the application but will review the record on appeal. *See* OAC:210-40-87-8.

14. A description of the instructional design of the charter school, including the type of learning environment, class size and structure, curriculum overview and teaching methods;
15. The plan for using internal and external assessments to measure and report student progress on the performance framework developed by the applicant in accordance with subsection C of Section 3-135 of this title;
16. The plans for identifying and successfully serving students with disabilities, students who are English language learners and students who are academically behind;
17. A description of cocurricular or extracurricular programs and how they will be funded and delivered;
18. Plans and timelines for student recruitment and enrollment, including lottery procedures;
19. The student discipline policies for the charter school, including those for special education students;
20. An organizational chart that clearly presents the organizational structure of the charter school, including lines of authority and reporting between the governing board, staff, any related bodies such as advisory bodies or parent and teacher councils and any external organizations that will play a role in managing the school;
21. A clear description of the roles and responsibilities of the governing board, the leadership and management team for the charter school and any other entities shown in the organizational chart;
22. The leadership and teacher employment policies for the charter school;
23. Proposed governing bylaws;
24. Explanations of any partnerships or contractual partnerships central to the operations or mission of the charter school;
25. The plans for providing transportation, food service and all other significant operational or ancillary services;
26. Opportunities and expectations for parental involvement;
27. A detailed school start-up plan that identifies tasks, time lines and responsible individuals;
28. A description of the financial plan and policies for the charter school, including financial controls and audit requirements;
29. A description of the insurance coverage the charter school will obtain;
30. Start-up and five-year budgets with clearly stated assumptions;
31. Start-up and first-year cash-flow projections with clearly stated assumptions;
32. Evidence of anticipated fundraising contributions, if claimed in the application;
33. A sound facilities plan, including backup or contingency plans if appropriate;
34. A requirement that the charter school governing board meet at a minimum quarterly in the state and that for those charter schools outside of counties with a population of five hundred thousand (500,000) or more, that a majority of members are residents within the geographic boundary of the sponsoring entity; and
35. A requirement that the charter school follow the requirements of the Oklahoma Open Meeting Act and Oklahoma Open Records Act.

In light of the foregoing, the State Board of Education is requested to take action on these matters.

Enclosures:

1. Oklahoma statutes and Board rules
 - a. 70 O.S. §3-132
 - b. 70 O.S. §3-134
 - c. Board Rules, OAC:210-40-87-8
2. Revised Application
 - a. December 23, 2016, letter from Applicant to the Board
 - b. District denial of Revised Application, dated December 8, 2016, with District Board of Education Meeting Minutes dated December 5, 2016
 - c. Revised Application, dated November 11, 2016, with attachments
 - d. Applicant's PowerPoint presentation to the District
 - e. District's PowerPoint presentation
3. Original Application
 - a. District denial of Proposed Application, dated October 14, 2016, with District Board of Education Meeting Minutes dated October 13, 2016
 - b. Proposed Application, dated August 23, 2016, with attachments

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Title 70. Schools

Oklahoma Statutes Citationized

Title 70. Schools

Chapter 1 - School Code of 1971

Oklahoma Charter Schools Act

Article Article III - State Department of Education

Section 3-134 - Sponsor Proposal

Cite as: 70 O.S. § 3-134 (OSCN 2017), Oklahoma Charter Schools Act

A. For written applications filed after January 1, 2008, prior to submission of the application to a proposed sponsor seeking to establish a charter school, the applicant shall be required to complete training which shall not exceed ten (10) hours provided by the State Department of Education on the process and requirements for establishing a charter school. The Department shall develop and implement the training by January 1, 2008. The Department may provide the training in any format and manner that the Department determines to be efficient and effective including, but not limited to, web-based training.

B. Except as otherwise provided for in Section 3-137 of this title, an applicant seeking to establish a charter school shall submit a written application to the proposed sponsor as prescribed in subsection E of this section. The application shall include:

1. A mission statement for the charter school;
2. A description including, but not limited to, background information of the organizational structure and the governing body of the charter school;
3. A financial plan for the first five (5) years of operation of the charter school and a description of the treasurer or other officers or persons who shall have primary responsibility for the finances of the charter school. Such person shall have demonstrated experience in school finance or the equivalent thereof;
4. A description of the hiring policy of the charter school;
5. The name of the applicant or applicants and requested sponsor;
6. A description of the facility and location of the charter school;
7. A description of the grades being served;
8. An outline of criteria designed to measure the effectiveness of the charter school;
9. A demonstration of support for the charter school from residents of the school district which may include but is not limited to a survey of the school district residents or a petition signed by residents of the school district;
10. Documentation that the applicants completed charter school training as set forth in subsection A of this section;
11. A description of the minimum and maximum enrollment planned per year for each term of the charter contract;
12. The proposed calendar for the charter school and sample daily schedule;
13. Unless otherwise authorized by law or regulation, a description of the academic program aligned with state standards;
14. A description of the instructional design of the charter school, including the type of learning environment, class size and structure, curriculum overview and teaching methods;
15. The plan for using internal and external assessments to measure and report student progress on the performance framework developed by the applicant in accordance with subsection C of Section 3-135 of this title;

16. The plans for identifying and successfully serving students with disabilities, students who are English language learners and students who are academically behind;
17. A description of cocurricular or extracurricular programs and how they will be funded and delivered;
18. Plans and time lines for student recruitment and enrollment, including lottery procedures;
19. The student discipline policies for the charter school, including those for special education students;
20. An organizational chart that clearly presents the organizational structure of the charter school, including lines of authority and reporting between the governing board, staff, any related bodies such as advisory bodies or parent and teacher councils and any external organizations that will play a role in managing the school;
21. A clear description of the roles and responsibilities for the governing board, the leadership and management team for the charter school and any other entities shown in the organizational chart;
22. The leadership and teacher employment policies for the charter school;
23. Proposed governing bylaws;
24. Explanations of any partnerships or contractual partnerships central to the operations or mission of the charter school;
25. The plans for providing transportation, food service and all other significant operational or ancillary services;
26. Opportunities and expectations for parental involvement;
27. A detailed school start-up plan that identifies tasks, time lines and responsible individuals;
28. A description of the financial plan and policies for the charter school, including financial controls and audit requirements;
29. A description of the insurance coverage the charter school will obtain;
30. Start-up and five-year budgets with clearly stated assumptions;
31. Start-up and first-year cash-flow projections with clearly stated assumptions;
32. Evidence of anticipated fundraising contributions, if claimed in the application;
33. A sound facilities plan, including backup or contingency plans if appropriate;
34. A requirement that the charter school governing board meet at a minimum quarterly in the state and that for those charter schools outside of counties with a population of five hundred thousand (500,000) or more, that a majority of members are residents within the geographic boundary of the sponsoring entity; and
35. A requirement that the charter school follow the requirements of the Oklahoma Open Meeting Act and Oklahoma Open Records Act.

C. A board of education of a public school district, public body, public or private college or university, private person, or private organization may contract with a sponsor to establish a charter school. A private school shall not be eligible to contract for a charter school under the provisions of the Oklahoma Charter Schools Act.

D. The sponsor of a charter school is the board of education of a school district, the board of education of a technology center school district, a higher education institution, the State Board of Education, or a federally recognized Indian tribe which meets the criteria established in Section 3-132 of this title. Any board of education of a school district in the state may sponsor one or more charter schools. The physical location of a charter school sponsored by a board of education of a school district or a technology center school district shall be within the boundaries of the sponsoring school district. The physical location of a charter school sponsored by the State Board of Education when the applicant of the charter school is the Office of Juvenile Affairs shall be where an Office of Juvenile Affairs facility for youth is located. The physical location of a charter school otherwise sponsored by the State Board of Education pursuant to paragraph 8 of subsection A of Section 3-132 of this title shall be in the school district in which the application originated.

E. An applicant for a charter school may submit an application to a proposed sponsor which shall either accept or reject sponsorship of the charter school within ninety (90) days of receipt of the application. If the proposed sponsor rejects the application, it shall notify the applicant in writing of the reasons for the rejection. The applicant may submit a revised application for reconsideration to the proposed sponsor within thirty (30) days after receiving notification of the rejection. The proposed sponsor shall accept or reject the revised application within thirty (30) days of its receipt. Should the sponsor reject the application on reconsideration, the applicant may appeal the decision to the State Board of Education with the revised

application for review pursuant to paragraph 8 of subsection A of Section 3-132 of this title. The State Board of Education shall hear the appeal no later than sixty (60) days from the date received by the Board.

F. A board of education of a school district, board of education of a technology center school district, higher education institution, or federally recognized Indian tribe sponsor of a charter school shall notify the State Board of Education when it accepts sponsorship of a charter school. The notification shall include a copy of the charter of the charter school.

G. Applicants for charter schools proposed to be sponsored by an entity other than a school district pursuant to paragraph 1 of subsection A of Section 3-132 of this title may, upon rejection of the revised application, proceed to binding arbitration under the commercial rules of the American Arbitration Association with costs of the arbitration to be borne by the proposed sponsor. Applicants for charter schools proposed to be sponsored by school districts pursuant to paragraph 1 of subsection A of Section 3-132 of this title may not proceed to binding arbitration but may be sponsored by the State Board of Education as provided in paragraph 8 of subsection A of Section 3-132 of this title.

H. If a board of education of a technology center school district, a higher education institution, the State Board of Education, or a federally recognized Indian tribe accepts sponsorship of a charter school, the administrative, fiscal and oversight responsibilities of the technology center school district, the higher education institution, or the federally recognized Indian tribe shall be listed in the contract. No responsibilities shall be delegated to a school district unless the local school district agrees to assume the responsibilities.

I. A sponsor of a public charter school shall have the following powers and duties:

1. Provide oversight of the operations of charter schools in the state through annual performance reviews of charter schools and reauthorization of charter schools for which it is a sponsor;
2. Solicit and evaluate charter applications;
3. Approve quality charter applications that meet identified educational needs and promote a diversity of educational choices;
4. Decline to approve weak or inadequate charter applications;
5. Negotiate and execute sound charter contracts with each approved public charter school;
6. Monitor, in accordance with charter contract terms, the performance and legal compliance of charter schools; and
7. Determine whether each charter contract merits renewal, nonrenewal or revocation.

J. Sponsors shall establish a procedure for accepting, approving and disapproving charter school applications in accordance with subsection E of this section.

K. Sponsors shall be required to develop and maintain chartering policies and practices consistent with recognized principles and standards for quality charter authorizing as established by the State Department of Education in all major areas of authorizing responsibility, including organizational capacity and infrastructure, soliciting and evaluating charter applications, performance contracting, ongoing charter school oversight and evaluation and charter renewal decision-making.

L. Sponsors acting in their official capacity shall be immune from civil and criminal liability with respect to all activities related to a charter school with which they contract.

Historical Data

Laws 1999, HB 1759, c. 320, § 9, emerg. eff. July 1, 1999; Amended by Laws 2001, HB 1214, c. 33, § 69, emerg. eff. July 1, 2001 ([superseded document available](#)); Amended by Laws 2007, HB 1589, c. 257, § 2 ([superseded document available](#)); Amended by Laws 2010, HB 2753, c. 288, § 2, eff. November 1, 2010; Amended by Laws 2010, SB 1862, c. 290, § 2, eff. November 1, 2010 (repealed by Laws 2011, SB 553, c. 1, § 37, emerg. eff. March 18, 2011) ([superseded document available](#)); Amended by Laws 2011, SB 553, c. 1, § 36, emerg. eff. March 18, 2011 ([superseded document available](#)); Amended by Laws 2011, SB 278, c. 367, § 2 ([superseded document available](#)); Amended by Laws 2015, SB 782, c. 170, § 2 ([superseded document available](#)).

Citationizer® Summary of Documents Citing This Document

| Cite Name | Level | |
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| Oklahoma Attorney General's Opinions | | |
| Cite | Name | Level |
| 2007 OK AG 23, | Question Submitted by: The Honorable Al McAffrey, State Representative, District 88 | Discussed at Length |



Oklahoma Statutes Citationized

Title 70. Schools

Chapter 1 - School Code of 1971

Oklahoma Charter Schools Act

Article Article III - State Department of Education

Section 3-132 - Application of Oklahoma Charter Schools Act

Cite as: 70 O.S. § 3-132 (OSCN 2017), Oklahoma Charter Schools Act

A. The Oklahoma Charter Schools Act shall apply only to charter schools formed and operated under the provisions of the act. Charter schools shall be sponsored only as follows:

1. By any school district located in the State of Oklahoma, provided such charter school shall only be located within the geographical boundaries of the sponsoring district and subject to the restrictions of Section 3-145.6 of this title;
2. By a technology center school district if the charter school is located in a school district served by the technology center school district in which all or part of the school district is located in a county having more than five hundred thousand (500,000) population according to the latest Federal Decennial Census;
3. By a technology center school district if the charter school is located in a school district served by the technology center school district and the school district has a school site that has been identified as in need of improvement by the State Board of Education pursuant to the Elementary and Secondary Education Act of 1965, as amended or reauthorized;
4. By an accredited comprehensive or regional institution that is a member of The Oklahoma State System of Higher Education or a community college if the charter school is located in a school district in which all or part of the school district is located in a county having more than five hundred thousand (500,000) population according to the latest Federal Decennial Census;
5. By a comprehensive or regional institution that is a member of The Oklahoma State System of Higher Education if the charter school is located in a school district that has a school site that has been identified as in need of improvement by the State Board of Education pursuant to the Elementary and Secondary Education Act of 1965, as amended or reauthorized. In addition, the institution shall have a teacher education program accredited by the Oklahoma Commission for Teacher Preparation and have a branch campus or constituent agency physically located within the school district in which the charter school is located in the State of Oklahoma;
6. By a federally recognized Indian tribe, operating a high school under the authority of the Bureau of Indian Affairs as of November 1, 2010, if the charter school is for the purpose of demonstrating native language immersion instruction, and is located within its former reservation or treaty area boundaries. For purposes of this paragraph, native language immersion instruction shall require that educational instruction and other activities conducted at the school site are primarily conducted in the native language;
7. By the State Board of Education when the applicant of the charter school is the Office of Juvenile Affairs or the applicant has a contract with the Office of Juvenile Affairs to provide a fixed rate level E, D, or D+ group home service and the charter school is for the purpose of providing education services to youth in the custody or supervision of the state. Not more than two charter schools shall be sponsored by the Board as provided for in this paragraph during the period of time beginning July 1, 2010, through July 1, 2016; or
8. By the State Board of Education when the applicant has first been denied a charter by the local school district in which it seeks to operate. In counties with fewer than five hundred thousand (500,000) population, according to the latest Federal Decennial Census, the State Board of Education shall not sponsor more than five charter schools per year each year for the first five (5) years after the effective date of this act, with not more than one charter school sponsored in a single school district per year. In order to authorize a charter school under this section, the State Board of Education shall find evidence of all of the following:

a. a thorough and high-quality charter school application from the applicant based on the authorizing standards in subsection B of Section 3-134 of this title,

b. a clear demonstration of community support for the charter school, and

c. the grounds and basis of objection by the school district for denying the operation of the charter are not supported by the greater weight of evidence and the strength of the application.

B. An eligible non-school-district sponsor shall give priority to opening charter schools that serve at-risk student populations or students from low-performing traditional public schools.

C. An eligible non-school-district sponsor shall give priority to applicants that have demonstrated a record of operating at least one school or similar program that demonstrates academic success and organizational viability and serves student populations similar to those the proposed charter school seeks to serve. In assessing the potential for quality replication of a charter school, a sponsor shall consider the following factors before approving a new site or school:

1. Evidence of a strong and reliable record of academic success based primarily on student performance data, as well as other viable indicators, including financial and operational success;

2. A sound, detailed, and well-supported growth plan;

3. Evidence of the ability to transfer successful practices to a potentially different context that includes reproducing critical cultural, organizational and instructional characteristics;

4. Any management organization involved in a potential replication is fully vetted, and the academic, financial and operational records of the schools it operates are found to be satisfactory;

5. Evidence the program seeking to be replicated has the capacity to do so successfully without diminishing or putting at risk its current operations; and

6. A financial structure that ensures that funds attributable to each charter school within a network and required by law to be utilized by a school remain with and are used to benefit that school.

D. For purposes of the Oklahoma Charter Schools Act, "charter school" means a public school established by contract with a board of education of a school district, an area vocational-technical school district, a higher education institution, a federally recognized Indian tribe, or the State Board of Education pursuant to the Oklahoma Charter Schools Act to provide learning that will improve student achievement and as defined in the Elementary and Secondary Education Act of 1965, 20 U.S.C. 8065.

E. 1. For the purposes of the Oklahoma Charter Schools Act, "conversion school" means a school created by converting all or any part of a traditional public school in order to access any or all flexibilities afforded to a charter school.

2. Prior to the board of education of a school district converting all or any part of a traditional public school to a conversion school, the board shall prepare a conversion plan. The conversion plan shall include documentation that demonstrates and complies with paragraphs 1, 2, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 34 and 35 of subsection B of Section 3-134 of this title. The conversion plan and all documents shall be in writing and shall be available to the public pursuant to the requirements of the Oklahoma Open Records Act. All votes by the board of education of a school district to approve a conversion plan shall be held in an open public session. If the board of education of a school district votes to approve a conversion plan, the board shall notify the State Board of Education within sixty (60) days after the vote. The notification shall include a copy of the minutes for the board meeting at which the conversion plan was approved.

3. A conversion school shall comply with all the same accountability measures as are required of a charter school as defined in subsection D of this section. The provisions of Sections 3-140 and 3-142 of this title shall not apply to a conversion school. Conversion schools shall comply with the same laws and State Board of Education rules relating to student enrollment which apply to traditional public schools. Conversion schools shall be funded by the board of education of the school district as a school site within the school district and funding shall not be affected by the conversion of the school.

4. The board of education of a school district may vote to revert a conversion school back to a traditional public school at any time; provided, the change shall only occur during a break between school years.

5. Unless otherwise provided for in this subsection, a conversion school shall retain the characteristics of a traditional public school.

F. A charter school may consist of a new school site, new school sites or all or any portion of an existing school site. An entire school district may not become a charter school site.

210:40-87-8. Appeals for sponsorship to the State Board of Education

(a) **Circumstances permitting appeal.** When an applicant has been denied a charter by the local school district in which it seeks to operate following submission of a revised application, the applicant may apply to the State Board of Education for sponsorship, subject to the limitations on number of State Board sponsored charter schools under 70 O.S. § 3-132(A)(8).

(b) **Submission of an appeal to the State Board.** A charter school applicant that has been denied a charter by a school district and wishes to appeal to the State Board for sponsorship must submit a request in writing to the Executive Secretary of the Board within thirty (30) days of the denial. In considering whether the conditions for State Board sponsorship have been met, the Board will not conduct a de novo consideration of the application, but will review the record on appeal. The written request submitted by the applicant must therefore include, at a minimum:

(1) The original charter application, the revised application submitted pursuant to 70 O.S. § 3-134(E), and all supporting documentation submitted by the applicant to the sponsor; and

(2) The written record of the local board of education's decision.

(c) **Timeframe for hearing appeal.** The State Board of Education shall hear the appeal no later than sixty (60) calendar days from the date received by the Executive Secretary. Appeals may be considered at any regular or special meeting of the Board.

(d) **Determination of the number of new charter schools sponsored by the State Board.** The county code assigned to the school district by the Oklahoma State Department of Education (OSDE) Office of Accreditation shall be the basis for determining whether the district is located in a county with a population of fewer than five hundred thousand (500,000). The State Board is authorized to sponsor no more than five (5) charter schools per year in counties with a population of fewer than five hundred thousand (500,000), with no more than one (1) new charter school sponsored in a single school district per year. Requests for appeal that meet the requirements in subsection (b) shall be scheduled for hearing in the order in which they are received by the Executive Secretary of the State Board. There is no annual limitation on the number of charter schools the State Board is authorized to sponsor in counties with a population greater than five hundred thousand (500,000).

(e) **Conditions required for State Board sponsorship.** In order to authorize a charter school that has been denied a charter by the local district, the State Board must find evidence of the following:

(1) A thorough and high-quality charter school application from the applicant, based on the authorizing standards in 70 O.S. § 3-134(B);

(2) A clear demonstration of community support for the charter school; and

(3) The grounds and basis of objection by the school district for denying the operation of the charter are not supported by the greater weight of evidence and the strength of the application.

[Source: Added at 33 Ok Reg 733, eff 8-25-16]

December 23, 2016

The Honorable Joy Hofmeister
State Superintendent of Public Instruction
2500 North Lincoln Boulevard
Oklahoma City, OK 73105-4599

Oklahoma State Board of Education
2500 North Lincoln Boulevard
Oklahoma City, OK 73105-4599

RE: Charter Appeal by Academy of Seminole

Dear Superintendent Hofmeister and Members of the Board:

On behalf of the Board of Directors (the "Board") of The Academy of Seminole, Inc. (the "Academy"), I am submitting this appeal of the denial of the charter school application submitted by my client to the Seminole Public School District (the "District") pursuant to 70 O.S. §3-132(A)(8) and 70 O.S. §3-134(E). The State Board of Education ("SBE") has jurisdiction to determine whether to sponsor a charter school in a county with a population of less than 500,000. The Academy is proposed to be in Seminole County, which has a population less than 500,000. The law provides at 70 O.S. §3-132(A)(8) that for the SBE to authorize a charter school there be evidence of:

- a. a thorough and high-quality charter school application from the applicant based on the authorizing standards in subsection B of Section 3-134 of this title,
- b. a clear demonstration of community support for the charter school, and
- c. the grounds and basis of objection by the school district for denying the operation of the charter are not supported by the greater weight of evidence and the strength of the application.

This appeal is structured to correspond with these three (3) requirements in the law. Before discussing these three elements, I will provide a brief background for your assistance.

OVERVIEW / BACKGROUND

On August 23, 2016, the Academy submitted its initial Oklahoma Charter School Application to the District (the "Initial Application"), attached as Exhibit "A." On October 14, 2016, the District rejected the Initial Application (the "Initial Denial Letter"), attached as Exhibit "B." On November 11, 2016, the Academy submitted its revised Oklahoma Charter School Application to the District (the "Revised Application"), attached as Exhibit "C." On December 5, 2016, the Academy made a presentation to the District summarizing the Revised Application. *See* Academy's Presentation Slides, attached as Exhibit "D." On December 8, 2016, the District denied the Revised Application, (the "Final Denial Letter"), attached as Exhibit "E."

I. Thorough & High Quality Charter Application.

The first requirement is that a thorough and high-quality charter application is submitted pursuant to the authorizing standards in 70 O.S. §3-134. This appeal will focus on the Revised Application as it incorporates the comments from the District, the changes made by the Board, and it addresses all the requirements set forth in the statute. The pertinent provision of the law sets forth 35 enumerated requirements. A review of the Revised Application clearly indicates that a thorough and high-quality charter school application has been submitted by the Academy. Each of the enumerated topics in the law are addressed. Further, the Academy provided numerous attachments with the Application to further elaborate on these elements.

The District's Final Denial Letter only raises three (3) questions concerning the Revised Application. In paragraph 1 of the Final Denial Letter, the District indicates that the Revised Application does not address how many credits are needed to graduate, nor how these credits are to be earned at the high school level. The Final Denial Letter also states that the Revised Application does not address what "Pathways" are and how students will be credited for such participation. As an initial matter, the statute does not discuss credits needed to graduate, how those credits are to be earned at the high school level, or the necessity to define Pathways. The Application does discuss, over multiple pages, the academic program, the instructional design, the internal and external assessments to measure and report student progress, as well as a detailed academic performance framework.

Paragraph 2 of the Final Denial Letter alleges that the Application does not address student discipline regarding suspension and the continuation of services for suspended students. As an initial matter, the Charter School Act only requires a discussion of the student discipline policies in general, and does not specifically require discussion concerning suspension. Furthermore, the Revised Application does address student discipline. Additionally, the Board represents in the Revised Application to comply with applicable law, which would include suspension and continuation of services. Additionally, this was discussed at the presentation and confirmed verbally to the District representatives that the Academy would comply with applicable law regarding student suspensions and the continuation of services.

Paragraph 3 of the Final Denial Letter alleges that Mr. Campbell contends that the ARE Board of Directors will appoint and name the school board. This hearsay allegation is not appropriate and is irrelevant. In compliance with the statute, the Revised Application discusses the governing body of the proposed charter school, the organizational structure, and other details regarding the roles and responsibilities of the interested parties relative to the Academy.

Based on the three items raised in the District's Final Denial Letter and a review of the Revised Application relative to the necessary elements set forth in the Charter School Act (the "Act"), we respectfully request that you determine that the Academy has submitted a thorough and high quality charter application.

II. Community Support.

The second requirement is a clear demonstration of community support. The Revised Application discusses in detail the community support for the Academy. This community support includes parents, community leaders, elected representatives and business leaders. In fact, Appendix "F" to the Revised Application contains, in part, both a handwritten and an on-line petitions, letters from Senator Jason Smalley, Representative Tom Newell, Zouheir Abdelnour, President of the Seminole Chamber of Commerce, James Utterback, President of Seminole State College, and letters from parents and business executives evidencing support. *See* Letters of Support, attached as Exhibit "F."

The District's Final Denial Letter attempts to portray a very small percentage of community support. A review of paragraph 4 of the Final Denial Letter reveals the District's manipulation of the numbers and use of the total city population to derive the percentage that is presented. However, the community support should be considered relative to the requirements in the Act and the historical precedence of other charter applications.

III. Grounds & Basis for Denial.

The Final Denial Letter sets forth the grounds and basis for the District's denial of the Revised Charter Application. The Final Denial Letter includes six (6) paragraphs (although there are seven numbered paragraphs as paragraph 5 does not exist). The grounds and basis for denial set forth in paragraphs 1 – 4 of the Final Denial Letter have been addressed in the first two propositions of this appeal. As such, I will address the final two grounds for denial at this time.

Paragraph 6 of the Final Denial Letter asserts that the District denied the Revised Application because the District feels that opening a charter school will only duplicate services that the District already offers to students. Clearly, the Academy will provide educational services to students that attend the charter school. Presumably, the District is providing educational services to students. As a fundamental fact, public schools provide the same services such that this is not a valid ground to deny a charter application.

Paragraph 7 of the Final Denial Letter asserts that the District already outperforms the charter school that the application will be modeled after. The District made a presentation at its board of education; however, these slides have not been provided. But, as a matter of law, the Act does not provide for any pre-qualification of academic performance. In fact, the Act prohibits the exclusion of students based on academic performance. Fundamentally, the District's effort to compare the relative performance of a charter school in a completely different location with a completely different student population to the possible performance of the Academy is speculation and unfounded. In fact, Responsive Education ("RE"), the non-profit that manages the charter school that the District compared itself to, operates nearly seventy (70) schools in Texas and Arkansas, employs over 2,370 educators and serves nearly 23,143 students. Further, in 2014, sixty-seven (67) of the sixty-nine (69) RE schools rated "recognized" or "exemplary." See Academy Presentation Slides, slide # 22, Exhibit "D." Fundamentally, it is impossible to compare an existing charter school with a completely different student population to the District; and, determine that the Academy should be denied. In sum, the Act does not recognize a pre-qualification ground to deny a charter application; and, therefore, the SBE should reject this argument.

CONCLUSION

The Academy will provide Seminole parents and students with an educational choice. The Academy will provide a world-class classical / STEM educational experience that will benefit not only the students; but, the local economy as demand exists for STEM students. The Academy is a model for revitalizing our rural communities by developing public-private partnerships between our public charter school and our business community. For example, the Seminole Chamber of Commerce and two leading employers, Enviro and Blue Wave, fully support the Academy. Additionally, this partnership will also bring private funding for public education. Finally, the Academy is a one of a kind opportunity – a public charter school providing a classical and STEM immersed experience on a premier college campus.

Therefore, we respectfully request that the SBE grant this appeal and sponsor the Academy. Additionally, we would request the SBE to consider this matter at the January 2017 Board of Education meeting because of the length of time that has passed already since the filing of the Original Application and to provide adequate time for the Academy to take any necessary actions pending your final decision. If you have any questions or if I may be of any assistance, please let me know.

Sincerely,



William H. Hickman

WHH/tlc
Enclosures

WHH/1261/2-54/correspondence/SDE Appeal Letter

Seminole Public Schools



P.O. Box 1031
617 North Timmons
Seminole, OK 74818-1031
"COMMITMENT TO EXCELLENCE"



Phone: (405) 382-5085

ALFRED GACHES
Superintendent

Fax: (405) 382-8281

Advance Rural Education

P.O. Box 2308

Seminole, OK 74818

December 8, 2016

ARE Board of Directors,

This letter is to inform you on the decision of the Seminole Board of Education in regard to the revised application for a charter school that was submitted on November 11, 2016.

The Seminole Public Schools Board of Education, at a special meeting held on December 5, 2016, voted to reject your application for a charter school based on the following reasons:

1. Original application did not have a structure for the school day in regard to future grades. The revised application addressed this issue, but, does not address how many credits are needed to graduate, nor how those credits are to be earned at the high school level. It also does not address what "Pathways" are and how students will be credited for such participation.
2. The original application and the revised application does not address student discipline in regard to suspension and the continuation of services for suspended students.
3. The original application called for ARE Board of Directors to be the School Board. The revised application no longer has ARE listed in the organizational chart, thus removing ARE from any control of the Charter School. However, in our discussion, Mr. Campbell contends that the ARE Board of Directors will still appoint and name the School Board.
4. Item 11 of the revised application calls for a demonstration of support for the charter school from residents of the school district where the charter school will be located. The charter school states that they have received the following as evidence of this support:
 - a. 257 signatures on a written petition.
 - i. 105 are from Seminole (from a community of 7,499 residents, and a county population of around 15,000). 1.4% of the population.
 - ii. 152 signatures are from other places outside Seminole.
 - b. 98 signatures on an online petition.
 - i. 19 are from Seminole (0.2% of the population)
 - ii. 79 are from other areas.
 - c. 1,041 "Likes" on the ARE Facebook page
 - i. 138 are from Seminole. (13.2% of all "likes" 1.8% of population)
 - ii. 213 "likes" are from Tulsa and OKC. (20.4% of all "likes")
 - iii. 393 "likes" are from outside Oklahoma. (37.7% of all "likes")

5.

Seminole Public Schools

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Seminole, OK 74818-1031

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Phone: (405) 382-5085

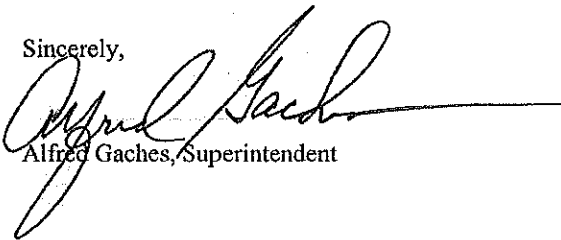
ALFRED GACHES
Superintendent

Fax: (405) 382-8281

6. We also feel that opening a charter school will only duplicate services that Seminole Public Schools already offers to our students.
7. Seminole Public Schools already outperforms the Charter schools that this application will be modeled after.

For the reasons listed, the Board of Education voted to reject your application.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alfred Gaches', with a long horizontal line extending to the right.

Alfred Gaches, Superintendent

Minutes - Special Board Meeting
Monday, December 5, 2016, 4:00 p.m.
Board of Education School District I001
Seminole Middle School Library
618 Mike Snyder Avenue, Seminole, OK 74868

The Seminole Board of Education reserves the right to approve, disapprove, or table any agenda item listed.

1. President Jack Cadenhead called the meeting to order at 4:02 p.m.

2. Roll call of members.

Members present – Jack Cadenhead, Claudia Willis, Marci Donaho, and Mickey Upton.
Amie Colclazier was absent.

3. Flag Salute.

4. Moment of Silence.

5. Introduction of guests and give audience to those who signed up to address the board.

6. Presentation by ARE regarding Charter School Application.

Lee Denny and Bill Hickman spoke on behalf of the Charter School.

7. Discussion and possible vote to accept, reject, or table the Superintendent's recommendation of the Charter School Application.

Mr. Gaches gave a presentation of his finding regarding the Charter School Application.
See Attachment.

Claudia Willis made a motion, seconded by Mickey Upton to accept the Superintendent's recommendation to reject the Charter School application.

Jack Cadenhead - yes
Amie Colclazier - absent
Claudia Willis - yes
Marci Donaho - yes
Mickey Upton - yes

8. Discussion and possible vote to accept, reject, or table the Superintendent's recommendation to approve regular board meeting dates and locations for the calendar year 2017 that was tabled last month.

Claudia Willis made a motion, seconded by Marci Donaho to accept the Superintendent's recommendation to approve the regular board meeting dates and locations for the 2017 calendar year.

Jack Cadenhead - yes
Amie Colclazier - absent
Claudia Willis - yes
Marci Donaho - yes
Mickey Upton - yes

9. Discussion and possible vote to accept, reject, or table the Superintendent's recommendation to approve Foster Care Plan for the 2016-2017 school year.

Claudia Willis made a motion, seconded by Marci Donaho to accept the Superintendent's recommendation to approve the Foster Care Plan for the 2016-2017 school year.

Jack Cadenhead - yes
Amie Colclazier - absent
Claudia Willis - yes
Marci Donaho - yes
Mickey Upton - yes

10. Discussion and possible vote to accept, reject, or table the Superintendent's recommendation to approve the listed Course offerings of Gordon Cooper Career Tech for embedded Academic credit.

Marci Donaho made a motion, seconded by Claudia Willis to accept the Superintendent's recommendation to approve the listed course offerings of Gordon Cooper Career Tech for the embedded Academic credit.

Jack Cadenhead - yes
Amie Colclazier - absent
Claudia Willis - yes
Marci Donaho - yes
Mickey Upton - yes

11. Discussion and possible vote to accept, reject, or table the Superintendent's recommendation to approve a training stipend for all certified and non-certified employees.

Marci Donaho made a motion, seconded by Claudia Willis to accept the Superintendent's recommendation to approve a training stipend in the amount of \$200.00 for all full time certified and non-certified employees.

Jack Cadenhead - yes
Amie Colclazier - absent
Claudia Willis - yes
Marci Donaho - yes
Mickey Upton - yes

12. PROPOSED EXECUTIVE SESSION TO DISCUSS THE EMPLOYMENT AND/OR RESIGNATIONS OF THOSE CERTIFIED AND/OR NON-CERTIFIED PERSONNEL LISTED IN AGENDA ITEM 16 AND THE EVALUATION OF THE SUPERINTENDENT PURSUANT TO 25 O.S. SEC. 307 (B) (1). TO HAVE CONFIDENTIAL COMMUNICATIONS WITH DISTRICT'S LEGAL COUNSEL REGARDING PENDING LAWSUIT, UTTER et al. v. SEMINOLE PUBLIC SCHOOLS ON THE ADVICE OF DISTRICT'S ATTORNEY, THAT DISCLOSURE WILL SERIOUSLY IMPAIR THE ABILITY OF THE DISTRICT TO CONDUCT THE PENDING LITIGATION, 25 O.S. SEC 307 (B)(4).

13. Discussion and possible vote to convene in executive session.

Claudia Willis made a motion, seconded by Mickey Upton to convene into executive session at 6:10 p.m.

Jack Cadenhead - yes
Amie Colclazier - absent
Claudia Willis - yes
Marci Donaho - yes
Mickey Upton - yes

14. Discussion and possible vote to acknowledge the return of the board to open session.

Marci Donaho made a motion, seconded by Claudia Willis to return to open session at 9:56 p.m.

Jack Cadenhead - yes
Amie Colclazier - absent
Claudia Willis - yes
Marci Donaho - yes
Mickey Upton - yes

15. Board president's executive session statement.

President Jack Cadenhead stated the only items discussed in executive meeting were the resignations of the certified/non-certified personnel listed in item 16. The evaluation of the Superintendent, and confidential communication with the district's legal counsel regarding the pending litigation of Utter et al. v. Seminole Public School. The board returned to open session at 9:56 p.m.

16. Discussion and possible vote to accept, reject, or table the Superintendent's recommendation of the following resignations:

Marci Donaho made a motion, seconded by Mickey Upton to accept the Superintendent's recommendation to approve the resignations listed.

1. Kelly Rider – Wilson
2. Sharon Parks – Northwood

Jack Cadenhead - yes
Amie Colclazier - absent
Claudia Willis - yes
Marci Donaho - yes
Mickey Upton - yes

17. Discussion of a Special Board Meeting scheduled for 12-8-16 at 10:00 a.m.

The board discussed the Special Board Meeting and agreed on the time to be 10:00 a.m. on 12-8-16.

18. Adjourn.

Marci Donaho made a motion, seconded by Claudia Willis to adjourn the meeting at 10:05 p.m.

Jack Cadenhead - yes
Amie Colclazier - absent
Claudia Willis - yes
Marci Donaho - yes
Mickey Upton - yes

This district makes a good faith effort to provide reasonable accommodations for persons with disabilities, whether they are employees or non-employees. If an individual needs special accommodations, they are asked to contact the Board Office a week in advance of the meeting at 405-382-5085.

Agenda posted by Linda Warden. Date: 12-2-16 Time: 3:00 p.m.

Posted on the front door of the Administration Building located at 617 N. Timmons, Seminole, Ok. 74868

November 11, 2016

Superintendent Alfred Gaches
SEMINOLE PUBLIC SCHOOLS
617 North Timmons
P.O. Box 1031
Seminole, OK 74818

RE: Charter Application of The Academy of Seminole, Inc.

Dear Superintendent:

Enclosed for your consideration, please find the revised Charter School Application for The Academy of Seminole, Inc. We took care to address each of your comments from the October 14, 2016 letter, as well as additional revisions to ensure compliance with applicable law. Please forward this revised Charter Application to your Board of Education for their consideration.

Please let us know when a special board meeting can be scheduled so we may discuss this revised Charter Application with the Seminole Board. We are hopeful your Board will approve this Charter Application and agree to sponsor The Academy of Seminole.

Sincerely,



Daniel Wyatt, President
The Academy of Seminole, Inc.

Enclosure



THE ACADEMY
OF SEMINOLE

THE ACADEMY OF SEMINOLE

OKLAHOMA CHARTER SCHOOL APPLICATION

Revised
November 11, 2016

Sponsored by Advance Rural Education

Advance Rural
EDUCATION



Charter School Application: The Academy of Seminole

1. Mission Statement for the Charter School.

The Governance Board of Directors ("Board") of the Academy of Seminole, Inc. (the "Academy" or the "School") approved the following preliminary mission statement:

The Academy of Seminole strives to set the standard of excellence in education, offering a rigorous, relevant and personalized curriculum characterized by positive and caring relationships among all stakeholders.

2. A description including, but not limited to, background information of the educational structure and the governing body of the charter school.

Advance Rural Education ("ARE") is an Oklahoma foundation that is applying for 501(c)3 non-profit status. The Academy of Seminole, Inc. is forming the School to provide a high quality public education option for students and families in Seminole, Oklahoma. Advance Rural Education (ARE) was established by Enviro Systems, Inc. President and Chief Executive Officer Paul Campbell in March 2016 to support the Academy. ARE intends to create coalitions to combine the talents and resources of public schools, universities, career technology centers, educational architects, and industry in rural areas to advance transformative learning for our children. The Academy of Seminole is one of ARE's first pathfinder projects.

Several individuals and businesses have contributed time and money totaling over \$150,000 in the pursuit of starting this new non-profit, including the Academy.

The Board governs the Academy. Its Board is comprised of the following individuals and their biographies are attached as Appendix "A:"

- **Lee Denney**
- **Barbara Adams**
- **Daniel Wyatt**

The Academy will comply with all federal regulations and state and local rules and statutes relating to health, safety, civil rights and insurance.

The Academy will be nonsectarian in its programs, admission policies, employment practices, and all other operations. The Academy is not affiliated with a nonpublic sectarian school or religious institution.

The Academy's Board will be responsible for the policies and operational decisions of the School.

The Academy will not charge tuition or fees.

The Academy will be considered a school district for purposes of tort liability under The Governmental Tort Claims Act.

The Academy is contracting with ResponsiveEd to provide the academic model and support structure for the School. ResponsiveEd is a regional organization that supports more than 70 high quality public charter schools in Texas and Arkansas and is excited for the opportunity to expand its proven approach to Oklahoma.



The Academy of Seminole will be a campus designed around an educational philosophy focused on preparation and readiness for college, industry engagement and participation in civic life pursuits immediately upon the conferring of the diploma. The Academy will accomplish this through the pedagogical paradigm of "precision mastery".

Balances and Blends of the Academy

- A balance between curricular (self-directed) learning environments and STEM (teacher-directed) environments.
- A blend between teacher-facilitated, self-directed, and blended learning.
- A balance between readiness for higher education and industry engagement upon graduation.
- A blend of structure and empowered freedom for each learner in the classroom and on the campus.

Pedagogy and Methodology of the Academy

1. Precision Mastery

- a. The School will employ highly qualified instructors in compliance with applicable law for all required subjects, such as science and mathematics, replicating the best elements of STEM and classical education models. These educators will be responsible for providing the highest standard of teaching in these subjects.
- b. The mark of the strategy is "Intellectual focused on Rigor." Students will be engaged with curriculum designed for 21st century learning paradigms. Teachers will facilitate student learning in a manner that increases capacity while creating elements for exploration and investigation of post-diploma options to ensure career readiness.

2. Classroom Mastery

- a. Content learning for subjects will be achieved in a student-empowered environment, self-directed to afford students the opportunity to accelerate learning and progress based on their individual learning needs.
- b. The mark of the strategy is "Individualized focused on Responsibility." Students will be engaged with curriculum designed for 21st century learning paradigms. Teachers will be engaged with students in personalized learning plans, monitor progress, and provide guidance and feedback to supervise the achievement of mastery learning.

3. Skill Mastery

- a. Students will be engaged with local industry career tech, and/or higher education environments. Learners will be involved in pursuits designed to prepare for a career path and/or college immediately after receiving their diploma.
- b. The mark of the strategy is "Internships focused on Relevance". Students will be engaged with local community leaders. Opportunities to explore real world work environments, leadership training and skill capacity will be accompanied by partnerships to provide apprenticeships and internships that can lead to certifications and licensing for authentic engagement with careers or college post-diploma. This also would include concurrent enrollment at a local career tech and/or college.



3. A financial plan for the first 5 years of operation of the charter school.

The Academy has developed a financial plan/budget for the first five (5) years of operation. The plan is attached to this Application as Appendix "B."

The Academy will, to the extent possible and required by law, comply with the same reporting requirements, financial audits, audit procedures, and audit requirements as a school district. The State Department of Education or State Auditor and Inspector may conduct financial, program, or compliance audits. The Academy will use the Oklahoma Cost Accounting System to report financial transactions to the sponsoring school district.

No later than September 1 each year, the Board of the Academy will prepare a statement of actual income and expenditures for the School for the fiscal year that ended on the preceding June 30, in a manner compliant with 70 O.S. §5-135. The statement of expenditures shall include functional categories as defined in rules adopted by the State Board of Education to implement the Oklahoma Cost Accounting System pursuant to 70 O.S. §5-145.

4. A description of the treasurer, encumbrance clerk or other officers or persons who shall have primary responsibility for the finances of the charter school.

The Academy will contract with an accounting firm or employ a treasurer to oversee the implementation of the financial systems and to oversee the process of collecting revenue and reporting expenditures. The accounting firm will utilize separate staff for Treasurer and Payroll, and the Academy shall employ a separate Encumbrance Clerk to fully distribute duties. The Accounting staff shall have more than five (5) years of experience working in school finance and shall have an intimate knowledge of federal and state laws regarding processing of payroll, revenue receipts, and expenditure process and reporting, as well as the state audit cycle.

The School Treasurer shall be independent from the Academy and employed under the financial contract as described above. The Treasurer shall have more than five (5) years of experience serving in school finance with direct experience as a school treasurer or auditor.

5. A description of the hiring policy.

It is the policy of the School to seek and employ the best-qualified personnel without regard to race, religion, color, creed, national origin, citizenship, age, sex, disability, alienage, handicap, disability, genetic information, veteran's status, or parental, family or marital status. It is further the Academy's policy to ensure equal opportunity for the advancement of staff members and equal treatment in the areas of upgrading, training, promotion, layoff and termination. The Academy complies with all applicable equal opportunity laws and regulations administered by the U.S. Department of Education, the U.S. Department of Labor and the U.S. Equal Employment Opportunity Commission. Qualified disabled individuals will not be excluded from the participation in, be denied the benefits of, or subjected to discrimination under any program or activity operated by or through the School solely by reason of disability. Administrators will make reasonable accommodations to the known physical or mental limitations of otherwise qualified disabled applicants or employees unless such accommodations impose undue hardship on the operation of School's programs and activities.

Hiring Policies. Employees may be hired as regular full-time employees or regular part-time employees. Employees may be placed on the Academy payroll and be eligible for eligible benefits, or the Academy may contract with a third party for services. To the extent applicable, the employee benefits packages for each employee will be administered by the School.



Hiring Procedures. The following procedures generally describe the procedures for the hiring of regular full-time or regular part-time employees.

- i. Declaration of Available Position.
 1. The Head of School will declare a regular full-time or regular part-time faculty position to be available.
 2. After a position vacancy has been declared, the Head of School will decide if the position will be offered to one of the existing faculty members.
 3. If the position is not offered to an existing faculty member, then the Head of School will report the position vacancy to the Board.
- ii. Notice and Review of Applications.
 1. If the position is to be filled, the Board will direct the Head of School to file notice of the position vacancy with various sources to attract the best-qualified applicant.
 2. The Head of School will review applications and resumes and will determine which applicants will be interviewed.
 3. The employment qualifications as stated by an employee or prospective employee on an employment application or related information may be verified, and falsification of such information may jeopardize an employee's standing with the Academy or a prospective employee's likelihood of being hired.
 4. Interviews will be declared closed by the Head of School. He/she will evaluate all applicants.
- iii. Recommendation, Background Check, and Fingerprinting.
 1. The Head of School will recommend the best-qualified applicant for the position to the Board.
 2. The Board will vote on the recommendation and the applicant will be notified in writing of the Board's decision.
 3. If the Board votes to offer the job to the applicant, the applicant will be asked to submit to an OSBI background check and allow fingerprinting as required by Oklahoma Statutes.
- iv. Employment Agreement.
 1. Pending the results of the OSBI background check, the Head of School will discuss the terms of employment, including salary, hours, benefits and working conditions with the applicant.
 2. If the applicant passes the background check and accepts the proposed salary and benefits, the applicant will be given a reporting date.
 3. Employees may be hired as regular full-time employees or regular part-time employees. Employees who are not regular full-time or regular part-time will be contracted on an individual basis.
 4. All terms and conditions of employment will be evidenced in a mutually executed Employment Contract in conformance with applicable law.
 5. On or before the date of hire of an employee, the employee will complete any and all necessary financial forms and benefit applications as deemed necessary by the Academy or its designee.

6. The name of the applicant(s).

The Academy of Seminole, Inc.
PO Box 2308, Seminole, OK 74818
(405) 382-0731



7. The name of the requested sponsor.

Seminole Public Schools ("District")
PO Box 1031, Seminole, OK 74868
(405) 382-5085

8. A description of the facility and location of the charter school.

The facility plan for the Academy includes proposed school sites located in the Seminole School District boundaries and pursuant to law. In compliance with applicable law, the Academy will ensure its facilities provide for the safety of students, teachers, and staff. The proposed school sites are listed below by school year and grade levels.

2017-18 - The High School will serve Grades 11 and 12 and be located on the main Campus of Seminole State College (the "College") at a site that is within the Seminole School District boundaries. The Academy has submitted a request to the College for space for the High School, and the request has been approved by Dr. Thomas Mills, the College's Vice President for Academic Affairs. (See Appendix "C" for communication and agreement with Seminole State College.) The additional High School grades will be added to the College's main Campus school site until a permanent High School may be constructed/renovated.

2018-19 – The PK-8 facility will be located at 35384 Hwy 9, Seminole, OK. (See attached Letter of Intent, Appendix "D.") Similar to other schools in Oklahoma, the Academy may utilize temporary educational facilities for grades PK-8 as capital funds are secured for a permanent facility. The Academy has identified several temporary facilities that will support its educational needs and will ensure that all facilities utilized comply with any applicable law and regulation. The Academy plans for these facilities to be located on the land located at the aforementioned address.

2019+ – The Academy anticipates implementing the following options as long term facility solutions:

- Build and lease a PK-8 Academy on 2501 John St., Seminole, OK (See attached Letter of Intent, Appendix "E-1."), and purchase and build the High School at 35384 Hwy 9, Seminole, OK.
- Also, Dan Hamilton, owner of Phoenix Oil & Gas, Inc. based in Seminole, has agreed to sell or lease two separate lots within the Seminole School District in the unlikely event that alternative or additional properties are needed. (See attached Legal Land Descriptions, Appendix "E-2.")

9. A description of the grades being served.

The Academy plans to serve students from Pre-K to 12 and intends to grow in the following manner:

- Year 1: Grades 11-12
- Year 2: Grades PK-3, 10-12
- Year 3: Grades PK-12
- Year 4: Grades PK-12
- Year 5: Grades PK-12



10. An outline of criteria designed to measure effectiveness of the charter school.

The Academy's Academic Effectiveness will be measured, in part, by the methods established by Oklahoma Law and the Oklahoma State Department of Education (OSDE) regarding performance of students in all content areas, students' growth in reading and math, and whole school performance indicators. The Academy will be assessed on Annual Measurable Objectives based on the Academy's 5-year goals. Additionally, the Academy will measure the Educational Effectiveness as determined by the following indicators: OSDE School Designation, OSDE School Grade, Measurement toward the Achievement of the School Mission, and Implementation of Specialized Instruction.

The Academy will measure its Financial Effectiveness as determined by the annual, external, independent audit reflecting a system with good business practices. As well, policies and procedures will be in place to promote sound internal controls; the Academy will submit timely and accurate financial information as required by law; and the Academy's federal fund expenditures will be fully compliant with all U.S. Department of Education financial guidelines.

Finally, the Academy will measure its Organizational Effectiveness as determined by the following indicators: the Academy implements the admission policy and procedures as defined in the contract and in compliance with applicable law; the Academy maintains a safe and secure environment; the Academy outlines discipline procedures, health, and safety procedures in compliance with applicable legislation; the Academy implements the governance structure defined in the Academy's contract; the Board oversees Academy operations; the Academy complies with the Open Meeting and Open Records Act; and the Academy employs instructional staff with state and federal highly qualified certification.

11. A demonstration of support for the charter school from residents of the school district where the charter school will be located.

The Academy has demonstrated strong community support in the Seminole School District, as well as in the general area as an educational choice for Oklahoma students and families.

This includes a total of 358 signatures of support for the Academy, of which 123 are in the Seminole School District.

The Academy also has received 16 letters from community and business leaders expressing their full support of the Academy and the likely positive impact it will have on Seminole PS' educational system and economy. During the Academy's petition process, supporters were given a chance to express their support as well, and have provided 45 written statements supporting the Academy.

As further evidence of residents' support for the Academy, the ARE Facebook page has approximately 1,041 "Likes," with the vast majority being from Seminole, Seminole County and Oklahoma. The ARE Facebook page provides updates on all of ARE's projects including the Academy. Additionally, the Seminole Charter Supporter's Facebook page has approximately 156 "Likes." See Appendix "F."

The Academy is considering town hall meetings, direct mailing to local residents, social media, advertising, and other similar efforts to build even more public awareness and support. Any public awareness and marketing strategies utilized will promote the Academy to all socio-economic, racial, and ethnic groups to ensure that diversity of the Seminole School District community is represented in the Academy.



12. Documentation that the applicants completed charter school training.

Individuals involved in this Application as members of the Board and/or members of the Academy's foundation board that have completed the charter school training include Jenifer Humphreys, Paul Campbell, Patricia Hudson, and Daniel Wyatt. (See Training Certificates, Appendix "G.")

13. A description of the minimum and maximum enrollment planned per year for each term of the charter contract.

The Academy intends to meet the following enrollment projections:

| | 2017-18 | 2018-19 | 2019-20 | 2020-21 | 2021-22 |
|-----------------------|---------|----------------|---------|---------|---------|
| Min Attendance | 30 | 70 | 195 | 250 | 400 |
| Max Attendance | 60 | 210 | 390 | 500 | 700 |
| Grades | 11,12 | PK-3 and 10-12 | PK-12 | Pk-12 | Pk-12 |

14. The proposed calendar for the charter school and sample daily schedule.

The Academy intends to adhere to the following schedule to open in the fall of 2017:

Spring 2017 Activities/Focus areas:

1. Curriculum (e.g., instructional materials, supplies)
2. Staffing (e.g., teachers hired, appropriate licenses verified)
3. Facilities (e.g., inspections, certificate of occupancy)
4. Equipment (e.g., classroom furniture, computers)
5. Special needs services (e.g., process for identifying students, plans for providing services)
6. Health services (e.g., on-site health care, plans for dispensing medications)
7. Insurance (e.g., appropriate coverage has been acquired)
8. Release enrollment application
9. Create student handbook

Fall 2017 Activities/Focus areas:

1. Pending successful completion of all implementation items, authorizer approves School for opening
2. Newly chartered school commences operation consistent with the District's calendar for School Year 2017-2018
3. All documents, policies and compliance checks which are required hereby but not yet furnished to Sponsor

Proposed School Calendar for 2017-2018 School Year:

The Academy plans to adhere to the same academic calendar of Seminole Public Schools. To the extent allowed by law and determined to be in the best interest of students at the School, the number of proposed instructional days each school year may increase to 190 days. To the extent the School has more days/hours in the classroom than Seminole Public Schools, the School will work with parents to provide after-school or before-school care for students.



General High School Daily Schedule:

| | |
|-----------------------------------|--------------------------|
| First Bell | 8:15am |
| 1st Hour | 8:20am – 9:10am |
| 2nd Hour | 9:15am – 10:05am |
| 3rd Hour | 10:10am – 11:00am |
| <i>1st Lunch</i> | <i>11:55am – 12:30pm</i> |
| <i>2nd Lunch</i> | <i>12:50pm – 1:25pm</i> |
| 4th Hour | 11:05am – 11:55am |
| 5th Hour | 12:00pm – 1:25pm |
| 6th Hour | 1:30pm – 2:20pm |
| 7th Hour | 2:25pm – 3:10pm |

General Middle School Daily Schedule:

| | |
|------------------------------------|--------------------------|
| First Bell | 8:15am |
| 1st Hour | 8:20am – 9:10am |
| 2nd Hour | 9:15am – 10:05am |
| 3rd Hour | 10:10am – 11:00am |
| <i>Lunch (Closed Campus)</i> | <i>11:00am – 11:35am</i> |
| 4th Hour | 11:40am – 12:30pm |
| 5th Hour | 12:35pm – 1:25pm |
| 6th Hour | 1:30pm – 2:20pm |
| 7th Hour | 2:25pm – 3:10pm |

General Elementary School Daily Schedule:

| | |
|---|--------------------------|
| <i>Morning Recess / Early Arrival</i> | <i>7:45am – 8:15am</i> |
| Morning Instruction | 8:15am – 11:00am |
| Start of Day Routine | 8:15am – 8:30am |
| Mathematics | 8:30am – 9:15am |
| Reading | 9:15am – 10:15am |
| Grammar / Spelling | 10:15am – 11:00am |
| <i>Lunch</i> | <i>11:00am – 11:30am</i> |
| <i>Lunch Recess</i> | <i>11:30am – 12:00pm</i> |
| Afternoon Instruction | 12:00pm – 1:30pm |
| History / Literature | 12:00pm – 12:45pm |
| Science | 12:45pm – 1:30pm |
| Enrichment Electives | 1:30pm – 2:30pm |
| End of Day Instruction | 2:30pm – 3:00pm |
| Journaling | 2:30pm – 2:45pm |
| End of Day Routine | 2:45pm – 3:05pm |

The Academy will provide instruction each year for at least the number of days required in 70 O.S. §1-109.



15. A description of the academic program aligned with state standards.

The Academy's academic program will be aligned with Oklahoma educational standards as adopted and amended by the Oklahoma State School Board from time to time. Students and staff will utilize the State standards to ensure there is no educational gap in the School's academic program. Teachers will design integrated units of study aligned to the standards and utilizing a cross-curricular approach so the standards are met in a rigorous, relevant manner.

After assessing each student, a differentiated Personalized Learning Profile (PLP) will be written for each student so that specific learning style/modality preferences will be identified. Teachers will consult with parents in the development of the PLP, enlist family support, and agree upon strategies to meet each child's individual needs. Specific academic weaknesses will be addressed and prescribed for targeted remediation. Academic strengths will be identified and further strengthened through accelerated learning and/or through extension and enrichment opportunities.

Additionally, the Academy will improve learning with ubiquitous access to technology incorporating various devices (e.g., iPad, iTouch, iPad Mini). Students and teachers will be able to fashion a blended learning environment that consists of both traditional instruction and also digital learning. Various supplemental educational applications and educationally suitable interactive programs will be used to improve learning and increase instructional time. The Academy anticipates that as families and parents are more connected to the School through these programs, parent engagement will increase, which will further improve student learning.

Increase learning opportunities for students.

Creating a School that has partnerships with businesses, colleges, and career techs as part of its educational philosophy and approach creates countless and meaningful learning opportunities for students. For example, partnerships with Seminole's various businesses, government offices, arts community (including visual, performing, drama, and dance) health and research facilities/organizations, cultural and historical venues, sports organizations and other community resources will allow the Academy the ability to create exclusive programs designed to offer students rigorous yet relevant extended curriculum opportunities that could not be offered at other schools.

Access to technology and the use of personal devices will be used to differentiate instruction and integrate 21st century learning skills into day-to-day classroom instruction. Widespread use of technology and devices outside of the instructional day will extend the opportunity for students to increase their learning beyond the instructional day and outside the school walls.

Additionally, there will be no library designed in a centralized location within the walls of the Academy. This is purposeful in design. This does not mean that students will not have access to a vast array of literature and text; they will. However, a "library" will be clustered in various common spaces and by age, grade appropriate text, and in a variety of Lexile levels. Further and as noted above, access to technology and devices will permit students to have an even greater selection of books via iBook's and other digital resources, such as "OverDrive".

Increased learning opportunities beyond the traditional instructional day will be provided as faculty and students extend the use of technology with educational tools such as Google Docs and/or Edmodo. These tools also allow parents the opportunity to become more involved in their child's education and have immediate access to and easy communication with teachers and the school. For example, Edmodo is a free and safe way for students (including parents) and teachers to connect and collaborate. It is designed to get students excited about learning via such functionality as teachers continuing classroom discussions online, giving polls to check for student understanding, and awarding badges to individual students based on performance or behavior. This places teachers at the center of a powerful network that



connects them to students, administrators, parents and publishers. Edmodo also makes it simple to track student's progress through quizzes, assignments and discussion posts that capture understanding, confusion, or frustration. It also offers engaging, easy-to-use applications that personalize learning for every student. These apps help teachers amplify their lesson plans by integrating seamlessly with Edmodo's digital content in one place.

Encourage the use of different and innovative teaching methods.

ResponsiveEd curriculum provides a structured model for delivering course content aligned to the Oklahoma standards with a foundation in collaborative, problem-based learning. ResponsiveEd addresses enduring learning standards and foundational concepts from which the students derive the challenges they will address. In addition, it encourages the use of web and mobile technologies, such as collaborative tools and wikis that are available to students but not often used in coursework. This model will be interdisciplinary in its approach and encourages project-based learning.

The combination of allowing students to choose their challenge supported by integrated curriculum standards and tying these challenges to community interaction will raise student engagement. ResponsiveEd's activities offer many of the benefits of project-based learning. It engages students in real-world problems and makes them responsible for developing solutions. Students derive satisfaction and confidence from this approach and, because these projects are generally community-based, individual students also will achieve mastery of speaking and listening standards as they share their learning and reflections with community partners. The School will also benefit from enhanced community-campus relations. As participants identify problems, various possible solutions, and how technology can be leveraged to accomplish effective results, they learn the value of critical thinking and reflection.

One of the key components of ResponsiveEd is its use of technology to implement solutions and to publish results. This obliges students to present their findings and reflections not just to their class but also to their community, as required by the standards. This broader audience improves engagement and allows students wider avenues for success. In addition to what is learned about the chosen topic, students gain meaningful skills through these projects, including how to share work, collaborate, organize, and express themselves more effectively. The challenge-based approach thus serves as a meeting point for innovation in teaching and learning, involving aspects of experiential learning, multimedia technology, social interaction, and a willingness to look beyond the walls of the classroom for educational opportunities.

Provide additional academic choices for parents and students.

Parents residing in the Seminole School District will be afforded additional academic choices for their students.

A fee for before- and/or extended-day, school-based child care may be offered to assist working parents. To ensure the program accommodates all working parents, alternate funding may be available for those in need of assistance with fees on an as-needed basis.



Create new professional opportunities for teachers and administrators, including the opportunity to be responsible for the learning program at the school site.

The Academy plans to employ Curriculum Coordinator(s) and Technology Integration Facilitator(s) to serve alongside classroom teachers to assist with:

- Management of student assessment data and data wall
- Coordination of students' Personalized Learning Profiles
- Assistance with tracking of student progress toward proficiency on learning goals, including creation of rubrics and scales
- Facilitation of standards-based grading practices and standards-based report cards to assess and report student mastery of essential foundational learning
- Coordination of team curriculum planning including: unit or lesson plans, deconstructing standards, pacing guides, maps, frequent common formative assessments, rubrics and scales for essential learning goals, and CBL projects
- Development of best practices for differentiated instructional strategies
- Management of flexible, small groups and interventions
- Modeling best instructional strategies and practices
- Integration of technology/digital information skills across the curriculum

Facilitators will serve teams and be available to assist with the coordination of instructional small groups. They will have oversight, under the direction of the Head of School, of professional development activities and teacher collaboration times during the weekly early release day. The facilitators will also serve on the site's Leadership Team and offer expertise for site-based leadership.

Further, additional partnerships with nearby Seminole State College may be investigated to create a Fellowship Program or Junior Teacher Program.

STEM Education.

Vast research affirms the critical role STEM education plays in America's future. However, some argue that the term may leave out a key ingredient to a well-rounded, 21st century education: the arts. Thus, the concept of "STEAM education has emerged to promote inclusivity of divergent-right brain thinking and convergent-left-brain thinking to produce a "whole brain" approach to thinking. The "A" in STEAM fuses arts and creative studies with STEM (science, technology, engineering, and math) to engage the whole child and foster high achievement in all areas. Dr. Francis Kane states, "STEM represents the knowledge, tools and processes to invent the future, however, the arts are what make us human. They are inseparable."

National standards also support combining science and the arts. Debby Chessin, associate professor of elementary education at the University of Mississippi in Oxford, Mississippi finds, "In K-4, the National Science Education Standards state that students should appreciate the wonder of the natural world and understand the relationships between form and function. According to the National Standards in Art Education, students should integrate form and function in making connections to other content areas in representing art and design principles." Thus, she concludes, both scientists and visual artists rely on common process skills: "drawing on curiosity, asking questions, observing, seeing patterns and constructing meaning."



The Academy's educational program will meet or exceed current Oklahoma Academic Standards, as set by state statutes or the Oklahoma State Department of Education. The Academy will implement curricula that is in compliance with 70 O.S. §3-136(A)(3) and meet or exceed state, federal and District standards. The Board may make reasonable modifications to its curriculum so that the School may meet its educational goals and student achievement standards.

The Academy's curriculum shall comply with 70 O.S. §3-136(A)(3) and shall meet or exceed all applicable graduation requirements as established by the Oklahoma State Department of Education.

16. A description of the instructional design of the charter school, including the type of learning environment, class size and structure, curriculum overview and teaching methods.

With the exception of class size, the instructional design, type of learning environment, curriculum overview, and teaching methods are discussed in paragraph 15 herein. In regard to class size, the Academy will comply with state law and OSDE regulation, and be mindful of research-based strategies involving class size, facilitation of learning, and student mastery of learning standards and objectives, and will address class size by grade, academic subject, elective, and any other data driven basis to ensure optimal opportunity for student success.

17. The plan for using internal and external assessments to measure and report student progress on the performance framework developed by the applicant.

Formative assessments (pre- post- and frequent common formative assessments, including benchmark assessments) will be administered using a product or combination of products that are yet to be determined (e.g., DIBELS, BEAR, PAST, Star Enterprise, Achieve 3000, NWEA assessments, Mastery Connect, or CTB-McGraw Hill's Acuity).

Common assessments will be administered on a frequent basis (weekly or bi-weekly) and other measures like benchmark tests will be administered quarterly. Teachers and students will track results and progress.

As a part of the formative assessments, the Academy will participate in the Reading Sufficiency Act, as required by law, utilizing the screening tools and reporting requirements consistent with and allowed by the OSDE. Data from common formative assessments will be used to drive instruction, formulate interventions and enrichment activities and prescribe them in each student's Personalized Learning Profile. Teachers and students will track results and progress.

The Academy will participate in the testing as required by the Oklahoma School Testing Program Act and the reporting of test results as required. The Academy will also provide any necessary data to the Office of Accountability.

18. A performance framework that sets forth the academic and operational indicators, measures and metrics that will guide the evaluations of the charter school by the sponsor.

The Academy has developed and proposes an Academic Performance Framework pursuant to 70 O.S. §3-135(c). The Framework is attached as Appendix "H."



19. The plan for identifying and successfully serving students with disabilities, students who are English language learners and students who are academically behind.

a. Special Needs/Exceptional Learners

The Oklahoma Charter Schools Act requires that a charter school comply with all federal and state laws relating to the education of students with disabilities. As such, and in accordance with the Individuals with Disabilities Education Act (IDEA), the Academy will ensure identification, evaluation, placement, and the provision of education and related services to students with disabilities to be determined by a student's Individualized Education Program (IEP) team and the IEP, respectively. Placement will be in the least restrictive environment in which the student can receive a free appropriate public education. However, should modifications, supplementary aids and services, and/or accommodations be necessary as determined by the student's IEP team, such accommodations will be provided in accordance with IDEA and Oklahoma law. Further, special education services and related services (i.e., OT, PT, ST) will be provided at the Academy as determined by the student's IEP team. The School intends to retain staff qualified and trained in the provision of related services, but may contract with third parties for the provision of such services. The Board and School staff are committed to working in collaboration to evaluate, place, and provide proper services to students in the least restrictive environment so that each student receives a free appropriate public education. Although the School will not enter into contracts until an agreement with the sponsor is executed and in place, the School is aware of multiple high quality service providers that can provide evaluations, consultations, and training to help ensure the School meets the special needs of students. The Academy acknowledges that the costs to address certain special needs may be exceptional and will take steps to assure that those needs can be met by the School through a combination of insurance, third-party contracts and an agreement with the District for those students who are residents of the District.

The Academy will provide at its sole cost identification, services and accommodations to students with disabilities in compliance with all applicable provisions of the Individuals with Disabilities Education Act (20 U.S.C. §1401 *et seq.*) ("IDEA"), the Americans with Disabilities Act (42 U.S.C. §12101 *et seq.*) ("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 Academy's obligations under these laws and regulation include, but are not limited to, the following:

- **Policies and Procedures Manual.** The Academy will develop and implement a special education policies and procedures manual consistent with applicable court and administrative opinions setting forth Academy's obligations under the law and this Application.
- **Notice.** The Academy 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 Academy will 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 Academy will not drop enrollment of a student if such identification is made subsequent to enrollment.



- **Child Find.** The Academy will adopt and implement policies and practices that affirmatively seek out, identify, locate and evaluate children with disabilities enrolled in the Academy or contacting the Academy regarding enrollment, and will 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 Academy 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 recommended by the IEP team.
- **Free Appropriate Public Education.** The Academy will provide a free appropriate public education to all children with disabilities who are enrolled in the Academy.
- **Services to Students Subject to Disciplinary Removal.** The Academy will 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 Academy 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 the Special Education Division of the Oklahoma 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 the Academy by these agencies for any discrepancies found.
- **Due Process Hearings.** The Academy'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 Academy brought by individuals affected by the actions of the Academy. The Academy is aware that the cost to the Academy of due process hearings and litigation can be substantial. The Academy acknowledges and agrees that the District is in no way responsible for such costs, including but not limited to attorneys' fees.

The Academy agrees that it is the Local Educational Agency ("LEA") as that term is defined in the 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 the Academy, including without limitation, all costs of litigation and/or due process hearings. The Academy agrees to indemnify the District from all liabilities, including attorney fees and costs, which may be incurred by or imposed on the District concerning the education of any special education student enrolled in the Academy.

b. Gifted/Talented Learners

In compliance with statute, gifted/talented students shall be identified and served consistent with 70 O.S. 2011, §1210.301. The Academy will work with the OSDE in identifying and reporting gifted/talented students through the annual gifted child count for the purpose of funding.



c. English Language Learners

Federal law requires that all English language learners be provided with an educational program that gives them (1) access to the core curriculum and (2) opportunities for English language development. Schools are given latitude in selecting program types and choosing whether to use the student's home language for instruction. As such, several program options are viable and will be assessed by the Academy staff to determine which option(s) are best suited for the Academy's population. Program options may include: Bilingual Education Programs, Transitional Bilingual Education, Maintenance Bilingual Education Immersion Education, Two-way Immersion Programs, Newcomer Programs, Sheltered English or Specially Designed Academic Instruction in English (SDALE), ESL Pull Out, English Language Development (ELD), and/or Structured English Immersion.

The Academy will 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 Academy will 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 Academy will employ and train teachers to provide appropriate services to English language learners. The Academy will establish and follow policies and procedures for identifying, assessing and exiting English language learners, consistent with all applicable state and federal law.

20. A description of co-curricular or extracurricular programs and how they will be funded and delivered.

To the extent allowed by law, the Academy intends to sign an agreement with Seminole Public Schools to allow Academy students the option of participating in its extracurricular activities. To the extent such agreement is not secured or authorized, the Academy will develop co-curricular and extracurricular activities, to include partnerships with the Seminole library system, various businesses, government offices, civic offices, arts organizations, health and research facilities/organizations, cultural and historical venues, sports organizations and other community resources to provide abundant, unique, co-curricular and extracurricular learning opportunities for students. The Academy plans to develop programs designed to offer students rigorous yet relevant extended curriculum opportunities that are not offered at other schools.

Access to technology and the use of personal devices may also be used to differentiate instruction and integrate 21st century learning skills into day-to-day classroom instruction. Widespread use of technology and devices outside of the instructional day may also provide co-curricular opportunities for students to increase their learning. For example, age and grade appropriate texts in a variety of Lexile levels will be available and, as previously noted, the use of technology and devices should permit students to have an even greater selection of books via digital resources.

Increased learning opportunities beyond the traditional instructional day will also be provided as faculty and students extend the use of technology with educational tools such as Google Docs or Edmodo, as explained in detail in Section 15 of this application.

The following co-curricular activities will also be provided to students at the Academy: Spanish/foreign language, robotics, art, and physical education, including the required elementary physical education requirements as mandated by law. These activities will be funded with public funds, as allowed by law,



and by private fundraising and donations as necessary to ensure equal opportunity for all students to participate in one or more of the activities of their choosing, as required by law, and/or as applicable to their grade/capacity.

Additionally, throughout the school year, students will be able to participate in a variety of extracurricular activities as part of the Student Enrichment Program. These programs include 4-H Club, foreign language clubs, art classes, music classes, sports clinics, and academic related clubs, such as math. These programs will be provided to students at no financial cost to their families.

The Academy is also exploring a community garden for one or more of its school sites, partnering with local organizations to support and fund the garden. For example, the garden could consist of raised beds filled with highly enriched planting soil, an outdoor kitchen, a chicken coop and a flowing water feature. During the growing season, students at the Academy could utilize the garden for applied learning activities multiple times each week. And, if necessary, the Academy's Foundation could assist with any funds necessary for maintenance of the community garden.

The Academy's Board will assess which co-curricular or extracurricular activities are appropriate to start and support the Academy. It is anticipated that fundraisers and private donations will be secured for extracurricular and/or co-curricular activities as necessary for these programs.

21. Plans and timelines for student recruitment and enrollment, including lottery procedures.

- A. In compliance with 70 O.S. 2011, § 3-140, the Academy charter shall have an open enrollment and freedom of choice and shall not limit admission based on ethnicity, national origin, gender, income level, disabling condition, proficiency in the English language, measures of achievement, aptitude, or athletic ability.
- B. The boundaries of the Academy are those of the Seminole Public Schools.
- C. The Academy will publish an application packet for parents and students describing eligibility for admission. See Appendix "I."
- D. Timeline
 - a. Establish and publish a deadline for the receipt of applications.
 - i. Students who reside within the Seminole School District will be accepted at any time and will be given priority for admissions. Applications for admission from students who reside outside of the District's boundaries and who desire to transfer to the School shall be submitted with appropriate transfer documents in accordance with the timelines set forth in the Education Open Transfer Act, 70 O.S. 2011, § 8-101.1, et seq.
 - ii. Applications for Emergency Transfers may be considered at any time in accordance with the law.
 - b. Applications will be received by the Head of School, who shall review and consider applications for approval.
 - c. The Head of School will notify parents/students in writing of approval or denial within 45 days of receipt of the completed application for admission.
 - d. Once admitted, the parent must complete the appropriate transfer documents in accordance with the law and District policy.
 - e. If the number of eligible and qualified applicants exceeds the capacity of the Academy, to include but not necessarily limited to, program capacity, the Academy will conduct a lottery in compliance with the applicable law. Those students that reside in the Seminole School District will be designated Priority Level #1 and will be given priority for admission. Priority Level #1 also includes any student of a sibling currently attending the Academy, or the child of a teacher and/or staff working at the Academy, or the child of a Board



member. The next consideration will be given to Priority Level #2, which includes any child who resides outside of the Seminole School District. The Academy will conduct a public lottery for any families desiring admission from the applicable Priority Level that are oversubscribed. The lottery may be conducted by grade, or any other applicable capacity limiting reason.

22. The student discipline policies for the charter school including those for special education students.

The teacher of a student attending the Academy has the same right as a parent or guardian to control and discipline a child during the time the child is in attendance at School, or in transit to or from the School, or any other school functions authorized by the School. Teachers assume the rights and responsibilities of parents in their absence. Teachers may determine necessary disciplinary procedures.

Discipline Policy

The Academy's discipline plan is based on the Above the Line Program. The goal is to promote a safe and caring environment where all students are taught the difference between appropriate and inappropriate behavior.

Behavior will be divided into three groups: Above the Line, Below the Line, and Bottom Line. The three behavior categories are listed below:

1. Above the Line
 - a. Be respectful
 - b. Be Responsible
 - c. Be Polite
 - d. Be Safe
 - e. Be Cooperative
 - f. Be a Worker
2. Below the Line
 - a. Swearing
 - b. Teasing
 - c. Budging in Line
 - d. Hitting
 - e. Uncooperative
 - f. Wasting Time
3. Bottom Line
 - a. Weapons
 - b. Vandalism
 - c. Racial Harassment
 - d. Assault
 - e. Use of Drugs
 - f. Sexual Harassment



Students are expected to demonstrate Above the Line Behaviors. If a student makes a bad behavior choice and falls Below the Line, the student will be expected to assume responsibility for the behavior. The teacher in charge will give students who choose a Below the Line Behavior a choice. They will be asked to "Fix It" or if they want a consequence for going Below the Line. If the child selects the "Fix It" option, the child will be expected to assume the responsibility for developing a plan for fixing the problem he/she has caused with his/her Below the Line Behavior.

When a child requests a consequence for a Below the Line Behavior, the consequence will be worked out with the child and the adult in charge. We do not have a standard consequence for every Below the Line Behavior.

A consequence will be generated for every situation following these guiding principles:

- The consequence must be Related to the behavior, delivered Respectfully, and it must be Reasonable.
- There are some behaviors that are considered totally inappropriate at School. These behaviors are considered Bottom Line Behaviors. A Bottom Line Behavior is a violation of state law, School policy, or any unacceptable behavior. When a student demonstrates a Bottom Line Behavior, it will require involvement by the administration, parents(s), guardian(s), and possibly a legal authority.

Any discipline of special education students will be in compliance with federal and state law, and consistent with the policies described in paragraph 19 herein and as allowed by any applicable law. To the extent the behavior of a special education student is a manifestation of their disability, the student may be disciplined or the behavior addressed as set forth in the student's IEP or as authorized by policy or law.

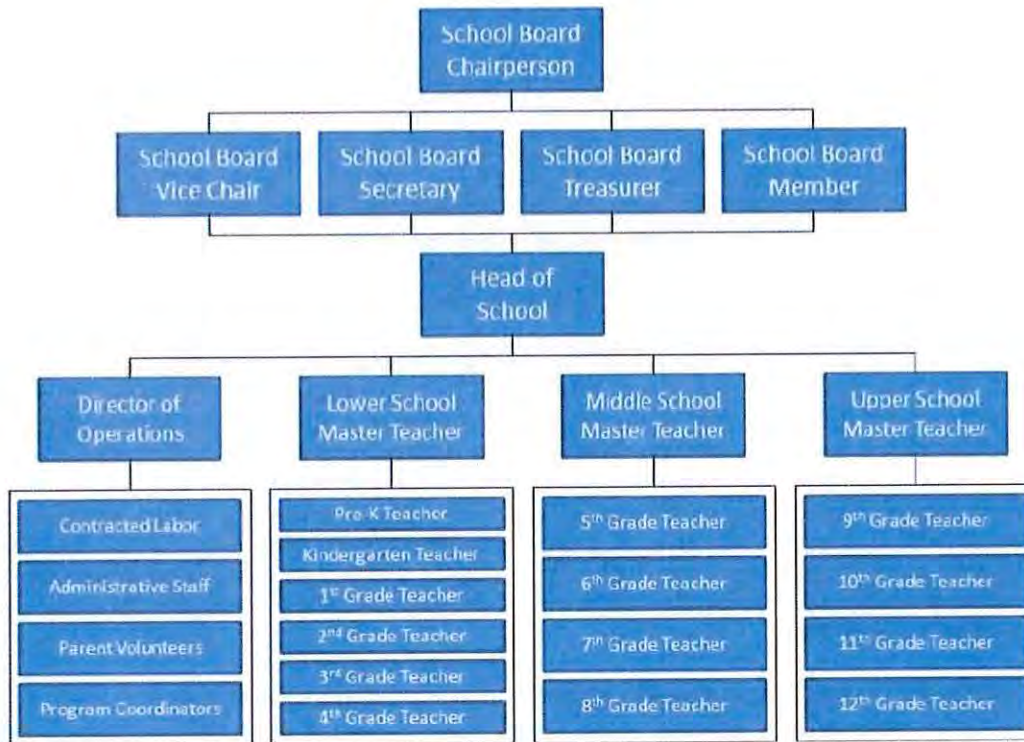
The Academy will comply with the student suspension requirements provided for in 70 O.S. §24-101.3.

The Board will adopt student discipline policies as required by law, to include, but not necessarily limited to, bullying, harassment, weapons-free school, drug-free campus, and student discipline.

23. An organizational chart that clearly presents the organizational structure of the charter school, including lines of authority and reporting between the governing board, staff, and any related bodies such as advisory bodies or parent and teacher councils and any external organizations that will play a role in managing the school.

The Academy provides the following illustrative example of its organizational chart. The Board is the governing body of the School. The Head of School, also known as the Superintendent, is the direct link to the Board. The Head of School and the staff reporting to the Head of School are anticipated to be employed by ResponsiveEd, as the charter management organization, which will report to the Board.

ORGANIZATIONAL CHART



24. A clear description of the roles and responsibilities for the governing board, the leadership and management team for the charter school and any other entities shown in the organizational chart.

The Board of the Academy will develop bylaws, and policies and procedures detailing roles and responsibilities of the Head of School, who will direct, supervise and evaluate teachers and administrators. The Board is responsible for all aspects of the planning, governance, and operation of the School.

ResponsiveEd, a charter management organization, will manage the Academy's day-to-day operations. The Academy will have a parent-teacher organization, opportunities for parent volunteers for each grade level to aide teachers, staff and administrators, as well as advisory boards as required by law.

25. The leadership and teacher employment policies for the charter school.

Employment Policies.

- a. **Employment Policies.** It is the policy of the School to seek and employ the best-qualified personnel without regard to race, religion, color, creed, national origin, citizenship, age, sex, disability, alienage, handicap, disability, genetic information, veteran's status, or parental, family or marital status. It is further the Academy's policy to ensure equal opportunity for the advancement of staff members and equal treatment in the areas of upgrading, training, promotion, layoff and termination. The Academy complies with all applicable equal opportunity laws and regulations administered by the U.S. Department of Education, the U.S. Department of



Labor and the U.S. Equal Employment Opportunity Commission. Qualified disabled individuals will not be excluded from the participation in, be denied the benefits of, or subjected to discrimination under any program or activity operated by or through the School solely by reason of disability. Administrators will make reasonable accommodations to the known physical or mental limitations of otherwise qualified disabled applicants or employees unless such accommodations impose undue hardship on the operation of School's programs and activities.

- b. **Employment of Faculty and Administration.** The employment qualifications as stated by an employee or prospective employee on an employment application or related information may be verified, and falsification of such information may jeopardize an employee's standing with the Academy or a prospective employee's likelihood of being hired. Upon employment by the Academy, all employees are required to complete any and all necessary financial forms and benefit applications as deemed necessary by the Academy or its designee.
- c. **Employment Status.** During her/his first year of teaching at the Academy, the faculty member will be a probationary employee, regardless of years of experience. If the faculty member is not notified in writing by June 30th of the school year that their contract will not be renewed, the teacher will be re-employed for the following year pursuant to a continuing contract.
- d. **Certification.** Every attempt will be made by the Academy to place fully certified teachers according to the State's Teacher Certification requirements, or highly qualified teachers in accordance with applicable law. Finally, the Academy will attempt to employ experienced teachers when possible. Experienced teachers will have more than three years of classroom teaching experience.
- e. **Employed "At-Will".** All employees of the Academy are at-will employees.
- f. **Faculty Orientation.** An orientation program will be formulated by the Head of School and will be conducted for new employees within two weeks of their employment or at the beginning of the school term. The program will provide general orientation concerning the Academy, its mission, goals and governance structure, as well as policies and procedures of the Academy.
- g. **Employee Resignations.** In the event that an employee finds it necessary to resign during the school term, the employee will give written notice to the Head of School and the Directors not less than two weeks before the effective date of the resignation, unless the Directors make an exception. In the event of termination of employment prior to the end of an employment contract, the employee will be only entitled to the prorated salary and benefits earned through the last date of employment. If an employee fails to give a minimum of two weeks' notice prior to the desired resignation date, that employee will forfeit compensation for any unused accrued vacation leave and benefits as it pertains to Supplemental Compensation or Leave Days. Such an employee remains eligible for any salary due, prorated to the date of resignation. Any employee may submit a grievance regarding dismissal, discipline, and termination pursuant to the grievance process outlined in the approved Policy and Procedure.
- h. **Duties.** Faculty may be assigned before/after school duties, playground duties, lunch duties, and transportation duties on a rotating basis by the Head of School, or designee, as the need for such duties are determined.
- i. **Reduction in Staff Workforce.** The Academy believes the needs of the students should be given first consideration in the event that it becomes necessary to reduce the number of employees. Other factors that will be considered are training, experience, special qualifications, interest and evaluations.



- j. **Professional Development.** The Academy will provide professional development, which may include, but not be limited to, the following: Classroom Management, Blood Borne Pathogens, Recognition and Reporting Requirements of Child Abuse and Neglect, School Safety, Bullying, Family Educational Rights and Privacy Act (FERPA), CPR, State Standards, School Policies and Procedures, and the Oklahoma State Testing Program Act. The Academy is agreeable to partnering with the Seminole School District to share professional development offerings that meet our common goals and/or needs.
- k. **Personnel protection against retribution and retaliation.** No employee of the School shall prohibit or discipline any other employee for
 - a. Refusing to act in violation of an established and well-defined public policy or for performing an act consistent with a clear and compelling public policy;
 - b. Reporting a violation of the Constitution or laws of the United States, the Constitution or laws of the State of Oklahoma, and reporting violations of the ordinances or Code of Seminole;
 - c. Reporting violations of School Policy or Regulations;
 - d. Reporting intentional misuse or destruction of the assets of this the School;
 - e. Reporting inappropriate conduct of any employee toward students, patrons or employees of this School; or
 - f. Reporting such information without giving prior notice to the employee's supervisor or anyone else in the employee's chain of command.
- l. **Employee grievance procedure.** The Board is committed to providing a process by which employees may file a grievance concerning the nature of their employment. The Board and Head of School shall do whatever is practicable to provide the proper environment for the positive resolution of employee concerns. In the event of a dispute involving employment or the implementation of the personnel policies, and after a good faith effort with the Head of School to thoroughly resolve the dispute, all employees may submit their complaint following the procedures outlined below. The good faith effort will include problem identification, possible solutions, selection of resolution, time-line for implementation, and follow-up. A written summary of the good faith effort will be included in the personnel file. Failure to follow the procedures and time-lines below constitutes a waiver of the employee's right to grieve.
 - a. The employee shall submit a statement in writing to the Head of School stating clearly the nature of their grievance. All pertinent facts and details shall be provided in this report that will assist the Head of School in his/her determination.
 - b. The Head of School will make a determination concerning the grievance and shall submit a written response to the employee.
 - c. If it is determined that a plan of action is required to resolve the grievance, this shall be stipulated in the response.
 - d. If the employee does not agree with the decision of the Head of School, the employee may appeal the decision of the Head of School to the Board or a Committee of the Board.
 - e. The Committee or the Board will review the original complaint and will determine if the Head of School followed proper procedure in determining a response to the grievance. The Committee or Board, in making its determination, may also review any written information, or logs of interviews or conversations with individuals that are submitted by the employee and the Head of School.



Employees of the Academy may participate as members of the Teachers' Retirement System of Oklahoma in accordance with applicable statutes and rules, if otherwise allowed pursuant to law.

The Academy may participate in all health and related insurance programs available to the employees of the sponsor of the charter school.

26. Proposed governing bylaws.

The Board approved and adopted the Bylaws attached as Appendix "J."

27. Explanations of any partnerships or contractual partnerships central to the operations or mission of the charter school.

As previously mentioned, the Board will contract with ResponsiveEd to manage the day-to-day operations of the Academy. The Academy's Board shall be the governing board of the School and shall retain ultimate oversight and responsibility of the School. To the extent authorized by the governing board and applicable law, ResponsiveEd will contract with Seminole State College and/or other entities and individuals for facilities and food service requirements. To the extent ResponsiveEd does not enter into said agreements, the governing board will secure such agreements. More information regarding food services is in the following section, Section 28, of this Application.

28. The plans for providing transportation, food service and all other significant operational or ancillary services.

A. Provision of Transportation

1. At the present time, the Academy does not intend to provide transportation for students. To the extent required by law, the Academy will explore options to assist families with transportation needs, such as with public/private partnerships or the use of public transportation.

B. Child Nutrition Services

1. The School's plans for providing food service for faculty and students.
 - a. The School will participate in one or more of the following: USDA National School Lunch Program, School Breakfast Program, After-School Snack Program, and Fresh Fruit and Vegetable Program in cooperation with the OSDE Child Nutrition Services under the provisions outlined in the Agreement for Food Services template that has been approved by USDA and the OSDE. It may participate via contract with a meal service vendor. The School shall be responsible for the Child Nutrition Agreement, Renewal Agreement, Permanent Policy Statement and all other reporting requirements required by USDA and/or the USDE. Meals will be prepared onsite and will follow the requirements of the National School Lunch Program.
 - b. No arrangements at this time have been made with any private agencies for food services.
2. Plan for meeting reporting requirements and for documenting annual sanitation certification.
 - a. The School shall comply with the Health Inspections of Kitchens Section 111 of the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265) amended Section 9(h) of the Richard B. Russell National School Lunch Act regarding health inspections required in schools participating in the NSLP or SBP.
 - b. The School must obtain at least two health inspections each school year. The inspections must be conducted by the Health Department. In addition, it must post, in a publicly visible location, the most recent health inspection and provide



a copy of the health inspection report to a member of the public upon request. If the School does not receive the required two inspections per year, the School shall contact the Health Department to request that the inspections be conducted; the date and name of the person spoken to concerning this matter shall be documented. The School shall report the number of health inspection annually to the OSDE through eClaims by the School prior to the submission of the September claim for reimbursement.

- c. Oklahoma law, Title 63 O.S. 2011, §§ 1-106.1(E) and 1-1118, and Title 75 O.S. 2011, § 314(C)(1), requires institutions such as the School to pay annual license renewal fees of \$100 per site to the Oklahoma State Department of Health. This fee is necessary to support the continued operation of food sanitation programs, including facility inspections conducted by the Health Department.
 - d. Procedures to process free/reduced lunch applications for eligible students. Staff will be trained in the Application Process, Benefit Issuance, Verification and Meal Counting and Claiming (ABVM) process annually as required by the USDA and OSDE. Free/reduced lunch applications will be distributed during the enrollment process and collected in a school office. Staff shall approve the application within 10 days of receipt of the application. Each application shall be approved either electronically through a computer-assisted application or shall be reviewed by two staff members to ensure that the application has been properly approved and that benefits have been properly assigned.
3. Describe the planned cafeteria or other eating facility to include description of equipment, sanitation, and capacity parameters.
- a. The School cafeteria shall be equipped with a kitchen to provide for on-site meal preparation. The kitchen will be pre-approved by the Seminole County Health Department and OSDE Child Nutrition Services prior to use. In compliance with sanitation requirements, the Academy shall follow Hazard Analysis and Critical Control Point (HACCP) System procedures (Reference USDA Policy Memo 2005-SP-21). Section 111 of the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265) amended Section 9(h) of the Richard B. Russell National School Lunch Act by requiring SFAs to implement a food safety program for the preparation and service of school meals served to children in the school year beginning July 1, 2005. The program must be based on HACCP principles and conform to guidance issued by USDA. All SFAs must have had a fully implemented food safety program no later than the end of the 2005-2006 school year. (Reference USDA Guidance on Developing a School Food Safety Program Based on the Process Approach to HACCP Principles—June 2005.) HACCP is a systematic approach to construct a food safety program designed to reduce the risk of foodborne hazards by focusing on each step of the food production process—receiving, storing, preparing, cooking, cooling, reheating, holding, assembling, packaging, transporting, and serving. The purpose of a school food safety program is to ensure the delivery of safe foods to children in the school meals program by controlling hazards that may occur or be introduced into foods anywhere along the flow of the food from receiving to service (food flow).
1. There are two types of hazards:
 - a. hazards specific to the preparation of the food, such as improper cooking for the specific type of food (beef, chicken, eggs, etc.) and
 - b. nonspecific hazards that affect all foods, such as poor personal hygiene. Specific hazards are controlled by identifying Critical Control Points (CCPs) and implementing measures to control the occurrence or

introduction of those hazards. Nonspecific hazards are controlled by developing and implementing Standard Operating Procedures.

- b. Standard Operating Procedures (SOPs)
 - i. During the Development of the School Food Safety Program, the School shall review the food service operations within the SFA and describe the facility, functions, and standard procedures for each. This initial review may include:
 - 1. Types of facilities in your SFA
 - 2. Existing SOPs
 - 3. Number and type of employees at the site
 - 4. Types of equipment
 - 5. Processes for food preparation
 - 6. Menu items
- c. Three main points are essential to developing this program:
 - i. Sanitation—Ensuring that all of the food preparation areas are clean and sanitary, such as workers' hands, utensils, and food contact surfaces. Avoid cross contamination.
 - ii. Temperature control—Ensuring that cold foods stay cold and hot stay foods hot. Cook to proper temperatures and hold at proper temperatures, and to record those temperatures. A basic, properly calibrated food thermometer (digital or dial) is needed to check for proper temperatures.
 - iii. SOPs—The School will create Standard Operating Procedures for sanitation and verify that proper temperatures are being observed as well as other aspects of a foodservice operation with consideration given to the following:
 - 1. General safety considerations
 - a. Prohibit bare hand contact with ready-to-eat (RTE) foods.
 - b. Store chemicals away from food and food-related supplies.
 - 2. Personnel
 - a. Require hand washing after restroom use, sneezing, coughing, or after performing any cleaning activity.
 - b. Develop a policy for restricting or excluding ill employees from food production or preparation areas.
 - 3. Product procurement
 - a. Follow recommendations for selecting vendors such as those found in state distributing agency vendor certification procedures.
 - b. Develop buyer product specifications.
 - 4. Receiving
 - a. Reject all cans with swollen sides or ends, flawed seals and seams, rust or dents.
 - b. Put perishable foods into the refrigerator or freezer immediately.
 - 5. Storing
 - a. Store all food and paper supplies six to eight inches off the floor.
 - b. Label all food with the name of the School and delivery date.



6. Transporting
 - a. Preheat transfer carts prior to use.
 - b. Limit transport travel time to a maximum of two hours.
7. Holding
 - a. Keep hot foods hot (above 135°F [Oklahoma Health Department requirement]) and cold foods cold (below 41°F).
8. Preparation
 - a. Do not keep food in the danger zone (between 41°F and 135°F) for more than four hours.
 - b. Handle food with utensils; clean, gloved hands or clean hands. (Bare hand contact with food during preparation should be limited. Bare hand contact with RTE foods should be prohibited.)
9. Cleaning/Sanitizing
 - a. Use clean water, free of grease and food particles.
 - b. Keep wiping cloths in sanitizing solution while cleaning.
10. Cooking and documenting temperatures
 - a. Record all temperatures when they are taken.
 - b. Use only a clean and sanitized thermometer when taking internal temperatures of foods.
11. Cooling
 - a. Containers: cover loosely so that heat can escape quickly.
 - b. Keep cold foods cold by pre-chilling ingredients for salads.
12. Reheating
 - a. Transfer reheated food to hot-holding equipment only when the food reaches the proper temperature.
 - b. Use only cooking ranges, ovens, steamers, and microwave ovens to reheat foods. Use hot-holding equipment only to maintain temperature and not for rapidly heating food.

The Academy shall comply with applicable laws concerning food services at its school sites.

29. Opportunities and expectations for parental involvement.

1. The Board will hold open meetings with public participation where parents can address the Board.
2. The Head of School will plan regular meetings with parents.
3. The Head of School will work with parents to establish a site Parent Teacher Organization.
4. Increased learning opportunities beyond the traditional instructional day will be provided as faculty and students extend the use of technology with educational tools such as Google Docs and/or Edmodo. These tools also allow parents the opportunity to become more involved in their child's education and have immediate access to, and easy communication with, teachers and the school. (See Section 15 for more detailed information.)
5. Parents may volunteer at School sites.
6. Parents may serve on advisory boards as provided by law.



30. A detailed school start-up plan that identifies tasks, timelines, and responsible individuals.

The Board is responsible and intends to adhere to the following schedule and tasks in the lead up to opening the School in the fall of 2017. The Board may delegate some of these tasks to its management company, such as staffing and curriculum. The Board also plans to work with its Foundation, including Mr. Campbell, to secure the resources to complete other tasks, such as securing the necessary equipment. The following is a summary of the tasks and timelines for the School's startup:

Spring 2017 Activities/Focus areas:

1. Curriculum (e.g., instructional materials, supplies)
2. Staffing (e.g., teachers hired, appropriate licenses)
3. Facilities (e.g., inspections, certificate of occupancy)
4. Equipment (e.g., classroom furniture, computers)
5. Special needs services (e.g., process for identifying students, plans for providing services)
6. Health services (e.g., on-site health care, plans for dispensing medications)
7. Insurance (e.g., appropriate coverage has been acquired)
8. Release enrollment application
9. Create student handbook

Fall 2017 Activities/Focus areas:

1. Pending successful completion of all implementation items, authorizer approves School for opening
2. Newly chartered school commences operation consistent with the District's calendar for School Year 2017-2018
3. All documents, policies and compliance checks which are required hereby but not yet furnished to Sponsor

31. A description of the financial plan and policies for the charter school, including financial controls and audit requirements.

The Academy shall contract with an auditor to complete the annual school audit. The auditor shall be approved by the State Auditor and Inspector. The audit shall be completed and reported to the OSDE as required by law.

The Academy shall comply with all financial reporting requirements throughout the year. The Academy recognizes that the OSDE uses a variety of reporting requirements to collect data used in the State Aid Funding Formula, including the Application for Accreditation (bilingual counts), Gifted Education Report (gifted student count), IDEA Child Count (weighted Special Education counts), National School Lunch Program (Low Income Child counts/Economically Disadvantaged counts, also used to calculate federal funding under Title I, Title II, and IDEA), First Quarter Statistical and Annual Statistical Reports (Weighted Average Daily Membership and Average Daily Attendance for the State Aid Formula). Furthermore, the Academy understands the FR3 report of revenue and expenditures as well as the Estimate of Needs must be submitted annually.

The Academy will implement a standard cost accounting system in compliance with Oklahoma statutes and OSDE regulations and will utilize an OSDE approved OCAS system to track and report revenue and expenditures. Furthermore, the Board will adopt financial policies and a standard process for the approval of expenditures as required by the law.



32. A description of the insurance coverage the charter school will obtain.

The School shall purchase all insurance as required by federal and state statute. The School shall participate in Unemployment Insurance and Workers Compensation programs as required by statute. The School shall purchase liability insurance, property insurance, and surety bonds on staff that are responsible for the control of finances to the extent required by Oklahoma statutes.

The School shall participate in the Oklahoma State Education Employees Group Insurance Board for health coverage. All other insurance coverage shall be procured through the procurement process approved by the Board. Copies of individual policies shall be forwarded once they are fully executed.

33. Start-up and five-year budgets with clearly stated assumptions.

See Appendix "B."

34. Start-up and first-year cash flow projections with clearly stated assumptions.

See Appendix "B."

35. Evidence of anticipated fundraising contributions.

The Academy will be applying for several grants to support the School, including, but not limited to, the Walton Family Foundation, Enviro Systems, Inc. and the Inasmuch Foundation. It also will pursue private funding from various individuals interested in advancing rural Oklahoma education. The Academy anticipates to raise \$2 million in funding by March 2017.

36. A sound facilities plan, including backup or contingency plans.

This was previously addressed in Section 8 of this Application.

37. Board member addresses, meeting locations, and meeting dates (to be no less than four times per year).

The Board shall meet no less than quarterly and shall comply with the provisions of the Oklahoma Open Meeting Act. The dates have not been scheduled for the School's Board meetings as it is awaiting approval of this Application. However, the number of meetings shall comply with the law. Further, a majority of the Board are residents within the geographic boundary of the sponsoring entity. Board members and their addresses are as follows:

- **Lee Denney**, 834 East 6th, Cushing, OK 74023
- **Barbara Adams**, 1030 Reid Circle, Seminole, OK 74868
- **Daniel Wyatt**, 422 Beals Place, Seminole, OK 74868

Board Meetings will be held at The Academy of Seminole High School. The High School will be on the main campus of Seminole State College and within the Seminole School District.

The Board will be subject to the same conflict of interest requirements as a member of the school board.



38. A statement declaring the charter school's intent to faithfully adhere to the Oklahoma Open Meeting Act and Oklahoma Open Records Act.

The Board will comply with the Oklahoma Open Meeting Act and the Oklahoma Open Records Act and regularly consult with legal counsel relating thereto.



Appendix A

Board Member Biographies

BIOGRAPHY OF REPRESENTATIVE LEE DENNEY

Representative Denney is from Cushing, OK and has been in office for 12 years, serving District 33 and is terming out this year.

Representative Denney serves as Speaker Pro Tempore for the Oklahoma House of Representatives. Previously she has served as the Assistant Majority Floor Leader and Chair of the Appropriations Subcommittee on Common Education as well as serving on many other committees.

Rep. Denney is also a Veterinarian, having earned a BS in agricultural economics and doctorate in veterinary medicine from Oklahoma State University. Currently she is an instructor for the Veterinary Technology Program at the OSU/OKC campus.

Some of the awards Representative Denney has been honored with are by the Journal Record as one of the states "50 Women Making a Difference". She has also received the Distinguished Service Award presented by the Oklahoma State Regents for Higher Education and the Kate Barnard award.

Representative Denney has two children: Will is currently working in web design; Kate is married to Craig Kupiec, and is a clinical pharmacist. Kate and Craig have blessed Pro Tem Denney with her first grandchild over a year ago and have another child on the way.

BIOGRAPHY OF DANIEL WYATT

Daniel Wyatt is 29 years old and has been married for 11 years to his beautiful wife, Stacie Wyatt. They have two young children; Alexis Ann who is 7 and Daniel Joseph Jr. (DJ) who is 6. Both of their kids are unique and driven, which they attributed to strong parental support, and influential friends and family. DJ already has plans to be an Engineer when he grows up, and Alexis is debating between being a doctor or a teacher. Daniel and his family have lived in Seminole since 2006 and purchased their first home in 2008. They love the small town life and enjoy raising their family there.

Daniel has worked in the Aviation industry for 10 years; while being blessed to work with one of the greatest manufacturing companies in the world. He has also been presented with opportunities to succeed within the company throughout the years. He is currently the Director of Customer Business, before this he held positions as Materials Manager, Cost Analyst and Contracts Administrator.

Due to encouragement and opportunities presented by a man Daniel held in high regard, he went to school at night for 6 years, while working full-time, to earn his MBA (2014) and Bachelors in Business (2012) from St. Gregory's University. Before attending St. Gregory's, he earned his Associates Degree from Seminole State College (2010). It is Daniel's belief to continually learn and seek wisdom for those who impact his life in a positive manner. He promises to continue to grow in leadership and excellence, while challenging and developing himself and others along the way. His goal is to make sure those he helps are prepared in life when an opportunity is presented.

Adams, Barbara



1030 Reid Cir Seminole, Ok 74868
405-313-7774
Barbara.hinson@gmail.com

11/1/2016

Barbara Adams is a 35 year old mother of three, with one on the way. All three of her children currently attend the Seminole Public School System in the 2nd, 7th, and 8th grades. Her children participate in several of the community's extracurricular activities, such as the Academic Team, Softball, Football, Basketball, Track, and Upward Sports. They are a Christian based family and attend First Baptist Church in Seminole.

Barbara graduated from Tecumseh High School, and moved to Seminole in 2007 when she and her husband, Mark, purchased a house. Barbara and her family have lived in Seminole for 9+ years now.

Barbara received her Associates of Business in Science from Seminole State College. After graduating, she attended St. Gregory's University in Shawnee and is close to completing her Bachelors of Business Administration. Barbara worked in Seminole for 3 years as a bookkeeper and payroll coordinator, before transitioning to Shawnee to be a Clinic Accountant.





Appendix B

Financials



Appendix B

| The Academy of Seminole - Financial Summary | | | | | | |
|---|--|---------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| | | 2017 | 2018 | 2019 | 2020 | 2021 |
| Expenses/Revenues | | | | | | |
| Sum Facility Expenses | | \$89,000.00 | \$110,000.00 | \$200,000.00 | \$170,000.00 | \$170,000.00 |
| Sum Operating Expenses | | \$119,000.00 | \$172,500.00 | \$226,000.00 | \$234,000.00 | \$150,000.00 |
| Sum Salaries/Benefits | | \$356,800.00 | \$900,800.00 | \$1,432,000.00 | \$1,995,200.00 | \$2,552,000.00 |
| Total Expenses | | \$564,800.00 | \$1,183,300.00 | \$1,858,000.00 | \$2,399,200.00 | \$2,872,000.00 |
| | | | | | | |
| Sum Revenues | | \$822,560.00 | \$1,366,460.00 | \$1,859,140.00 | \$2,063,000.00 | \$2,888,200.00 |
| Total Revenues | | \$822,560.00 | \$1,366,460.00 | \$1,859,140.00 | \$2,063,000.00 | \$2,888,200.00 |
| | | | | | | |
| SUM EXPENSES/REVENUES | | \$257,760.00 | \$183,160.00 | \$1,140.00 | -\$336,200.00 | \$16,200.00 |
| Cumulative Expenses / Revenues | | \$257,760.00 | \$440,920.00 | \$442,060.00 | \$105,860.00 | \$122,060.00 |



Appendix B (con't)

The Academy of Seminole Detailed Financial Summary based on Maximum Enrollment

| | 2017 | 2018 | 2019 | 2020 | 2021 |
|--|---------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Facility Expenses | | | | | |
| Building Lease | \$24,000.00 | \$40,000.00 | \$100,000.00 | \$100,000.00 | \$100,000.00 |
| Technology | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 |
| Internet and Phone should use E-Rate | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 |
| Insurance | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 |
| Furniture | \$15,000.00 | \$15,000.00 | \$35,000.00 | \$5,000.00 | \$5,000.00 |
| Other | \$10,000.00 | \$15,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 |
| SUM FACILITY EXPENSES | \$89,000.00 | \$110,000.00 | \$200,000.00 | \$170,000.00 | \$170,000.00 |
| | | | | | |
| | 2017 | 2018 | 2019 | 2020 | 2021 |
| Operating Expenses | | | | | |
| Teaching Supplies | \$25,000.00 | \$35,000.00 | \$45,000.00 | \$45,000.00 | \$45,000.00 |
| Text Books | \$24,000.00 | \$60,000.00 | \$96,000.00 | \$104,000.00 | \$20,000.00 |
| Manipulatives | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 |
| Copier and Printers | \$15,000.00 | \$22,500.00 | \$30,000.00 | \$30,000.00 | \$30,000.00 |
| Computers/lpads/Chromebooks, etc... | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 |
| PE/Play Equipment | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 |
| Paper, Construction Paper, Laminating Film | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 |
| SUM OPERATING EXPENSES | \$119,000.00 | \$172,500.00 | \$226,000.00 | \$234,000.00 | \$150,000.00 |
| | | | | | |
| | 2017 | 2018 | 2019 | 2020 | 2021 |
| Salaries and Benefits | | | | | |
| Headmaster (includes benefits) | \$120,000.00 | \$120,000.00 | \$120,000.00 | \$120,000.00 | \$120,000.00 |
| Teachers | \$192,000.00 | \$512,000.00 | \$896,000.00 | \$1,280,000.00 | \$1,792,000.00 |
| Exec Staff | \$0.00 | \$102,400.00 | \$204,800.00 | \$307,200.00 | \$307,200.00 |
| Admin | \$44,800.00 | \$89,600.00 | \$134,400.00 | \$134,400.00 | \$179,200.00 |
| Counselor | \$0.00 | \$76,800.00 | \$76,800.00 | \$153,600.00 | \$153,600.00 |
| SUM SALARIES/BENEFITS | \$356,800.00 | \$900,800.00 | \$1,432,000.00 | \$1,995,200.00 | \$2,552,000.00 |
| | | | | | |
| | 2017 | 2018 | 2019 | 2020 | 2021 |
| Revenues | | | | | |
| Per Student Calculation | \$247,560.00 | \$866,460.00 | \$1,609,140.00 | \$2,063,000.00 | \$2,888,200.00 |
| Startup Grant - WFF | \$325,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Startup Grant - ARE | \$250,000.00 | \$500,000.00 | \$250,000.00 | \$0.00 | \$0.00 |
| Other | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Other | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Other | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| SUM REVENUES | \$822,560.00 | \$1,366,460.00 | \$1,859,140.00 | \$2,063,000.00 | \$2,888,200.00 |
| | | | | | |
| | 2017 | 2018 | 2019 | 2020 | 2021 |
| Expenses/Revenues | | | | | |
| Sum Facility Expenses | \$89,000.00 | \$110,000.00 | \$200,000.00 | \$170,000.00 | \$170,000.00 |
| Sum Operating Expenses | \$119,000.00 | \$172,500.00 | \$226,000.00 | \$234,000.00 | \$150,000.00 |
| Sum Salaries/Benefits | \$356,800.00 | \$900,800.00 | \$1,432,000.00 | \$1,995,200.00 | \$2,552,000.00 |
| Total Expenses | \$564,800.00 | \$1,183,300.00 | \$1,858,000.00 | \$2,399,200.00 | \$2,872,000.00 |
| | \$247,560.00 | \$866,460.00 | \$1,609,140.00 | \$2,063,000.00 | \$2,888,200.00 |
| Sum Revenues | \$822,560.00 | \$1,366,460.00 | \$1,859,140.00 | \$2,063,000.00 | \$2,888,200.00 |
| Total Revenues | \$822,560.00 | \$1,366,460.00 | \$1,859,140.00 | \$2,063,000.00 | \$2,888,200.00 |
| | | | | | |
| SUM EXPENSES/REVENUES | \$257,760.00 | \$183,160.00 | \$1,140.00 | -\$336,200.00 | \$16,200.00 |
| | | | | | |
| Cuml Cash Flow | \$257,760.00 | \$440,920.00 | \$442,060.00 | \$105,860.00 | \$122,060.00 |



Appendix B (con't)

| | Assumptions | | | | | |
|-------------------------|-------------|----------------|-------|-------|-------|-------|
| | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 |
| Atten | 60 | 210 | 390 | 500 | 700 | 700 |
| Grades | 11,12 | PK-3 and 10-12 | PK-12 | Pk-12 | Pk-12 | Pk-12 |
| # of Grades | 2 | 6 | 14 | 14 | 14 | 14 |
| # of students per grade | 30 | 40 | 50 | 50 | 50 | 50 |

| | | | | | | |
|---------------|----------|----------|----------|----------|----------|----------|
| Rev / Student | \$ 4,126 | \$ 4,126 | \$ 4,126 | \$ 4,126 | \$ 4,126 | \$ 4,126 |
|---------------|----------|----------|----------|----------|----------|----------|

| | | | | | | |
|--------------|------------|------------|--------------|--------------|--------------|--------------|
| Rev from SOO | \$ 247,560 | \$ 866,460 | \$ 1,609,140 | \$ 2,063,000 | \$ 2,888,200 | \$ 2,888,200 |
|--------------|------------|------------|--------------|--------------|--------------|--------------|

Staff

| | | | | | | |
|-----------------------|---|---|----|----|----|----|
| Headmaster | 1 | 1 | 1 | 1 | 1 | 1 |
| Teachers / Special Ed | 3 | 8 | 14 | 20 | 28 | 28 |
| Exec Staff | 0 | 1 | 2 | 3 | 3 | 3 |
| Admin | 1 | 2 | 3 | 3 | 4 | 4 |
| Counselor | 0 | 1 | 1 | 2 | 2 | 2 |

Salary and Benefits

| | | | | | | |
|------------|------------|------------|------------|------------|------------|------------|
| Headmaster | \$ 120,000 | \$ 120,000 | \$ 120,000 | \$ 120,000 | \$ 120,000 | \$ 120,000 |
| Teachers | \$ 64,000 | \$ 64,000 | \$ 64,000 | \$ 64,000 | \$ 64,000 | \$ 64,000 |
| Exec Staff | \$ 102,400 | \$ 102,400 | \$ 102,400 | \$ 102,400 | \$ 102,400 | \$ 102,400 |
| Admin | \$ 44,800 | \$ 44,800 | \$ 44,800 | \$ 44,800 | \$ 44,800 | \$ 44,800 |
| Counselor | \$ 76,800 | \$ 76,800 | \$ 76,800 | \$ 76,800 | \$ 76,800 | \$ 76,800 |

Salary and Benefits Cuml

| | | | | | | |
|------------|------------|------------|------------|--------------|--------------|--------------|
| Headmaster | \$ 120,000 | \$ 120,000 | \$ 120,000 | \$ 120,000 | \$ 120,000 | \$ 120,000 |
| Teachers | \$ 192,000 | \$ 512,000 | \$ 896,000 | \$ 1,280,000 | \$ 1,792,000 | \$ 1,792,000 |
| Exec Staff | \$ - | \$ 102,400 | \$ 204,800 | \$ 307,200 | \$ 307,200 | \$ 307,200 |
| Admin | \$ 44,800 | \$ 89,600 | \$ 134,400 | \$ 134,400 | \$ 179,200 | \$ 179,200 |
| Counselor | \$ - | \$ 76,800 | \$ 76,800 | \$ 153,600 | \$ 153,600 | \$ 153,600 |

| | | | | | | |
|-------|------------|------------|--------------|--------------|--------------|--------------|
| Total | \$ 356,800 | \$ 900,800 | \$ 1,432,000 | \$ 1,995,200 | \$ 2,552,000 | \$ 2,552,000 |
|-------|------------|------------|--------------|--------------|--------------|--------------|



Appendix C

Communication & Agreement with Seminole State College

SSC Academic Facility Use Fees

Rental and special fees for groups and individuals wishing to use Seminole State College academic facilities are provided below. Hourly fees begin when the user's preparation limits the use of the facility by others and ends following total departure from the facility to the point where it is usable by other groups. Fees are due and payable prior to facility use.

We need two classrooms on the main campus within the Seminole School District.

| <u>FACILITY</u> -Please Circle | <u>FEES</u> -Please Circle |
|--------------------------------------|--|
| Library, Auditorium or Seminar Rooms | \$15 per hour |
| Johnston Fine Arts Center | \$50 minimum (for one hour or less) and \$25 per hour thereafter to a daily maximum of \$250 |
| Campus Computer Labs | \$50 per hour to daily max of \$150 |
| Campus Classrooms/Meeting Rooms | \$10 per hour to daily maximum of \$50 per day, or \$1,000 per month |

Additional Fees

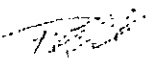
Additional charges from \$50.00 to \$100.00 may be assessed for technical support. Groups or individuals renting the facility may be held financially responsible for any damages to facility.

1. Organization Name Advance Rural Education Foundation
2. Person making request (Name, Address & Telephone Number) Paul Campbell, P.O. Box 2308, Seminole, OK 74818, 405-834-5020
3. Date & Time Use Will Begin Need access in May 2017 and school begins August 2017
4. Est. Date & Time Use Will End Indefinitely
5. Brief Description of Event (Who will attend, How many expected, Purpose of event, Is there an intent to make a profit on the event) Expecting up to 60 + staff for the first year, Purpose is for The Academy of Seminole High School
There is NO intent to make a profit.
6. Equipment & Technical Support needed none.


I do not need the assistance of SSC Technical Support Personnel for this event


Signature

I do need the assistance of SSC Technical Support and I understand that this Tech Support involves an additional fee


Signature

Deposit \$ _____ Facility Clean up \$ _____ Technical Support \$ _____
Total Amount \$ _____ Date Paid _____

Event Approval 

Date 10-28-16

From: Rebecca Nolte
Sent: Friday, October 28, 2016 2:47 PM
To: Robin Crawford; Paul Campbell
Cc: Thomas Mills; Jim Utterback
Subject: RE: [EXT] SSC Facility use agreement

Great! Thank you, Robin.

Regards,
Rebecca

Rebecca Nolte
Executive Assistant,
Office of the President and CEO

Enviro Systems, Inc., A Zodiac Aerospace Company
12037 North Highway 99 | Seminole, OK 74868
P (405) 382-0731 ext 177 | F (405) 382-0737 | M (405) 432-3209 | RNOLTE@enviro-ok.com

From: Robin Crawford [<mailto:R.Crawford@sscok.edu>]
Sent: Friday, October 28, 2016 2:46 PM
To: Rebecca Nolte
Cc: Thomas Mills; Jim Utterback
Subject: RE: [EXT] SSC Facility use agreement

Good afternoon Ms. Rebecca - I have received the request and this request has been approved by Dr. Mills.

Regards,

Robin
*Administrative Assistant for the
Vice President of Academic Affairs
Seminole State College
405.382.9210
405.382.9580 fax
2701 N. Boren Blvd.
Seminole, Oklahoma 74868
r.crawford@sscok.edu*

Appendix C (con't)

From: Rebecca Nolte [<mailto:rnolte@enviro-ok.com>]
Sent: Friday, October 28, 2016 2:35 PM
To: Robin Crawford <R.Crawford@sscok.edu>
Cc: Paul Campbell <pcampbell@enviro-ok.com>; Thomas Mills <t.mills@sscok.edu>
Subject: RE: [EXT] SSC Facility use agreement

Hi Robin – Please find attached the completed form and let me know if you need anything else.

Regards,
Rebecca

--

Rebecca Nolte
Executive Assistant,
Office of the President and CEO

Enviro Systems, Inc., A Zodiac Aerospace Company
12037 North Highway 99 | Seminole, OK 74868
P (405) 382-0731 ext 177 | F (405) 382-0737 | M (405) 432-3209 | RNOLTE@enviro-ok.com

From: Paul Campbell
Sent: Friday, October 28, 2016 2:13 PM
To: Rebecca Nolte
Subject: Fwd: [EXT] SSC Facility use agreement

Paul Campbell
405-834-5020

Begin forwarded message:

From: Robin Crawford <R.Crawford@sscok.edu>
Date: October 28, 2016 at 2:06:46 PM CDT
To: Paul Campbell <pcampbell@enviro-ok.com>
Cc: Thomas Mills <t.mills@sscok.edu>
Subject: [EXT] SSC Facility use agreement

Dear Mr. Campbell,

Complete and return to this office and just wanted you to know that there is no penalty for cancellations.

Sincerely,

Robin D. Crawford
Administrative Assistant for the
Vice President of Academic Affairs
Seminole State College
405.382.9210
405.382.9580 fax
2701 N. Boren Blvd.

Seminole, Oklahoma 74868

r.crawford@sscok.edu

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"The information contained herein is confidential and/or proprietary and could be subject to U.S. Export laws and / or controlled by the US International Traffic in Arms Regulation (ITAR) 22 CFR part 120-130. It is intended only for the use of the individual(s) to whom this e-mail has been addressed. If you are not the intended recipient you should delete this document and you are hereby notified that any disclosure, dissemination, reproduction or further viewing of this e-mail without permission from the author is strictly prohibited. Enviro Systems takes no responsibility, either direct or indirect, for any unauthorized dissemination of such data or materials. "



Appendix D

Letter of Intent

**35384 Hwy 9
Seminole, OK**



RKR Exploration, Inc.
PO Box 1688
Seminole, OK 74818-1688

Advance Rural Education
PO Box 2308
Seminole, OK

Subject: Letter of Intent - Property

The purpose of this letter is to express my intent to sell our property to Advance Rural Education for use of The Academy of Seminole.

Property Description: Property is located at 35384 Hwy 9, Seminole, OK in the Seminole School District.

Buyer Information: Advance Rural Education Foundation

Purchase Price: TBD

The main purpose of this letter is to serve as a description of intent to purchase the above-mentioned property and it is not affected as binding on either side.

Sincerely,

Zack Taylor

RKR Exploration

Office
Phone (405) 382-2070
Fax (405) 382-2071
Email: rkrexploration@sbcglobal.net

Kenny Taylor Home (405) 382-6938
Cell (405) 380-8515

Rick Taylor Home (405) 382-6810
Cell (405) 380-8223



Appendix E-1

**Letter of Intent
2501 John St.
Seminole, OK**

10/31/2016

Advance Rural Education
PO Box 2308

Seminole, OK

Subject: Letter of Intent - Property

The purpose of this letter is to express my intent to lease our property to Advance Rural Education for use of The Academy of Seminole.

Property Description: Property is located at 2501 John St., Seminole, OK in the Seminole School District.

Buyer Information: Advance Rural Education Foundation

Lease Price: TBD

This letter is not binding on either side and any agreement would need to be approved by both ARE's and Temple of Praise's respective board of directors.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Nance', written over the word 'Sincerely,'.

Jeff Nance

Pastor, Temple of Praise



Appendix E-2

Legal Land Descriptions of Hamilton Property

*Bowling
Alley*

Address: 1400 E. Broadway, Seminole, Oklahoma 74868

Legal Description: A tract of land lying in the Southwest Quarter of the Northeast Quarter (SW/4 NE/4) and the Southeast Quarter of the Northeast Quarter (SE/4 NE/4) of Section 27, Township 9 North, Range 6 East of the Indian Meridian, Seminole County, Oklahoma and further described as beginning on the North Right-of-way line of US Highway 270, 8.05 feet East and 195.70 feet North of the Southwest corner of said SE/4 NE/4; thence N3°54'56"W a distance of 300.00 feet; thence N86°05'04"E and parallel to the North Right-of-Way line of US Highway 270 a distance of 300.00 feet; thence S3°54'56"E a distance of 100.00 feet; thence S86°05'04"W and parallel to the North Right-of-Way line of US Highway 270 a distance of 150.00 feet; thence S3°54'56"E a distance of 200.00 feet to the North Right-of-Way line of US Highway 270; thence S86°05'04"W on said North Right-of-Way line a distance of 150.00 feet to the point of beginning; AND

*Harvey
Road*

A tract of land lying in the Southeast Quarter of the Northeast Quarter (SE/4 NE/4) of Section 27, Township 9 North, Range 6 East of the Indian Meridian, Seminole County, Oklahoma and further described as beginning 206.20 feet N00°03'05"W and 157.71 feet S89°54'08"E of the Southwest corner of said SE/4 NE/4, said point also being on the North Right-of-Way line of US Highway 270; thence N3°54'56"W and perpendicular to said Right-of-Way line a distance of 200.00 feet; thence N86°05'04"E and parallel to said Right-of-Way line a distance of 150.00 feet; thence S3°54'56"E and perpendicular to said Right-of-Way line a distance of 200.00 feet to the North Right-of-Way line of US Highway 270; thence S86°05'04"W on said Right-of-Way line a distance of 150.00 feet to the point of beginning.

Further described as, SURFACE ONLY

A tract of land beginning 1219 feet North of the Southeast Corner of SE/4 NE/4 of Section 27, Township 9 North, Range 6 East, Seminole County, Oklahoma; thence West 750 feet; thence South 313 feet; thence East 40 feet; thence North 46 feet; thence East 460 feet; thence North 172 feet; thence East 250 feet; thence North 95 feet to point of beginning, Seminole County, Oklahoma.



Appendix F

Community/Charter Support

1

11 22

Sign below if you support our effort to start a new public charter school for Seminole.

Name: _____

The Academy of Seminole

The Academy of Seminole is starting a new public charter school for the Seminole area for the 2017-2018 school year.

Sign below if you support our effort to start a new public charter school for Seminole.

Appendix F (con't)

| Name: | Address: | Zip Code: |
|-------------------|--------------------------------|-----------|
| Stephanie Taylor | 35782 EW 1190, Seminole, OK | 74868 |
| Rebecca NoHe | 35646 EW 1307 Rd, Seminole, OK | 74868 |
| Dee'L Baldwin | 36725 EW 1310 Wewaka OK | 74884 |
| Lisa Mijers | 12289 N5 3520 Seminole, OK | 74848 |
| Megan Silvera | 1302 Roid St. Seminole, OK | 74868 |
| Andrian Martis | 1814 ELKS Rd. Seminole OK | 74868 |
| Kyle Joud | 2025 Ideal St Seminole OK | 74868 |
| W. M. Luke Martin | 1814 ELKS Rd Seminole OK | 74868 |
| Celia Ayia | 816 McKinley St Seminole OK | 74868 |
| Deanna Thomas | P.O. Box 588 Seminole, OK | 74868 |
| Benny Thomas | 8080 588 Seminole, OK | 74868 |
| Mark Akison | 1401 Baran Blvd. | 74868 |
| Myresha Smith | 333 HIDDEN LAKE DR | 74868 |
| Gregory D. Votaw | 13167 N5 357 Seminole, OK | 74868 |

The Academy of Seminole

The Academy of Seminole is starting a new public charter school for the Seminole area for the 2017-2018 school year.

Sign below if you support our effort to start a new public charter school for Seminole.

| Name: | Address: | Zip Code: |
|--------------------|---------------------------------|-----------|
| Gared Byrns | 1408 Eureka St, Seminole, OK | 74868 |
| <i>[Signature]</i> | 2212 Northwood St. Seminole, OK | 74868 |
| Penney Tucker | 1302 Reid St. Seminole, OK | 74868 |
| <i>[Signature]</i> | 35782 EW 1190 Seminole, OK | 74868 |
| Deid Post | 840 W. Wrangler Blvd. | 74868 |
| <i>[Signature]</i> | 2206 COURAGE, SEMINOLE | 74868 |
| Wike Stephen | 1209 NS 3625 Seminole | 74868 |
| Julie Green | 12034 N. Hwy 99 Seminole | 74868 |
| <i>[Signature]</i> | 35233 Ew 1310 Mauld. OK | 74854 |
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5

Sign below if you support our effort to start a new public charter school for Seminole.

[illegible]

5

Sign below if you support our effort to start a new public charter school for the children of Seminole.

[illegible]

5

The Academy of Seminole is starting a new public charter school for the 2017-2018 school year.

Sign below if you support our effort to start a new public charter school for the children of Seminole.

[illegible]

The Academy of Seminole

The Academy of Seminole is starting a new public charter school for the 2017-2018 school year.

Sign below if you support our effort to start a new public charter school for the children of Seminole.

| Name: | Address: | Zip Code: |
|-----------------|--------------------------------|-----------|
| Heidi Moore | 11641 N Highway 99 Seminole OK | 74868 |
| Carolyn Moore | 11641 N Highway 99 Seminole OK | 74868 |
| Blake Vofan | 1325 Haskell Ave. Seminole OK | 74868 |
| Alycia Anderson | 602 N 4th St. Okemah, OK | 74859 |
| Wendy Torkin | 602 N 4th St. Okemah, OK | 74859 |
| Michael C | 3570 Rv. Seminole, OK | 74868 |
| Herald Benge | 109133 H. 3720 Rd OK | 74859 |
| Russell Gurn | 109062 N. 3610 Rd. Padem, OK | 74860 |
| Craig A. Hester | 1912 8th St. Prague OK | 74864 |
| Walter Carson | 36045 Ew 1250 Seminole OK | 74868 |
| Robert Carson | 35614 Ew 1260 Seminole OK | 74868 |
| Samuel Carson | 1721 Arrived Dr Seminole OK | 74868 |
| Jason Redding | 4500 Churchill Shawnee, OK | 74804 |
| Bridget Carson | 12659 NS 3565 Seminole, OK | 74868 |
| TOMMY SMITH | 115 E BURNS SHAWNEE, OK | 74801 |
| Tim Walker | 25 Antler blvd. McLoud OK | 74851 |

21

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Appendix F (con't)

24

The Academy of Seminole is starting a new public charter school for the 2017-2018 school year.


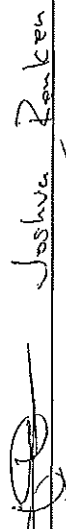




Sign below if you support our effort to start a new public charter school for the children of Seminole.

Appendices - Page 29

The Academy of Seminole

The Academy of Seminole is starting a new public charter school for the 2017-2018 school year.

Sign below if you support our effort to start a new public charter school for the children of Seminole.

| Name: | Address: | Zip Code: |
|--|---------------------------------------|-----------|
|  | 49406 W. 231st St. S. Dewey OK | 74028 |
|  | 1216 Hesketh Dr Elgin OK | 73504 |
| Thurman RAY THOMAS | N 341 Street Ketchum OK | 74301 |
| Haleigh Cooley | 119 S Madison Ave Blanchard OK | 73010 |
| Mat A Perryman | 1005 S. Anthony St, Muskogee OK 74403 | 74403 |
|  | 627 Smokey Oaks Ardmore OK | 73401 |
|  | 437590 E Hwy 60 | 74501 |
|  | 104136 S 4733 RD midwest OK | 74948 |
|  | 8021 N. FLORENCE AVE. SPERRY, OK | 74073 |
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Appendices - Page 31

Appendices - Page 31

Sign below if you support our effort to start a new public charter school for the children of Seminole.

[illegible]

The Academy of Seminole is starting a new public charter school for the 2017-2018 school year.

Sign below if you support our effort to start a new public charter school for the children of Seminole

[illegible]

The Academy of Seminole is starting a new public charter school for the 2017-2018 school year.

Sign below if you support our effort to start a new public charter school for the children of Seminole.

Appendices - Page 33

The Academy of Seminole is starting a new public charter school for the 2017-2018 school year.

Sign below if you support our effort to start a new public charter school for the children of Seminole.

[illegible]

The Academy of Seminole

The Academy of Seminole is starting a new public charter school for the 2017-2018 school year.

Sign below if you support our effort to start a new public charter school for the children of Seminole.

| Name: | Address: | Zip Code: |
|-------------------|-----------------------------|-----------|
| Janice Bink | 202 N Highland | 74868 |
| STEPHEN DORNEY | 202 N HIGHLAND | 74868 |
| Ima. Melba Doney | 35528 Ew 1280 | 74868 |
| Mel Doney | 35528 Ew 1280 | 74868 |
| Bill Doney | 11178 Hwy 3 E | 74868 |
| Brixton Henderson | 214 Phillips St Seminole | 74873 |
| Bruce Henderson | 214 Phillips St Seminole | 74873 |
| Danny Slater | 1813 Fairview Dr. | 74868 |
| Rob Robertson | 409 Bailey Dr. | 74868 |
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The Academy of Seminole

The Academy of Seminole is starting a new public charter school for the 2017-2018 school year.

Sign below if you support our effort to start a new public charter school for the children of Seminole.

| Name: | Address: | Zip Code: |
|-----------------|----------------------------------|-----------|
| Phyllis Dambell | 22602 Skaggs City Rd Tallahassee | 74873 |
| Phyllis Dambell | 33493 Hwy 270 Tallahassee | 74884 |
| Phyllis Dambell | PO Box 3361 Shawnee, OK | 74804 |
| Phyllis Dambell | PO Box 22 Bay OK | 74829 |
| Phyllis Dambell | 1721 Hickell, Seminole OK | 74868 |
| Phyllis Dambell | 2301 Coolidge Street Seminole OK | 74868 |
| Phyllis Dambell | 2301 Coolidge Street Seminole OK | 74868 |
| Phyllis Dambell | 1011 Crestwood Ct Seminole, OK | 74868 |
| Phyllis Dambell | 36455 Hwy 9 Newkirk OK | 74884 |
| Phyllis Dambell | " " | " " |
| Phyllis Dambell | 1011 Crestwood Ct Seminole OK | 74868 |
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The Academy of Seminole

The Academy of Seminole is starting a new public charter school for the 2017-2018 school year.

Sign below if you support our effort to start a new public charter school for the children of Seminole.

| Name: | Address: | Zip Code: |
|-----------------------|---------------------------------|-----------|
| GARY SPOKELY | 501 W MILIT PHILLIP'S | 74868 |
| Adrian Vazquez | 801 E 7th St | 74848 |
| Charles W. McNeill Jr | 35747 E W. 12th RD | 74868 |
| Billie W. McNeill | 12441 N S 3550 | 74868 |
| William McLoone | 120 W. 14th Newoka | 74884 |
| Michael Bateloff | 829 North Park Ave | 74801 |
| Justin Harper | 622 N. Park St | 74868 |
| Levi Thraill (ki) | P.O. Box 217 Fitzhugh | 74843 |
| Justin Stratford | 1218 Whispering Glenn Recumbent | 74873 |
| Terry Markey | 11662 N S 3580 Seminole OK | 74868 |
| Daniel Holt | 1721 Haskell Ave | 74868 |
| Kendra McGowan | 404 Regis Pl. | 74868 |
| Steve Sims | 35638 E W 1307 | 74868 |
| | 11692 N. Hwy 99 Seminole OK | 74868 |

The Academy of Seminole

The Academy of Seminole is starting a new public charter school for the 2017-2018 school year.

Sign below if you support our effort to start a new public charter school for the children of Seminole.

| Name: | Address: | Zip Code: |
|---------------------------|--|--------------|
| <i>Eric Ford</i> | <i>12676 NS 3580</i> | <i>74868</i> |
| <i>Donald R. Lane</i> | <i>100 S. 12th St. Tallahassee, FL 32304</i> | <i>74873</i> |
| <i>Bobby C Marshall</i> | <i>242 E. 1st St. Tallahassee OK 74801</i> | <i>74801</i> |
| <i>Steve W. Marshall</i> | <i>13204 N 53520 Seminole</i> | <i>74868</i> |
| <i>Steven Morris</i> | <i>2613 SE 89th Terrace OKC</i> | <i>73160</i> |
| <i>Shirley Boston</i> | <i>1119 E. 10th St. Tallahassee OK</i> | <i>74801</i> |
| <i>Tom R. R.</i> | <i>1512 WILSHIRE, PRACUE, OK</i> | <i>74864</i> |
| <i>Christina Chandler</i> | <i>319 W 24th Wewoka OK</i> | <i>74884</i> |
| <i>Michael</i> | <i>P.O. Box 1555 Wewoka, FL</i> | <i>74884</i> |
| <i>Leah</i> | <i>1732 front cym</i> | <i>74868</i> |
| <i>John F. R.</i> | <i>612 W Wallace Shumaker OK</i> | <i>74821</i> |
| <i>Donna J. R.</i> | <i>3203 E W 1307 Seminole</i> | <i>74868</i> |
| <i>John</i> | <i>20175 Crosslin RD Earlsboro OK</i> | <i>74840</i> |
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The Academy of Seminole

The Academy of Seminole is starting a new public charter school for the 2017-2018 school year.

Sign below if you support our effort to start a new public charter school for the children of Seminole.

| Name: | Address: | Zip Code: |
|----------------|-----------------------------|-----------|
| Donald Emmitt | 2013 Lona Ave. Seminole OK | 74868 |
| Lloyd Rigney | 17 TYLER LANE, SHAWNEE OK | 74801 |
| Kristy Emmitt | 2013 Lona Ave. Seminole, OK | 74868 |
| Dusty Emmitt | 623 E ST. SEMINOLE OK | 74868 |
| Blake Emmitt | 824 Harding St. Seminole OK | 74868 |
| Kennedi Emmitt | 824 Harding St. Seminole | 74868 |
| Megan Emmitt | 623 E St Seminole, OK | 74868 |
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The Academy of Seminole is starting a new public charter school for the 2017-2018 school year. Sign below if you support our effort to start a new public charter school for the children of Seminole

Appendices - Page 40

The Academy of Seminole is starting a new public charter school for the 2017-2018 school year. Sign below if you support our effort to start a new public charter school for the children of Seminole.

Appendices - Page 41

The Academy of Seminole is starting a new public charter school for the 2017-2018 school year. Sign below if you support our effort to start a new public charter school for the children of Seminole.

Appendices - Page 42

The Academy of Seminole is starting a new public charter school for the 2017-2018 school year.

Sign below if you support our effort to start a new public charter school for the children of Seminole.

Appendices - Page 43

The Academy of Seminole is starting a new public charter school for the 2017-2018 school year.

Sign below if you support our effort to start a new public charter school for the children of Seminole.

Appendices - Page 44

The Academy of Seminole

The Academy of Seminole is starting a new public charter school for the 2017-2018 school year.

Sign below if you support our effort to start a new public charter school for the children of Seminole.

| Name: | Address: | Zip Code: |
|----------------|--|-----------|
| Anita Chase | 1015 McKinley St. Seminole, OK | 74868 |
| Max Burnett | 911 Hoover St. Seminole, OK 74868 | 74868 |
| DIONTAE LOVE | 901 W. WILSON AVENUE, SEMINOLE, OK 74868 | 74868 |
| Lona Herron | 1104 Taft St. Seminole, OK 74868 | 74868 |
| Richard CRAIG | 1014 Oakridge Seminole, OK | 74868 |
| RAMBERA SOWELL | 1016 Coolidge Seminole, OK | 74868 |
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The Academy of Seminole

The Academy of Seminole is starting a new public charter school for the 2017-2018 school year.

Sign below if you support our effort to start a new public charter school for the children of Seminole.

| Name: | Address: | Zip Code: |
|---------------|--------------------------|-----------|
| Kellie Taylor | 35754 Ew 140 Seminole OK | 74868 |
| Ronna Wallen | 12277 NS 3540 Seminole | 74868 |
| Judy Dy | 12403 NS 3548 Seminole | 74868 |
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The Academy of Seminole is starting a new public charter school for the 2017-2018 school year.

Name:

Zip Code:

[illegible]

55

Sign below if you support our effort to start a new public charter school for the children of Seminole.

[illegible]

The Academy of Seminole

The Academy of Seminole is starting a new public charter school for the 2017-2018 school year.

Sign below if you support our effort to start a new public charter school for the children of Seminole.

| Name: | Address: | Zip Code: |
|--------------------|-------------------------------|-----------|
| Katherine Bieber | 911 Jefferson St Seminole, OK | 74868 |
| Robert Bieber | 911 Jefferson St Seminole, OK | 74868 |
| Stephanie Reese | 827 Jefferson St Seminole, OK | 74868 |
| Christy Hall | 825 Jefferson St Seminole, OK | 74868 |
| Michael Campbell | 709 Jefferson St Seminole, OK | 74868 |
| Brian Smith | 705 Jefferson Seminole, OK | 74868 |
| Madison Monroe | 701 Jefferson Seminole, OK | 74868 |
| Sammy F. Kilcrease | 509 Jefferson St Seminole, OK | 74868 |
| Robert Kilcrease | 504 Jefferson St Seminole, OK | 74868 |
| Melba Fitch | 520 Jefferson Seminole | 74868 |
| Monna Davis | 612 Jefferson St Seminole, OK | 74868 |
| Rebecca Cantres | 612 Jefferson Seminole, OK | 74868 |
| Rebecca Arker | 824 Jefferson Seminole, OK | 74868 |
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The Academy of Seminole is starting a new public charter school for the 2017-2018 school year. Sign below if you support our effort to start a new public charter school for the children of Seminole.

Appendices - Page 50

The Academy of Seminole is starting a new public charter school for the 2017-2018 school year. Sign below if you support our effort to start a new public charter school for the children of Seminole.

[illegible]

The Academy of Seminole is starting a new public charter school for the 2017-2018 school year.

Sign below if you support our effort to start a new public charter school for the children of Seminole.

Appendices - Page 52

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Appendix F (con't)

Sign below if you support our effort to start a new public charter school for the children of Seminole.

Appendices - Page 53

The Academy of Seminole

The Academy of Seminole is starting a new public charter school for the 2017-2018 school year.

Sign below if you support our effort to start a new public charter school for the children of Seminole.

| Name: | Address: | Zip Code: |
|-----------------|----------------------------------|-----------|
| Shawnee Weidner | 401 N. Park Seminole | 74868 |
| Nikki O'Brien | 324 N. Park Seminole | 74868 |
| Karen Brewer | 2219 Cobblestone Seminole | 74868 |
| Sheryl A Christ | 12441 N S 3680, Wenoka, OK | 74884 |
| Candace Brewer | 2206 Cobblestone St Seminole, OK | 74868 |
| Roger Brewer | 2219 Cobblestone, Seminole | 74868 |
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The Academy of Seminole

The Academy of Seminole is starting a new public charter school for the 2017-2018 school year.

Sign below if you support our effort to start a new public charter school for the children of Seminole.

Appendix F (con't)

| Name: | Address: | Zip Code: |
|----------------|---|-----------|
| John K. Rouse | 3309 NW 140 th St, EDMOND OK | 73013 |
| Lois P. Piro | 2212 N Chapman Ave, Shawnee OK | 74804 |
| Chad Willey | 4425 W. WICKHAMER SEMINOLE, OK | 74868 |
| Elipha Schultz | 1313 Jefferson St, Seminole, OK | 74868 |
| Phillip Yellon | 309 W. Young Mand, OK | 74854 |
| Cale Swanson | 912 Sparrow St | 74868 |
| Shuler Warden | P.O. Box 232 Eadsboro OK | 74840 |
| Dr. Stofan | 500 W. University | 74804 |
| William Vought | Rt 1 box 220c Okemah, OK | 74859 |
| John M. Miste | 1028 W. Franklin St, Shawnee OK | 74804 |
| Dean Sarsaud | 632 N. Hogson Shawnee OK | 74801 |
| Mr. P. | 3708 Windsor Dr Norman OK | 73072 |
| Steve Rigney | 861 W. Penny St. Shawnee, OK | 74804 |
| Thomas Zoch | 12625 N CR 3395, STAFFORD, OK | 74878 |
| Drew Taylor | 12662 NS 3570 Seminole, OK | 74868 |

The Academy of Seminole

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Sign below if you support our effort to start a new public charter school for the children of Seminole.

| Name: | Address: | Zip Code: |
|--------------------|--------------------------------|-----------|
| Danton Hurst | 46206 Hardesty Rd | 74801 |
| Shelby Lucas | 35533 Hwy 59 E | 74868 |
| John Hurley | 1503 Lantana Ct | 74804 |
| Jonathan Nicholson | 35812 FW 1180 Seminole OK | 74868 |
| Tim Leach | 7124 G. Holdenville | 74848 |
| Timothy Schlenger | 765 N 1st Temmish OK | 74873 |
| Tara Appleton | 37322 Twilight Ln. Shawnee, OK | 74804 |
| Darion McKane | 315 S. Kennedy Shawnee, OK | 74801 |
| Hustin Parks | 1019 Sterling Dr Seminole, OK | 74868 |
| Annelle Johnson | 12051 NS 3580 Seminole OK | 74868 |
| Dickie Johnson | 12149 NS 3570 Seminole | 74868 |
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The Academy of Seminole

The Academy of Seminole is starting a new public charter school for the 2017-2018 school year.









Sign below if you support our effort to start a new public charter school for the children of Seminole.

| Name: | Address: | Zip Code: |
|-----------------|--|-----------|
| Cheryl Simons | P.O. Box 274 Balm OK 74860 | 74860 |
| Carrie Balm | 202 N. Loughton Ave. Earlsboro, OK | 74840 |
| Laura McAmund | P.O. Box 1402 Ada, OK | 74821 |
| Dalton Valley | 605 S. Kathy Dr., Tecumseh, OK | 74873 |
| Josh Dismiddle | 35648 EW 1260 Seminole, OK | 74868 |
| Kerry Edgell | 11837 NS 3570 Seminole, OK | 74868 |
| Clifton Bedford | 21785 County Rd 3 Dr. Starnesville, OK | 74871 |
| Dwight Ligon | 13311 NS 3570 Maud OK | 74854 |
| Paul Ligon | 17 Granada Shawnee OK | 74804 |
| Tim Nguyen | 15801 Bronner Park, Edmond, OK | 73013 |
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The Academy of Seminole

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Sign below if you support our effort to start a new public charter school for the children of Seminole.

| Name: | Address: | Zip Code: |
|---|-------------------------------------|-----------|
|  | 2706 DAVIS LN | 74868 |
|  | 11672 N. Hwy 99 Seminole, OK | 74868 |
| Jeremy Elliott | 35635 Ew 1307 Seminole, OK | 74868 |
|  | 701 W Harvey Apt. 407 Seminole, OK | 74868 |
| Jeff Gravelle | 206 N. Bryan Ave Shawnee OK | 74801 |
|  | 2529 E Bradley St Shawnee OK | 74804 |
| Kari Bias | 27 Mohican Circle, Shawnee OK 74801 | 74801 |
|  | 2100 Phelps Dr Seminole OK 74868 | 74868 |
|  | 1231 NS 3580 | 74868 |
|  | 108 Cotton Tail Dr | 74804 |
|  | 4104 FLORA DR NORMAN, OK | 73026 |
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The Academy of Seminole

The Academy of Seminole is starting a new public charter school for the 2017-2018 school year.

Sign below if you support our effort to start a new public charter school for the children of Seminole.

[illegible]

The Academy of Seminole is starting a new public charter school for the 2017-2018 school year. Sign below if you support our effort to start a new public charter school for the children of Seminole.

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The Academy of Seminole Online Petition Results

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Seminole Public School Board: The Academy of Seminole




by Advance Rural Education - 115 supporters

<https://www.change.org/p/seminole-public-school-board-the-academy-of-seminole-f7e4a253-0143-4040-a16b-f568cd56a110>

| | | | | | | | 19 - IN Seminole School District |
|----|----------------------|----------------|----------|-------------|---------------|------------|----------------------------------|
| | Name | City | State | Postal Code | Country | Signed On | Address |
| 1 | Amber Smee-Thiel | Ada | Oklahoma | 74820 | United States | 10/27/2016 | |
| 2 | Ben THIEL | ADA | Oklahoma | 74820-1514 | United States | 10/28/2016 | |
| 3 | Vy Dinh | Ardmore | Oklahoma | 73401 | United States | 10/23/2016 | |
| 4 | Lexi van creveld | Dallas | Texas | 75252 | United States | 10/23/2016 | |
| 5 | amber combellick | Drumright | Oklahoma | 74030 | United States | 10/28/2016 | |
| 6 | Amy Ford | Durant | Oklahoma | 74701 | United States | 11/2/2016 | |
| 7 | Regina Stillwell | Earlsboro | Oklahoma | 74840 | United States | 10/19/2016 | |
| 8 | Gretchen Campbell | Edmond | Oklahoma | 73012 | United States | 10/19/2016 | |
| 9 | Sarah Campbell | Edmond | Oklahoma | 73012 | United States | 10/23/2016 | |
| 10 | Rachel Lewis | Edmond | Oklahoma | 73012 | United States | 10/23/2016 | |
| 11 | Litichia North | Edmond | Oklahoma | 73012 | United States | 11/1/2016 | |
| 12 | Pam Boland | Grovetown | Georgia | 30813 | United States | 10/20/2016 | |
| 13 | Kandice Mobarakzadeh | Harker Heights | Texas | 76548 | United States | 10/29/2016 | |
| 14 | Jenelle Whitson | Inola | Oklahoma | 74036 | United States | 11/2/2016 | |
| 15 | Maggie Campbell | Maud | Oklahoma | 74854 | United States | 10/19/2016 | |
| 16 | Debbie Malcom | Maud | Oklahoma | 74854 | United States | 10/19/2016 | |
| 17 | Michelle Davis | Maud | Oklahoma | 74854 | United States | 10/20/2016 | |
| 18 | Anne Strawn | Meeker | Oklahoma | 74855 | United States | 10/19/2016 | |
| 19 | Chrysty Dorsey | Meeker | Oklahoma | 74855 | United States | 10/29/2016 | |
| 20 | Leah Hernandez | Mesquite | Texas | 75149 | United States | 10/19/2016 | |
| 21 | Martha Gibson | Noble | Oklahoma | 73068 | United States | 10/19/2016 | |
| 22 | Patricia Hudson | Noble | Oklahoma | 73068 | United States | 10/19/2016 | |
| 23 | Renee Porter | Norman | Oklahoma | 73072 | United States | 10/19/2016 | |
| 24 | Vi Le | Norman | Oklahoma | 73069 | United States | 10/23/2016 | |
| 25 | SoSo Lee | Norman | Oklahoma | 73072 | United States | 10/23/2016 | |
| 26 | Sarah Bray | Oklahoma City | Oklahoma | 73160 | United States | 10/19/2016 | |
| 27 | parwin saidi | Oklahoma City | Oklahoma | 73160 | United States | 10/19/2016 | |
| 28 | Adam Taylor | Oklahoma City | Oklahoma | 73132 | United States | 10/19/2016 | |
| 29 | Roy Brower | Oklahoma City | Oklahoma | 73160 | United States | 10/24/2016 | |
| 30 | William Scott | Oklahoma City | Oklahoma | 73110 | United States | 10/25/2016 | |
| 31 | LaToya Willis | Oklahoma City | Oklahoma | 73159 | United States | 10/25/2016 | |
| 32 | Margarita Gallegos | Oklahoma City | Oklahoma | 73114 | United States | 10/25/2016 | |
| 33 | Ajia ali | Oklahoma City | Oklahoma | 73127 | United States | 10/25/2016 | |
| 34 | Kathy Sams | Oklahoma City | Oklahoma | 73139 | United States | 11/1/2016 | |
| 35 | Shawn Pipkins | Oktaha | Oklahoma | 74450 | United States | 10/20/2016 | |
| 36 | Janette Bunney | Port Aransas | Texas | 78373 | United States | 11/1/2016 | |
| 37 | JOHN BAIN | Prague | Oklahoma | 74864 | United States | 10/19/2016 | |
| 38 | Betsy Williams | Ripley | Oklahoma | 74062 | United States | 11/1/2016 | |
| 39 | Jimmie Williams | Ripley | Oklahoma | 74062 | United States | 11/1/2016 | |
| 40 | Paul Campbell | Seminole | Oklahoma | 74868 | United States | 10/19/2016 | |
| 41 | Daniel Wyatt | Seminole | Oklahoma | 74868 | United States | 10/19/2016 | 422 Beals Pl |
| 42 | Jocey Farrow | Seminole | Oklahoma | 74868 | United States | 10/19/2016 | |
| 43 | Zouheir Abdelnour | Seminole | Oklahoma | 74868 | United States | 10/19/2016 | |
| 44 | Edward Abdelnour | Seminole | Oklahoma | 74868 | United States | 10/19/2016 | |

The Academy of Seminole Online Petition Results

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by Advance Rural Education - 115 supporters

<https://www.change.org/p/seminole-public-school-board-the-academy-of-seminole-f7e4a253-0143-4040-a16b-f568cd56a110>

| | | | | | | | 19 - IN Seminole School District |
|----|----------------------|-------------|--------------|--------------------|----------------|------------------|----------------------------------|
| | <u>Name</u> | <u>City</u> | <u>State</u> | <u>Postal Code</u> | <u>Country</u> | <u>Signed On</u> | <u>Address</u> |
| 45 | Donna Quinalty | Seminole | Oklahoma | 74868 | United States | 10/19/2016 | |
| 46 | Danielle Henley | Seminole | Oklahoma | 74868 | United States | 10/19/2016 | 2202 Meadowlane |
| 47 | Keni Rhines | Seminole | Oklahoma | 74868 | United States | 10/19/2016 | |
| 48 | Keisha Mainord | Seminole | Oklahoma | 74868 | United States | 10/19/2016 | |
| 49 | Carol Adams | Seminole | Oklahoma | 74868 | United States | 10/19/2016 | 1910 Phelps Dr. |
| 50 | Nathan Coulter | Seminole | Oklahoma | 74868 | United States | 10/20/2016 | |
| 51 | Lisa Saxon | Seminole | Oklahoma | 74868 | United States | 10/24/2016 | 1816 Oakridge Dr. |
| 52 | Wayne Nolte | Seminole | Oklahoma | 74868 | United States | 10/24/2016 | |
| 53 | Margaret Abdelnour | Seminole | Oklahoma | 74868 | United States | 10/25/2016 | |
| 54 | Samantha Street | Seminole | Oklahoma | 74868 | United States | 10/25/2016 | |
| 55 | Jeff Griffin | Seminole | Oklahoma | 74868 | United States | 10/25/2016 | 2506 Guy Nall |
| 56 | Leia Campbell | Seminole | Oklahoma | 74868 | United States | 10/27/2016 | |
| 57 | Corrie Caudle | Seminole | Oklahoma | 74868 | United States | 10/27/2016 | 1809 Oakridge Dr. |
| 58 | Kris Presley | Seminole | Oklahoma | 74868 | United States | 10/28/2016 | 2010 Ideal St. |
| 59 | Nancy Harbison | Seminole | Oklahoma | 74868 | United States | 10/28/2016 | 1912 Mary Ave. |
| 60 | Steve Potter | Seminole | Oklahoma | 74868 | United States | 10/28/2016 | |
| 61 | Tommy Morton | Seminole | Oklahoma | 74868 | United States | 10/28/2016 | 318 N. 7th St. |
| 62 | Teri Hooten | Seminole | Oklahoma | 74868 | United States | 10/28/2016 | 840 W. Wrangler Blvd. |
| 63 | Jennifer Butler | Seminole | Oklahoma | 74868 | United States | 10/31/2016 | |
| 64 | Collin Taylor | Seminole | Oklahoma | 74868 | United States | 10/31/2016 | 12263 NS 3540 |
| 65 | Korey Taylor | Seminole | Oklahoma | 74868 | United States | 10/31/2016 | 12263 NS 3540 |
| 66 | Parker Welch | Seminole | Oklahoma | 74868 | United States | 11/1/2016 | 1615 Foster |
| 67 | Kaylin Kenneda | Seminole | Oklahoma | 74868 | United States | 11/2/2016 | 1411 Eureka |
| 68 | Julia Hammack | Seminole | Oklahoma | 74868 | United States | 11/2/2016 | |
| 69 | Stephaney Lambert | Seminole | Oklahoma | 74868 | United States | 11/2/2016 | |
| 70 | Jeremiah Rodgers | Seminole | Oklahoma | 74868 | United States | 11/2/2016 | |
| 71 | Tiffani Coker | Seminole | Oklahoma | 74687 | United States | 11/3/2016 | 810 Hoover St. |
| 72 | Lucinda Robertson | Seminole | Oklahoma | 74868 | United States | 11/3/2016 | 2712 Willaim Blvd. |
| 73 | Pamela Dennis | Seminole | Oklahoma | 74868 | United States | 11/3/2016 | |
| 74 | Melissa Thurman | Seminole | Oklahoma | 74868 | United States | 11/3/2016 | 2312 Northwood |
| 75 | Brittany Collier | Seminole | Oklahoma | 74868 | United States | 11/4/2016 | 1725 Haskell Ave. |
| 76 | Kory Collier | Seminole | Oklahoma | 74868 | United States | 11/3/2016 | 1725 Haskell Ave. |
| 77 | Trey Daniels | Shawnee | Oklahoma | 74804 | United States | 10/19/2016 | |
| 78 | Chuck Mills | Shawnee | Oklahoma | 74804 | United States | 10/19/2016 | |
| 79 | Jason Redding | Shawnee | Oklahoma | 74804 | United States | 10/19/2016 | |
| 80 | Tanner Weese | Shawnee | Oklahoma | 74804 | United States | 10/19/2016 | |
| 81 | Michelle Miller | Shawnee | Oklahoma | 74801 | United States | 10/20/2016 | |
| 82 | Charlot Rice | Shawnee | Oklahoma | 74801 | United States | 10/22/2016 | |
| 83 | Courtney Wiltshire | Shawnee | Oklahoma | 74801 | United States | 10/27/2016 | |
| 84 | Tina Pollard | Shawnee | Oklahoma | 74804 | United States | 10/28/2016 | |
| 85 | kimberli mendinghall | Shawnee | Oklahoma | 74801 | United States | 11/2/2016 | |
| 86 | Harriet Tehauno | Shawnee | Oklahoma | 74801 | United States | 11/3/2016 | |
| 87 | Cody Cagaanan | Stillwater | Oklahoma | 74075 | United States | 10/19/2016 | |

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| | | | | | | | 19 - IN Seminole School District |
|----|--------------------|------------|--------------|-------------|---------------|------------|----------------------------------|
| | Name | City | State | Postal Code | Country | Signed On | Address |
| 88 | Brandalyn Price | Stillwater | Oklahoma | 74075 | United States | 11/1/2016 | |
| 89 | Amanda Rhines | Stonewall | Oklahoma | 74871 | United States | 10/25/2016 | |
| 90 | Dalton Kelley | Tecumseh | Oklahoma | 74873 | United States | 10/28/2016 | |
| 91 | Christen Campbell | Wewoka | Oklahoma | 74884 | United States | 10/19/2016 | |
| 92 | Aaron Campbell | Wewoka | Oklahoma | 74884 | United States | 10/19/2016 | |
| 93 | Julie Campbell | Wewoka | Oklahoma | 74884 | United States | 10/19/2016 | |
| 94 | David Campbell | Wewoka | Oklahoma | 74884 | United States | 10/29/2016 | |
| 95 | Mary Nelson | Wewoka | Oklahoma | 74884 | United States | 11/1/2016 | |
| 96 | Dr. Frederick Hill | Wyalusing | Pennsylvania | 18853 | United States | 10/19/2016 | |
| 97 | Jessica Davidson | Yeager | Oklahoma | 74848 | United States | 11/3/2016 | |
| 98 | Courteney Hughes | Yukon | Oklahoma | 73099 | United States | 11/1/2016 | |

* Note that it shows that we have 115 total signatures; however, some supporters signed the paper petition as well as the online petition. Therefore, we have removed the duplicates and the grand total for online petition supporters is 98.

Supporters The Academy of Seminole Online Petition Comments

- Top-rated
- Most recent
- My comments

We need to ensure that we offer our young people every opportunity to receive the best education possible. A great education has the potential to change the course of people's lives. The Academy of Seminole will give parents and students the ability to choose the path that their future will be dependent on.

Shawn Pipkins, Okla., OK

3 weeks ago

4

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I want the best education possible for my children. I feel educational options would drive competition which in turn becomes excellence.

Nathan Coulter, Seminole, OK

3 weeks ago

4

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I think it's time for a change in the Seminole School District. It's time for Seminole students to have a fair chance at an excellent education.

Adam Yawn, Seminole, OK

3 weeks ago

4

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Educational choice is better for everyone. Competition creates excellence. Excellence should be the goal for our schools, our community, our state and our nation.

Roban Bieber, Seminole, OK

3 weeks ago

4

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This school CHOICE will benefit our children and the town of Seminole including surrounding areas.

Rebecca Nolte, Seminole, OK

3 weeks ago

4

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Students in our region deserve the opportunity to pursue multiple options in their pursuit of a quality education that will prepare them for a successful career. ARE and their charter

Appendix F (con't)

school STEM academy is offering to teach the skills that we need now and in the future!

Charles Mills, Shawnee, OK

3 weeks ago

4

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I believe in any opportunity to advance education in Seminole, and I think this is the direction needed for Seminole.

Trey Daniels, Shawnee, OK

3 weeks ago

4

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This more than just a school it's a growth opportunity for the community. Kids move to Seminole to play football, what's wrong with having a school that is focused on STEM and kids move to Seminole to attend that school?

Chad Hamilton, Seminole, OK

3 weeks ago

3

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I am signing this petition because I believe that my son's education is worth the effort in regards to improving it with more options. This school will allow for more opportunities for our children and will benefit Seminole and the surrounding communities.

Anne Strawn, Meeker, OK

3 weeks ago

3

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I want a school that wants to help the children, not hold them back but push them to their true potential.

Danielle Henley, Seminole, OK

3 weeks ago

3

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Load more

SEMINOLE NEEDS CHANGE!

Melissa Thurman, Seminole, OK

6 days ago

2

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Appendix F (con't)

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I think having multiple options is good for all parents and students. No child should be "stuck" in a system that isn't working for them just because they are unable to move or transfer. I have both a child that is top of his class, straight A student that could benefit from STEM classes, and a child that needs extra help. Both could potentially benefit from a top of the line charter school.

Tiffani Coker, Seminole, OK

7 days ago

1

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I believe our kids deserve the best. There's nothing wrong with competition or options.

Stephaney Lambert, Seminole, OK

7 days ago

1

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I think this is what Seminole needs!

Kristin Haskins, Earlsboro, OK

1 week ago

2

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It's the right thing to do.

Janette Bunney, Port Aransas, TX

1 week ago

1

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I am an educator and believe that parents should have choices when it comes to the education of their kids.

Kathy Sams, Oklahoma City, OK

1 week ago

2

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It gives us another choice, out of the hands of our disfunctional school board

Appendix F (con't)

[Teri Hooten, Seminole, OK](#)

[2 weeks ago](#)

1

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[We need this in our community](#)

[Steve Potter, Seminole, OK](#)

[2 weeks ago](#)

2

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[Tweet](#)

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[DeleteCancel](#)

[I am signing this because this school needs to happen because it will benefit the kids](#)

[Nancy Harbison, Seminole, OK](#)

[2 weeks ago](#)

2

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[Needs to be a higher standard of education for our kids](#)

[Kris Presley, Seminole, OK](#)

[2 weeks ago](#)

1

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[School Choice!](#)

[amber combellick, Cleveland, OK](#)

[2 weeks ago](#)

1

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[I feel the community of Seminole should have another option for public education. I would like to see the performance of the new school system and compare it to the existing one before I decide where my daughter will attend in the future. As it stands now I would not be willing to send my child to the current high school.](#)

[Corrie Caudle, Seminole, OK](#)

[2 weeks ago](#)

1

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[Seminole is desperately needing change within the school system. The old methods of accomplishing goals for the school system no longer works as we all know. Let us try something new!!!](#)

Appendix F (con't)

[Leia Campbell, Seminole, OK](#)

[2 weeks ago](#)

1

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[Supporting my friend](#)

[Margarita Gallegos, Oklahoma City, OK](#)

[2 weeks ago](#)

1

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[Delete](#)[Cancel](#)

[I'm in total agreement with it](#)

[William Scott, Oklahoma City, OK](#)

[2 weeks ago](#)

1

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[I believe this is best for the children! Knowing God has a plan, and acting on it.](#)

[Charlot Rice, Shawnee, OK](#)

[3 weeks ago](#)

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[This more than just a school it's a growth opportunity for the community. Kids move to Seminole to play football, what's wrong with having a school that is focused on STEM and kids move to Seminole to attend that school?](#)

[Chad Hamilton, Seminole, OK](#)

[3 weeks ago](#)

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[For the education of children with acccountability](#)

[Walter D. Bird Bird, Seminole, OK](#)

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[I may live in Shawnee, but I work in Seminole. I would not move here and put children in the current school system in Seminole.](#)

[Michelle Miller, Shawnee, OK](#)

[3 weeks ago](#)

Appendix F (con't)

2

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We need to ensure that we offer our young people every opportunity to receive the best education possible. A great education has the potential to change the course of people's lives. The Academy of Seminole will give parents and students the ability to choose the path that their future will be dependent on.

Shawn Pipkins, Oktaha, OK

3 weeks ago

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I want the best education possible for my children. I feel educational options would drive competition which in turn becomes excellence.

Nathan Coulter, Seminole, OK

3 weeks ago

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I believe in competition to push both sides to be the very best they can be for our children. Seminole school children deserve options.

Carol Adams, Seminole, OK

3 weeks ago

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Seminole needs a drastic change for our students and the community, we need to get the thug mentality out of our town and our lives.

Jeremy Tucker, Seminole, OK

3 weeks ago

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I believe our children deserve better.

Megan Silveira, Seminole, OK

3 weeks ago

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Appendix F (con't)

I am signing this petition because I believe that my son's education is worth the effort in regards to improving it with more options. This school will allow for more opportunities for our children and will benefit Seminole and the surrounding communities.

Anne Strawn, Meeker, OK

3 weeks ago

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I think it's time for a change in the Seminole School District. It's time for Seminole students to have a fair chance at an excellent education.

Adam Yawn, Seminole, OK

3 weeks ago

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We have to invest in the kids and teens education if we expect them to be successful adults.

Regina Stillwell, Earlsboro, OK

3 weeks ago

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I want a school that wants to help the children, not hold them back but push them to their true potential.

Danielle Henley, Seminole, OK

3 weeks ago

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Educational choice is better for everyone. Competition creates excellence. Excellence should be the goal for our schools, our community, our state and our nation.

Roban Bieber, Seminole, OK

3 weeks ago

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My grandson attends Seminole schools. He is in second grade. This is the first year he has had a good teacher. I would hope that all his years in school he would have a good teacher so that is why I'm supporting this.

JOHN BAIN, Prague, OK

3 weeks ago

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This school CHOICE will benefit our children and the town of Seminole including surrounding areas.

Rebecca Nolte, Seminole, OK

3 weeks ago

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I believe we need to give the best possible education to all children.

Donna Quinalty, Seminole, OK

3 weeks ago

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This school is desperately needed!

Dr. Frederick Hill, Wyalusing, PA

3 weeks ago

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Believe parents should have choices in their children's education without having to send their child to a private school. Children are our future. We need to stop thinking about what is good for adults and start focusing on the education of the children.

Patricia Hudson, Noble, OK

3 weeks ago

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I believe!

Emilio Faria, Seminole, OK

3 weeks ago

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This would be wonderful for the kids because they are Americas future let make sure we invest in a good cause.

Leah Hernandez, Mesquite, TX

3 weeks ago

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I want better education for my grandkids!

[Julie Campbell, Wewoka, OK](#)

[3 weeks ago](#)

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[Quite frankly, the biggest reason against moving to Seminole was the schools. We still home school our son, because we truly believe the schools are sub-par. A charter school is absolutely needed.](#)

[Aaron Campbell, Buckeye, AZ](#)

[3 weeks ago](#)

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[This is a great opportunity for a lot of kids that might not get the education they need otherwise.](#)

[Parwin Saidi, Oklahoma City, OK](#)

[3 weeks ago](#)

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[Students in our region deserve the opportunity to pursue multiple options in their pursuit of a quality education that will prepare them for a successful career. ARE and their charter school STEM academy is offering to teach the skills that we need now and in the future!](#)

[Charles Mills, Shawnee, OK](#)

[3 weeks ago](#)

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[I believe in any opportunity to advance education in Seminole, and I think this is the direction needed for Seminole.](#)

[Trey Daniels, Shawnee, OK](#)

[3 weeks ago](#)

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[I'm signing because I want more for my community and our future](#)

Appendix F (con't)

[Kiri Pettet, Seminole, OK](#)

[3 weeks ago](#)

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[We need better schools in the area.](#)

[Christen Campbell, Wewoka, OK](#)

[3 weeks ago](#)

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[I have two children that need a better education than the current schools in the area can provide, we need to raise the bar for all children, not just my own!](#)

[ACT scores show what we are currently achieving and it's sad to say the least.](#)

[Daniel Wyatt, Seminole, OK](#)

[3 weeks ago](#)

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[I believe this will transform education in Seminole county.](#)

[Paul Campbell, Seminole, OK](#)

[3 weeks ago](#)

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English (United States)

STATE SENATOR

District 28

JASON SMALLEY

State Capitol Building
2300 N. Lincoln Blvd.
Oklahoma City, OK 73105

(405) 521-5547
Fax: (405) 530-2326



Website: www.oksenate.gov

Email: smalley@okhouse.gov

July 14, 2016

To Whom It May Concern:

Coming from a family of educators, being married to a teacher, and being the father of two sons, I am very much aware of the importance and need for quality, state-of-the-art education in Oklahoma.

In the State Senate, I serve as Vice-Chair of the Senate Education Appropriation Committee. This role has given me the opportunity to see how important it is for Oklahoma to have a strong education system that supports our industries and businesses. Having a business like Enviro Systems take the lead and fill a much needed gap in Seminole's educational system is important to help prosper the creativity we will need for our children's future.

I firmly believe The Academy of Seminole's mission will help transform Seminole's educational system into the 21st century.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Smalley", written over a horizontal line.

Senator Jason Smalley



Tom Newell
State Representative-District 28
(405) 557-7372
State Capitol Building
2300 N. Lincoln Blvd. Room 302
Oklahoma City, OK 73105-4885
E-mail: tom.newell@okhouse.gov

HOUSE of REPRESENTATIVES
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State of Oklahoma

Chair
Government Oversight
& Accountability

Committees:
Appropriations & Budget
Revenue & Taxation Sub-Committee
Children, Youth & Family Services
Business, Labor & Retirement Laws

To Whom It May Concern:

As a parent of a high school student and the state representative for this community for the past 6 years, I know personally the need for a new school in Seminole. Parents in Seminole need an alternative choice to ensure their children receive a high quality education. The current mess with our dysfunctional school board has created a lack of safe and acceptable school facilities with no plan to alleviate the problem. It is no surprise that the community outrage from this quagmire has led parents to move their children to other districts to seek better educational options.

I completely support The Academy of Seminole's mission and goals. I believe it will be the start of a model that could transform rural education for Oklahoma.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tom Newell", is written over a horizontal line.

Representative Tom Newell

July 1, 2016

To whom it may concern,

A key factor to a healthy and thriving community is the availability of quality education. Even though our schools in Seminole, Oklahoma provide good educational opportunities, we have not offered an environment where students with a focus on educational excellence can flourish.

A group of community leaders are establishing the Academy of Seminole, a charter school that will provide exactly such environment to nurture intellectual curiosity and thirst for learning.

This institution, accessible to the entire community, complements our school system by providing sole focus on academics. Such charter schools have demonstrated their ability to completely transform the educational landscape of similar communities.

As a Seminole resident, as the Seminole Chamber of Commerce President, and as a senior executive at Enviro Systems – a Seminole aerospace company - I applaud this initiative as it brings to our community a resource that will make our city a yet more attractive location to live and to work. It is such enhancements to infrastructure that grow a community to become progressive and prosperous.

At the risk of stating the obvious, the education of our children is of primordial importance for the ultimate growth of our local and state economies.

I urge you to support the Academy of Seminole, a school that is vital to our community.

Sincerely,

A handwritten signature in blue ink, reading "Zouheir A. Abdelnour". The signature is fluid and cursive, with the first name being the most prominent.

Zouheir A. Abdelnour
President, Seminole Chamber of Commerce
VP Strategy, Enviro Systems Inc.
3206 Davis Lane
Seminole, OK 74868

Seminole State College

P. O. Box 351 • 2701 Boren Blvd. • Seminole, OK 74818-0351
Phone: 405-382-9200 • Fax: 405-382-7912



Office of the President

July 11, 2016

To whom it may concern:

It is my understanding that you are planning to open The Academy of Seminole, a new public school, in the Fall of 2017. Seminole State College will work with The Academy as we do with all public schools in the area to offer concurrent enrollment to area juniors and seniors in the area. In addition, The Academy may be able to be added to various Federal grants, including GEAR UP, Talent Search, Upward Bound and Upward Bound Math and Science to offer support services to eligible students. This would need the approval of the State Department of Education once The Academy is approved.

After having visited institutions operated by Responsive Education Inc., I was excited to find out that you were working with them to create a new experience in education in Seminole. My experience is that educational opportunities offered by Responsive Education Inc. are second to none. We look forward to working with you on this important expansion.

Best wishes

A handwritten signature in blue ink, which appears to read 'James W. Utterback'.

James W. Utterback, Ph.D.
President
Seminole State College

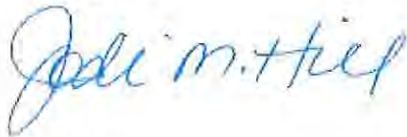
June 27, 2016

To whom it may concern,

I have a daughter that will be in the 7th grade this year in the Seminole School District. I have been very frustrated with the situation here in our small town. I as a parent am very disappointed that the students' needs are not being met and that this has become a political war and separated our small town. Because it isn't about politics, it is about our children and their futures. I feel that our town has lost sight of what is most important. There are other parents that I have visited with while attending Board meetings that also share in my concern that our children's academics need to come first.

I know that there are a lot of other parents within the community that are desperate for a choice. The parents of Seminole need a choice for their children where Academics are put first. I fully support The Academy of Seminole and I am excited to see it come to the community.

Best Regards,

A handwritten signature in blue ink that reads "Jodi M. Hill". The signature is written in a cursive, flowing style.

Jodi M. Hill

To Whom It May Concern,

May 12, 2016

I am writing this letter as a Seminole resident that would be very interested in a charter school in Seminole Oklahoma. Both of my girls went to Seminole Public School in pre-k through 1st grade and my oldest in 2nd grade before I pulled them out to start homeschooling them with my own curriculum but then decided to switch them to Oklahoma Connection Academy online because Seminole school isn't a school that I would want to put my kids into if I don't have too. They don't do what they say they will, they don't follow the child IEP because the teacher thinks she knows best or thinks the child don't need the IEP even though they have to be tested to be on them. There is so much that I could say about Seminole Public Schools but I don't think you really want to read almost 6 pages or more about this school. I have heard that so many people have turned jobs down here in Seminole because of the school district which hurts the families even more in my opinion. I think a Charter School would be great in Seminole and I would send both of my girls there in a heartbeat. I have talked to a few people about maybe a Charter School being put in Seminole and what their thoughts are on it. Everyone has said they would love to put their kids in that school because they hate Seminole and disagree with so much but they don't want to transfer them to another school or drive further just so they could go to another school. A Charter School would be great because it would give Seminole parents another school to look at for their child so they can have a better education and get what they deserve out of school. Seminole would see really think things if we could get a Charter school in our town. Please approve our application for it and let Seminole have a great school because seriously there isn't any good ones around her. Thanks for your time and please approve what Seminole residents really need for this town.

Thanks

The Harbisons

Rebecca Nolte

From: Stacie Wyatt <wyattswife54@gmail.com>
Sent: Monday, June 27, 2016 10:42 AM
To: Rebecca Nolte
Subject: [EXT] Charter School Letter

To whom it may concern,

I have two kids that attend schools in the Seminole School District. I have been frustrated to say the least with the facility situation. We should be focusing on how we can have the best academics for our kids. Not fighting over things like where the HS should be.

I know many of other parents that are desperate for a choice. An option that puts academics first. That's why I fully support The Academy of Seminole and I am excited to see it come to our community!

Sincerely,

Stacie Wyatt

To whom it may concern,

We have one child in the Seminole School District. We have been frustrated to say the least with the facility situation. We should be focusing on how we can have the best academics for our kids.

We know many of other parents that are desperate for a choice with an option that puts academics first. That's why we fully support The Academy of Seminole and we are excited to see it come to our community!

Sincerely,

Aaron & Christen Campbell

Rebecca Nolte

From: Julie <julie77ann@gmail.com>
Sent: Thursday, June 23, 2016 8:02 PM
To: Rebecca Nolte
Subject: [EXT] Charter school

To whom it may concern:

I have children that currently go to Seminole middle school and high school. I think it would be beneficial to have a charter school in Seminole. I know there are many parents that are unhappy with seminole schools and transfer their children out of the district. I know lots of people that would be interested in sending their kids to one if it were to open and also teachers that would like to work there. Diversity is good and honestly with the amount of unhappy parents in seminole I think it would be a perfect place.

Thanks Julie Parks Sent from my iPhone

July 12, 2016

To Whom It May Concern

I was interim Seminole Superintendent of Schools for the 2015-2016 school year. During that time unfortunately our high school was deemed unsafe for class work and we had to move our kids to a call center that was a converted grocery store. The facility situation and divisive school board have been well documented. Both have left parents frustrated and despondent due to this toxic environment. The students and parents are in desperate need of an option.

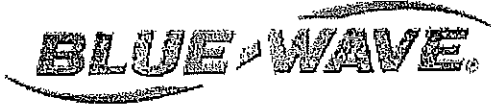
I believe that option should be the proposed Academy of Seminole Advance Rural Education that is being applied for.

Sincerely,



Bill Weldon

P.O. Box 585
Maysville, Oklahoma 73057
405-659-7890



PARKS MFG, INC. (DBA Blue Wave & Silver Wave Boats)
711 BOREN BLVD • SEMINOLE, OK • 74868
PHONE: 405-382-0349

10/28/16

Subject : Seminole Charter School

Since 2006 we have enjoyed our time in business here in Seminole, OK and as we look forward to future growth we must consider the important factors needed in retaining the young local talent and recruiting talented people into our community. We believe that choices are a good thing and having those choices available to everyone creates more opportunity for our young people. For this reason we support the initiative to pursue the Academy of Seminole and would hope that Seminole Public Schools choose to sponsor and work hand in hand to elevate the educational programs available.

Sincerely

The Parks Family

A handwritten signature in black ink, appearing to be "The Parks Family".

A handwritten signature in black ink, appearing to be "The Parks Family".

Seminole Producer
121 N Main Street
Seminole, OK 74868

To the Editor:

I read with interest the story about an aerospace company located in Seminole that desires to form a charter school to provide additional educational opportunities to foster their workforce.

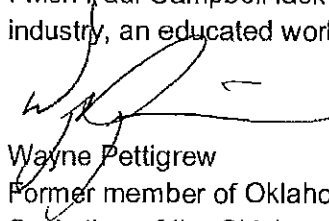
Providing such opportunities was one of the major goals of the Oklahoma Charter School Act when it was passed in 1999.

Oklahoma law allows all types of educational service providers and contains additional application elements specific to educational service providers that non-school district authorizers can use.

This would allow such a charter school to focus more on intensive math and introductory engineering classes that would be geared toward applications in the aerospace industry.

While the goal of the Charter Schools Act is for the establishing entity to work with the local school district in setting up their school, the law provides for the Oklahoma Department of Education to also approve the school. This allows the state to look beyond local issues when providing educational opportunities for students.

I wish Paul Campbell luck in his endeavor. If Oklahoma is to become a leader in the aerospace industry, an educated workforce is a must!



Wayne Pettigrew
Former member of Oklahoma House 1994-2004
Co-Author of the Oklahoma Charter Schools Act

Wayne Pettigrew can be reached at 405-642-9350 (Cell)

Columbus Oil Company

PO Drawer 1111 -:- 513 Boren Blvd.

Seminole, OK 74818-1111

405-382-5403

November 2, 2016

To whom it may concern,

I was happy to hear that Advance Rural Education (ARE) was applying for a charter school in Seminole. After talking with them and hearing their plans to provide both STEM and Classical based curriculum, I am delighted they chose Seminole to do so.

I believe parents and students deserve a choice when it comes to education. I was a strong advocate of that when my daughter, Whitney, was in the Seminole School system. Having the choice to send your child to receive an education that would not be otherwise offered brings tremendous value to both our local parents and students, but our teachers and administrators as well. Had my husband, Dan and I had that choice we would never have moved our own daughter from Seminole schools in the 8th grade.

I know The Academy of Seminole will not be for everyone, but for those that want and choose to attend, I believe it will provide an outstanding education they will carry with them for the rest of their lives. I fully support ARE's charter application.

Sincerely,

A handwritten signature in black ink, appearing to read "Darlene S. Wallace". The signature is fluid and cursive, with the first name being the most prominent.

Darlene S Wallace
CEO/President

11/1/16

To Whom It May Concern:

This letter will serve as a strong letter of support and recommendation for the Academy for Rural Education (ARE). As a father of students and the Economic Development Director for Seminole, I have seen first hand the desperate need for education options for parents.

I personally know of dozens of children that are leaving public schools for education. Clearly, these parents have made the decision that their children need something far different than what is currently being offered.

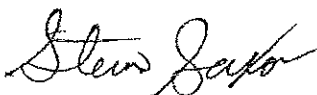
Furthermore, it has become much more difficult for our employers to recruit young professional families to work in their businesses without the promise of updated facilities and teaching techniques.

I firmly believe that a charter school in Seminole is crucial to our future success. Simply put, there is no larger issue facing our community than the education system being revolutionized. We need a phenomenal new creation that will take our students far beyond the limits currently being placed upon them. Frankly, the young professional families who will transform our community are demanding it. And, we could not be more confident that this new creation will become a magnet for Seminole and the State of Oklahoma.

The potential to take the shackles off of our students is at hand. Allowing our private companies, state college, and an acclaimed education curriculum firm to launch an innovative and challenging charter school will be the genesis. After hours of research, tours and conceiving, I see absolutely no hurdles to bringing this system to reality. I have total confidence that in a very short period this school will be a model for the nation.

I urge you to inspire students to greatness by empowering this pioneering strategy.

Sincerely,

A handwritten signature in cursive script, appearing to read "Steve Saxon".

Steve Saxon



RKR Exploration, Inc.
PO Box 1688
Seminole, OK 74818-1688

November 2, 2016

Seminole School Board
617 North Timmons
Seminole, OK 74868

Subject: The Academy of Seminole

To Whom It May Concern,

As a local small business, we are encouraged by the prospect of a new school choice for Seminole. We believe that a public charter school choice that offered a differentiated curriculum for students would not only benefit the children of Seminole, but also the local businesses that would be looking to hire these young men and women upon graduation.

We hope that you will decide to sponsor The Academy of Seminole. We believe that choices in education benefit local families and industry. We support the initiative to create The Academy of Seminole, and hope that you will as well.

Warm regards,

Zack Taylor

RKR Exploration

Office
Phone (405) 382-2070
Fax (405) 382-2071
Email: rkrexploration@sbcglobal.net

Kenny Taylor Home (405) 382-6938
Cell (405) 380-8515

Rick Taylor Home (405) 382-6810
Cell (405) 380-8223

Stephanie Taylor
PO Box 1688
Seminole, OK 74818

November 2, 2016

Seminole School Board
617 North Timmons
Seminole, OK 74868

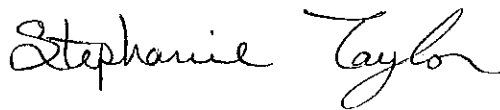
Dear Seminole School Board:

I am writing to express my support for the creation of a public charter school option for the children of Seminole. I believe that our town and our district only benefit from offering more choices for children and their families.

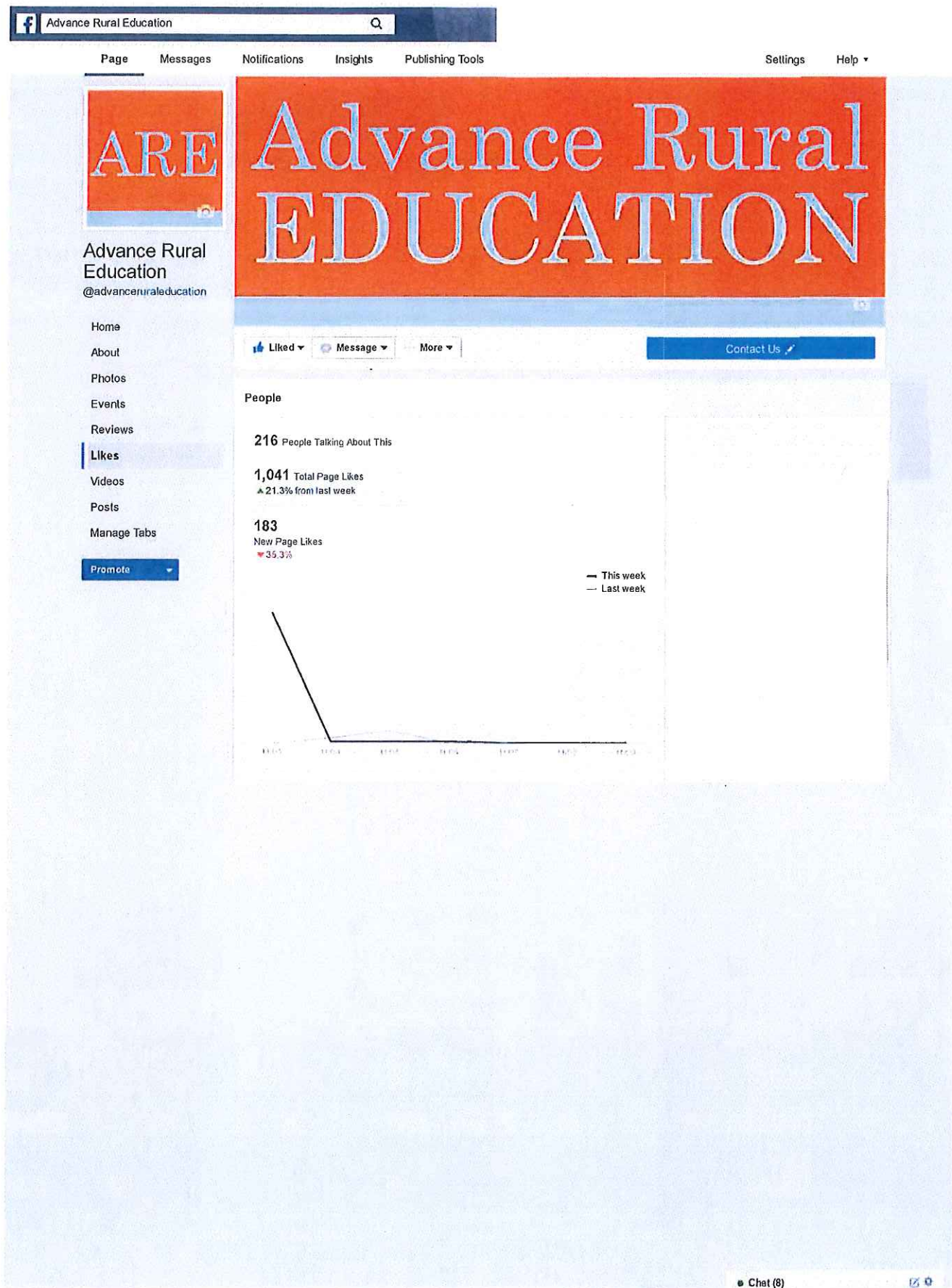
As for my own family, we have seriously considered relocating out of the Seminole area in search of a community that has more to offer our young daughter. We were looking at selling our business interests in Seminole, but now have decided to wait. We would most likely keep our business interests in Seminole and stay if we have a public charter school available for our daughter. We would like to see Seminole reap the benefits as a school district and as a community from offering a public charter school option for families that are interested in that alternative curriculum setup for their children.

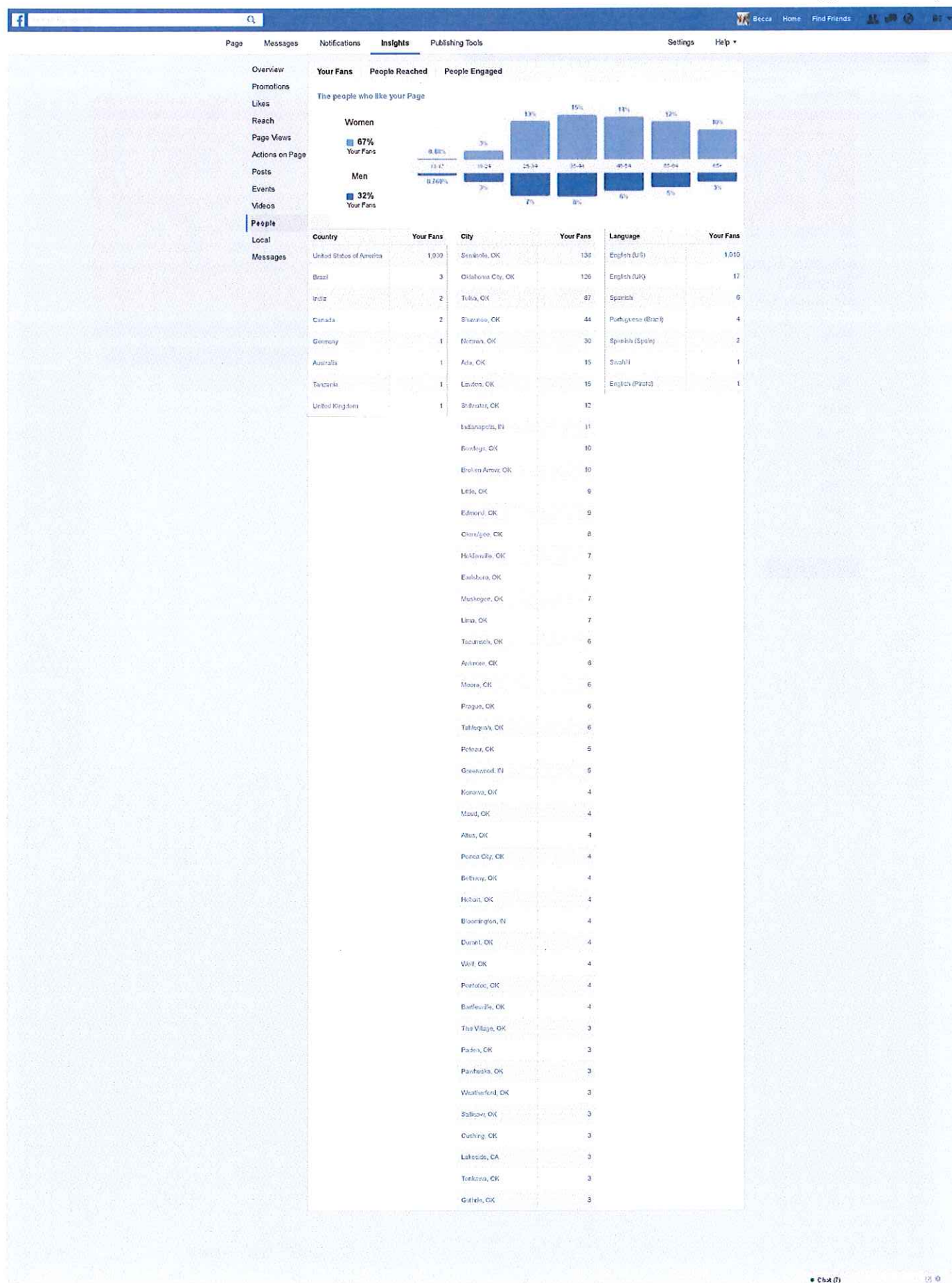
I hope that you will consider investing in the future growth of Seminole, by offering every available opportunity for our children.

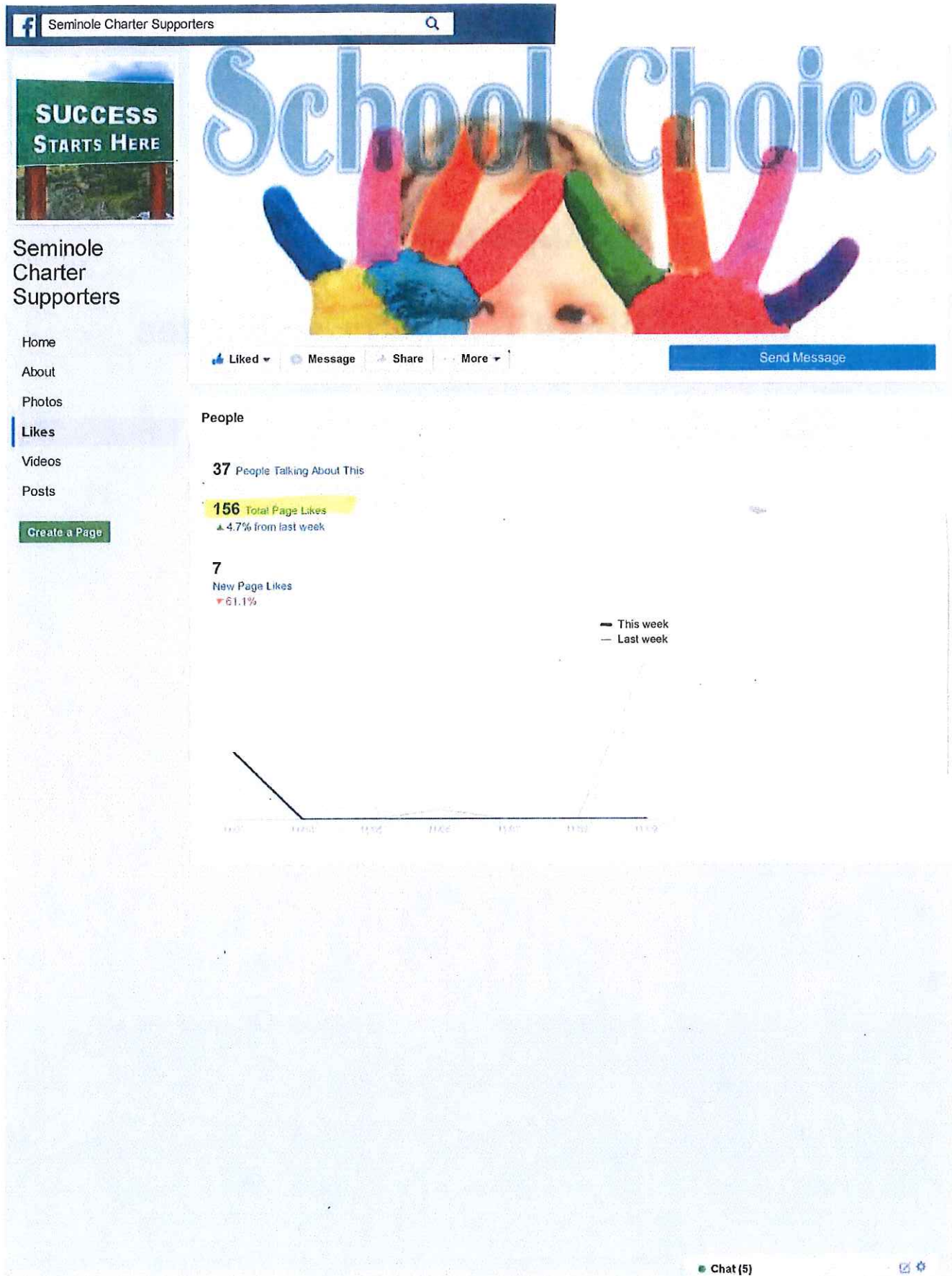
Sincerely,

A handwritten signature in cursive script that reads "Stephanie Taylor". The signature is written in black ink and is positioned above the printed name.

Stephanie Taylor









Appendix G

Charter School Training Certificates

Office of State Superintendent State of Oklahoma




THE STATE SUPERINTENDENT OF PUBLIC INSTRUCTION
RECOGNIZES AND APPLAUDS

DANIEL WYATT

UPON SUCCESSFUL COMPLETION OF CHARTER SCHOOL TRAINING FOR EXEMPLIFIED
EXCELLENCE AND COMMITMENT TO ACADEMIC ACHIEVEMENT AND STUDENT SUCCESS, AND
SERVES AS A MODEL FOR QUALITY VALUES AND ESTEEMED CHARACTER IN OUR COMMUNITY
AND THROUGHOUT THE GREAT STATE OF OKLAHOMA.

SEPTEMBER 15, 2016

DATE

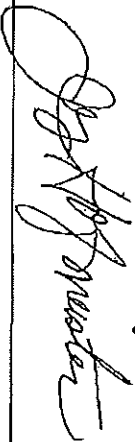

JOY HESTER
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

Office of State Superintendent State of Oklahoma

The State Superintendent of Public Instruction
expresses appreciation and congratulations to

Jenifer Humphreys

upon Successful Completion of Charter School Training for exemplified
excellence and commitment to academic achievement and student success,
and serves as a model for quality values and esteemed character in our
community and throughout the Great State of Oklahoma.



JOY HOFMEISTER, STATE SUPERINTENDENT OF PUBLIC INSTRUCTION
OKLAHOMA STATE DEPARTMENT OF EDUCATION

MARCH 3, 2015

Office of State Superintendent State of Oklahoma



THE STATE SUPERINTENDENT OF PUBLIC INSTRUCTION
RECOGNIZES AND APPLAUDS

PAUL CAMPBELL

UPON SUCCESSFUL COMPLETION OF CHARTER SCHOOL TRAINING FOR EXEMPLARY
EXCELLENCE AND COMMITMENT TO ACADEMIC ACHIEVEMENT AND STUDENT SUCCESS, AND
SERVES AS A MODEL FOR QUALITY VALUES AND ESTEEMED CHARACTER IN OUR COMMUNITY
AND THROUGHOUT THE GREAT STATE OF OKLAHOMA.

SEPTEMBER 15, 2016

DATE


JOY HOGEMEISTER
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

Office of State Superintendent
State of Oklahoma



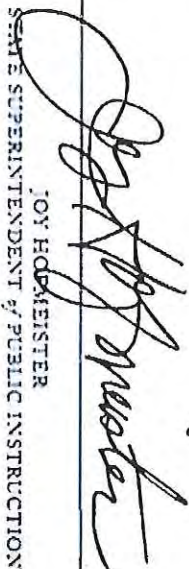
THE STATE SUPERINTENDENT OF PUBLIC INSTRUCTION
RECOGNIZES AND APPLAUDS

PATRICIA HUDSON

UPON SUCCESSFUL COMPLETION OF CHARTER SCHOOL TRAINING FOR EXEMPLARY
EXCELLENCE AND COMMITMENT TO ACADEMIC ACHIEVEMENT AND STUDENT SUCCESS, AND
SERVES AS A MODEL FOR QUALITY VALUES AND ESTEEMED CHARACTER IN OUR COMMUNITY
AND THROUGHOUT THE GREAT STATE OF OKLAHOMA.

SEPTEMBER 15, 2016

DATE


JOY HOCKMEYER
STATE SUPERINTENDENT of PUBLIC INSTRUCTION



Appendix H

Performance Framework



Appendix H

Oklahoma Charter School - Template 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 ? (Note: All subgroups will be evaluated separately) | | |
| 1.3.2—Are students in all subgroups achieving proficiency on statewide assessments in Math ? (Note: All subgroups will be evaluated separately) | | |
| 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? (Note: All subgroups will be evaluated separately) | | |
| 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? (Note: All subgroups will be evaluated separately) | | |
| 1.5—Postsecondary Readiness | | |
| 1.5.1—Assessment Participation | | |
| 1.5.2—Assessment Performance | | |
| 1.6—Graduation Rate | | |



Appendix H (con't)

Oklahoma Charter School - Template 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"> o Meets Standard At least 60% of FAY students score proficient or advanced on OSTP o Does Not Meet Standard 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"> o Meets Standard At least 60% of FAY students score proficient or advanced on OSTP o Does Not Meet Standard 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"> o Meets Standard 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 o Does Not Meet Standard 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"> o Meets Standard 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 o Does Not Meet Standard 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 |



Appendix H (con't)

Oklahoma Charter School - Template 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? (Note: All subgroups will be evaluated separately)</p> <ul style="list-style-type: none"> ○ Meets Standard At least 60% of FAY students score proficient or advanced on OSTP ○ Does Not Meet Standard 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? (Note: All subgroups will be evaluated separately)</p> <ul style="list-style-type: none"> ○ Meets Standard At least 60% of FAY students score proficient or advanced on OSTP ○ Does Not Meet Standard 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? (Note: All subgroups will be evaluated separately)</p> <ul style="list-style-type: none"> ○ Meets Standard 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 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? (Note: All subgroups will be evaluated separately)</p> <ul style="list-style-type: none"> ○ Meets Standard 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 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 |

Appendix H (con't)

Oklahoma Charter School - Template Academic Performance Framework

| 1.5—Postsecondary Readiness | |
|--|---|
| <p>1.5.1—Assessment Participation</p> <ul style="list-style-type: none"> ○ Meets Standard At least 70% of FAY students in the 11th and 12th grades will have taken the ACT, SAT, PSAT, or ASVAB at least once. ○ Does Not Meet Standard Less than 70% of FAY students in the 11th and 12th grades will have taken the ACT, SAT, PSAT or ASVAB at least once. | <p>1.5.2—Assessment Performance</p> <ul style="list-style-type: none"> ○ Meets Standard The most recent year's average ACT, SAT, PSAT, 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 The most recent year's average ACT, SAT, PSAT 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 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 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. | |



Appendix H (con't)

Oklahoma Charter School - Template 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 ? (Note: All subgroups will be evaluated separately)* | 1 | |
| 1.3.2—Are students in all subgroups achieving proficiency on statewide assessments in Math ? (Note: All subgroups will be evaluated separately)* | 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? (Note: All subgroups will be evaluated separately)* | 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? (Note: All subgroups will be evaluated separately)* | 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.

Appendix H (con't)

**Oklahoma Charter School - Template
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? | | |

Oklahoma Charter School - Template
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 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 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 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 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 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 the three years, and cash flow in the most recent year is positive. ○ Does Not Meet Standard 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 Debt to Asset Ratio is less than 0.9 ○ Does Not Meet Standard Debt to Asset Ratio is greater than 0.9 |



Appendix H (con't)

Oklahoma Charter School - Template 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 All reports were filed on time. ○ Does Not Meet Standard 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 All reports were filed on time over the term of the charter contract. ○ Does Not Meet Standard 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 | |
|---|--|
| $[(\text{Points Earned})/(\text{Points Available})]*100 = \text{Score}$ | |



Appendix H (con't)

Oklahoma Charter School - Template 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 (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) | | |
| 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)? | | |

Oklahoma Charter School - Template 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 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 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 The recurrent enrollment for this year is equal to or greater than 75%. ○ Does Not Meet Standard 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 The cumulative average recurrent enrollment is equal to or greater than 75% over the term of the charter contract. ○ Does Not Meet Standard The cumulative average recurrent enrollment is less than 75% over the term of the charter contract. |



Appendix H (con't)

Oklahoma Charter School - Template 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 The board of governance for the school consistently complies with requirements in the Open Meetings & Open Records Acts. ○ Does Not Meet Standard 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 There were no findings on the school's most recent Accreditation Report. ○ Does Not Meet Standard 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 There were no findings on any of the Accreditation Reports over the term of the charter contract. ○ Does Not Meet Standard 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 The school has consistently met all requirements for the school website(s) as described in the Oklahoma statute and by the State Department of Education. ○ Does Not Meet Standard The school has not consistently met all requirements for the school website(s) as described in the Oklahoma statute and by the State Department of Education. | |

Oklahoma Charter School - Template 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 All reports were filed on time. ○ Does Not Meet Standard 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 All reports were filed on time over the term of the charter contract. ○ Does Not Meet Standard 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 All reports were filed on time. ○ Does Not Meet Standard 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 All reports were filed on time. ○ Does Not Meet Standard One or more reports were not filed on time. |
| 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 Students and families have access to support structures 24 hours per day and seven (7) days per week. ○ Does Not Meet Standard Students and families do not have access to support structures 24 hours per day and seven (7) days per week. | |



Appendix H (con't)

Oklahoma Charter School - Template Organizational Performance Framework

| Organizational Performance Framework Score | | |
|--|------------------|---------------|
| Criteria | Points Available | Points Earned |
| 3.1—Attendance Rate | 2 | |
| 3.2.1—Recurrent Enrollment (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) | 3 | |
| 3.2.2—Recurrent Enrollment Average | 3 | |
| 3.3—Open Meetings & Open Records Compliance | 1 | |
| 3.4.1—Accreditation (Most Recent) | 2 | |
| 3.4.2—Accreditation (Contract Term) | 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 | |
| $[(\text{Points Earned})/(\text{Points Available})]*100 = \text{Score}$ | |

Appendix H (con't)

**Oklahoma Charter School - Template
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 | |



Appendix I

Admission Application Packet for Parents & Students



THE ACADEMY
OF SEMINOLE

SAMPLE APPLICATION – PRIORITY LEVEL #1

Dear Prospective Parent:

The Academy of Seminole (Academy) is a tuition-free public charter school that will open in August, 2017. Our mission is to offer quality educational opportunities to children in the Seminole School District (the “District”) through an innovative public-private partnership. Our vision is to be nationally recognized as the premier PK-12 learning center that equips students to excel at their life’s passions.

As a resident of our attendance area, you have first priority admission to our school. By choosing to enroll in the Academy, you would be choosing to opt in to attending the Academy and opting out of attending the District’s school that you would normally attend. If you wish to attend the District’s school, you should not apply to the Academy.

Students entering Eleventh through Twelfth grade may apply for enrollment for the 2017-18 school year. All pre-enrollment forms must be submitted with your application, along with all supporting documentation requested by the Academy.

| | |
|--------------------|---|
| FIRST LEVEL | <input type="checkbox"/> Application Forms for the Academy |
| | <input type="checkbox"/> Birth Certificate |
| | <input type="checkbox"/> Two (2) Proofs of Residency (e.g. Mortgage statements, leases, utility statements- no telephone or cable statements) |
| | <input type="checkbox"/> Immunization Records, as required by law |
| | <input type="checkbox"/> Consent to Release Information (SDE Form 11) |
| | <input type="checkbox"/> Educational Records (Assessments, IEP, 504, Gifted) |
| | <input type="checkbox"/> Home Language Survey |
| | <input type="checkbox"/> School-Parent-Student Compact |

- Any child who resides within the designated attendance boundaries of the Academy, which corresponds with the current jurisdictional boundaries of the Seminole School District.
 - Additionally, Priority Level #1 includes any child who:
 - i) Is a sibling of a child attending the Academy, or
 - ii) Is a child of a teacher and/or staff working at the Academy, or
 - iii) Is a child of a Board member.
- Enrollment and admission decisions will be based on Academy capacity limitations, class/grade capacity limitations, program availability, and/or educational needs of the student. If, at any time, the number of eligible students applying for admission exceeds the capacity of the school, a lottery will be held to select the students that may be admitted to the School.



THE ACADEMY OF SEMINOLE

STUDENT ENROLLMENT FORM

Student enrollment forms are **very important** — for your family and for the Academy. The information you provide allows us to:

- ✓ Distribute important school information to you including your student's academic progress reports and attendance information.
- ✓ Respond appropriately in the event of a medical situation involving your student.
- ✓ Contact you or others if there is a school emergency.

Information from enrollment forms also supports students' academic success by allowing the school to:

- ✓ Help your student receive support such as language services.
- ✓ Seek grants to strengthen classroom instruction.
- ✓ Evaluate our work on behalf of student groups (racial/ethnic, socioeconomic, etc.).
- ✓ Ensure that we are in compliance with civil rights laws regarding students and staff.

Instructions: The enrollment form is a required official record. The questions on this form ask for information that will help us provide services for your student. If you need help filling out this form, please contact us. **Please print using a dark ball-point pen, complete all pages, and sign & date the last page.** If any information should change during the school year, **notify the school immediately.**

Student Information: Grade Entering _____

Priority Level: ☐ 1 ☐ 2 (designate each that apply)

Explain Priority Level(s) Designated: _____

Legal Last Name _____

Legal First Name _____

Usual Last Name _____

Preferred First Name _____

Legal Middle _____

Gender ☐ Female ☐ Male Birth: MM/DD/YYYY ____/____/20__

Place of Birth: City _____

State _____ Country _____

Family Primary Phone # (Note: Family phone number will be used for attendance and emergency notifications) Primary Phone # (____) _____

Home Address _____ Apt. # _____

City _____ State _____ Zip _____

Mailing Address (If different from home) City _____ State _____ Zip _____

Federal and State Regulations require us to gather the following information for statistical reports. If you need more information, the school can help.

Ethnicity — Hispanic/Latino? ☐ Yes ☐ No

****Note: Both Ethnicity and Race must be selected**

Race — select at least one:

☐ American Indian or Alaska Native

☐ Asian

☐ Black

☐ Native Hawaiian or Other Pacific Islander

☐ White

Parent Information: Contact phone numbers and email addresses will be used to distribute important school information.

Parent/Guardian: ☐ Mother ☐ Father ☐ Guardian ☐ Other **Parent/Guardian used for Priority Level(s) Designated:** ☐ Yes ☐ No

Legal Last Name _____ Legal First Name _____

Living with student? ☐ Yes ☐ No Permission to pick up? ☐ Yes ☐ No Same as Student Address ☐ Yes ☐ No

Address (if different than above) _____ Apt. # _____

City _____ State _____ Zip _____

Primary Phone No. (_____) _____ Secondary Phone No. (_____) _____

Work Phone No. (_____) _____ Email Address _____

Employer: _____ Address: _____ In our attendance zone? ☐ Yes ☐ No

Parent/Guardian: ☐ Mother ☐ Father ☐ Guardian ☐ Other **Parent/Guardian used for Priority Level(s) Designated:** ☐ Yes ☐ No

Legal Last Name _____ Legal First Name _____

Living with student? ☐ Yes ☐ No Permission to pick up? ☐ Yes ☐ No Same as Student Address ☐ Yes ☐ No

Address (if different than above) _____ Apt. # _____

City _____ State _____ Zip _____

Primary Phone No. (_____) _____ Secondary Phone No. (_____) _____

Work Phone No. (_____) _____ Email Address _____

Employer: _____ Address: _____ In our attendance zone? ☐ Yes ☐ No

Additional Emergency Contacts: In an emergency, the parent/guardian(s) listed above will be called first. By listing a name or names in this section as an emergency contact, you are authorizing those people to pick up your student at school if you cannot be reached.

Last Name _____

Relationship To Student _____

Additional Phone No. (_____) _____

Last Name _____

Relationship To Student _____

Additional Phone No. (_____) _____

Last Name _____

Relationship To Student _____

Additional Phone No. (_____) _____

Last Name _____

Relationship To Student _____

Additional Phone No. (_____) _____

First Name _____

Primary Phone No. (_____) _____

Additional Phone No. (_____) _____

First Name _____

Primary Phone No. (_____) _____

Additional Phone No. (_____) _____

First Name _____

Primary Phone No. (_____) _____

Additional Phone No. (_____) _____

First Name _____

Primary Phone No. (_____) _____

Additional Phone No. (_____) _____

Program Information: In order to best serve the needs of your child, please answer the following:

Does your student have a current **Individualized Education Plan**? ☐ Yes ☐ No If yes, please attach a copy of your student's most recent IEP.

If no, does your child have an expired IEP? ☐ Yes ☐ No If no, is your child currently being evaluated for eligibility for an IEP? ☐ Yes ☐ No

Does your student have any special needs that the school will need to service? If yes, briefly explain: _____.

Type of disability program: _____ Type of services: _____ (e.g. Speech OT, PT, other)

Does your student have a current **Section 504 Plan**? ☐ Yes ☐ No If yes, please attach a copy of your student's most recent 504.

Is your child in the process of being tested for any special education services, or has your child been referred for such testing? ☐ Yes ☐ No

Is your student in a **Gifted and Talented** program? ☐ Yes ☐ No

Previous School Information:

Last School Attended: _____ **School District:** _____

School Phone #: (_____) _____ Years Attended: _____ to _____

Previous School Attended: _____ **School District:** _____

School Phone #: (_____) _____ Years Attended: _____ to _____

Previous School Attended: _____ **School District:** _____

School Phone #: (_____) _____ Years Attended: _____ to _____

Is the student **currently** under suspension from *any* school or school district? ☐ Yes ☐ No If yes, explain: _____

At any time, has the student ever been suspended from *any* school or district? ☐ Yes ☐ No If yes, explain: _____

Has student ever been advanced (skipped) a grade? ☐ Yes ☐ No Which grade and why? _____

Has student ever been retained (repeated) in a grade? ☐ Yes ☐ No Which grade and why? _____

Student Medical Information: Academy staff needs to know if your student has a medical condition for which he/she may require assistance during the school day. Remember to advise the school of any changes in information.

Doctor's Name (optional) _____ Phone No. (optional) (_____) _____

Dentist's Name (optional) _____ Phone No. (optional) (_____) _____

Preferred Hospital _____ Phone No. (optional) (_____) _____

Emergency Medical Services Authority (EMSA) makes the final decision for site of best available care when serious illness, accident or other emergency event directs need for transporting to a hospital. If possible, the school will advise EMSA of your hospital preference.

Insurance Carrier (optional) _____

Last physical exam date (optional) _____

Please check any current medical conditions: ☐ Serious Allergies (List:) _____ Life Threatening? ☐ Yes ☐ No

☐ Asthma ☐ Heart Disease ☐ Seizure Disorder ☐ Diabetes ☐ Type I ☐ Type II Other special health needs at school: _____

Medications to be taken at school: (please list and also complete the Authorization for Medication form)

Title X McKinney-Vento Program: This program guarantees that students, no matter their living situation, have access to public education, including transportation to and from school. A school representative will be in touch if you check a box.

- ☐ You are staying in a motel, car or campsite until you can find affordable housing
- ☐ You are sharing housing with another family due to economic hardship
- ☐ Your child is living with a relative, friend or anyone other than his/her biological parents
- ☐ You are living in a shelter, temporary housing or moving from place to place without permanent housing
- ☐ You are experiencing housing difficulties related to finances and would like to be contacted about services.

Language Information:

Does your family need an interpreter for school meetings? ☐ Yes ☐ No If yes, please indicate language: _____

Does your family want to receive translated printed materials at home? ☐ Yes ☐ No (If yes, please what language?: _____)

Before/After Childcare Program:

Do you plan to enroll your child in our before/after childcare program for a modest fee? ☐ Yes ☐ No

Other: Briefly state why you wish to have your child attend the Academy: _____

Siblings:

| Name | Age/DOB | School Attending | Grade |
|------|---------|------------------|-------|
| | | | |
| | | | |
| | | | |

Permissions and Authorizations:

____ INITIAL: **CHARTER SCHOOL:** I understand that by enrolling my child at the Academy I am waiving my right to attend the local, non-charter public school.

____ INITIAL: **WALKING FIELD TRIPS:** I hereby grant permission for my child to participate in walking field trips from the Academy.

____ INITIAL: **TRANSPORTATION:** I understand that Academy does not provide transportation services for students to and/or from school. I further understand that it is my responsibility to provide or arrange for transportation for my child to and/or from school each day in order to comply with state compulsory attendance laws. Academy will work through transportation issues and needs with families on a case-by-case basis.

____ INITIAL: **PHOTOGRAPHS:** I understand that student photographs are commonly used in yearbooks, newsletters, websites, and other school-related publications. If I do not want my student's photograph used or released for these purposes or for news media, I must contact the school office to submit a written request. This form must be completed each year.

____ INITIAL: **SCHOOL DIRECTORY:** I understand that many schools or PTA's publish school directories that include parent/guardian contact information. If I do not want my name, address, or other contact information released for these purposes, I must contact the school office to submit a written request. This form must be completed each year.

____ INITIAL: **REVOCATION OF TRANSFER:** I understand that my student attends the Academy on a transfer and that the transfer may be revoked pursuant to the policies of the Academy.

Appendix I (con't)

_____ INITIAL: **PARENTAL DUTIES:** I understand that as a parent I am expected to support my student by ensuring his/her attendance, volunteering, addressing behavior issues, and refraining from any disparaging comments, including social media, about the Academy or its faculty.

_____ INITIAL: **CODE OF CONDUCT:** I understand that my student is required behave in a proper and appropriate manner.

**The Academy of Seminole wishes you
and your student a successful academic school year!**

School-Parent-Student Compact

As a school, we will:

- Provide a clearly articulated school mission through which the staff shares a commitment to continuous improvement. We can make a difference and see the results!
- Create a climate of high expectations in which the staff demonstrates that all students can attain mastery of essential skills. We control enough of the variables to assure all students experience success.
- Model positive attitudes and possess the influence necessary to shape the attitudes of students.
- Be knowledgeable and skillful in research-based high-yield strategies, learning theory, and teaching methods that will enable students to achieve success. We will differentiate instruction and provide specific interventions as well as opportunities for enrichment.
- Build instructional leaders who share leadership with the staff. Together with teachers, the administrators will advance teamwork by providing job-embedded opportunities for teachers to collaborate and grow professionally.
- Measure student academic progress frequently. A variety of assessments will be used and the results of the will be used to improve student performance and to improve the instructional program.
- Give all students the opportunity to learn. Learning is the constant—time and support are the variables! Lack of previous opportunity will not be interpreted as a lack of ability to learn. We will allocate a significant amount of classroom time to instruction in literacy and math.
- Develop a safe, orderly, and caring atmosphere that is free from threat or harm. Our climate will be conducive to learning.
- Recognize student accomplishments and provide opportunities for students to develop leadership and citizenship.
- Partner with parents so that they will understand and support our school's mission. Parents will be given the opportunity to play an important role in helping our school achieve our mission.
- Empower all stakeholders to take the risks necessary for growth when encompassed in a climate of mutual respect, care, and compassion in which mistakes are seen as opportunities to learn and their ideas and efforts are appreciated. The entire staff will extend the same respect to students that we desire to receive from them and each other.

As a parent, I will:

- Support my child's learning by ensuring that he/she has proper rest, nutrition, and maintains excellent attendance and punctuality.
- Provide transportation to and from school. The Academy does **not** provide transportation for students; nevertheless, we will work with families through transportation concerns that may arise on a case-by-case basis.
- Abide by the Code of Conduct, procedures, and policies of the Academy.
- Obtain the required uniform(s) and ensure my child abides by the Uniform Dress Code of the Academy.
- Support my child's learning by reading with him/her 20 minutes each day, set a positive tone for learning at home, and provide "protected" time for homework completion.
- Strive to make positive use of my time with my child ("quality" one-on-one time).
- Participate in decisions relating to my child's education through a mutually respectful relationship with school staff.
- Provide a mutually respectful relationship between all parties (students, parents, teachers, and volunteers).
- Support my child's class/school (i.e. helping in class/school, volunteering in my child's classroom/school, communicating with my child's teachers, attending school events when possible, etc.).

As a student, I will:

- Respect and obey those in authority.
- Proudly follow the behavioral standards expected at our school and abide by the Code of Conduct, school creed, expectations, procedures, and policies of the Academy.
- Ask questions and seek out additional support when I am not sure about a lesson or learning objective.
- Make good choices like paying attention in class, staying on task, doing my best, and working hard at my schoolwork.
- Be the very best that I can be each and every day.

Parent Name: _____ Date: _____

Child's Name: _____ Date: _____

Teacher's Name: _____ Date: _____



Appendix J

Bylaws

of The Academy of Seminole, Inc.

BYLAWS

The Academy of Seminole, Inc.

ARTICLE I CORPORATION DEFINED:

- 1.1 Name. The name of the not-for-profit corporation is The Academy of Seminole, Inc., (hereinafter referred to as the "School").
- 1.2 Purpose. The purpose of the School is to operate and manage charter schools in Seminole County, Oklahoma.
- 1.3 Tax Exempt Status. The School is tax exempt pursuant to the Internal Revenue Code §501(c)(3) as described in §509(a)(1) and §170(b)(1)(A)(ii). The School shall operate exclusively for charitable, scientific, and educational purposes described pursuant to Internal Revenue Code §501(c)(3), and may do all things and perform all acts permitted a not-for-profit corporation under the laws of Oklahoma.
- 1.4 Tax Year. The School will utilize a Fiscal Year of July 1 to June 30.

ARTICLE II LOCATION:

- 2.1 Principal Office. The School shall locate its Principal Office within the Seminole School District in Seminole, Oklahoma. The School may change said Principal Office from one location to another, notifying the Internal Revenue Service and the Oklahoma Secretary of State of such change.
- 2.2 Registered Office. The registered office of the School will be maintained in the state of Oklahoma and may be, but need not be, identical with the Principal Office. A change of the Registered Office shall be filed with the Oklahoma Secretary of State.

ARTICLE III BOARD OF DIRECTORS:

- 3.1 Number. The Board of Directors, (hereinafter referred to as the "Board"), will consist of not fewer than three (3) and not more than nine (9) voting Directors. The Board may increase or decrease the number of Directors, in accordance with the range specified above, and are entitled to vote thereon at any regular or special meeting of the Board.

3.2. Duties. The Board shall have all powers and authority which may be granted to a board of directors of a corporation under the laws of Oklahoma. The duties of the Directors include the following:

1. Exercise a duty of obedience to the School's central purpose in guiding all decisions;
2. Exercise due care and act in good faith in all dealings and interests with the School;
3. Exercise a duty of loyalty to the School by avoiding and/or managing conflicts of interest;
4. Approve, periodically review and/or amend these Bylaws and the Certificate of Incorporation;
5. Approve, periodically review and/or amend board policies which may include duties in addition to those designated in these Bylaws;
6. Approve policies including but not limited to fiscal, governance, personnel, and program policies;
7. Maintain a record of all approved policies and contemporaneous minutes and records of all meetings of the Board or committees with Board delegated duties or authority;
8. Approve the annual budget and oversee the financial administration of the School;
9. Review Form 990 prior to submission to the IRS or authorize an appropriate committee to perform such duty;
10. Review and approve all contractual agreements or authorize the Finance Committee or Superintendent to execute such agreements in accordance with the financial policies;
11. Fill the position of the Superintendent, if any, perform annual evaluations and establish the qualifications, description of duties, and general scope of authority related to said position;
12. Make a personal annual financial contribution to the School;
13. Sit on a minimum of one committee unless excused from such duty by a vote of the Board; and,
14. Perform such other duties as prescribed by the Board.

- 3.3. Composition. A majority of the Board must reside within the Seminole School District. Only one member of any one family related by blood or marriage or only one member residing within a household may be a Director at any given point in time. An employee of the School may not serve as a voting or non-voting Director or have representation on the Board.
- 3.4. Nomination. The Board Governance Committee shall prepare a slate of candidates in accordance with Article VI. Independent nominations which have been approved by the Board Governance Committee may be made no fewer than ten (10) days prior to the election with the prior consent of the nominee. Nominations from the floor shall not be accepted.
- 3.5. Election. Elections shall be determined by a majority of a quorum of the Board. In addition, elections shall be conducted at a minimum of annually in the Fourth Quarter of the Fiscal Year to allow the newly elected Directors to begin on the first day of the First Quarter of the following Fiscal Year. If the slate is not approved, a majority of a quorum of the Board may call for a vote on each slated candidate. Each slated candidate receiving a majority of the votes cast shall become a Director. The Board may request the Board Governance Committee to provide an additional slate of candidates should a Director position(s) remain open. Elections may take place at any regularly or specially called meeting of the Board.
- 3.6. Term of Office and Term Limits. A Director shall serve a term for a period of three (3) years. Upon adoption of these Bylaws, Directors shall be assigned a one (1), two (2), or three (3) year term to allow for approximately one-third (1/3) of the Directors to be up for election each year. Any Director may serve three (3) consecutive terms. Should a Director wish to serve a fourth consecutive term, such Director shall provide a written request to serve a fourth term to the Board Governance Committee. Should the Board Governance Committee wish to address the Board prior to a vote, the Director shall leave the room while his/her fourth term is discussed. The Board shall vote on such request(s) a three-fourths (3/4) majority of a quorum required to extend service for an additional one (1) term thereby allowing for four (4) consecutive terms. Any individual, who has served three (3) consecutive terms or four (4) consecutive terms if so determined by the Board, or has resigned, may be eligible for re-election as a Director after a period of one (1) year. A Director shall serve no more than a total of six (6) terms. Upon resignation, removal or vacancy of a Director, the respective successor shall serve the remainder of the term. Any partial term shall not be considered as a full term when determining term limits.
- 3.7. Removal or Resignation. Due to quorum requirements, any Director who misses three (3) consecutive meetings shall be deemed to have resigned as a member of the Board and cease to be a member thereof on the date of the third absence. The Director may request in writing to be reinstated by a majority vote of a quorum of the Board at the meeting following the resignation. A majority vote of the total number of Directors may remove any Director at any time with or without cause at any regular or specially called meeting.

Any Director may resign at any time by giving written or verifiable electronic notice to the President or to the Secretary. Any resignation shall take effect upon receipt or at the time specified in the notice and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. No Director may resign if the School would then be left without a duly elected Director or Directors in charge of its affairs, except upon notice to the Oklahoma Secretary of State and to the Internal Revenue Service.

- 3.8. Vacancies or Newly Created Directorships. The Board Governance Committee shall present to the Board candidates for vacancies resulting from term limits, resignation, removal or newly created Directorships. A majority vote of a quorum of the Directors may elect Directors for such vacancies or newly created Directorships at any regularly or specially called meeting of the Board.

If, due to such vacancies, the number of Directors is fewer than five (5) as stated in Section 3.1, a majority vote of the total number of Directors may elect Directors to fill such vacancies without the additional requirements set forth in Article VI. Those elected by the Board shall assume their positions for the duration of the unexpired term.

- 3.9. Compensation. Directors shall serve without compensation. Directors may be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their duties at the discretion of the Board.

ARTICLE IV MEETINGS OF THE BOARD:

- 4.1 Meetings. All meetings of the Board of Directors, regardless of the type of meeting, shall be held in accordance with *The Oklahoma Open Meeting Act*. The Board shall meet quarterly and shall have a minimum of four (4) meetings of the Board per year. Meetings of the Board may be held at such times as shall be determined by the President or by any three (3) Directors. Meetings of the Board may be held at any location designated by a majority vote of a quorum of the Board.
- 4.2 Quorum. A majority of the total number of Directors shall constitute a quorum. In the absence of a quorum, a majority of the Directors present at any meeting may vote to adjourn the meeting to another place, date or time. Notice of any meeting adjourned and rescheduled in this manner shall be given as set forth in Section 4.3.
- 4.3 Notice and Posting of Meetings. Notice and Posting of meetings for the Board of Directors shall be in accordance with *The Oklahoma Open Meeting Act*. Directors who wish to receive notice of meetings via electronic transmission in addition to the requirements set forth in *The Oklahoma Open Meeting Act* must provide their address to the Secretary of the School.

- 4.4 Voting and Privileges. Each Director shall have one vote. The vote of each Director shall be publicly cast and recorded. Routine business shall be transacted by a majority vote of a quorum of the Directors. A majority vote of a quorum of the Directors, except when the law or these Bylaws require otherwise, shall determine all matters. Proxies may not be used.
- 4.5 Procedures. Conflicts in procedures shall be resolved in accordance with the current edition of Robert's Rules of Order as a procedural guide unless determined otherwise in these Bylaws, written policy or state law.

ARTICLE V OFFICERS OF THE BOARD:

- 5.1 Officers. The Officers of the Board must be previously elected to the Board of Directors of the School. Board Officers shall be a President, a Vice-President, a Treasurer, a Secretary, and a Board Governance Chairperson.
- 5.2. Term of Office. An Officer shall serve for a one (1) year term or until the next succeeding election of Officers. An Office may not be held by the same Director for more than three (3) consecutive terms. Upon resignation, removal, or vacancy of an Officer, the respective successor shall serve the remainder of the term. Any partial term shall not be considered as a full term when determining term limits.
- 5.3. Election. The Officers of the School shall be elected by the Directors in the manner set forth in Sections 3.4 and 3.5 with the exception of those duties delegated pursuant to Section 6.12. Each Officer shall hold his/her Office until he/she shall resign, be removed, disqualified to serve, or until his/her successor shall be elected.
- 5.4. President. The President shall have the following duties:
1. Act as the Principal Officer of the School, subject to the control of the Board;
 2. Have general supervision and direction of the Officers of the School;
 3. Aid the Superintendent in setting the meeting agendas;
 4. Preside at all meetings of the Board;
 5. Sign the minutes of the meetings over which he/she presided;
 6. Report to the Board concerning the operations of the School on an ongoing basis; and,
 7. Have such other powers and duties as may be prescribed by the Board or the Bylaws.

5.5. Vice-President. The Vice-President shall have the following duties:

1. In the absence or disability of the President, perform all the duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon the President.
2. Have such other powers and duties as may be prescribed by the Board or the Bylaws.

5.6. Secretary. The Secretary, or designee, shall have the following oversight responsibilities:

1. Post and give notice of all meetings of the Board as required by *The Oklahoma Open Meeting Act*;
2. Keep a record of minutes of all meetings of the Board with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present at the meetings, the number present or represented at meetings and the proceedings thereof;
3. Sign the minutes of the meetings and ensure such minutes are available for approval at the following meeting of the Board;
4. Exhibit at all reasonable times, upon the request of a Director, these Bylaws, and the minutes of the proceedings of the Board;
5. Keep, or cause to be kept, at the Principal Office all documents required for public inspection by the Internal Revenue Service;
6. Keep, or cause to be kept, a record of the names of Directors and Officers with the addresses at which such individuals/entities are to receive notice; and,
7. Have such other powers and duties as may be prescribed by the Board or the Bylaws.

5.7. Treasurer. The Treasurer, or designee, shall have the following oversight responsibilities:

1. Keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the School;
2. Ensure the books of account are open to inspection by any Director at all reasonable times;
3. Ensure a financial statement is provided to the Board at its last meeting of the Fiscal Year;

4. Provide a report of the School's financial affairs at meetings of the Board at regular meetings and/or when requested by a Director;
 5. Ensure appropriate oversight and implementation of the financial policies and procedures; and,
 6. Have such other powers and duties as may be prescribed by the Board or the Bylaws.
- 5.8. Board Governance Chairperson. The Board Governance Chairperson shall have the following duties:
1. Ensure the Board Governance Committee fulfills the duties set forth in Article VI; and,
 2. Have such other powers and duties as may be prescribed by the Board or the Bylaws.
- 5.9. Immediate Past President. The Immediate Past President shall serve as an advisor to the President for one year immediately following his/her term as President. If his or her term as a Director has expired the Immediate Past President shall not be considered a Director as set forth in Section 3.1 or shall be counted for the purpose of establishing a quorum. However, such Immediate Past President shall be considered an ex-officio, non-voting individual and shall continue to receive notice of meetings.
- 5.10. Removal and Resignation. Any Officer may be removed, either with or without cause, by a vote of a majority of the total number of Directors, at any regular or special meeting.
- Any Officer may resign at any time by giving verbal, written, or verifiable electronic notice to the President or to the Secretary. Any resignation shall take effect upon receipt or at the time specified in the notice and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Verbal resignations must be confirmed by two Officers. Such confirmed resignation shall then be recorded in the minutes of the meeting immediately following the resignation.
- 5.11. Vacancies. A vacancy in the Office of the President shall be filled by the Vice-President. In the event of a vacancy in any Office other than that of the President, such vacancy may be filled temporarily by appointment by the President. A vacancy in any Office shall be filled by an election of a majority vote of a quorum of the Board after preparation of a slate by the Board Governance Committee in the manner set forth in Sections 3.4 and 3.5.
- 5.12. Delegation of Duties. In case of the absence or disability of any Officer of the School or for any other reason that the Board may deem sufficient, the Board may by a vote, delegate the powers or duties of such Officer to any other Officer

or to any Director with such power of delegation valid for one year from the date of the vote authorizing such delegation. Each Director shall have only one vote even if filling more than one office.

ARTICLE VI GOVERNANCE COMMITTEE:

6.1 Governance Committee. The Governance Committee shall be a standing committee of the School. The purpose of the Governance Committee is to aid the Board in the continual development of the Board. A Director as determined by the Board shall serve as the Chairperson of the Governance Committee and members of the Governance Committee will be selected by the Board. The Committee shall include a minimum of three (3) members with a minimum of one (1) member being a member of the Board. Directors who are seeking election or re-election shall not serve on the Board Governance Committee unless requested to do so by the Board.

6.2 Duties. The duties of the Committee are as follows:

1. Research candidates for Directors and Officers prior to placement on a slate for submission to the for a vote;
2. Provide a slate of candidates for Directors and Officers to the Board at least five (5) days but not more than sixty (60) days prior to the election;
3. Each slate may include multiple names for each position;
4. Review any written request(s) from a Director(s) wishing to serve a fourth consecutive term and make recommendations, at the discretion of the Board Governance Committee, to the Board concerning such request(s);
5. Rotate the Board terms to allow for approximately one-third (1/3) of the board to be slated for election each year with flexibility to allow for rotating terms;
6. Review and recommend changes to the Board concerning amendments to the Certificate of Incorporation and Bylaws;
7. Develop and provide orientation and training for all Directors that addresses a Director's responsibilities; the organization's purpose, history, methods of operation, and organization activities; and, information concerning day-to-day operations;
8. Propose, as appropriate, changes in board structure and operation;
9. Provide ongoing counsel to the President and other Officers on enhancing board effectiveness;
10. Take steps to recruit and prepare future Directors;

11. Ensure the Conflict of Interest Policy set forth in the School's policies is enforced;
 12. Recommend removal of Officers and Directors; and,
 13. Have such other duties as determined by the Board.
- 6.3 Authority and Voting Rights. The Governance Committee does not have the authority to act on behalf of the Board in any capacity without the express written consent of the Board. To the extent the granting of authority of the Board to the Governance Committee is allowed by law and is granted, the Governance Committee meetings will be subject to *The Oklahoma Open Meeting Act*, the authority to act on behalf of the Board must be reported on the Form 990 tax return of the School, contemporaneous minutes must be taken and maintained with the corporate records, and any other legal obligations will be followed.
- 6.4 Quorum. A quorum of the Governance Committee shall consist of a majority of the Governance Committee members.

ARTICLE VII COMMITTEES OF THE BOARD:

- 7.1 Committees. The Board shall have the power to create, revoke, or modify any committee deemed necessary.
- The Board shall elect Committee Chairs and committee members. Each committee shall have a minimum of three (3) members. Non-Board members may serve as Committee members at the approval of the Board. Each Committee shall have a Director assigned to oversee the actions of the Committee. Each Director must sit on a minimum of one (1) committee unless excused from such duty by a vote of the Board.
- 7.2 Reporting to the Board. All committees shall report to the Board as the Board may require. To the extent the delegation of duty or authority by the Board to a committee is allowed by law and the Board elects to delegate any of its duties or authority to a committee, such committee meetings will be subject to *The Oklahoma Open Meeting Act*, the authority to act on behalf of the Board must be reported on the Form 990 tax return of the School, contemporaneous minutes must be taken and maintained with the corporate records, and any other legal obligations will be followed. The Board may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these Bylaws.
- 7.3 Notice of Committee Meetings. Committees shall provide a minimum twenty-four (24) hours notice to the committee members. If a committee member does not receive notice of a committee meeting, but attends the committee meeting, he/she shall be deemed to have received notice of the committee meeting. Notice of such committee meetings may be given verbally or via electronic

transmission. Committees with board delegated powers shall provide notice of committee meetings in accordance with Section 4.3.

ARTICLE VIII SUPERINTENDENT:

- 8.1 Employment. The Board has the authority fill the position of the Superintendent. The Board will establish a committee to perform annual evaluations and establish the qualifications, description of duties, and general scope of authority related to said position. In addition, the Board will ensure the terms of compensation arrangements of the Superintendent are recorded in writing noting the date of approval and maintained with the information on which the Board based its decision.
- 8.2 Duties. The Superintendent shall manage the day-to-day operations and business of the School. The Superintendent shall perform management duties pursuant to a job description, including but not limited to the hiring/firing of staff and performance evaluations of staff. The Board may change the job description to increase or decrease the responsibilities of the Superintendent. However, the functions of the Superintendent shall not supersede the duties of the Board as set forth in Section 3.2.
- 8.3 Separation of Duties. The Superintendent shall not be an Officer or Director of the School.

ARTICLE IX SUPPORTING ORGANIZATION

- 9.1 Foundation Defined. The School is supported by The Academy of Seminole Foundation (hereinafter referred to as the "Foundation"). The Foundation is tax exempt pursuant to the Internal Revenue Code §501(c)(3) as described in §509(a)(3) and further classified as a Type I Supporting Organization.
- 9.2 Foundation Board of Directors. As a Type I Supporting Organization, the Foundation will be operated, supervised, or controlled by the School. Therefore, the School will request the Foundation provide a slate of candidates to be approved as directors of the Foundation in the Fourth Quarter of the Fiscal Year to allowing appointed directors to begin their terms beginning July 1. The slate of directors is to be accepted by vote of a majority of a quorum of the Directors of the School. If the slate is not accepted by the School, the School shall vote on each slated candidate separately. Each slated candidate receiving a majority vote of a quorum of the Directors of the School shall become a director of the Foundation. If less than five (5) directors are approved by School, the directors of the Foundation shall appoint by a majority vote of a quorum the needed number of directors to fulfill the requirements of the Foundation's bylaws allowing the Governance Committee to present a second slate of candidates to the School for approval at the next scheduled meeting of the School. Independent nominations for directors of the Foundation may not be made by Directors of the School.

In the case of a removal, resignation, or vacancy, Directors may be appointed by the Directors of the Foundation at a regular meeting or at a meeting specially called for such purpose and shall serve until the next meeting of the School or until such time as the minimum number of Directors have been appointed by the School.

- 9.3 Composition of Foundation Board of Directors. A majority of the Directors of the Foundation Board must be independent in that they shall not be Directors of the School.

ARTICLE X CONFLICT OF INTEREST POLICY

- 10.1 Purpose. The purpose of the conflict of interest policy is to protect the tax-exempt status of the School when contemplating entering into a transaction or arrangement that might benefit the private interest of an Officer or Director of the School or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interests applicable to nonprofit and charitable corporations.

10.2 Definitions.

1. Interested Person: Any Director, Officer, or member of a committee with board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person. If a person is an interested person with respect to any entity in which the School is a part or has a close connection with, he/she is an interested person.
2. Financial Interest: A person has a financial interest if the person has, directly or indirectly, through business, investment or family: (a) An ownership or investment interest in any entity with which the School has a transaction or arrangement, (b) A compensation arrangement with the School or with any entity or individual with which the School has a transaction or arrangement or, (c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.
3. Compensation includes direct and indirect remuneration as well as gifts or favors which are not insubstantial. A financial interest is not necessarily a conflict of interest. Under this article, a person who has a financial interest may have a conflict of interest if the board or applicable committee determines that a conflict of interest exists.

10.3 Procedures.

1. Duty to Disclose: In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and

be given the opportunity to disclose all material facts to the Directors and members of committees with board delegated powers considering the proposed transaction or arrangement.

2. **Determining Whether a Conflict of Interest Exists:** After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board of Directors or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.
 3. **Procedures for Addressing the Conflict of Interest:** (a) An interested person may make a presentation at the Board of Directors or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest. (b) The President of the Board of Directors or Chairman of the committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement. (c) After exercising due diligence, the Board of Directors or committee shall determine whether the School can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest. (d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board of Directors or committee shall determine by a majority vote of the disinterested Directors whether the transaction or arrangement is in the School's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.
 4. **Violations of the Conflicts of Interest Policy:** (a) If the Board of Directors or committee has reasonable cause to believe a Director or member has failed to disclose actual or possible conflicts of interest, it shall inform the Director or member of the basis for such belief and afford the Director or member an opportunity to explain the alleged failure to disclose. (b) If, after hearing the Director's or member's response and after making further investigation as warranted by the circumstances, the Board of Directors or committee determines the Director or member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
- 10.4 **Records Of Proceedings.** The minutes of the Board of Directors and all committees with board delegated powers shall at a minimum contain: (a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board of Directors' or committee's decision as to whether a conflict of interest in fact existed. (b) The names of the persons who were

present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

- 10.5 Compensation. Board members shall serve without compensation for their service as a Director. However, should a Director ever receive compensation for services rendered, the following must be met: (a) A voting member of the Board of Directors who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation. (b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation. (c) No voting member of the Board of Directors or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School, either individually or collectively, is prohibited from providing information to any committee regarding compensation.
- 10.6 Use Of Outside Advisors. When conducting the annual reviews the School may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring annual reviews are conducted.

ARTICLE XI NONDISCRIMINATION POLICY

- 11.1 Policy. The School shall have a nondiscrimination policy which meets or exceeds all state and federal requirements. The School will ensure discrimination does not take place in the administration of educational policies, admissions policies, scholarship programs, athletic programs, and other school-administered programs.
- 11.2 Notice of Policy. The School shall post notices and circulate information that clearly states each charter school's nondiscrimination policy.

ARTICLE XII AMENDMENTS AND CONSTRUCTION:

- 12.1 Amendments to Bylaws. These Bylaws may be amended, altered, changed or repealed by the affirmative vote of a two-thirds (2/3) vote of a quorum of the Board at any meeting of the Board if the amendment, alteration, change or repeal was given at least ten (10) days prior to the meeting or vote at which the amendment is acted upon. In addition, such proposed alteration, amendment or revision may be further amended at the meeting upon the affirmative vote of two-thirds (2/3) vote of a quorum of the Board.
- 12.2 Construction and Terms.

1. These Bylaws replace all prior bylaws. Therefore, if there is any conflict between the provisions of these Bylaws and any prior adopted bylaws these Bylaws shall govern. Should any of the provisions or portions of these Bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these Bylaws shall be unaffected by such holding.
2. Should there be any conflict between the provisions of these Bylaws and any internal policies and procedures, the provisions of these Bylaws shall govern. However, internal policies and procedures approved by the Board may allow for additional or more stringent requirements to be placed on the Directors, Officers, Members, and committee members.
3. Should there be any conflict between the provisions of these Bylaws and the Certificate of Incorporation of the School, the provision of the Certificate of Incorporation shall govern.

THESE BYLAWS OF THE ACADEMY OF SEMINOLE, INC. ARE ADOPTED this 11th day of November, 2016.



President



Secretary

Advance Rural EDUCATION

December 5, 2016

Content

- Application Review
- Why ResponsiveEd?
- How will this benefit Seminole's students and parents?

Advance Rural
EDUCATION



Applicant:

THE ACADEMY
OF SEMINOLE, INC.

Requested Sponsor: Seminole Public Schools

Advance Rural
EDUCATION

Our Application is
fully crosswalked with
the Oklahoma
Charter Schools Act



Advance Rural
EDUCATION

MISSION STATEMENT

The Academy of Seminole strives to set the standard of excellence in education, offering a rigorous, relevant and personalized curriculum characterized by positive and caring relationships among all stakeholders.

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EDUCATION

Governing Board

- Daniel Wyatt (President), Barbara Adams (Secretary), and Lee Denney
- Provide governance oversight for operations, management, financial, and policy decisions
- Majority are Seminole School District residents; and are authorized to expand our Board size

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EDUCATION

COMMUNITY SUPPORT - PARTNERSHIPS

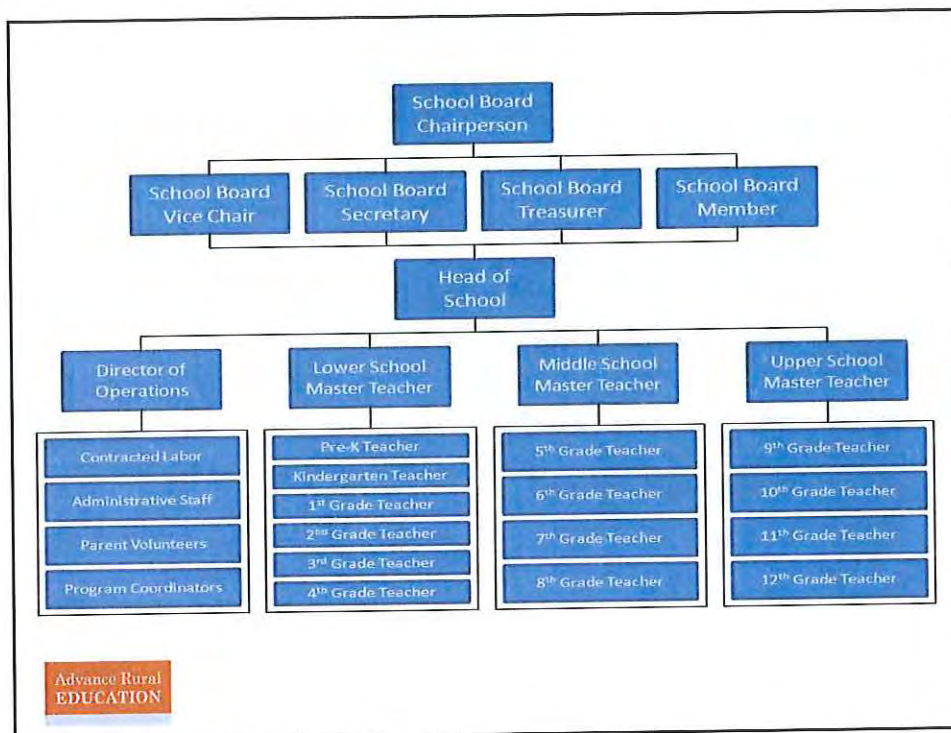
- Seminole School District residents support the Academy
- Parents, community leaders, and businesses support the Academy
- Numerous letters of support
- 358 signatures of support
 - 123 are District residents
- Facebook “Likes”
 - Advanced Rural Education = 1,041 Likes
 - Academy of Seminole = 156 Likes

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EDUCATION

ADVANCE RURAL EDUCATION (“ARE”)

- Community non-profit to support the Academy
- ARE directors include community leaders, such as Paul Campbell
- Committed to quality public education in rural Oklahoma

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EDUCATION

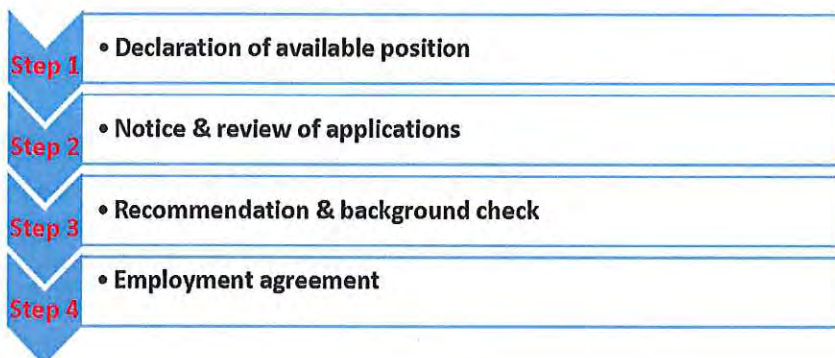


FINANCIAL PLANNING

- ❑ Financial Plan (App. B)
- ❑ Financial controls & audit requirements
- ❑ School Treasurer
- ❑ Cash flow projections
- ❑ Insurance
- ❑ Fundraising



HIRING & EMPLOYMENT



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FACILITIES

- Proposed sites
 - ▣ Pursuant to law
 - ▣ Within Seminole District boundaries
- High School
 - ▣ Approved at main campus of Seminole State College
- 2018-19:
 - ▣ PK-8 – 35384 Hwy 9, Seminole, OK
- Long Term Options



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EDUCATION

ENROLLMENT PROJECTIONS

| | 2017-18 | 2018-19 | 2019-20 | 2020-21 | 2021-22 |
|----------------|---------|--------------------|---------|---------|---------|
| Min Attendance | 30 | 70 | 195 | 250 | 400 |
| Max Attendance | 60 | 210 | 390 | 500 | 700 |
| Grades | 11,12 | PK-3 and 12-Oct | PK-12 | PK-12 | PK-12 |

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EDUCATION

RECRUITMENT, ADMISSIONS & LOTTERY

**Open enrollment,
non-discriminating
recruitment and
admission policy**

Priority Level 1:

Children residing within the
Seminole PS District boundaries can enroll.

Priority Level 2:

Students residing outside the boundaries have
the opportunity to attend the Academy via a
lottery.

*Admissions subject to capacity limitations
Lottery will be conducted as required.*

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CALENDAR/SCHOOL DAY

- ❑ **Seminole PS Academic Calendar**
- ❑ **Seminole PS Daily Schedule**



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EDUCATION

Academic Program

- ❑ Aligned to Oklahoma standards
- ❑ Problem-based learning
- ❑ Students choose their challenge
- ❑ Collaborate with community (real-world problems)
- ❑ Encourages web and mobile technologies

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EDUCATION

EFFECTIVENESS, EVALUATION & ACCOUNTABILITY

- ❑ Like any other public school, the Academy will administer state-mandated assessments. It is subject to the same SDE accountability requirements.
- ❑ Formative assessments could include DIBELS, BEAR, PAST, Star Enterprise, Achieve 3000, NWEA assessments, Mastery Connect and/or CTB McGraw Hill's Acuity
- ❑ Classroom assessments
- ❑ Performance Framework (App. H)

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SUPPORT FOR ALL STUDENTS

- ❑ Special Education
- ❑ Gifted & Talented
- ❑ English Language Learners
- ❑ Student Discipline



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COCURRICULAR & EXTRACURRICULAR



- Extracurricular opportunities in the Seminole PS community.
- Student Enrichment programs: 4H, Spanish, art, music, sports clinics, gardening and cooking classes.

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Approval Process/Next Steps

- Seminole PS/Sponsor
 - approve charter application
- Charter Contract
- Final Documentation
- The Academy opens



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State Law: Approval & Sponsorship

- If Seminole BOE approves the charter application and agrees to sponsor, the District will receive a portion of the State Aid generated by the Academy's students.
- If Seminole rejects this application, but the State Board of Education finds it in compliance with statutory requirements and approves the charter, **NO** portion of State Aid is remitted to the District.

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Why Responsive Education?

- **Experience and breadth**
 - ▣ Been a non-profit for 18 years
 - ▣ 70+ schools in Texas and Arkansas
 - ▣ Employ 2,370 educators and 23,143 students
- **Experts in various education fields/methods**
 - ▣ Classical, STEM, college prep, credit recovery and virtual
- **Decorated and trusted**
 - ▣ In 2014 67 of the 69 RE schools rated "recognized" or "exemplary"
 - ▣ Texas Education Agency has "allowed Responsive Ed the unprecedented freedom to open and operate an UNLIMITED number of schools within Texas"
 - ▣ ResponsiveEd CEO named Texas charter leader of the year

ResponsiveEd
Responsive to the Community... Designed for the Student

Advance Rural
EDUCATION

How will The Academy benefit Seminole Students and Parents?

- ❑ **Gives Seminole parents a choice**
- ❑ **Offers something unique to Oklahoma:** First public Classical Education School in OK and First STEM immersed High School located on premier college campus
- ❑ **Brings Responsive Education**, one of the US' highest ranking Charter Management Organizations, to Seminole AND Oklahoma
 - ❑ Responsive Ed co-founder and Chief Education Architect is personally managing the Seminole Project
- ❑ **Brings private funding**, only associated with charter schools, to the district
 - ❑ Overall, more funding per Seminole Student
- ❑ A world class classical / STEM academy will **drive economic development**

Advanced Rural
EDUCATION

QUESTIONS?

Bill Hickman
Hickman Law Group
330 W. Gray St., Ste. 170
Norman, Oklahoma 73069
hickman@hickmanlawgroup.com
405.605.2375



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EDUCATION

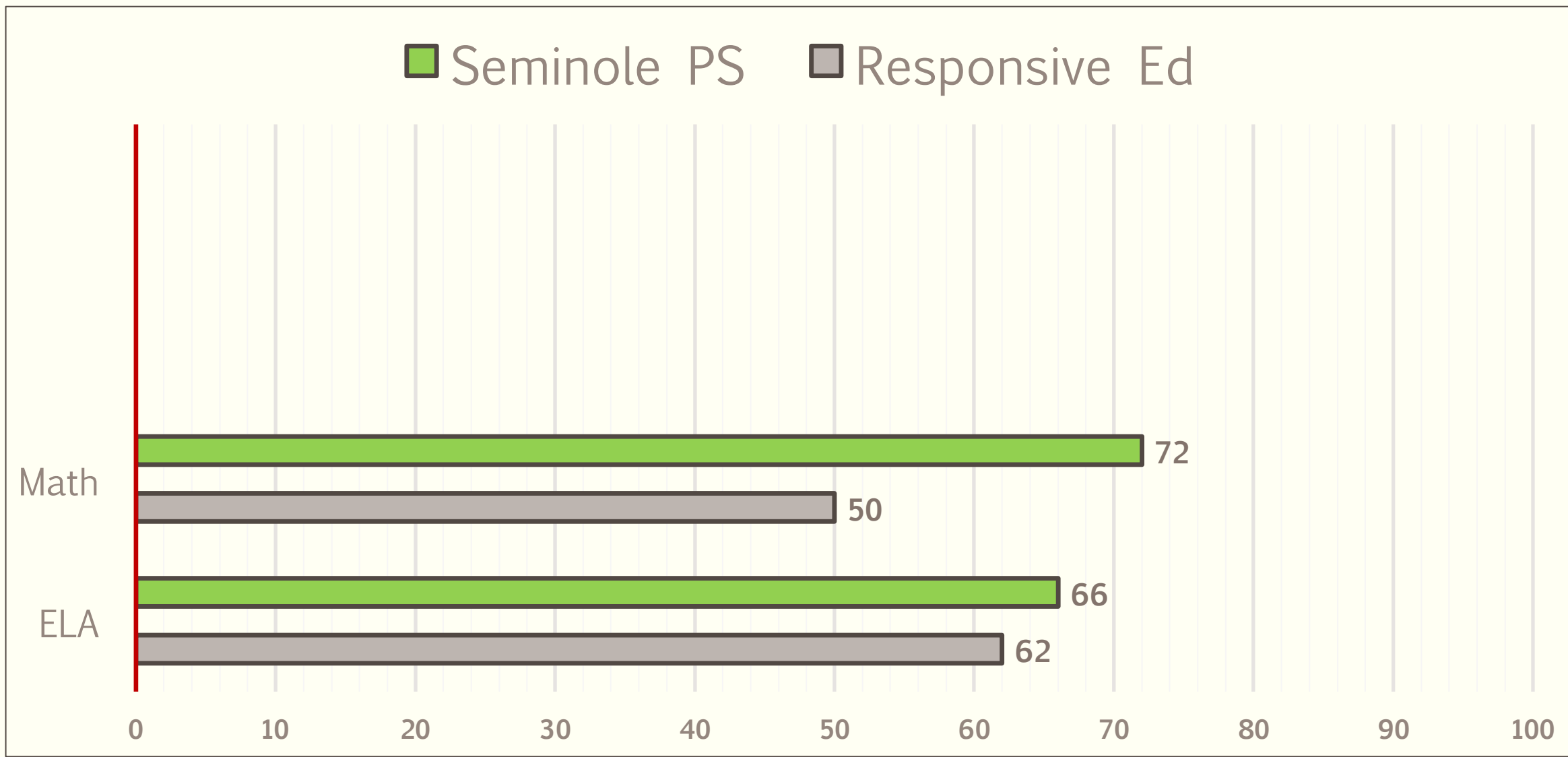
COMPARISON BETWEEN
RESPONSIVE ED CHARTER
SCHOOLS & PEA RIDGE HIGH
SCHOOL
WITH
SEMINOLE PUBLIC SCHOOLS
2015



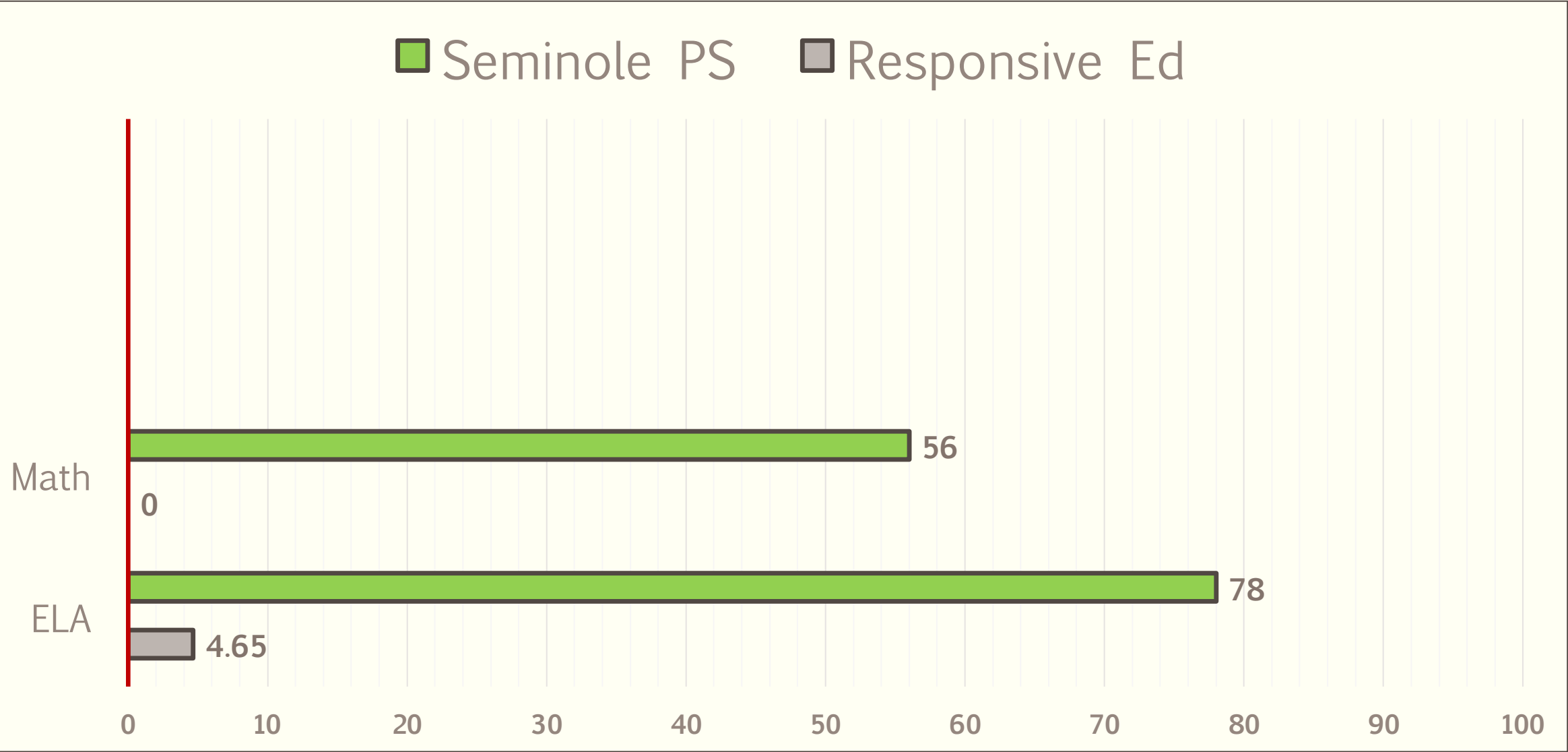
Grade Level Comparison

- Comparison is of students who reached targeted achievement
- Seminole Public Schools Grades K-6 Compared to Responsive Ed charter schools
Grades K-9
- Seminole Middle School Compared to Responsive Ed charter schools
Quest Middle School
- Seminole High School Compared to Responsive Ed charter schools
Premier High School
- Seminole Public Schools Grades K-12 Compared to Responsive Ed charter schools
Grades K-12

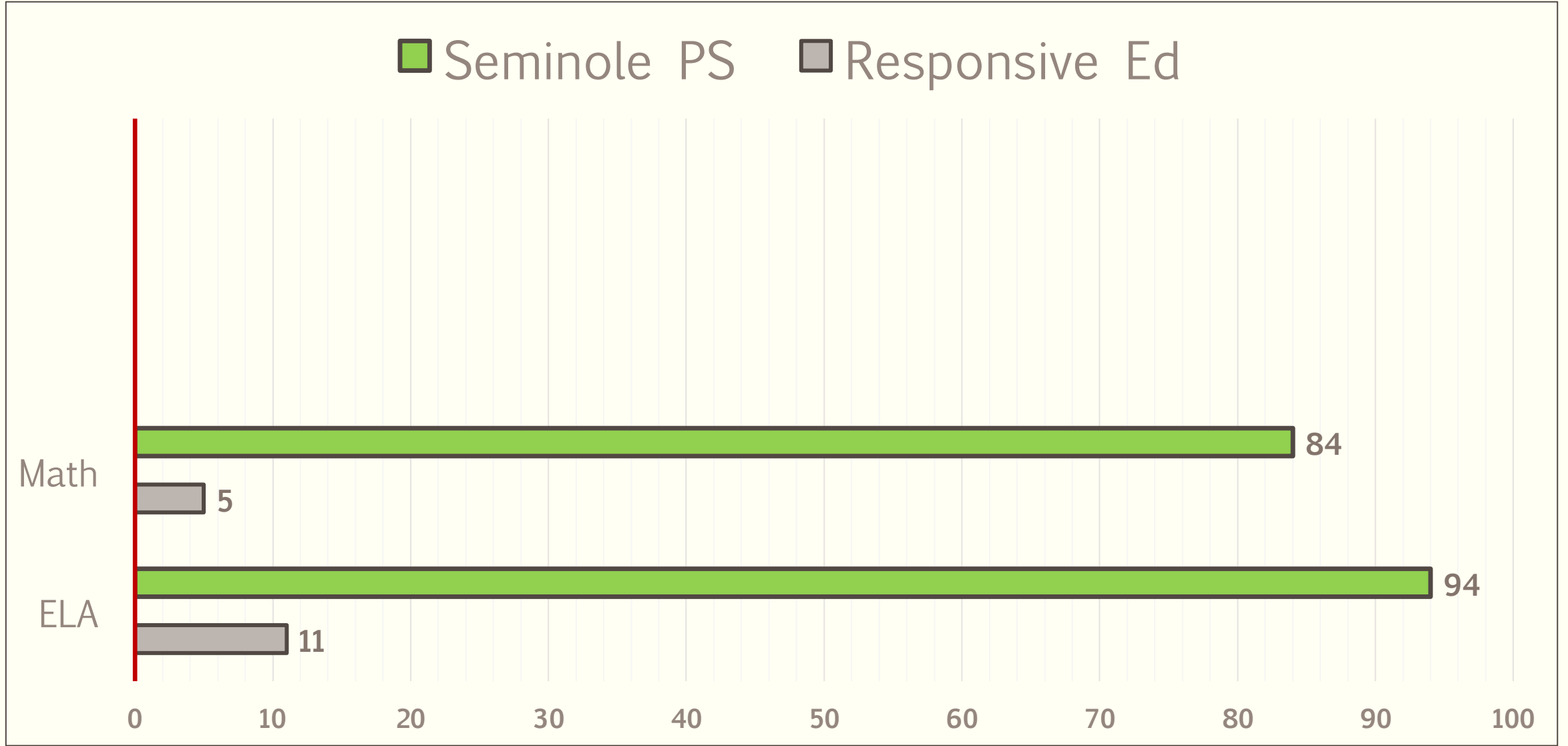
Elementary Comparison



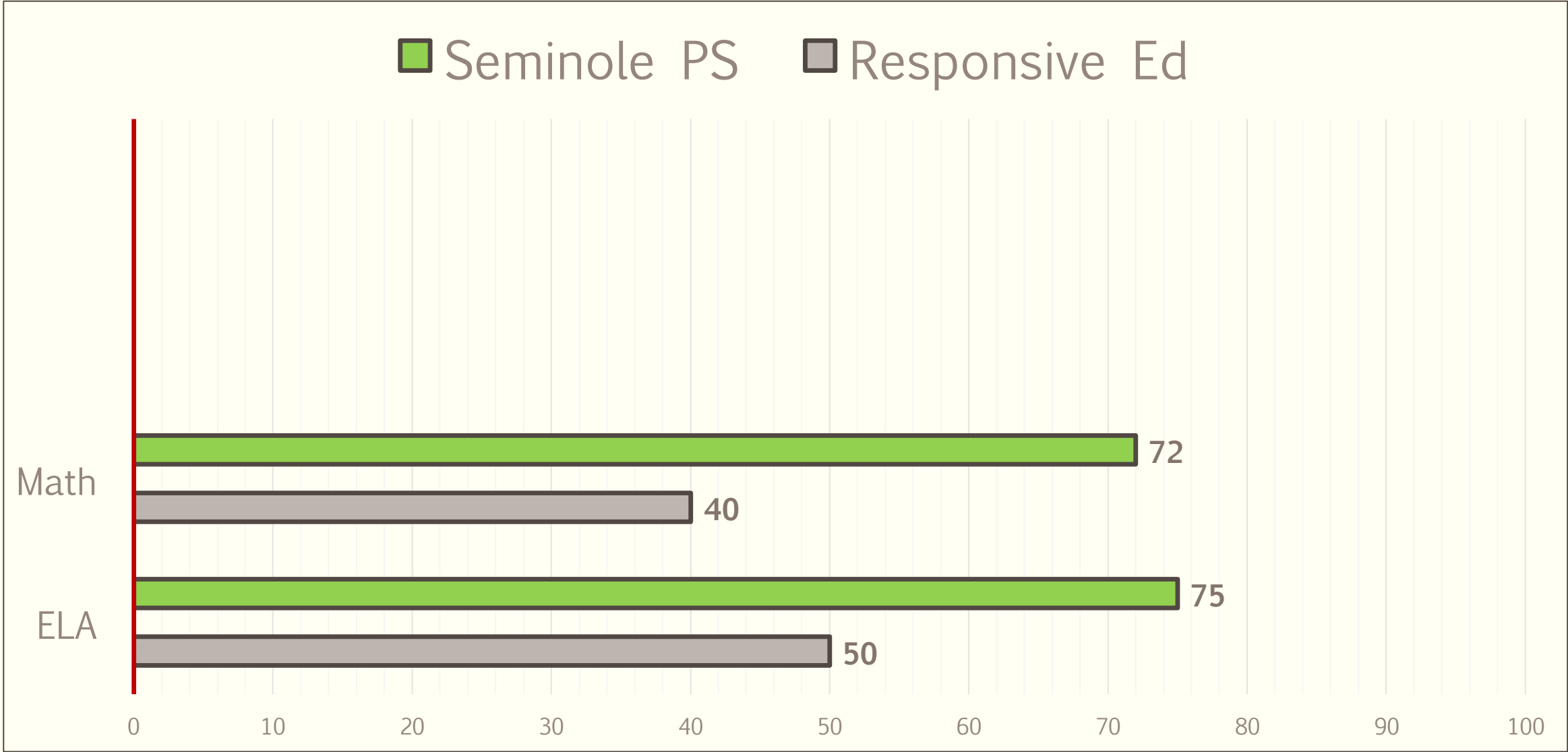
Middle School Comparison



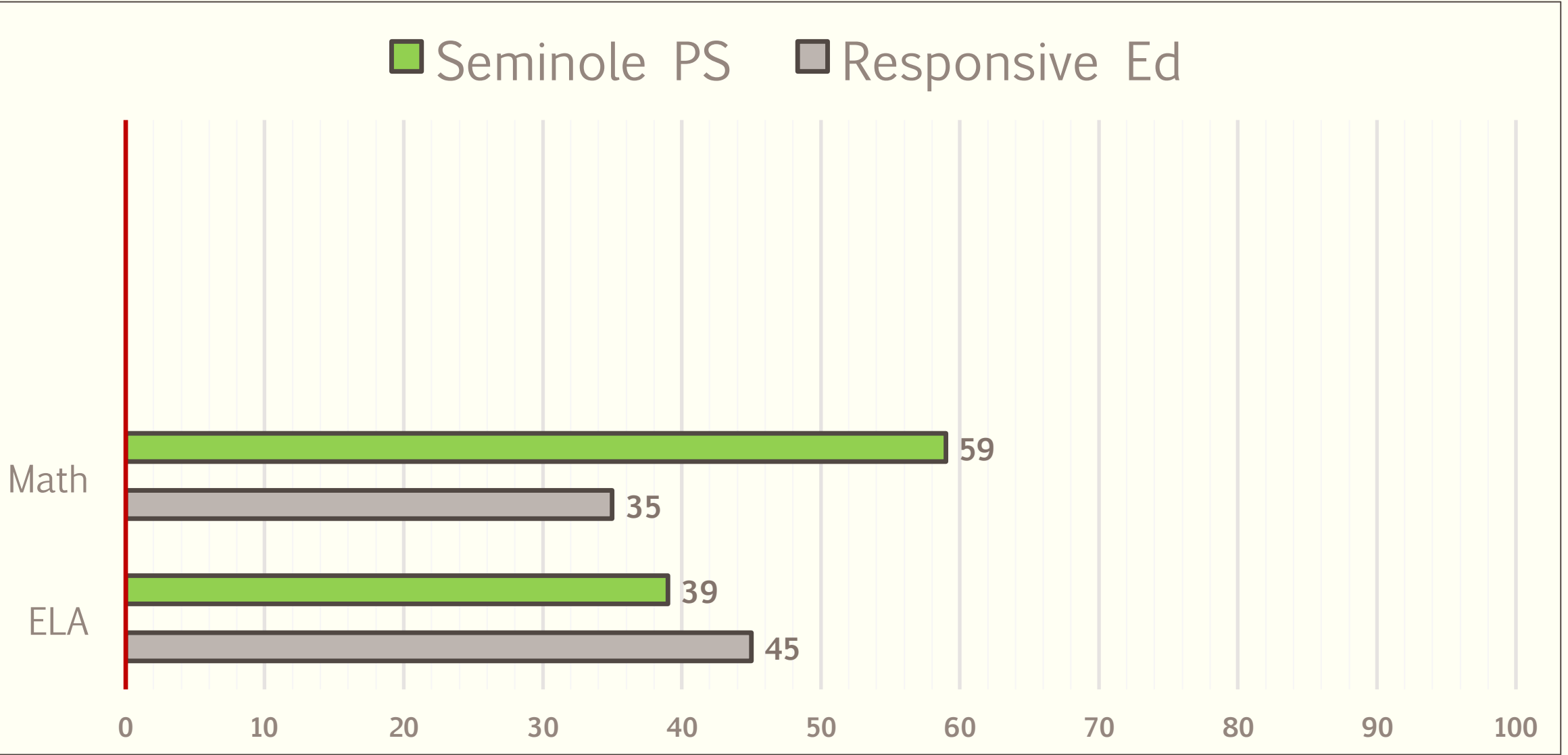
High School Comparison



Combined School Comparison

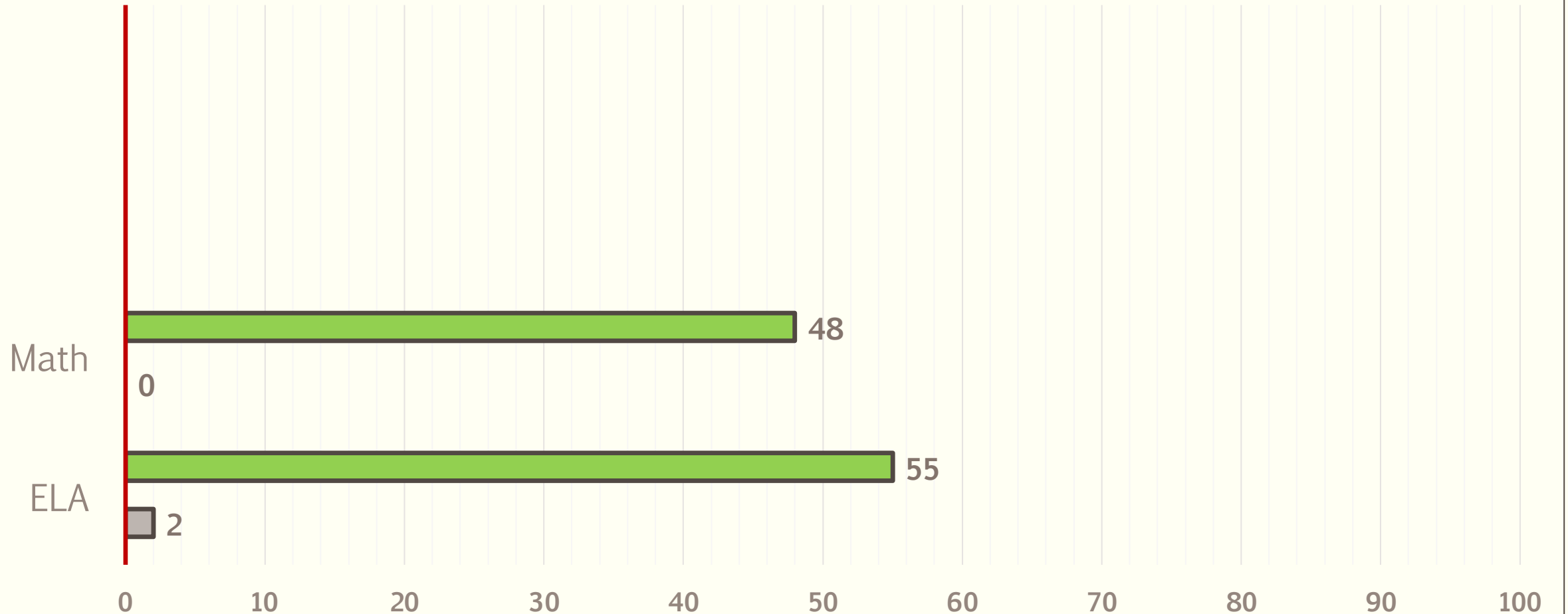


Bottom Quartile Student Growth Elementary Comparison

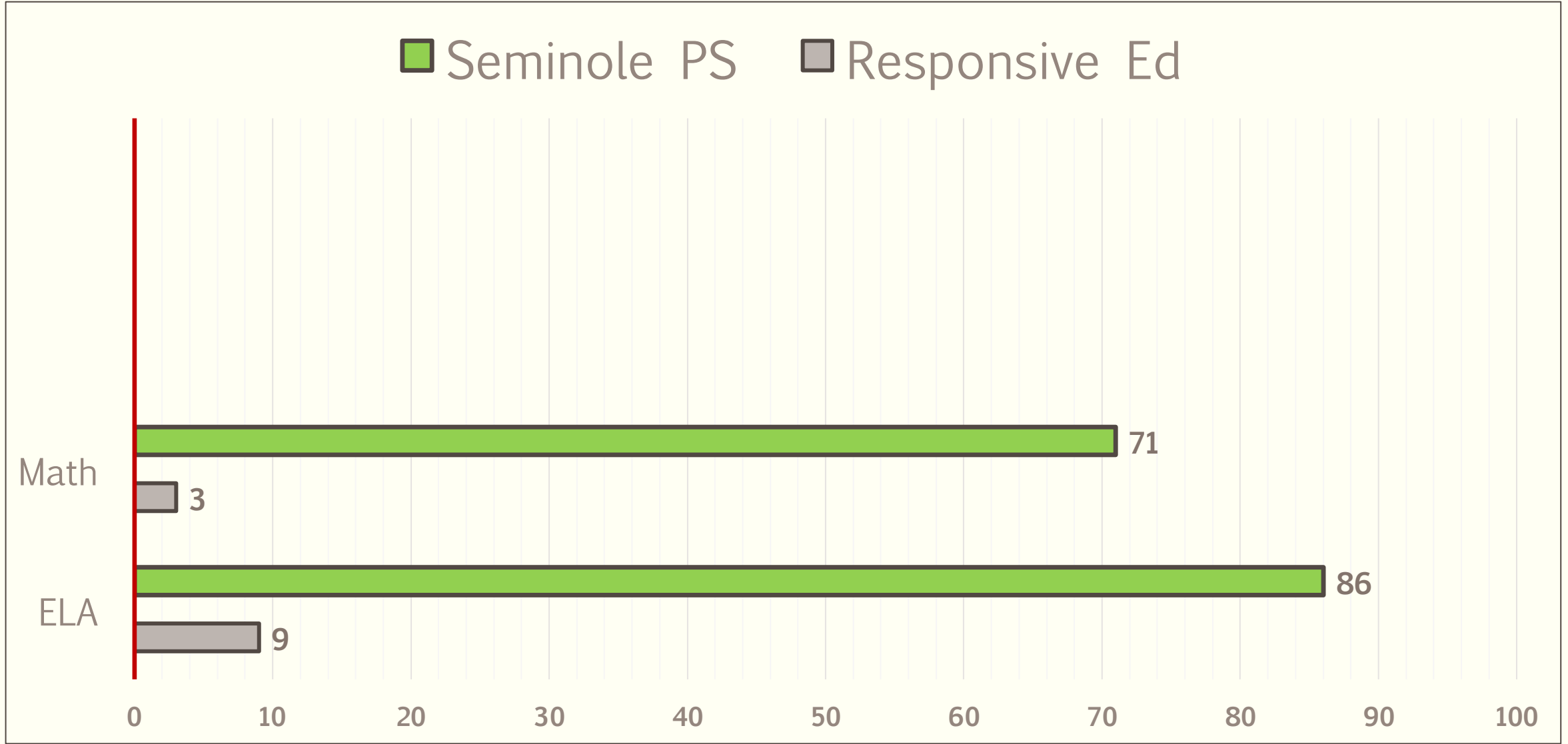


Bottom Quartile Student Growth Middle School Comparison

■ Seminole PS ■ Responsive Ed

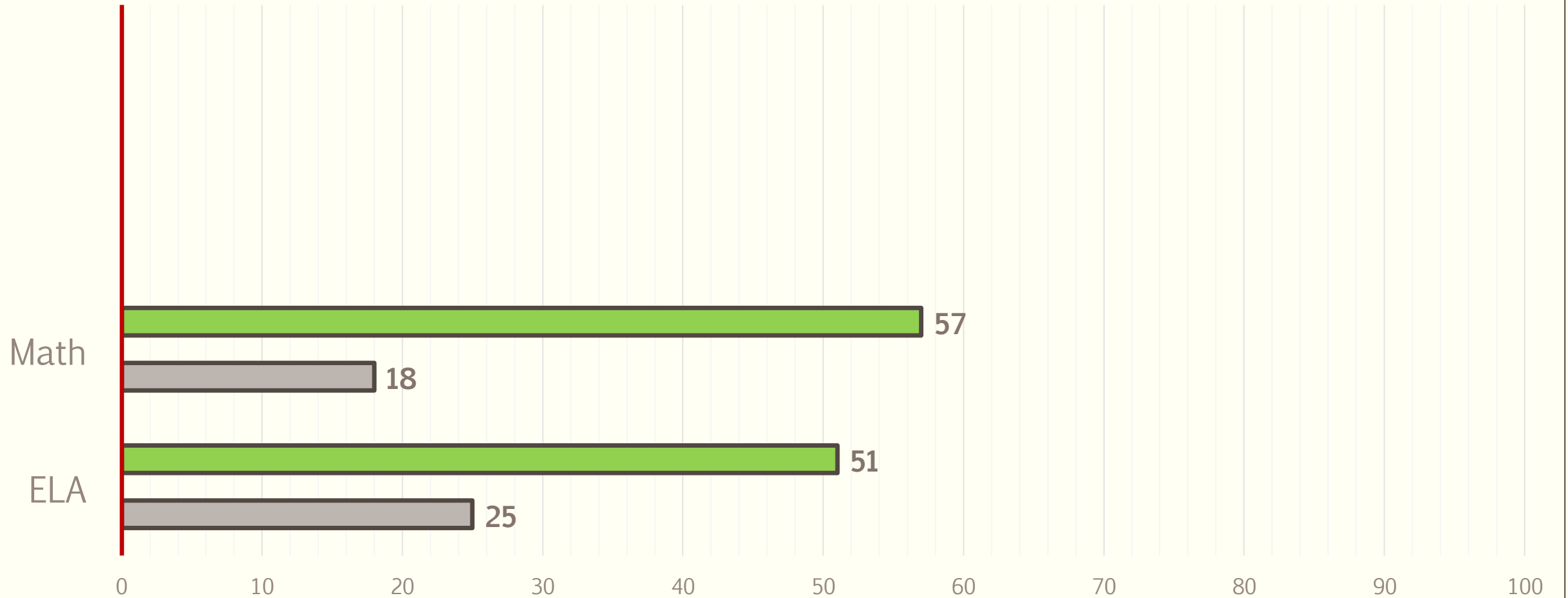


Bottom Quartile Student Growth High School Comparison



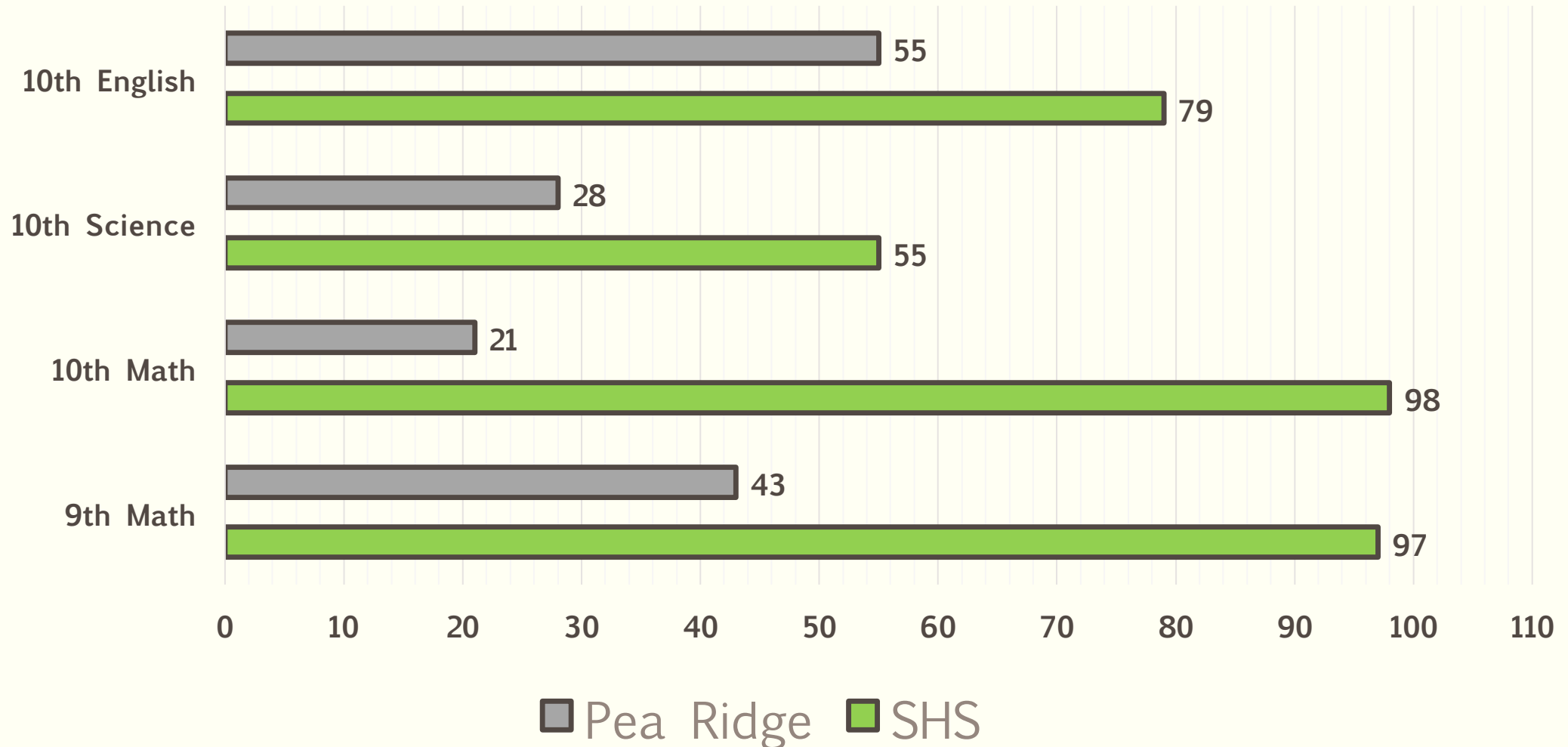
Bottom Quartile Student Growth Combined School Comparison

■ Seminole PS ■ Responsive Ed

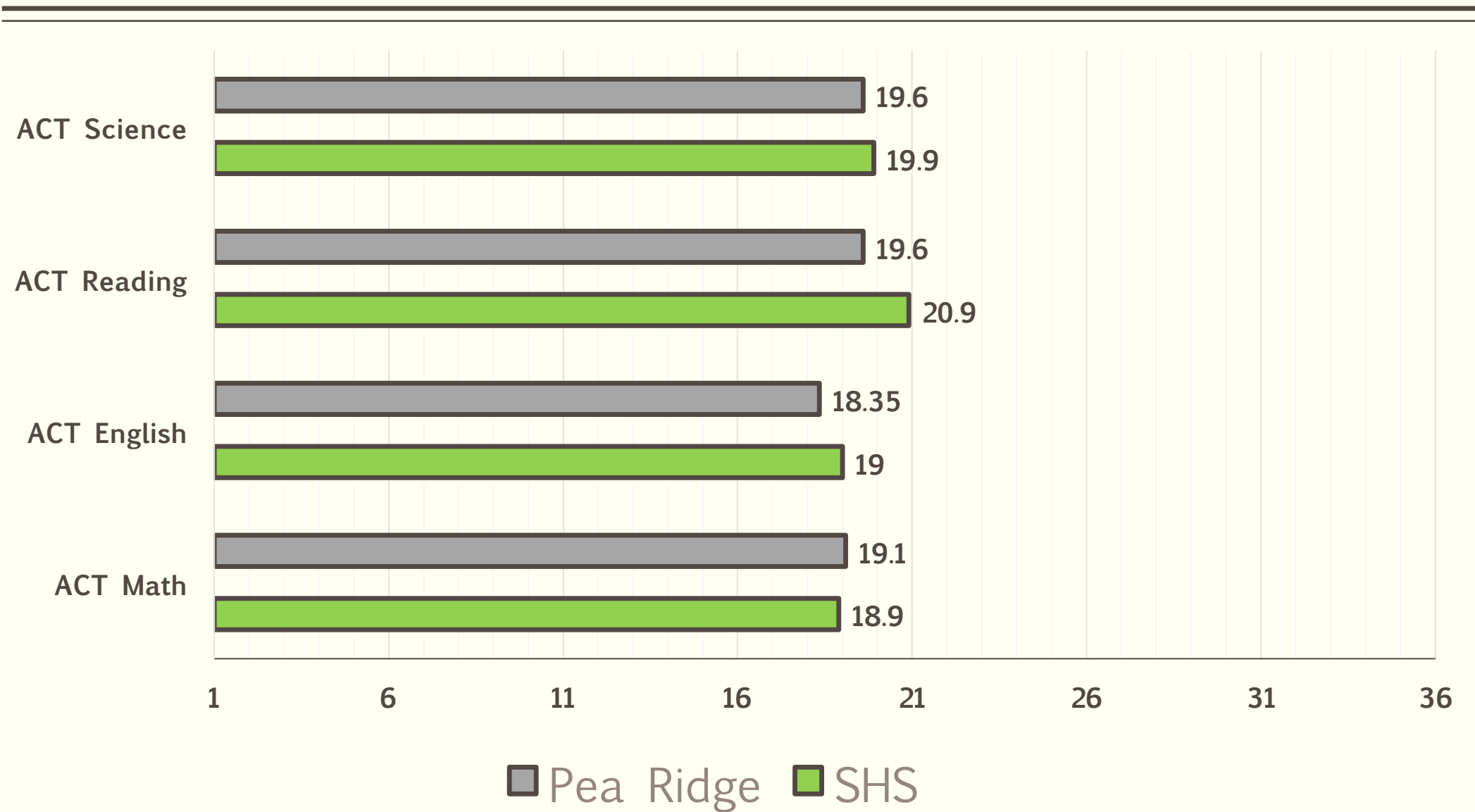


HS Comparison Between SHS EOI & Pea Ridge ACT Aspire

% Proficient - 9th Math / 10th Math - Science - English



Comparison Between SHS Average ACT & Pea Ridge Average ACT



Seminole Public Schools



**P.O. Box 1031
617 North Timmons
Seminole, OK 74818-1031
"COMMITMENT TO EXCELLENCE"**



Phone: (405) 382-5085

ALFRED GACHES
Superintendent

Fax: (405) 382-8281

Advance Rural Education

P.O. Box 2308

Seminole, OK 74818

October 14, 2016

ARE Board of Directors,

This letter is to inform you on the decision of the Seminole Board of Education in regard to the application for a charter school that was submitted on August 23, 2016.

The Seminole Public Schools Board of Education, at its regular scheduled meeting held on October 13, 2016, voted to reject your application for a charter school based on the following reasons:

1. There is no contract securing the location of the charter school and Seminole State College states that they will rent space to the charter school only if space is available. Also, Seminole State College mentioned the possible location of the rental space to be in the Haney Center or the Library. This presents problems in that the Haney Center is located outside the Seminole School District.
2. Future locations of the school are in an as yet to be determined location for the lower grades when they are implemented. Seminole State College has indicated that they will not rent space for an elementary school or for an entire school.
3. The application provides 11 letters of support for the charter school, yet only 5 letters are from residents of the school district. These 5 letters represent a total of 9 students within our district of 1722 students. A representation of .52%.
4. The application only addresses enrollment projections, and does not address the minimum and maximum enrollment.
5. The application states that the Academy will adhere to the academic calendar of Seminole Public Schools, yet then calls for a 190 school day year. The application then states that the school calendar will be based on hours of instruction not days of instruction per year.
6. There is no indication as to what classes will be taught or coursework will be credited in the Pathways portion of the school day.
7. The sample schedule does not meet the state department requirement of 6.5 hours of seat time in a school day.
8. The sample schedule does not address what the school day will look like for other grades when they are added in the future.
9. The application states that, with respect to special education students, if the Academy cannot reasonably provide the needed services, students will be transferred to the District's other sites. It appears that there will be some special education students who will not be allowed to attend the Academy, which is a violation of law.

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Superintendent

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10. The application does not address the requirement of elementary physical education when other grades are added in the future or the costs associated with such programs.
11. The application does not address student discipline policies including special needs students.
12. The employee handbook does not apply to Oklahoma and only addresses requirements for Arkansas teachers.
13. The application does not address how facilities and child nutrition services will be addressed as further grades and greater numbers or sites are added in the future.
14. The application does not address the concept of future growth or the contingency if Seminole State College does not have appropriate space available when the elementary is added in the future.
15. The application lists the names and addresses of the board members, and meeting location. Of the 6 Board members listed, 0 members are residents of Seminole School District. The law requires a majority of the Board to be residents of the Seminole School District.
16. The application does not list the board meeting dates as required.
17. The law requires the Board to meet in the state, yet the bylaws state that board meeting may be held within or without the state of Oklahoma under Article III, section 4 of the Bylaws.
18. Article III, Section 8 of the ARE bylaws state that board members may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall be deemed presence in person at such meeting. This section does not meet Oklahoma Open Meeting Act requirements.
19. Article III, Section 9 of the ARE bylaws state that any action required or permitted to be taken at any meeting of the board of directors, or of any committee thereof, may be taken without a meeting if all members of the board of such committee, as the case may be, consent thereto in writing, and such written consent is filed with the minutes of the proceedings of the board or such committee. This indicates that Board action may be taken without holding a regular or special meeting if all members of the Board agree in writing. This does not meet Oklahoma Open Meeting Act requirements.

Sincerely,



Alfred Gaches
Superintendent

MINUTES - Regular Board Meeting
Thursday, October 13, 2016, 6:00 p.m.
Board of Education I001 School District
Seminole Middle School Library
618 Mike Snyder Avenue, Seminole, OK 74868

The Seminole Board of Education reserves the right to approve, disapprove, or table any agenda item listed.

1. Jack Cadenhead called the meeting to order.
2. Members present – Jack Cadenhead, Amie Colclazier, Claudia Willis, Mickey Upton and Marci Donaho.
3. Flag Salute.
4. Moment of Silence.
5. **CONSENT AGENDA:**
All of the following items, which concern reports and items of a routine nature normally approved at board meetings, will be approved by one vote unless any board member desires to have a separate vote on any or all of these items. The consent agenda consists of the discussion, consideration, and approval of the following items:
 - A. Minutes:
 1. Regular Meeting September 12, 2016
 2. Special Meeting October 3, 2016
 - B. Financial Reports:
 1. Activity Accounts
 2. Treasurer's Report
 - C. Encumbrances and changes as follows:
 1. General Fund: (FY17) – #1061-1385; #50000-50267
 2. Child Nutrition Fund: (FY17) – #32-33; #50000-50018
 - D. Fundraisers:
 - E. Contracts:
 1. Eastern Oklahoma Erate Service for 2016-2017.
 2. Eastern Oklahoma Erate Service for 2017-2018.

Amie Colclazier made the motion, seconded by Claudia Willis to approve the Consent Agenda.

JACK CADENHEAD - YES
AMIE COLCLAZIER - YES
CLAUDIA WILLIS - YES
MICKEY UPTON - YES
MARCI DONAHO - YES

6. Introduction of guests and public discussion by those who requested audience.

The following made comments to the board: Stephanie Taylor, Matilda Williams, Daniel Wyatt and Sean Brown.

7. Administrative report.

See the attached sheet for the Superintendent's report on Charter School application.

8. Principals' Reports.

Mrs. Cheatwood gave a report on the Students of the Month, Parent Teacher conferences and on new ipads funded from donors.

Mrs. Sneed gave a report on the upcoming presidential election to be held in Northwood. She also reported on Red Ribbon Week and Bulling Prevention.

Mr. Dean gave a report on 8th grade students touring Enviro Systems, and Stem Students touring Vo-Tech. He also reported on the Students of the Month.

Mr. Osborn gave a report on ACT workshop available for students, OU Career Day, and Students of the Month. Also, Stem Club students are putting together a robot.

9. Facilities and Operations Reports.

Ed Lemmings gave a report on the replacement of security lights.

10. Presentation by Advanced Rural Education in regard to a new Charter School.

Lee Denney addressed the board on the new Charter School.

11. Discuss and vote to accept, reject or table the Charter School application.

Amie Colclazier made the motion, seconded by Claudia Willis to reject the Charter School application based on the written findings in the Superintendent's report.

JACK CADENHEAD - YES

AMIE COLCLAZIER - YES

CLAUDIA WILLIS - YES

MICKEY UPTON - YES

MARCI DONAHO - YES

12. Consider and take necessary action to approve a resolution for the school district annual election on Feb. 14, 2017 for the purpose of election of a school board member, seat #2.

Amie Colclazier made the motion, seconded by Claudia Willis to approve the resolution for the annual election on Feb. 14, 2017 for the election Seat #2 for a school board member.

JACK CADENHEAD - YES
AMIE COLCLAZIER - YES
CLAUDIA WILLIS - YES
MICKEY UPTON - YES
MARCI DONAHO - YES

13. Consider and take necessary action to approve the Gifted Education Plan for 2016-2017.

Claudia Willis made the motion, seconded by Marci Donaho to approve the Gifted Education Plan for 2016-2017.

JACK CADENHEAD - YES
AMIE COLCLAZIER - YES
CLAUDIA WILLIS - YES
MICKEY UPTON - YES
MARCI DONAHO - YES

14. Consider and take necessary action to approve the Indian Policies and Procedures for 2016-2017.

Amie Colclazier made the motion, seconded by Claudia Willis to table the Indian Policies and Procedures until next month for further evaluation.

JACK CADENHEAD - YES
AMIE COLCLAZIER - YES
CLAUDIA WILLIS - YES
MICKEY UPTON - YES
MARCI DONAHO - YES

15. Consider and take necessary action to reactivate the Native American Club.

Amie Colclazier made the motion, seconded by Marci Donaho to approve the Native American Club.

JACK CADENHEAD - YES
AMIE COLCLAZIER - YES
CLAUDIA WILLIS - YES
MICKEY UPTON - YES
MARCI DONAHO - YES

16. Consider and take necessary action to approve updated expenditures for middle school Academic Bowl Team Project #877.

Amie Colclazier made the motion, seconded by Claudia Willis to approve the Academic Bowl Team Project #877 for the middle school.

JACK CADENHEAD - YES
AMIE COLCLAZIER - YES
CLAUDIA WILLIS - YES
MICKEY UPTON - YES
MARCI DONAHO - YES

17. Consider and take necessary action to approve the surplus items at Northwood School and high school. See attached list.

Marci Donaho made the motion, seconded by Claudia Willis to approve the surplus items at Northwood School and High School.

JACK CADENHEAD - YES
AMIE COLCLAZIER - YES
CLAUDIA WILLIS - YES
MICKEY UPTON - YES
MARCI DONAHO - YES

18. Consider and take necessary action to accept or reject bids on playground equipment for Wilson School.

Claudia Willis made the motion, seconded by Marci Donaho to accept the bid submitted by Triple A for installation of playground equipment at Wilson School.

JACK CADENHEAD - YES
AMIE COLCLAZIER - YES
CLAUDIA WILLIS - YES
MICKEY UPTON - YES
MARCI DONAHO - YES

19. POSSIBLE EXECUTIVE SESSION TO DISCUSS THE EMPLOYMENT AND/OR RESIGNATION OF THOSE CERTIFIED AND/OR NON-CERTIFIED PERSONNEL LISTED IN AGENDA ITEMS 22-23 PURSUANT TO 25 O.S. SEC. 307 (B) (1), AND TO DISCUSS THE PURCHASE OR APPRAISAL OF REAL PROPERTY PURSUANT TO 25 O.S. SEC. 307 (B)(3), AND TO DISCUSS WITH ATTORNEY PENDING LITIGATION TO PURSUANT TO 25 O.S. SEC. 307 (B)(4).

Amie Colclazier made the motion, seconded by Claudia Willis to convene in executive session at 7:16 p.m.

JACK CADENHEAD - YES
AMIE COLCLAZIER - YES
CLAUDIA WILLIS - YES
MICKEY UPTON - YES
MARCI DONAHO - YES

20. Consider and take necessary action acknowledging the return of the board to open session.

Amie Colclazier made the motion, seconded by Marci Donaho to return of the board from executive session at 8:05 p.m.

JACK CADENHEAD - YES
AMIE COLCLAZIER - YES
CLAUDIA WILLIS - YES
MICKEY UPTON - YES
MARCI DONAHO - YES

21. Board president's executive session statement.

Board President Jack Cadenhead stated that the board entered executive session at 7:16 p.m. They discussed the appraisal of the Harvey Road property, resignation of Adam Molt, employment of personnel listed in Item 23, and discussed pending litigation with the Attorney. The board reconvened at 8:05 p.m.

22. Consider and take necessary action to accept resignations:
A. Adam Molt

Claudia Willis made the motion, seconded by Amie Colclazier to accept the resignation listed.

JACK CADENHEAD - YES
AMIE COLCLAZIER - YES
CLAUDIA WILLIS - YES
MICKEY UPTON - YES
MARCI DONAHO - YES

23. Consider and take necessary action to accept the superintendent's recommendation to employ the certified/non-certified personnel as listed below:
A. Amari White - ISD Monitor – Support Staff
B. Michael Antinori - Custodian/Bus Driver – Support Staff
C. Betty Fraire - Cook – Support Staff

Amie Colclazier made the motion, seconded by Claudia Willis to approve the Superintendent's recommendation to employ the personnel listed.

JACK CADENHEAD - YES
AMIE COLCLAZIER - YES
CLAUDIA WILLIS - YES
MICKEY UPTON - YES
MARCI DONAHO - YES

24. Discuss and possible vote on potential use of Pleasant Grove property.

Claudia Willis made the motion, seconded by Amie Colclazier to establish a school Farm for the Seminole FFA/Ag Program.

JACK CADENHEAD - YES
AMIE COLCLAZIER - YES
CLAUDIA WILLIS - YES
MICKEY UPTON - YES
MARCI DONAHO - YES

25. Discuss and possible vote to declare surplus and the proper disposal of Harvey Road property.

Amie Colclazier made the motion, seconded by Marci Donaho to declare the Harvey Road property surplus and to dispose of the property thru the sealed bid process.

JACK CADENHEAD - YES
AMIE COLCLAZIER - YES
CLAUDIA WILLIS - YES
MICKEY UPTON - YES
MARCI DONAHO - YES

26. The New Business was a fundraiser that came in late for the middle school.

Amie Colclazier made the motion, seconded by Claudia Willis to approve the fundraiser for the middle school.

JACK CADENHEAD - YES
AMIE COLCLAZIER - YES
CLAUDIA WILLIS - YES
MICKEY UPTON - YES
MARCI DONAHO - YES

27. Adjourn.

Claudia Willis made the motion, seconded by Amie Colclazier to adjourn the meeting.

JACK CADENHEAD - YES
AMIE COLCLAZIER - YES
CLAUDIA WILLIS - YES
MICKEY UPTON - YES
MARCI DONAHO - YES

This district makes a good faith effort to provide reasonable accommodations for persons with disabilities, whether they are employees or non-employees. If an individual needs special accommodations, they are asked to contact the Board Office a week in advance of the meeting at 405-382-5085.

Agenda posted by Linda Warden. Date: 10-12-16 Time: 3:00 p.m.

Posted on the front door of the Administration Building located at 617 N. Timmons, Seminole, OK 74868.



THE ACADEMY
OF SEMINOLE

THE ACADEMY OF SEMINOLE

OKLAHOMA CHARTER SCHOOL APPLICATION

August 23, 2016

Sponsored by Advance Rural Education

Advance Rural
EDUCATION



Charter School Application: The Academy at Seminole

1. Mission Statement for the Charter School.

The Academy of Seminole ("The Academy") Governance Board ("Board") approved the following preliminary mission statement:

The Academy of Seminole strives to set the standard of excellence in education, offering a rigorous, relevant and personalized curriculum characterized by positive and caring relationships among all stakeholders.

2. A description including, but not limited to, background information of the educational structure and the governing body of the charter school.

Advance Rural Education (ARE) is an Oklahoma Foundation that will be applying for 501(c)3 non-profit status. ARE is forming The Academy to provide a high quality public education option for students and families in Seminole, Oklahoma. ARE was established by Enviro Systems, Inc.'s President and CEO, Paul Campbell, in March 2016. The purpose of ARE is to create coalitions to combine the talents and resources of public schools, universities, career techs, educational architects, and industry in rural areas which can advance learning for our children in significant ways.

Several individuals and businesses have contributed time and money totaling over \$150k in the pursuit of starting this new Academy.

ARE serves as the governing body for The Academy and its Board is comprised of the following individuals:

- **Paul Campbell**, ARE Chairman and Founder; President and CEO, Enviro Systems, Inc.
- **Lee Denney**, ARE Board Member; Speaker Pro Tempore, Oklahoma House of Representatives
- **Jennifer Monies**, ARE Board Member; Exec. Director, Oklahoma Educated Workforce Initiative
- **Jen Humphreys**, ARE Board Member; President, Carlton Landing Charter School
- **Patricia Hudson**, ARE Secretary and Board Member; Lean Coordinator, Enviro Systems, Inc.
- **Ed Mann**, ARE Treasurer and Board Member; Program Manager, Enviro Systems, Inc.

The Academy is contracting with ResponsiveEd to provide the academic model and support structure for the school. ResponsiveEd is a regional organization that supports high quality public charter schools in Texas and Arkansas and is excited for the opportunity to expand its reach into Oklahoma.

The Academy of Seminole will be a campus designed around an intentional high school focused on preparation and readiness for college, industry engagement and participation in life pursuits immediately upon the conferring of the diploma. The Academy will accomplish this through a pedagogical paradigm of "precision mastery".

Balances and Blends of the Academy

- A balance between curricular (self-directed) learning environments and STEM (teacher-directed) environments.
- A blend between direct, indirect and non-direct instruction.
- A balance between readiness for higher education and industry engagement upon graduation.
- A blend of structure and empowered freedom for each learner in the classroom and on the campus.



Pedagogy and Methodology of the Academy

1. Precision Mastery

- a. The school will employ high level instructors for the subjects of Science and Math, replicating the best elements of STEM education. These educators will be responsible for providing the highest standard of teaching in these subjects.
- b. The mark of the strategy is "Intellectual focused on Rigor". Students will be engaged with curriculum designed for 21st century learning paradigms. Teachers will be engaged with students to provide opportunities for learning these subjects in a manner that increases capacity while creating elements for exploration and investigation of post-diploma options.

2. Classroom Mastery

- a. Content learning for subjects (not including Science and Math) will be achieved in a student empowered environment, self-directed to afford students the opportunity to accelerate learning and progress.
- b. The mark of the strategy is "Individualized focused on Responsibility". Students will be engaged with curriculum designed for 21st century learning paradigms. Teachers will be engaged with students to personalize the learning plans, monitor progress, and provide guidance and feedback as well as supervising the achievement of mastery learning.

3. Skill Mastery

- a. Students will be engaged from 40-50% of each day with local industry environments. Learners will be involved in pursuits designed to prepare for a career path or college route immediately after receiving the diploma.
- b. The mark of the strategy is "Internships focused on Relevance". Students will be engaged with local industry environments and leaders. Development in real world work environments, leadership training and skill capacity will be accompanied by apprenticeships and internships that can lead to certifications and licensing for authentic engagement with careers or college post-diploma.

3. A financial plan for the first 5 years of operation of the charter school.

See Appendix A.

4. A description of the treasurer, encumbrance clerk or other officers or persons who shall have primary responsibility for the finances of the charter school.

The Academy will contract with an accounting firm or employ a treasurer to oversee the implementation of the financial systems and to oversee the process of collecting revenue and reporting expenditures. The accounting firm will utilize separate staff for Treasurer and Payroll, and The Academy shall employ a separate Encumbrance Clerk to fully distribute duties. The Accounting staff shall have more than five (5) years of experience working in school finance and shall have an intimate knowledge of federal and state laws regarding processing of payroll, revenue receipts, and expenditure process and reporting, as well as the state audit cycle.

The school Treasurer shall be independent from The Academy and employed under the financial contract as described above. The Treasurer shall have over five (5) years of experience serving in school finance with direct experience as a school treasurer and auditor.



5. A description of the hiring policy.

See Appendix B.

6. The name of the applicant(s).

Advance Rural Education (ARE) / The Academy of Seminole
PO Box 2308, Seminole, OK 74818
(405) 382-0731

7. The name of the requested sponsor.

Seminole Public Schools ("District")
PO Box 1031, Seminole, OK 74868
405-382-5085

8. A description of the facility and location of the charter school.

The Academy will be located on the Seminole State College campus. Classrooms and facilities will be provided in the Scott Building located at 2701 Boren Blvd, Seminole, OK.

Grades 9-12 will be located on Seminole State College campus. Grades PK-8 will be located at a yet to be announced location.

9. A description of the grades being served.

The Academy plans to serve students from Pre-K to 12 and intends to grow in the following manner:

- Year 1: Grades 11-12
- Year 2: Grades PK-3, 9-12
- Year 3: Grades PK-5, 9-12
- Year 4: Grades PK-12

10. An outline of criteria designed to measure effectiveness of the charter school.

The Academy's effectiveness will be measured, in part, by the methods established by Oklahoma Law and the Oklahoma State Department of Education regarding performance of students in all content areas, growth of students in reading and math and whole school performance indicators. The Academy will be assessed on Annual Measurable Objectives based on The Academy's 5-year goals. Additionally, the Academy will measure the Educational Effectiveness as determined by the following indicators: OSDE School Designation, OSDE School Grade, Measurement toward the Achievement of the School Mission, and Implementation of Specialized Instruction.

The Academy will measure the Financial Effectiveness as determined by the following indicators: the Annual External Audit reflects a system with good business practices. Policies and procedures are in place to promote good internal controls; The Academy submits timely and accurate financial information as required; and The Academy's Federal Funds are in compliance with all USDE Financial Guidelines.

Finally, The Academy will measure the Organizational Effectiveness as determined by the following indicators: The Academy implements admission policy and procedures as defined in the contract and in compliance with applicable law; The Academy maintains a safe and secure environment; Discipline procedures, health, and safety procedures are outlined clearly and in compliance with applicable legislation; The Academy implements the governance structure defined in The Academy's contract; The



Board oversees The Academy's operations; The Academy is in compliance with the Open Meeting and Open Records Act; and The Academy employs instructional staff that meets the State and Federal Highly Qualified Requirements.

11. A demonstration of support for the charter school from residents of the school district where the charter school will be located.

See Appendix C.

12. Documentation that the applicants completed charter school training.

Board member Jen Humphreys has attended the required training. Several other board members will attend the September 15, 2016 training. Mrs. Humphreys training certificate is attached in Appendix D.

13. A description of the minimum and maximum enrollment planned per year for each term of the charter contract.

The Academy intends to meet the following enrollment projections:

- Year 1: 60 students
- Year 2: 250 students
- Year 3: 350 students
- Year 4: 500 students
- Year 5: 700 students

14. The proposed calendar for the charter school and sample daily schedule.

The Academy intends to adhere to the following schedule in the lead up to opening the school in the fall of 2017:

Summer 2016 Activities:

1. Create website with physical address for board meeting postings
2. Board participates in School Board Training
3. Charter Application submitted
4. Approval by Seminole Public School Board
5. ARE completes negotiations with a successful applicant and both parties sign contract of sponsorship
6. Governing Board of Charter School provides final documentation to Seminole Public School on all compliance issues

Fall 2016 Activities/Focus areas:

1. Board hires Head of School
2. School organizer continues to refine and execute plans outlined in application

Spring 2017 Activities/Focus areas:

1. Curriculum (e.g., instructional materials, supplies)
2. Staffing (e.g., teachers hired, appropriate licenses)
3. Facilities (e.g., inspections, certificate of occupancy)
4. Equipment (e.g., classroom furniture, computers)
5. Special needs services (e.g., process for identifying students, plans for providing services)



6. Health services (e.g., on-site health care, plans for dispensing medications)
7. Insurance (e.g., appropriate coverage has been acquired)
8. Release enrollment application
9. Create student handbook

Fall 2017 Activities/Focus areas:

1. Pending successful completion of all implementation items, authorizer approves School for opening
2. Newly chartered schools commence operation consistent with the Oklahoma Public School district calendar for School Year 2017-2018
3. All documents, policies and compliance checks which are required hereby but not yet furnished to Sponsor

Proposed School Calendar for 2017-2018 School Year:

- The Academy will adhere to the academic calendar of the Seminole Public School District.
- The number of proposed instructional days each school year will be 190 days; however, the School will submit a letter to the State Department of Education to follow a school calendar based on hours of instruction - *not* days of instruction per year.
- The number of proposed instructional hours each school year will be 1,349 hours. This is 269 hours more than the mandated minimum requirement of 1,080 hours.

Proposed School Day Schedule:

There will be 7 hours in a school day with a schedule as follows:

Half of the students each day will be in a morning campus with the following schedule:

- 8:00 Classroom Time for content learning and STEM
- 11:30 Lunch and shift to industry locations
- 12:00 Pathways
- 3:00 Dismissal

Half of the students each day will be in an afternoon campus with the following schedule:

- 8:00 Pathways
- 11:00 Lunch and shift to classroom locations
- 11:30 Classroom Time for content learning and STEM
- 3:00 Dismissal

15. A description of the academic program aligned with state standards.

The Academy will have its inaugural opening coinciding with the school year that the full implementation of the Oklahoma standards is required. Students and staff will be able to utilize the new standards without any gaps or overlaps in the curriculum between previous standards mandated by the State of Oklahoma. Teachers will design integrated units of study utilizing a cross-curricular approach so that the standards are taught in a rigorous, yet relevant manner.

After assessing each student, a differentiated Personalized Learning Profile (PLP) will be written for each student so that specific learning style/modality preferences will be identified. Teachers will consult with parents in the development of the PLP, enlist family support, and agree upon strategies to meet each child's individual needs. Specific academic weaknesses will be addressed and prescribed targeted



remediation. Academic strengths will be identified and then extended through advancement to higher curriculum standards or through extension and enrichment opportunities.

Additionally, The Academy will improve learning with ubiquitous access to technology incorporating various devices (e.g., iPad, iTouch, iPad Mini). Students and teachers will be able to fashion a blended learning environment that consists of both a "brick and mortar" environment and also a virtual learning environment. Various supplemental educational applications and educationally suitable interactive programs will be used to improve learning and increase instructional time. The Academy anticipates that as families and parents are more connected to the School through these programs, parent engagement will increase—thus, so will student learning.

Increase learning opportunities for students.

Creating a School who partners with businesses, colleges, and career techs permits the School to have many "neighbors" with whom many partnerships may be established. For example, partnerships with the various businesses, government offices, civic offices, arts (including visual, performing, drama, and dance) health and research facilities/organizations, cultural and historical venues, sports organizations and other community resources will allow limitless unique learning opportunities to flourish. The substantial amenities of the above will offer The Academy the ability to create exclusive programs designed to offer students rigorous yet relevant extended curriculum opportunities that could not be offered at other schools.

Access to technology and the use of personal devices will be used to differentiate instruction and integrate 21st century learning skills into day-to-day classroom instruction. Widespread use of technology and devices outside of the instructional day will extend the opportunity for students to increase their learning beyond the set instructional day and go outside the school walls. There is no library designed within the walls of The Academy. This is purposeful in design. This does not mean that students will not have access to a vast array of literature and text; it will look different than a traditional school that houses books in a centralized location. Age and grade appropriate text in a variety of Lexile levels will be available in each cluster of classrooms' common spaces. As noted above, access to technology and devices will permit students to have an even greater selection of books via iBook's and other digital resources, such as "OverDrive".

Increased learning opportunities beyond the traditional instructional day will be provided as faculty and students extend the use of technology with educational tools such as Google Docs and/or Edmodo. These tools also allow parents the opportunity to become more involved in their child's education and have immediate access to and easy communication with teachers and the school. For example, Edmodo is a free and safe way for students (including parents) and teachers to connect and collaborate. It is designed to get students excited about learning in a familiar environment. On Edmodo, teachers can continue classroom discussions online, give polls to check for student understanding, and award badges to individual students based on performance or behavior. This places teachers at the center of a powerful network that connects them to students, administrators, parents and publishers. Edmodo makes it simple to track student's progress. Teachers can get the pulse of their classrooms through student reactions to quizzes, assignments and discussion posts that capture understanding, confusion, or frustration. Edmodo offers engaging, easy-to-use apps that personalize learning for every student. These apps help teachers to amplify their lesson plans and integrate seamlessly with Edmodo, delivering all digital content in one place.

Encourage the use of different and innovative teaching methods.

ResponsiveEd curriculum provides a structured model for delivering course content aligned to the Oklahoma standards (Oklahoma History) with a foundation in earlier strategies, such as collaborative problem-based learning. Instead of presenting students with a problem to solve, ResponsiveEd



addresses enduring learning standards and foundational concepts from which the students derive the challenges they will address. In addition, ResponsiveEd encourages the use of web and mobile technologies, such as collaborative tools and wikis that are available to students but not often used in coursework. This model will be interdisciplinary in its approach and encourages project-based learning.

The combination of allowing students to choose their challenge supported by integrated curriculum standards and tying these challenges to community interaction will raise student engagement. ResponsiveEd's activities offer many of the benefits of project-based learning. It engages students in real-world problems and makes them responsible for developing solutions. Additionally, students have the satisfaction that comes from figuring out both the issue to be tackled and the solution they develop. Because these projects are generally community-based, individual students will achieve mastery of speaking and listening standards as they share their learning and reflections with downtown OKC partners. The School will also benefit from enhanced community-campus relations. As participants determine where a problem lies, how a solution might be affected, and how technology can be leveraged to accomplish a workable result, they learn the value of critical thinking and reflection.

One of the key components of ResponsiveEd is its use of technology to implement solutions and to publish results, obliging students to present their findings and reflections not just to their class but also to their community, as required by the standards. This broader audience improves engagement and allows students wider avenues for success. In addition to whatever is learned about the chosen topic, students gain meaningful skills through these projects, including how to share work, collaborate, organize, and express themselves more effectively. The challenge-based approach may thus serve as a meeting point for innovation in teaching and learning -- bringing in aspects of experiential learning, multimedia technology, social interaction, and a willingness to look beyond the walls of the classroom for educational opportunities.

Provide additional academic choices for parents and students.

Parents residing in the school attendance boundaries (as well as parents living outside the District) will be afforded additional academic choices for their students. Tier 1 families in the enrollment plan include those students living in the designated Academy attendance boundaries. They are offered priority admission to The Academy. Tier 2 provides an additional school choice for parents who live outside the attendance zone or work within the attendance zone. Tier 2 on the enrollment hierarchy will be offered the opportunity to choose The Academy and transfer to the School or to participate in the lottery process, as space allows.

A fee based before/after school extended day school-based child care program for working parents will be offered in order to accommodate working parents who need additional assistance with child care before/after school hours. To assure the program accommodates all working parents, alternate funding for the program will be available for those who are in need of assistance with the fee on an "as needed" basis.

Create new professional opportunities for teachers and administrators, including the opportunity to be responsible for the learning program at the school site.

The Academy plans to employ Curriculum Coordinator(s) and Technology Integration Facilitator(s) to serve alongside classroom teachers to assist with:

- Management of student assessment data and data wall
- Coordination of students' Personalized Learning Profiles



- Assistance with tracking of student progress toward proficiency on learning goals including creation of rubrics and scales
- Facilitate standards-based grading practices and develop standards-based report cards to assess and report student mastery of essential foundational learning
- Coordinate team curriculum planning including: unit or lesson plans, deconstructing standards, pacing guides, maps, frequent common formative assessments, rubrics and scales for essential learning goals, and CBL projects
- Development of differentiated instructional strategies and best practices personalized for each student
- Management of small flexible groups and interventions
- Modeling best instructional strategies and practices
- Integration of technology/digital information skills across the curriculum

Facilitators will serve teams and will be available to assist with the coordination of small group instructional flex groups. They will have oversight, under the direction of the Head of School, of professional development activities and teacher collaboration times during the weekly early release day. The facilitators will also serve on the site's Leadership Team and offer expertise for whole school site-based leadership.

Further, additional partnerships with nearby Seminole State College may be investigated to create a Fellowship Program or Junior Teacher Program.

STEM Education.

Recently, much has been made of STEM education and its role in America's future. However, some argue that the term may leave out a key ingredient: arts education. Thus, the term "STEAM education." STEAM is a concept in which divergent-right brain thinking and convergent-left-brain thinking produce a "whole brain" approach to thinking. The "a" in STEAM fuses arts and creative studies with STEM (science, technology, engineering, and math) to engage the whole child and foster high achievement in all areas. Dr. Francis Kane states, "STEM represents the knowledge, tools and processes to invent the future, however, the arts are what make us human. They are inseparable."

National standards support combining science and the arts. Debby Chessin, associate professor of elementary education at the University of Mississippi in Oxford, Mississippi stated, "In K–4, the National Science Education Standards state that students should appreciate the wonder of the natural world and understand the relationships between form and function. According to the National Standards in Art Education, students should integrate form and function in making connections to other content areas in representing art and design principles." Both scientists and visual artists rely on common process skills: "drawing on curiosity, asking questions, observing, seeing patterns and constructing meaning," she adds.

16. A description of the instructional design of the charter school, including the type of learning environment, class size and structure, curriculum overview and teaching methods.

See above in section 15.

17. The plan for using internal and external assessments to measure and report student progress on the performance framework developed by the applicant.

Formative assessments (pre- post- and frequent common formative assessments, including benchmark assessments) will be administered using a product or combination of products that are yet to be determined (e.g., DIBELS, BEAR, PAST, Star Enterprise, Achieve 3000, NWEA assessments, Mastery Connect, or CTB-McGraw Hill's Acuity).



Common assessments will be administered on a frequent basis (weekly or bi-weekly) and other measures such as benchmark tests will be administered on a quarterly basis. The teacher and the student will track results and progress.

As a part of the formative assessments, SAJRES may participate in the Oklahoma State Department of Education's Reading Sufficiency Act, as required by law, utilizing the screening tools and reporting requirements consistent with and allowed by the SDE. Data from common formative assessments will be used to drive instruction, formulate interventions and enrichment activities and prescribe them in each student's Personalized Learning Profile. The teacher and the student will track results and progress.

18. A performance framework that sets forth the academic and operational indicators, measures and metrics that will guide the evaluations of the charter school by the sponsor.

See Appendix E.

19. The plan for identifying and successfully serving students with disabilities, students who are English language learners and students who are academically behind.

a. Special Needs/Exceptional Learners

The Oklahoma Charter Schools Act requires that a charter school comply with all federal and state laws relating to the education of students with disabilities in the same manner as a public school district. As such, and in accordance with the Individuals with Disabilities Education Act ("IDEA"), identification, evaluation, placement, and the provision of education and related services to students with disabilities will be determined by the student's IEP team and the IEP, respectively. Placement will be in the least restrictive environment in which the student can receive a free appropriate public education. However, should modifications, supplementary aids and services, and/or accommodations be necessary as determined by the student's IEP team, such accommodations will be provided in accordance with IDEA and Oklahoma law. Further, special education services and related services (i.e., OT, PT, ST) will be provided at The Academy as determined by the student's IEP team. The School intends to retain staff qualified and trained in the provision of related services, but may contract with third parties for the provision of such services. The Board and school staff are committed to working in collaboration to evaluate, place, and provide proper services to students in the least restrictive environment so that each student receives a Free Appropriate Public Education. Although the School will not enter into a contract until an agreement with the sponsor is executed and in place, the School is aware of multiple high quality service providers that can provide evaluations, consultations, trainings to help ensure the School is providing an appropriate curriculum that is suited to the student's IEP. The Academy acknowledges that the costs to address certain special needs may be exceptional and will take steps to assure that those needs can be met by the School through a combination of insurance, third-party contracts and an agreement with the District for those students who are residents of the District. If a student's IEP team determines that a placement other than The Academy is necessary because The Academy cannot reasonably provide the needed services, students will be transferred to the District's other school sites.

b. Gifted/Talented Learners

In compliance with statute, gifted/talented students shall be identified consistent with 70 O.S. 2011, §1210.301. The Academy will work with the OSDE in identifying gifted/talented students, and reporting them through the gifted child count for the purpose of funding.



c. English Language Learners

Federal law requires that all English language learners be provided with an educational program that gives them (1) access to the core curriculum and (2) opportunities for English language development. Schools are given substantial latitude in selecting program types and choosing whether to use the student's home language for instruction. Several program options are viable and will be assessed by The Academy staff to determine which option(s) are best suited for The Academy population.

Program options may include:

Bilingual Education Programs, Transitional Bilingual Education, Maintenance Bilingual Education, Immersion Education, Two-way Immersion Programs, Newcomer Programs, Sheltered English or Specially Designed Academic Instruction in English (SDALE), ESL Pull Out, English Language Development (ELD), Structured English Immersion.

20. A description of co-curricular or extracurricular programs and how they will be funded and delivered.

The Academy intends to sign an agreement with the Seminole School District to allow Academy students the option of participating in Seminole School District extracurricular activities.

The Academy school board will need to assess which extracurricular activities are appropriate to start and support inclusive of the Academy.

21. Plans and timelines for student recruitment and enrollment, including lottery procedures.

- A. In compliance with 70 O.S. 2011, § 3-140, The Academy charter shall have an open enrollment and freedom of choice and shall not limit admission based on ethnicity, national origin, gender, income level, disabling condition, proficiency in the English language, measures of achievement, aptitude, or athletic ability.
- B. The boundaries of The Academy are the Seminole Public School District.
- C. Publish an application packet for parents and students describing eligibility for admission.
- D. Timeline
 - a. Establish and publish a deadline for the receipt of applications.
 - i. Students who reside within the attendance boundaries will be accepted at any time and will be given priority for admissions. Applications for admission from students who reside outside of the District's boundaries and who desire to transfer to the School shall be submitted with appropriate transfer documents in accordance with the timelines set forth in the Education Open Transfer Act, 70 O.S. 2011, § 8-101.1, et seq.
 - ii. Applications for Emergency Transfers may be considered at any time in accordance with the law.
 - b. Applications will be received by the Head of School who shall review and consider applications for approval.
 - c. The Head of School will notify parents/students in writing of approval or denial within 45 days of receipt of the completed application for admission.
 - d. Once admitted, if the student is not a resident of the District, the parent must complete the appropriate transfer documents in accordance with the law and District policy.
 - e. Upon acceptance into the School, parents of students who are residents of the District will have 15 business days in which to notify the Head of School in writing that the student(s) intend(s) to enroll and to complete any necessary enrollment paperwork.



Upon acceptance into the School, parents of students who are *not* residents of the District will complete the necessary transfer paperwork, and upon approval of a transfer, complete necessary enrollment paperwork within 15 business days of approval of a transfer.

- f. Lottery
 - i. Describe the plan for an admission lottery if the number of eligible and qualified applicants exceeds the program capacity.
 - 1. Tier 1 families in the enrollment plan include those students living in the designated Academy attendance boundaries. They are offered first priority admission. The Academy will host a public lottery for any applicant outside of tier 1 that are oversubscribed. Those applicants will be tier 2 students.

It's important to note that residence location is the *only* criteria that determines between tier 1 and tier 2, nothing else.

22. The student discipline policies for the charter school including those for special education students.

See Appendix B.

23. An organizational chart that clearly presents the organizational structure of the charter school, including lines of authority and reporting between the governing board, staff, and any related bodies such as advisory bodies or parent and teacher councils and any external organizations that will play a role in managing the school.





24. A clear description of the roles and responsibilities for the governing board, the leadership and management team for the charter school and any other entities shown in the organizational chart.

ARE will be responsible for raising funds to help support The Academy start up and expansion in the first 3 years. ARE will also coordinate other area industries and businesses to provide additional resources to The Academy, including but not limited to, funding, internship, mentorship, and job shadowing.

The Academy of Seminole Board will develop bylaws, policies, and procedures detailing roles and responsibilities of The Academy Head of School. The Head of School will govern teachers and administrators. The Board is responsible for all aspects of the planning, governance, and operation of the School.

ResponsiveEd, a charter management organization, will be responsible for the day to day operation of the Academy.

25. The leadership and teacher employment policies for the charter school.

See Appendix B.

26. Proposed governing bylaws.

See Appendix F.

27. Explanations of any partnerships or contractual partnerships central to the operations or mission of the charter school.

Advance Rural Education will contract with ResponsiveEd to manage the day to day operations of the Academy. ResponsiveEd will contract with Seminole State College for initial facility and food service requirements.

28. The plans for providing transportation, food service and all other significant operational or ancillary services.

- A. Provision of Transportation
 - 1. The Academy will not provide public transportation for students.
- B. Child Nutrition Services
 - 1. The School's plans for providing food service for faculty and students.
 - a. The School may elect to participate in the USDA National School Lunch Program, School Breakfast Program, After-School Snack Program, and Fresh Fruit and Vegetable Program in cooperation with the OSDE Child Nutrition Services under the provisions outlined in the Agreement for Food Services template that has been approved by USDA and the OSDE or shall contract with a vendor to provide meal service. The School shall be responsible for the Child Nutrition Agreement, Renewal Agreement, Permanent Policy Statement and all other reporting requirements required by USDA and/or the USDE. Meals will be prepared onsite and will follow the requirements of the National School Lunch Program.
 - b. No arrangements at this time have been made with any private agencies for food services.
 - 2. Plan for meeting reporting requirements and for documenting annual sanitation certification.



- a. The School shall comply with the Health Inspections of Kitchens Section 111 of the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265) amended Section 9(h) of the Richard B. Russell National School Lunch Act regarding health inspections required in schools participating in the NSLP or SBP.
 - b. The School must obtain at least two health inspections each school year. The inspections must be conducted by the Health Department. In addition, schools must post, in a publicly visible location, the most recent health inspection and provide a copy of the health inspection report to a member of the public upon request. If the School does not receive the required two inspections per year, the School shall contact the Health Department to request that the inspections be conducted; the date and name of the person spoken to concerning this matter shall be documented. The School shall report the number of health inspection annually to the State Department of Education through eClaims by the School prior to the submission of the September claim for reimbursement.
Oklahoma law, Title 63 O.S. 2011, §§ 1-106.1(E) and 1-1118, and Title 75 O.S. 2011, § 314(C)(1), requires institutions such as the School to pay annual license renewal fees of \$100 per site to the Oklahoma State Department of Health. This fee is necessary to support the continued operation of food sanitation programs, including facility inspections conducted by the Health Department.
 - c. Procedures to process free/reduced lunch applications for eligible students. Staff will be trained in the Application Process, Benefit Issuance, Verification and Meal Counting and Claiming (ABVM) process annually as required by the USDA and OSDE. Free/reduced lunch applications will be distributed during the enrollment process and collected in a school office. Staff shall approve the application within ten days of receipt of the application. Each application shall be approved either electronically through a computer-assisted application or shall be reviewed by two staff members to ensure that the application has been properly approved and that benefits have been properly assigned.
3. Describe the planned cafeteria or other eating facility to include description of equipment, sanitation, and capacity parameters.
 - a. The School cafeteria shall be equipped with a kitchen to provide for on-site meal preparation. The kitchen will be pre-approved by the Seminole County Health Department and OSDE Child Nutrition Services prior to use. In compliance with sanitation requirements, The Academy at Seminole shall follow Hazard Analysis and Critical Control Point (HACCP) System procedures (Reference USDA Policy Memo 2005-SP-21). Section 111 of the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265) amended Section 9(h) of the Richard B. Russell National School Lunch Act by requiring SFAs to implement a food safety program for the preparation and service of school meals served to children in the school year beginning July 1, 2005. The program must be based on HACCP principles and conform to guidance issued by USDA. All SFAs must have had a fully implemented food safety program no later than the end of the 2005-2006 school year. (Reference USDA Guidance on Developing a School Food Safety Program Based on the Process Approach to HACCP Principles—June 2005.) HACCP is a systematic approach to construct a food safety program designed to reduce the risk of foodborne hazards by focusing on each step of the food production process—receiving, storing, preparing, cooking, cooling, reheating, holding, assembling, packaging, transporting, and serving. The purpose of a school food safety program is to ensure the delivery of safe foods to children in the school meals program by controlling hazards that may occur or be introduced into foods anywhere along the flow of the food from receiving to service (food flow).



1. There are two types of hazards:
 - a. hazards specific to the preparation of the food, such as improper cooking for the specific type of food (beef, chicken, eggs, etc.) and
 - b. nonspecific hazards that affect all foods, such as poor personal hygiene. Specific hazards are controlled by identifying Critical Control Points (CCPs) and implementing measures to control the occurrence or introduction of those hazards. Nonspecific hazards are controlled by developing and implementing Standard Operating Procedures.
- b. Standard Operating Procedures (SOPs)
 - i. During the Development of the School Food Safety Program, the School shall review the food service operations within the SFA and describe the facility, functions, and standard procedures for each. This initial review may include:
 1. Types of facilities in your SFA
 2. Existing SOPs
 3. Number and type of employees at the site
 4. Types of equipment
 5. Processes for food preparation
 6. Menu items
 - c. Three main points are essential to developing this program:
 - i. Sanitation—Ensuring that all of the food preparation areas are clean and sanitary, such as workers' hands, utensils, and food contact surfaces. Avoid cross contamination.
 - ii. Temperature control—Ensuring that cold foods cold and hot foods hot. Cook to proper temperatures and hold at proper temperatures, and to record those temperatures. A basic, properly calibrated food thermometer (digital or dial) is needed to check for proper temperatures.
 - iii. SOPs—The School will create Standard Operating Procedures for sanitation and verify that proper temperatures are being observed as well as other aspects of a foodservice operation with consideration given to the following:
 1. General safety considerations
 - a. Prohibit bare hand contact with ready-to-eat (RTE) foods.
 - b. Store chemicals away from food and food-related supplies.
 2. Personnel
 - a. Require hand washing after restroom use, sneezing, coughing, or after performing any cleaning activity.
 - b. Develop a policy for restricting or excluding ill employees from food production or preparation areas.
 3. Product procurement
 - a. Follow recommendations for selecting vendors such as those found in state distributing agency vendor certification procedures.
 - b. Develop buyer product specifications.
 4. Receiving
 - a. Reject all cans with swollen sides or ends, flawed seals and seams, rust or dents.



- b. Put perishable foods into the refrigerator or freezer immediately.
- 5. Storing
 - a. Store all food and paper supplies six to eight inches off the floor.
 - b. Label all food with the name of the School and delivery date.
- 6. Transporting
 - a. Preheat transfer carts prior to use.
 - b. Limit transport travel time to a maximum of two hours.
- 7. Holding
 - a. Keep hot foods hot (above 135°F [Oklahoma Health Department requirement]) and cold foods cold (below 41°F).
- 8. Preparation
 - a. Do not keep food in the danger zone (between 41°F and 135°F) for more than four hours.
 - b. Handle food with utensils; clean, gloved hands or clean hands. (Bare hand contact with food during preparation should be limited. Bare hand contact with RTE foods should be prohibited.)
- 9. Cleaning/Sanitizing
 - a. Use clean water, free of grease and food particles.
 - b. Keep wiping cloths in sanitizing solution while cleaning.
- 10. Cooking and documenting temperatures
 - a. Record all temperatures when they are taken.
 - b. Use only a clean and sanitized thermometer when taking internal temperatures of foods.
- 11. Cooling
 - a. Containers: cover loosely so that heat can escape quickly.
 - b. Keep cold foods cold by pre-chilling ingredients for salads.
- 12. Reheating
 - a. Transfer reheated food to hot-holding equipment only when the food reaches the proper temperature.
 - b. Use only cooking ranges, ovens, steamers, and microwave ovens to reheat foods. Use hot-holding equipment only to maintain temperature and not for rapidly heating food.

29. Opportunities and expectations for parental involvement.

- 1. The Board will hold open meetings with public participation where parents can address the Board.
- 2. The Head of School will plan regular meetings with parents.
- 3. The Head of School will work with parents to establish a site for Parent Teacher Organization.
- 4. Increased learning opportunities beyond the traditional instructional day will be provided as faculty and students extend the use of technology with educational tools such as Google Docs and/or Edmodo. These tools also allow parents the opportunity to become more involved in their child's education and have immediate access to, and easy communication with, teachers and the school. (See section 15 for more detailed information.)



30. A detailed school start-up plan that identifies tasks, timelines, and responsible individuals.

The Academy intends to adhere to the following schedule and tasks in the lead up to opening the School in the fall of 2017:

Summer 2016 Activities:

1. Create website with physical address for board meeting postings
2. Board hires Head of School
3. Board participates in School Board Training
4. Charter Application submitted
5. Approval by Seminole Public School Board
6. ARE completes negotiations with a successful applicant and both parties sign contract of sponsorship
7. Governing Board of Charter School provides final documentation to Seminole Public School on all compliance issues

Fall 2016 Activities/Focus areas:

1. School organizer continues to refine and execute plans outlined in application

Spring 2017 Activities/Focus areas:

1. Curriculum (e.g., instructional materials, supplies)
2. Staffing (e.g., teachers hired, appropriate licenses)
3. Facilities (e.g., inspections, certificate of occupancy)
4. Equipment (e.g., classroom furniture, computers)
5. Special needs services (e.g., process for identifying students, plans for providing services)
6. Health services (e.g., on-site health care, plans for dispensing medications)
7. Insurance (e.g., appropriate coverage has been acquired)
8. Release enrollment application
9. Create student handbook

Fall 2017 Activities/Focus areas:

1. Pending successful completion of all implementation items, authorizer approves School for opening
2. Newly chartered schools commence operation consistent with the Oklahoma Public School district calendar for School Year 2017-2018
3. All documents, policies and compliance checks which are required hereby but not yet furnished to Sponsor

31. A description of the financial plan and policies for the charter school, including financial controls and audit requirements.

The Academy shall contract with an auditor to complete the annual school audit. The auditor shall be approved by the State Auditor and Inspector. The audit shall be completed and reported to the SDE as required by law.

The Academy shall comply with all financial reporting requirements throughout the year. The Academy recognizes that the SDE uses a variety of reporting requirements to collect data used in the State Aid Funding Formula, including the Application for Accreditation (bilingual counts), Gifted Education Report (gifted student count), IDEA Child Count (weighted Special Education counts), National School Lunch



Program (Low Income Child counts/Economically Disadvantaged counts, also used to calculate federal funding under Title I, Title II, and IDEA), First Quarter Statistical and Annual Statistical Reports (Weighted Average Daily Membership and Average Daily Attendance for the State Aid Formula). Furthermore, the Academy understands the FR3 (state tape) report of revenue and expenditures as well as the Estimate of Needs that must be submitted annually.

The Academy will implement a standard cost accounting system in compliance with Oklahoma statutes and OSDE regulations and will utilize an OSDE approved OCAS system to track and report revenue and expenditures. Furthermore, the Board will adopt a standard process for the approval of expenditures. See attached.

32. A description of the insurance coverage the charter school will obtain.

The School shall purchase all insurance as required by federal and state statute. The School shall participate in Unemployment Insurance and Workers Compensation programs as required by statute. The School shall purchase liability insurance, property insurance, and surety bonds on staff that are responsible for the control of finances to the extent required by Oklahoma statutes.

The School shall participate in the Oklahoma State Education Employees Group Insurance Board for health coverage. All other insurance coverage shall be procured through the procurement process approved by the Board. Copies of individual policies shall be forwarded once they are fully executed.

33. Start-up and five-year budgets with clearly stated assumptions.

See Appendix A.

34. Start-up and first-year cash flow projections with clearly stated assumptions.

See Appendix A.

35. Evidence of anticipated fundraising contributions.

ARE will be applying for several grants to support the Academy, including, but not limited to, the Walton Family Foundation, Enviro Systems, Inc. and the Inasmuch Foundation.

ARE is also pursuing private funds from various individuals interested in advancing rural Oklahoma education. ARE anticipates to raise \$2m in funds by March 2017.

36. A sound facilities plan, including backup or contingency plans.

Seminole State College has space available and ready to lease as of August 2016.

37. Board member addresses, meeting locations, and meeting dates (to be no less than four times per year).

- **Paul Campbell**, President and CEO, Enviro Systems; Chairman and Founder, ARE
12037 N HWY 99, Seminole, OK 74868
- **Patricia Hudson**, Lean Coordinator, Enviro Systems; Secretary, ARE
18851 East Cedar Lane, Noble, OK 73068
- **Ed Mann**, Project Manager, Enviro Systems; Treasurer, ARE
2610 Grounds Ave., Seminole, OK 74868



- **Lee Denney**, Speaker Pro Tempore, Oklahoma House of Representatives
834 East 6th, Cushing, OK 74023
- **Jennifer Monies**, Executive Director, Oklahoma Educated Workforce Initiative
1935 NW 20th Street, Oklahoma City, OK 73106
- **Jen Humphreys**, President, Carlton Landing Charter School
10 Boulevard, Eufaula, OK 74432

Board Meetings are held at 12037 N. Hwy 99, Seminole, OK 74868.

38. A statement declaring the charter school's intent to faithfully adhere to the Oklahoma Open Meeting Act and Oklahoma Open Records Act.

The Board will comply with the Oklahoma Open Meeting Act and the Oklahoma Open Records Act and regularly consult with legal counsel relating thereto.



Appendix A

| The Academy of Seminole - Financial Summary | | | | | | |
|---|--|---------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| | | 2017 | 2018 | 2019 | 2020 | 2021 |
| Expenses/Revenues | | | | | | |
| Sum Facility Expenses | | \$89,000.00 | \$110,000.00 | \$200,000.00 | \$170,000.00 | \$170,000.00 |
| Sum Operating Expenses | | \$119,000.00 | \$188,500.00 | \$194,000.00 | \$266,000.00 | \$150,000.00 |
| Sum Salaries/Benefits | | \$356,800.00 | \$900,800.00 | \$1,432,000.00 | \$1,995,200.00 | \$2,552,000.00 |
| Total Expenses | | \$564,800.00 | \$1,199,300.00 | \$1,826,000.00 | \$2,431,200.00 | \$2,872,000.00 |
| | | | | | | |
| Sum Revenues | | \$822,560.00 | \$1,531,500.00 | \$1,694,100.00 | \$2,063,000.00 | \$2,888,200.00 |
| Total Revenues | | \$822,560.00 | \$1,531,500.00 | \$1,694,100.00 | \$2,063,000.00 | \$2,888,200.00 |
| | | | | | | |
| SUM EXPENSES/REVENUES | | \$257,760.00 | \$332,200.00 | -\$131,900.00 | -\$368,200.00 | \$16,200.00 |
| | | | | | | |
| Cumulative Expenses / Revenues | | \$257,760.00 | \$589,960.00 | \$458,060.00 | \$89,860.00 | \$106,060.00 |



| The Academy of Seminole Detailed Financial Summary | | | | | | |
|--|--|--------------|----------------|----------------|----------------|----------------|
| | | 2017 | 2018 | 2019 | 2020 | 2021 |
| Facility Expenses | | | | | | |
| Building Lease | | \$24,000.00 | \$40,000.00 | \$100,000.00 | \$100,000.00 | \$100,000.00 |
| Technology | | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 |
| Internet and Phone should use E-Rate | | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 |
| Insurance | | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 |
| Furniture | | \$15,000.00 | \$15,000.00 | \$35,000.00 | \$5,000.00 | \$5,000.00 |
| Other | | \$10,000.00 | \$15,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 |
| | | | | | | |
| SUM FACILITY EXPENSES | | \$89,000.00 | \$110,000.00 | \$200,000.00 | \$170,000.00 | \$170,000.00 |
| | | | | | | |
| | | 2017 | 2018 | 2019 | 2020 | 2021 |
| Operating Expenses | | | | | | |
| Teaching Supplies | | \$25,000.00 | \$35,000.00 | \$45,000.00 | \$45,000.00 | \$45,000.00 |
| Text Books | | \$24,000.00 | \$76,000.00 | \$64,000.00 | \$136,000.00 | \$20,000.00 |
| Manipulatives | | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 |
| Copier and Printers | | \$15,000.00 | \$22,500.00 | \$30,000.00 | \$30,000.00 | \$30,000.00 |
| Computers/lpads/Chromebooks, etc... | | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 |
| PE/Play Equipment | | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 |
| Paper, Construction Paper, Laminating Film | | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 |
| | | | | | | |
| SUM OPERATING EXPENSES | | \$119,000.00 | \$188,500.00 | \$194,000.00 | \$266,000.00 | \$150,000.00 |
| | | | | | | |
| | | 2017 | 2018 | 2019 | 2020 | 2021 |
| Salaries and Benefits | | | | | | |
| Headmaster (includes benefits) | | \$120,000.00 | \$120,000.00 | \$120,000.00 | \$120,000.00 | \$120,000.00 |
| Teachers | | \$192,000.00 | \$512,000.00 | \$896,000.00 | \$1,280,000.00 | \$1,792,000.00 |
| Exec Staff | | \$0.00 | \$102,400.00 | \$204,800.00 | \$307,200.00 | \$307,200.00 |
| Admin | | \$44,800.00 | \$89,600.00 | \$134,400.00 | \$134,400.00 | \$179,200.00 |
| Counselor | | \$0.00 | \$76,800.00 | \$76,800.00 | \$153,600.00 | \$153,600.00 |
| SUM SALARIES/BENEFITS | | \$356,800.00 | \$900,800.00 | \$1,432,000.00 | \$1,995,200.00 | \$2,552,000.00 |
| | | | | | | |
| | | 2017 | 2018 | 2019 | 2020 | 2021 |
| Revenues | | | | | | |
| Per Student Calculation | | \$247,560.00 | \$1,031,500.00 | \$1,444,100.00 | \$2,063,000.00 | \$2,888,200.00 |
| Startup Grant - WFF | | \$325,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Startup Grant - ARE | | \$250,000.00 | \$500,000.00 | \$250,000.00 | \$0.00 | \$0.00 |
| Other | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Other | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Other | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | | | | |
| SUM REVENUES | | \$822,560.00 | \$1,531,500.00 | \$1,694,100.00 | \$2,063,000.00 | \$2,888,200.00 |
| | | | | | | |
| | | 2017 | 2018 | 2019 | 2020 | 2021 |
| Expenses/Revenues | | | | | | |
| Sum Facility Expenses | | \$89,000.00 | \$110,000.00 | \$200,000.00 | \$170,000.00 | \$170,000.00 |
| Sum Operating Expenses | | \$119,000.00 | \$188,500.00 | \$194,000.00 | \$266,000.00 | \$150,000.00 |
| Sum Salaries/Benefits | | \$356,800.00 | \$900,800.00 | \$1,432,000.00 | \$1,995,200.00 | \$2,552,000.00 |
| Total Expenses | | \$564,800.00 | \$1,199,300.00 | \$1,826,000.00 | \$2,431,200.00 | \$2,872,000.00 |
| | | | | | | |
| Sum Revenues | | \$822,560.00 | \$1,531,500.00 | \$1,694,100.00 | \$2,063,000.00 | \$2,888,200.00 |
| Total Revenues | | \$822,560.00 | \$1,531,500.00 | \$1,694,100.00 | \$2,063,000.00 | \$2,888,200.00 |
| | | | | | | |
| SUM EXPENSES/REVENUES | | \$257,760.00 | \$332,200.00 | -\$131,900.00 | -\$368,200.00 | \$16,200.00 |
| | | | | | | |
| Cuml Cash Flow | | \$257,760.00 | \$589,960.00 | \$458,060.00 | \$89,860.00 | \$106,060.00 |

2016-2017 Responsive Education Employee Handbook - Appendix B

IMPORTANT NOTICES REGARDING EMPLOYMENT AND PRIVACY

Disclaimer of Employment Contract

Employment with ResponsiveEd is on an “**at-will**” basis. Meaning that employment with ResponsiveEd is voluntarily entered into, and the employee is free to resign at will, at any time, with or without notice or cause. Similarly, ResponsiveEd may terminate the employment relationship at will, at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law.

This handbook is not an employment contract and shall not be construed to guarantee employment for any specific duration. Nothing contained in this handbook, or any written or oral statement contradicting, modifying, interpreting, explaining, or clarifying any provision of this handbook is intended to create, or shall create, any express or implied contractual obligations that are binding upon either ResponsiveEd or the employee. Only the Chief Executive Officer has the authority to alter any employee’s at-will status or to enter into any employment contract for a definite period. Any such agreement altering any employee’s at-will status must be in writing and signed by the Chief Executive Officer.

ResponsiveEd has prepared this handbook to summarize many of ResponsiveEd’s policies, procedures, and benefits. No handbook can anticipate every circumstance or question about policy. ResponsiveEd reserves the right to revise, add to, or delete any policies or portion of this handbook at any time, as it deems appropriate, in its sole and absolute discretion, with or without prior notice to employees. This handbook replaces any prior written and oral communications about the subjects contained in it.

This handbook, which is adopted annually by the Board of Trustees, is designed to be in accord with board policy. If there is a conflict between board policy and any provision of this handbook, the provision that was most recently adopted by the Board of Trustees will be followed.

Equal Employment Opportunity

To provide equal employment and advancement opportunities to all individuals, employment decisions at ResponsiveEd will be based on merit, qualifications, and abilities. ResponsiveEd does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, genetic information, military status, or any other characteristic protected by law.

This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employees with questions or concerns about any discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the Human

Resources Department (HR). Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Workplace Privacy, Alcohol and Drug Testing

Privacy Expectation

There is no general or specific expectation of privacy in the workplace, while on ResponsiveEd premises, worksites, or while on duty. **In general, employees should assume that what they do while on duty or on ResponsiveEd premises or worksites is not private.**

Non-Investigatory Searches

Non-investigatory searches in the workplace, including accessing an employee's desk, computer, file cabinets, or work area to obtain information needed for usual business purposes may occur when an employee is unavailable. Therefore, employees are at this moment notified that they have no legitimate expectation of privacy in those places.

Work-Related Misconduct

ResponsiveEd reserves the right to conduct searches when there is reasonable suspicion that a search will uncover evidence of work-related misconduct. Such investigatory searches may include drug and alcohol testing if the suspected violation relates to drug or alcohol use. ResponsiveEd may search the employee, the employee's personal items, work area, computers, lockers, and private vehicles parked on ResponsiveEd premises or work sites or used in ResponsiveEd business. Therefore, employees are at this moment notified that they have no legitimate expectation of privacy in those places.

Any search under this policy is conducted in a manner designed to protect the employee's privacy, confidentiality, and personal dignity to the greatest extent possible.

Locked Storage Areas

If an employee uses a locker or other storage area at work, including a locking desk drawer or locking cabinet, ResponsiveEd will either: (1) furnish the lock and keep a copy of the key or combination, or (2) allow the employee to furnish a personal lock, but the employee must give ResponsiveEd a copy of the key or combination. The areas in question may be searched at any time, with or without the employee being present.

Disciplinary Consequences for Non-Compliance

No employee will ever be physically forced to submit to a search. However, an employee who refuses to submit to a search request from ResponsiveEd will face disciplinary action, up to and including termination of employment.

Technology Resources

ResponsiveEd reserves the right to monitor all technology resource activity. ResponsiveEd's computer systems and networks are any configurations of hardware and software. The systems and networks include all of the computer hardware, operating system software, application software, stored text, and data files. Including electronic mail, databases (including the Internet), optical media, clip art, digital images, digitized information, telecommunications devices, and all new technologies as they become available.

HIRING PROCESS AND EMPLOYEE RECORDS

Employment Applications

ResponsiveEd relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

Disability Accommodation

ResponsiveEd is committed to complying fully with the Americans with Disabilities Act ("ADA") and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures are in place to provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the essential functions of the position.

Reasonable accommodation is available to all disabled employees, where their disability affects the performance of essential job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression and seniority lists. Leave of all types will be available to all employees on an equal basis.

ResponsiveEd is also committed to not discriminating against any qualified employees or applicants

because they are related to or associated with a person with a disability. ResponsiveEd will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. ResponsiveEd is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

ResponsiveEd will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship.

Immigration Law Compliance

ResponsiveEd is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility **No later than the third day of work**. Former employees who are rehired must also complete the form if they have not completed an I-9 with ResponsiveEd within the past three years, or if their previous I-9 is no longer retained or valid. Employees with questions or seeking more information on immigration law issues are encouraged to contact the HR Department. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

Employment Categories

It is the intent of ResponsiveEd to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility.

All ResponsiveEd positions are classified as “exempt” or “non-exempt” according to federal law. Professional employees and academic administrators are generally classified as exempt and paid bi-weekly salaries. **Exempt employees are not entitled to overtime compensation and may be appropriately required to work more than the anticipated work schedule without receiving additional remuneration.** Other employees are generally classified as non-exempt and are paid an hourly wage and receive overtime pay for each hour worked beyond 40 in a workweek. However, non-exempt employees are not authorized to work beyond their normal work schedule without advance approval from their supervisor. In addition to the above categories, each employee will belong to one other employment category:

Full-Time

Full-time employees are those who are not in a temporary status and who are regularly scheduled to work 32 or more hours per week. Generally, they are eligible for the ResponsiveEd benefit package, subject to the terms, conditions, and limitations of each benefit program.

Part-Time

Part-time employees are those who are not assigned to a temporary status and who are regularly scheduled to work less than 32 hours per week. Part-time employees receive all legally mandated benefits (such as Social Security or Teacher's Retirement, and workers' compensation insurance).

Part-time employees who work a minimum of 20 hours a week every week are eligible for health, life, and dental insurance, subject to the terms, conditions, and limitations of each benefit program. They also may participate in optional insurance plans and the 125 Cafeteria Premium Only Plan. However, they are ineligible for all other ResponsiveEd benefits programs, such as paid leave. **Note: Part-time employees are required to pay full premiums each month regardless of how much they receive in their paychecks.**

Temporary

Temporary employees are those who are hired temporarily to supplement the work force or to assist in the completion of a specific project. Employment assignments in this category are of a limited, intermittent, and/or unpredictable duration. Employment beyond any initially stated period does not imply a change in employment status. Temporary employees retain that status unless and until notified of a change.

While temporary employees receive all legally mandated benefits (such as Social Security or Teacher's Retirement, and workers' compensation insurance), they are ineligible for all of the other ResponsiveEd benefits programs.

Criminal History Background Checks

ResponsiveEd reserves the right not to employ any applicant whose criminal history record indicates an arrest or conviction for a felony, crimes against persons, drug-related crimes, job-related crimes, repeated arrests, offenses that pose a risk to children, or any other criminal activity judged improper for a school employee. ResponsiveEd reserves the right to obtain criminal record information on any ResponsiveEd employee at any time.

National criminal history checks based on an individual's fingerprints, photo, and other identification will be conducted on all employees and entered into the Arkansas State Police Clearinghouse. This database provides ResponsiveEd and the Arkansas Department of Education (ADE) with access to an employee's current national criminal history and updates to the employee's subsequent criminal history.

Fingerprinting

As of June 1, 2013, ResponsiveEd reimburses the fingerprinting fee for newly hired full-time and part-time employees who are not assigned to a temporary status. If the employee voluntarily leaves before their one-year anniversary with ResponsiveEd, the fee will be deducted from their last check.

Employment Reference Checks

To ensure that individuals who join ResponsiveEd are well qualified and have a strong potential to be productive and successful, it is the policy of ResponsiveEd to check the employment references of all applicants.

Inquiries regarding employment information on current and prior ResponsiveEd employees should be referred to Human Resources Department (HR). The HR Department will respond in writing only to those reference check inquiries that are submitted in writing. Responses to such inquiries will confirm only dates of employment, and position(s) held. Inquiries regarding wage rate information should be referred to Payroll. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry unless required by law.

Review of Personnel Files

To ensure that an employee's personnel file of record does not contain material that might be unfavorable to the employee's continued employment, promotion, or advancement, or employment elsewhere, without the employee's knowledge of such material, the employee shall be given the opportunity to sign any such material that is not directed to or does not originate with the employee. The signature shall merely signify that the employee has read the material to be filed. Should the employee decline to sign such material, that fact shall be noted and filed with the material in the employee's personnel file.

ResponsiveEd shall maintain a personnel file for each employee, which shall be available to the employee for inspection. The employee may submit, for inclusion in his or her personnel file, written information to any of the material contained therein. Employee requests for copies of—or inclusion of written material in—his or her personnel file may be sent to the HR Department in writing via the following methods:

By mail:

Responsive Education Solutions
Personnel Records
Attn: Human Resource Department
P.O. Box 292730
Lewisville, Texas 75029

By e-mail:

hrforms@responsiveed.com

Subject heading should read "Personnel Records."

By fax:

866.778.1021

Subject heading should read "Personnel Records."

In person:

Responsive Education Solutions

1301 Waters Ridge Drive

Lewisville, Texas 75057

Personnel files or any of their contents will not be removed from ResponsiveEd's corporate offices without the approval of the Director of Human Resources, Human Resource Manager or the Superintendent. Other than the employee, no one may have access to an employee's file other than his or her Supervisor, the Human Resource Department, or those authorized by the Director of Human Resources, Human Resource Manager or the Superintendent. Administrators and the HR Department are the only ResponsiveEd employees allowed to make copies of personnel records.

Personnel Data Changes

It is the responsibility of each employee to promptly notify ResponsiveEd of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishment, and other such status reports should be accurate and current at all times. Employees can update personal data in Skyward at any time. If any personal data has changed, notify the HR Department.

Public Information Act

Most ResponsiveEd records, including personnel records, are public information and must be released upon request, except for information designated by employees in writing on the "Public Access to Employer Information" form.

ResponsiveEd employees choose whether to allow public access to information relating to the employee's home address, home telephone number, social security number, or any other information that reveals whether the employee has family members. Employees shall state their choice to the HR Department in writing by completing the "Public Access to Employer Information" form. If an employee fails to state his or her choice, the information is available to the public. This form must be submitted at the beginning of employment.

COMPENSATION**Timekeeping**

All Employees

Altering, falsifying, or tampering with timesheets—or recording time on another employee's timesheet—may result in disciplinary action, up to and including termination of employment.

It is the employee's responsibility to sign his or her timesheet to certify the accuracy of all time recorded. The supervisor will review and then sign the time record before submitting it for payroll processing.

Non-exempt Employees

Accurately recording time worked is the responsibility of every non-exempt employee, (e.g., paraprofessionals, school secretaries, etc.). Any hours worked over 40 in one workweek is subject to overtime pay. Federal and state laws require ResponsiveEd to keep an accurate record of time worked to calculate employee pay and benefits. Time worked includes all actual time spent on the job performing assigned duties. Non-exempt employees must accurately record the exact time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons.

It is the non-exempt employee's responsibility to review their paycheck to see that they have been paid for the correct number of hours. If there is a discrepancy, it is the responsibility of the employee to report this to the Payroll Department.

Non-exempt employees working overtime without prior approval will be subject to disciplinary action.

Exempt Employees

Exempt employees should use the salary timesheet to document days not worked. Timesheets must be clearly marked as to any paid leave taken. Any days off without pay should also be clearly marked. These timesheets must be signed by the employee's supervisor.

Exempt employees who are required to maintain timesheets to track their time and effort under certain grant programs must accurately record the exact time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons.

Annualized Compensation

Ten-month instructional exempt employees will be paid over 12 months in equal bi-weekly payments, from the start of the fall through the end of the summer pay schedule. Any employee in this category will be paid through the end of the summer pay schedule regardless of the start date

within the academic year. **Non-exempt employees will be paid as they work, i.e., pay for nonexempt employees is not annualized.**

Paydays

All employees will be paid twice a month on the 10th and 25th of each month. If a payday falls on a weekend, everyone will be paid on the preceding Friday. If a payday falls on a holiday, everyone will be paid on the preceding day. Any questions or concerns about pay should be addressed with the Payroll Department.

Payroll Deductions

All Employees

Automatic payroll deductions for the Arkansas Teachers Retirement System (ATRS), Social Security and Federal Income Tax are required for all full-time and part-time employees. Medicare tax deductions are required for all employees. Employees who are not eligible or performing job duties not eligible for ATRS membership must have their Social Security contributions deducted unless they are retired from ATRS. Other payroll deductions may be made for the employee's share of premiums for health, dental, life, and supplemental insurance.

Non-exempt Employees

In order for nonexempt employees to maintain their benefits over the summer break, payroll deductions will be made in advance to cover the employee's share of premiums during the summer break when the employee is not receiving a paycheck.

Exempt Employees

Deductions from an exempt employee's pay are permissible under the following circumstances:

- when an employee is absent from work for one or more full days for personal reasons other than sickness or disability;
- for absences of one or more full days due to sickness or disability in accordance with ResponsiveEd's bona fide plan, policy, or practice of providing compensation for salary lost due to illness;
- to offset amounts employees receive as jury or witness fees, or for temporary military duty pay;
- for penalties imposed in good faith for infractions of safety rules of major significance;

- for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions; or
- in the employee's initial or terminal week of employment if the employee does not work the full week.
- for unpaid leave taken by the employee under the federal Family and Medical Leave Act.

Deductions for partial day absences are generally impermissible, except those occurring in the first or final week of an exempt employee's employment or unpaid leave under the Family and Medical Leave Act.

What To Do If An Improper Deduction Occurs

If an employee believes that an improper deduction has been made to their paycheck, he or she should immediately report this information to the Payroll Department.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

Wage Offset or Deductions

ResponsiveEd has the right to deduct from the final paycheck for items that have not been returned to ResponsiveEd. ResponsiveEd has the right to offset wages for overpayment by withholding that amount from a payroll check or payments from other monies due an employee while employed, or at the time of their separation from ResponsiveEd.

Administrative Pay Corrections

ResponsiveEd takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in pay, the employee should promptly bring the discrepancy to the attention of the Payroll Department so that corrections can be made as quickly as possible.

Automatic Payroll Deposit

All employees must have their paychecks electronically deposited into a financial institution of their choice. If the employee's financial institution does not provide direct deposit, the employee's paycheck will be paid with a payroll debit card (payroll debit card). The payroll debit card will be paid for by ResponsiveEd with no out of pocket cost to the employee. A notification period of ten workdays is necessary to activate either of these services. Contact the Payroll Department for more information about automatic payroll deposit and payroll debit card.

Any employee not yet enrolled in direct deposit and have not set up their payroll debit card will receive pay via U.S. mail. If a paycheck is not received, employees should contact the Payroll Department. A replacement check will be processed after five business days from the pay date.

Overtime Compensation

ResponsiveEd compensates overtime for non-exempt employees in accordance with federal wage and hour laws. All employees are classified as exempt or non-exempt for purposes of overtime compensation. Only non-exempt employees are entitled to overtime compensation. Non-exempt employees are not authorized to work beyond their normal work schedule without advance approval from their supervisor.

Overtime is legally defined as all hours worked in excess of 40 hours in a workweek and is not measured by the day or by the employee's regular work schedule. Only non-exempt employees can earn overtime pay. Non-exempt employees do not earn overtime pay unless they work more than 40 hours that workweek. Employees who must work beyond their normal schedule but less than 40 hours per week will be paid as straight time. For the purpose of calculating overtime, a workweek begins 12:01 a.m. Monday and ends at midnight Sunday.

Exempt employees are excluded from specific provisions of federal and state wage and hour laws, are not entitled to overtime compensation, and may be appropriately required to work more than the anticipated work schedule without receiving additional remuneration.

Military Pay Differential

An employee on active military duty whose gross military pay (excluding pay while serving in a combat zone, hardship duty pay and family separation) is less than his/her gross ResponsiveEd pay is entitled to differential pay. Monthly weekend drills will not qualify for the military pay differential. The max amount of days for pay will be 15 days per calendar year.

403 (b) Plan

Arkansas does not require the 403 (b).

Withdrawal of ATRS Deposits

Employees who have ended employment and wish to withdraw their contributions from the Arkansas Teacher Retirement System. Employees must submit a completed refund application by contacting ATRS at 501-682-1517, 1-800-666-2877, or info@atrs.gov to request an application for refund of contributions.

Reports Concerning Court-Ordered Withholding

ResponsiveEd is required to report the termination of employees that are under court order or writ of withholding for child support or spousal maintenance to the court and the individual receiving the support (Arkansas Code Ann. §§ 9-14-222). Notice of the following must be sent to the court and support recipient:

- termination of employment;
- employee's last known address, phone number and
- name and address of the employee's new employer, if known.

BENEFITS

Health Insurance

Group health insurance coverage is available through ARBenefits, the statewide public school employee health insurance program. Employee contributions for an eligible Cafeteria 125 Plan benefit and may be deducted on a pre-tax basis. The Board of Trustees determines ResponsiveEd's contribution to employee insurance premiums annually. Employees eligible for health insurance coverage include:

- Employees who are full-time.
- Employees who have been told by their agency they will be covered.

Employees, who are regularly scheduled to work less than 10 hours per week, are not eligible to participate in ARBenefits. Detailed description of insurance coverage, premiums, and eligibility requirements are available for employees by visiting the website below.

The insurance plan year is January 1 through December 31. At the employee's discretion, health insurance may begin on the actively-at-work date or first of the month following the hire date. Current employees can submit changes to their coverage during the open-enrollment period in the month of December. For special enrollment qualifying events, please refer to the TRS ActiveCare enrollment guide. New employees must enroll within the first 30 days of employment. However, employees are strongly encouraged to complete their paperwork within the first five days of their actively-at-work date.

Detailed descriptions of plan options, benefits, prices, eligibility requirements, network providers, prescriptions drug services, and other information are available from the following:

- TRS website at www.trs.state.us/trs-activecare or by calling 1-866-355-5999

ResponsiveEd is committed to protecting the privacy and security of all private health information created or received in relation to employees and their families under the ResponsiveEd group health plan. A notice of privacy practices is available on the <http://portal.arbenefits.org/Pages/HIPPA.aspx> website.

Long Term Care Insurance

To inquire about long term care contract the ARBenefits at 1-877-815-1017.

Dental and Life Insurance

The Board of Trustees determines ResponsiveEd's contribution to employee insurance premiums annually. Currently, ResponsiveEd pays the premium for employee-only dental and life plans, therefore, ResponsiveEd provides all eligible employees with dental and life insurance at no cost to the employee. Employees have the option to add family coverage at their own expense. Additional group dental and life insurance coverage is available to full-time employees and part-time employees working a minimum of 20 hours every week, after the waiting period. The dental insurance is effective the 1st of the month, following 60 days from the employees hire date. The life insurance is effective on the 1st of the month following the employees hire date.

Supplemental Insurance Benefits

Employees may enroll in supplemental insurance programs such as life, disability, accidental, sickness, etc., at their expense. Premiums for these programs can be paid by payroll deduction.

Termination of Health and Supplemental Insurance Benefits

All insurance benefits (health insurance and supplemental insurance benefits) are terminated at the end of the month in which an employee resigns, retires, or is terminated, or for which premiums are not paid by the end of the month. However, if an exempt campus employee works through the end of the school year, then insurance benefits are terminated at the end of the month in which the employees receives their last paycheck.

Workers' Compensation Insurance

ResponsiveEd provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, immediately if the employee is hospitalized.

Employees who sustain work-related injuries or illness should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported

immediately. A written report should be completed and sent to Benefits@Responsiveed.com within 24 hours of the incident. Employees must be seen by a physician or facility in the PPO network unless treatment is an emergency. If employees have any questions regarding workers' compensation insurance program they should contact the HR Benefit Department.

Additional Benefits

ResponsiveEd offers additional benefits for eligible full-time employees with children. If an employee has a child who turns five after the September 1st school cutoff, the child can still attend one of our schools if the child's birthday falls between September 1st and October 15th. In addition, there is no charge to eligible full-time employees for afterschool care for their children if it is available at the student's campus.

LEAVE

Leave of Absence Overview

ResponsiveEd recognizes that **employees** may need to request a Leave of Absence (LOA). It is the responsibility of both the employee and their supervisor to inform the Benefits Department of the need for a leave of absence. **Employees** also need to notify the Benefits Department if they are hospitalized for any duration.

Types of leaves available to eligible **Employees** include:

- Personal Leave
- Secretary Leave
- Family and Medical Leave (FML)
- Medical Leave of Absence
- Military Leave
- Unique Circumstances Leave

Employees who have personal needs that will require long leaves of absence should contact the Benefits Department for counseling about leave options, a continuation of benefits, and communicating with ResponsiveEd.

Requests for leaves of absence will be considered under the guidelines for each type of leave, any applicable laws, and/or business need. Details concerning the specific types of leave and request forms are available from the Benefits Department.

ResponsiveEd does not accept any leave accrued by an employee at other school districts.

Leave shall be recorded as follows:

All leave shall be recorded in half-day increments for exempt employees unless otherwise noted below. Specifically, employees who do not work at all on a given day must record 8 hours of leave for the day on their timesheet. Employees who work between 0 and 4 hours on a given day must record 4 hours of leave for the day on their timesheets. Finally, employees who work more than 4 hours on a given day are not required to record any leave for the day on their timesheets.

- Non-Exempt employees shall record any accrued leave in the increments it is taken.
- If the employee is taking intermittent FMLA, leave shall be recorded in one-hour increments.
- If the employee chooses to offset leave against workers' compensation benefits, leave shall be recorded in the amount used.

Employees must follow ResponsiveEd procedures to report or request any leave of absence and complete the appropriate leave request form. Any employee who is absent more than three days because of a personal family illness may be asked to submit a medical certification from a qualified health care provider confirming the specific dates of the illness, the reason for the illness, and in the case of personal illness-the employee's fitness to return to work.

Personal Leave

Full-Time Non-exempt Employees

ResponsiveEd provides full-time nonexempt employees with one day of paid personal leave per semester. Non-exempt employees are hourly employees. The first day of personal leave is available for use on September 1 and a second day is available for use on January 4 of every year, i.e., it does not accrue over time. If, however, employment is terminated before the conclusion of a semester in which personal leave is taken, the unearned personal leave will be deducted from the employee's final paycheck. **Personal leave provided under this provision may be used only during scheduled school breaks with the approval of the campus director.** Unused personal leave days do not accumulate and will be "paid out" at the end of the school year.

Campus Directors

ResponsiveEd provides full-time Campus Directors with 15 days of paid personal leave per year. Personal leave accrues up to a maximum of 15 days based off the hire date. Personal leave provided under this provision may be used only under the following conditions:

- it must be used only during the summer school break with the approval of the Regional Director;
- it must not be used during required summer training or within one week of the opening or closing of school;
- is not to be used when the Secretary is on leave; and
- it must be coordinated with family and medical leave taken on an intermittent or reduced-schedule basis or when coordinated with workers' compensation benefits.

Campus Directors with over 15 days of personal leave accrued as of the last pay period in June, annually, will receive a one-time pay out of their personal leave in excess of 15 days in their next regularly scheduled paycheck.

Secretary Leave (Holiday and Vacation)

ResponsiveEd has revised the leave policy for all full-time, 12-month secretaries starting September 1, 2016. Secretaries will receive 22 paid holidays per year to be used during the school year. Holiday schedules may vary by school.

In addition to the paid time off for holidays, secretaries will receive vacation leave based off their years of service. Vacation Leave provided under this provision may be used only under the following conditions:

- it must be used only during scheduled school breaks with the approval of the Campus Director;
- it must not be used during required summer training or within one week of the opening or closing of school;
- it must not be used during the summer break when the Campus Director is on leave; and
- it must be coordinated with family and medical leave taken on an intermittent or reduced-schedule basis or when coordinated with workers' compensation benefits.

ResponsiveEd recognizes the importance for employees to have the opportunity for leisure time and ability to attend non-work matters. All vacation time must be approved by the Campus Director.

Vacation hours are accrued as follows:

- Less than 5 years of service: accrued up to (40 hours per year).
- More than 5 years of service accrued up to (80 hours per year).
- More than 10 years of service accrued up to (120 hours per year).

Secretaries with over 18 days of leave accrued as of June 30, annually, will receive a one-time pay out of their leave in excess of 18 days in their next regularly scheduled paycheck.

Sick Leave

Full-Time employees who start on or before September 1 will be advanced five days of paid sick leave per year. Full-time employees who start after September 1 will be advanced sick leave on a prorated amount based off their start date. Paid sick leave for the current year will be available for use September 1 and renewed each September 1 every school year. ResponsiveEd will not approve paid leave for more workdays than have been accumulated in prior years plus those to be earned during the current year. Employees who use more sick leave than they have earned will have the cost of unearned sick leave deducted from their next paycheck. Sick leave is coordinated with family and medical leave taken on an intermittent or reduced-schedule basis or when coordinated with workers' compensation benefits. Sick leave must be used for personal or family illness. Unused sick leave will be carried over each year. If you do not remain with ResponsiveEd for the next school year. Then the sick leave policy changes to use or lose.

In an effort to encourage attendance and punctuality, ResponsiveEd provides employees with the option of redeeming unused sick leave at a rate of \$75 a day. This option does not apply to sick leave earned the preceding year of each new school year. Employees must notify the Payroll Department in writing of their desire to redeem unused sick leave during the first full week of September annually. If any employee leaves prior to the redemption period, they are not eligible to redeem unused sick days. In addition, if any employee chooses not to redeem any unused sick leave and continues employment with ResponsiveEd then those days will carry over to the next school year.

Family and Medical Leave

ResponsiveEd follows the provisions outlined in the Federal Family and Medical Leave Act (FMLA). In order to be eligible for FMLA leave, the **employee** must have been employed with ResponsiveEd for at least 12 months and have worked at least 1,250 hours during the past 12 months.

FMLA eligible **employees** can use a total of up to 12 workweeks of unpaid leave during any rolling 12-month period, measured from the date the leave is first taken, for the following reasons:

- Your own serious health condition;
- The birth of a child, or placement of a child with you for adoption or foster care;
- Because you are needed to care for a spouse, son, daughter or parent who has a serious health condition;
- Because of a qualifying exigency arising out of the fact that your spouse, son, daughter or parent is on active duty status in support of a contingency operation as a member of the National Guard or Reserves;
- Or, you are the spouse, son, daughter, parent or next of kin of a covered service member with a serious injury or illness. An eligible team member shall be entitled to a total of 26 workweeks of unpaid leave during a 12-month period to care for the service member, measured from the date the leave is first taken.

Employees are required to use any available sick, vacation or personal time off concurrently with an approved FMLA leave. Family and Medical Leave runs concurrently with accrued sick and personal leave, temporary disability leave, and absences due to a work-related illness or injury. ResponsiveEd will designate the leave as Family and Medical Leave, if applicable, and notify the **employee** that accumulated leave will run concurrently.

ResponsiveEd will continue health coverage. While on leave, the **employee** is responsible for mailing or delivering their payment for health insurance coverage to ResponsiveEd.

If an **employee** returns from FMLA leave within the 12-workweek period, they will be restored to their former position or to an "equivalent" position with equivalent benefits, pay and other terms and conditions of employment. ResponsiveEd will consider an **employee** to have voluntarily resigned if:

- They fail to return to work within the require time under the job abandonment policy;
- They fail to obtain a leave extension from the Benefits Department prior to expiration of approved leave; or
- They accept other employment during the leave, unless on a leave protected by the Uniformed Services Employment and Reemployment Rights Act (USERRA).

If the FMLA Leave of Absence is denied, the **employee** will be required to work his or her scheduled shift, unless leave time is requested and approved. All non-approved time missed from work will be managed under the Attendance and Punctuality policy.

MEDICAL LEAVE

Employees who have successfully completed 30 days of service with ResponsiveEd are eligible to request a Medical Leave of Absence for a medically verifiable illness, as defined as a serious health condition under FMLA for the Employee, Spouse, Children or Parents. A Medical Leave of Absence is a discretionary leave available to **employees** who are not eligible for Family and Medical Leave or have exhausted their Family and Medical Leave. This leave may be available for parental child bonding.

An **employee** who wishes to pursue a Medical Leave of Absence is required to contact the Benefits Department to request a leave packet and:

- Complete the Medical Leave Request and submit to the Benefits Departments within 5 days;
- Have their health care provider complete the Medical Certification and return to the Benefits Department within 5 business days; and
- Comply with any further requirements related to the leave as communicated by the Benefits Department.

A Medical Leave of Absence may be taken, if approved, for a continuous minimum of 5 days and a maximum of six weeks (30 workdays) during any rolling 12-month period. **Employees** requesting a Medical Leave of Absence must submit a Medical Leave of Absence Request and Medical Certification to the Benefits Department at least 30 days in advance for any leave that is foreseeable. If the **employee** cannot provide a 30-day notice, they are responsible for providing as much notice as possible.

While employee is on A Medical Leave of Absence, ResponsiveEd will continue health coverage. The **employee** is responsible for mailing or delivering payments for their benefits coverage to ResponsiveEd Benefits Department. **Employees** are required to use any available leave time concurrently with an approved Medical Leave.

ResponsiveEd will consider an **employee** on a Medical Leave of Absence to have voluntarily resigned if:

- The **employee** fails to return to work within the required time under the job abandonment policy.
- The **employee** accepts other employment during the leave.

If the Medical Leave of Absence is denied, the **employee** will be required to work his or her scheduled shift, unless paid leave is requested and approved. All non-approved time missed from work will be managed under the Attendance and Punctuality policy.

PERSONAL UNIQUE CIRCUMSTANCES LEAVE

Employees who have successfully completed 30 days of service with ResponsiveEd are eligible to request Personal Unique Circumstances Leave. Personal Unique Circumstance Leave is a discretionary leave that may be granted in the event of critical personal situation as defined below. Unique circumstance is defined below but not limited to:

- Victims of criminal acts (vandalism, robbery, burglary, domestic violence)
- Victims of natural disasters
- Victims of serious property damage

ResponsiveEd may grant a personal leave of absence for unique or extraordinary reasons that may not apply to the other types of leaves of absence if, as with all other types of leave of absences, the maximum amount of leave time has not been used.

Personal Unique Circumstances Leave may be taken, if approved, for a minimum of 5 days and a maximum of 30 days. The maximum amount of time that can be granted for Personal Unique Circumstances Leave is 30 days in any rolling 12-month period.

The **employee** will be required to complete the Personal Unique Circumstances Leave request and provide documentation supporting the situation. The supporting documentation is required to be submitted to the Benefits Department within 5 business days of request.

Employees are required to use any available paid leave concurrently with approved Personal Unique Circumstances Leave.

ResponsiveEd will consider an **employee** on Personal Unique Circumstances Leave of Absence to have voluntarily resigned if:

- The **employee** fails to return to work within the required time under the job abandonment policy.
- The **employee** accepts other employment during the leave.

If the Personal Unique Circumstance Leave is denied, the **employee** will be required to work his or her scheduled shift, unless paid leave is requested and approved. All non-approved time missed will be managed under the Attendance and Punctuality policy.

MILITARY LEAVE

ResponsiveEd provides Military Leave for Active Military or Reserve duty. If an **employee** is called or volunteers for Active Military duty, the Reserves, or the National Guard, contact the Benefits Department to obtain the appropriate paperwork to request leave. Employees should request time off from their supervisor to fulfill military obligations as soon as notification is received.

Advance notice is required so that the necessary time off can be scheduled to provide the least disruption to the normal work schedule. Employee will receive 15 days per school year annually. After exhausting those 15 days of paid leave, eligible employees are entitled to unpaid extended military leave. Supporting documentation will be required.

If an employee is on Military Leave from ResponsiveEd, they may elect to continue their benefits coverage as provided for in the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). While on Military Leave, the employee is responsible for mailing or delivering payment for health insurance coverage to ResponsiveEd.

ResponsiveEd strives to comply with all applicable Federal and state laws in determining eligibility for reinstatement from Military Leave. For further explanation of the effects, Military Leave can have on employment and benefits, contact the Benefits Department.

LEAVE OF ABSENCE GENERAL INFORMATION

Employees on an approved leave of absence are still considered employees by ResponsiveEd. However, building, and systems access are deactivated during the leave as indicated by the physician statement.

Employees on an approved leave of absence will not receive paid holiday time nor continue to accrue paid leave while out on an approved leave of absence.

10 month salary campus staff: ResponsiveEd will adjust your annual salary in some instances based on days worked for the school year and will be explained to you upon return from leave by the Benefits Department.

COMPASSION LEAVE BANK PROGRAM

ResponsiveEd has established a Compassion Leave Bank program to benefit employees for certain personal circumstances.

The program is a bank of sick days contributed by employees to be used by members of the bank who suffer a qualifying catastrophic/chronic health condition that extends beyond their own accumulated vacation, personal and sick days.

Only employees who are members of the Compassion Leave Bank will be allowed to use the bank for regularly scheduled workdays for a qualifying catastrophic/chronic physical or mental health condition.

Employee Eligibility and Enrollment

All ResponsiveEd employees who qualify for sick leave benefits are automatically eligible to become members of the Compassion Leave Bank. Enrollment in the Compassion Leave Bank is voluntary and automatically renews annually.

Participants in the Compassion Leave Bank will donate at least one accrued sick or personal day per year to the bank.

Current employees can enroll in the Compassion Leave Bank membership during the annual benefits enrollment period.

- Employees can elect to continue participation or can elect “no coverage” during this time.
- Effective date of the election is September 1 of the new benefits plan year.
- Participation will be in effect for the benefits plan year, which is from January 1 through December 31.
- Employees electing “no coverage” will be waived and are not eligible for membership at any other time during the school year.
- Employees not electing to continue participation in the Compassion Leave Bank (electing “no coverage” during benefits enrollment) will forfeit any days donated to the Compassion Leave Bank.

New hires or newly eligible employees may enroll in the Compassion Leave Bank when they enroll in their benefits program. Employees must enroll within 31 days of their hire date. The effective day of the Compassion Leave Bank membership will be the first of month following the hire date.

Following enrollment of a current employee or a new employee, there will be a 90-day waiting period before a Compassion Leave Bank application can be made. After the 90-day waiting period has been satisfied, a Compassion Leave Bank application can be submitted by the employee and a determination made by the Director of Benefits or VP of Human Resources.

Use of the Compassion Leave Bank

Members must be on an approved Family Medical Leave (FML) or Medical Leave of Absence for more than 10 consecutive working days and have used all their available sick days and annual personal days before applying for Compassion Leave Bank days.

If an applicant’s incapacity is of such a nature that he or she cannot personally apply for Compassion Leave Bank days, the application may be submitted on his or her behalf by an authorized agent or member of the Compassion Leave Bank member’s family.

All leave drawn from the Compassion Leave Bank by a member must be used for:

- Member's personal illness, accident or injury
- Disabilities resulting from pregnancy or childbirth as specified by the member's physician
- May only be used during the employee's regularly scheduled workdays
- May only use leave from the Bank in increments of no less than one-half day

The Compassion Leave Bank may **Not** be used for:

- Childcare
- Cosmetic surgery that is not necessitated by illness, accident or injury
- If receiving Workers' Compensation payments
- If receiving disability payments

A Compassion Leave Bank member may initiate a request for benefits at any time provided they have exhausted all available paid time and they are on approved FML or medical leave of absence.

The employee will need to submit:

- An application for the Compassion Leave Bank benefits with a certification from the employee's treating physician.
- Request must be made within 31- business days from the date the employee goes from a paid to an unpaid leave of absence status.
- If request is received after the 31- business day period, the effective date of the Compassion Leave Bank will be when the application was received. There will be no retro-effective date for applications received after the 31- business day period.
 - All forms must be completed in their entirety. If any of the forms are incomplete, all forms will be returned to the applicant unprocessed.
 - Any applications submitted that do not meet the definition of catastrophic/chronic physical or mental health condition as defined in this policy will be denied.
 - Medical information, including days granted and other correspondence, will be kept confidential unless the law requires its release.

A maximum of 30 days may be withdrawn by a member of the Compassion Leave Bank during any 12-month period measured from the day the member first uses the bank. The maximum number of days a member may use benefits from the bank is 60 during a five-year period following the member's first use of the bank. The maximum 60-day benefit will be restored in the event the member does not use benefits from the bank for a five-year period following the member's last draw from the bank.

A member may be required to recontribute leave if there is a finding of abuse. Use of bank benefits by any member who is thereafter compensated by any third party shall constitute an obligation for which the Bank has a right of reimbursement from the compensated member in a dollar amount equal to the leave used for replenishment of the Bank. This right of reimbursement shall survive any termination of the member's employment with the company. If a reimbursement contribution is required during a member's use of the bank's pool, the contribution will be deducted from the member's bank pool benefit.

Approval Process

The Leave of Absence Administrator will notify the member via the notification method selected by the employee of the approval or denial of the application and, if approved, the number of Compassion Leave Bank days approved.

The Leave of Absence Administrator will maintain records regarding the approval or denial of Compassion Leave Bank applications. The Leave of Absence Administrator will be responsible for notifying the employee and payroll of the approval, the number of compassion leave days approved, and the commencement of those days.

Employees receiving Compassion Leave Bank days will not have benefit premiums deducted from the Compassion Leave Bank payments and should therefore, mail or deliver their payment for these benefits to ResponsiveEd.

Loss of Compassion Leave Benefits

A member loses the right to use Compassion Leave Bank benefits due to:

- Termination of employment with ResponsiveEd.
- Suspension without pay (no Compassion Leave Bank benefits during the period of suspension).
- Any abuse or misuse of the rules of the Compassion Leave Bank as determined by the leave administrator, and if determined, the employee will be required to reimburse ResponsiveEd for incurred costs.

- Failing to apply for disability or medical retirement when a physician has determined that the member will not likely return to work and will qualify for retirement.
- Failing to report immediately any job held for which the employee received remuneration during the period he or she was on Compassion Leave Bank days.

Unlawful Acts by Employers

The FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right protected under the FMLA; discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State Law prohibiting discrimination, or supersede any state or local law, which provides greater family or medical leave rights.

Bereavement Leave

ResponsiveEd provides full-time employees three days of paid time off for each loss of an immediate family member. The following is a list of family members: spouse, parents, children, siblings, spouse's siblings, grandparents, grandchildren, father-in-law, mother-in-law, daughter-in-law, and son-in-law. Stepfamily and adopted family members will follow the same list. Upon returning to work, provide a copy of the death announcement or funeral service program showing the relationship to the deceased. If the obituary or program from the service does not list, the employee's relationship to the deceased then other documents can be used to trace the relationship.

Jury Duty and Time Off to Vote

ResponsiveEd encourages employees to fulfill their civic responsibilities by participating in jury duty and elections. Employees should request time off to vote and to answer a jury summons. Employees who are called to serve on jury duty or serve as a witness in answer to a subpoena or other court order (unless the proceeding involves a personal or family matter), will be provided unpaid time off. This time off will not be charged against the employees leave time.

Other Court Appearances

Absences for court appearances related to an employee's personal business must be taken as personal leave or leave without pay (if no personal leave is available). Employees may be required to submit documentation of their need for leave for court appearances.

Absent Without Pay

An employee absent from work must use available paid leave benefits before the employee may be absent without pay.

Fraudulent Use of Leave

Employees who attempt to use leave days fraudulently for unauthorized purposes may be subject to disciplinary action, up to and including termination of employment.

EMPLOYEE CONDUCT AND WELFARE

Standards of Conduct

All employees are expected to work together in a cooperative spirit to serve the best interests of the school and to be courteous to students, one another, and the public. Employees are expected to observe the following standards of conduct:

- Recognize and respect the rights and property of students, parents, other employees, and members of the community.
- Maintain confidentiality in all matters relating to students and coworkers.
- Report to work according to the assigned schedule.
- Notify their immediate supervisor in advance or as early as possible in the event that they must be absent or late. Unauthorized absences, chronic absenteeism, tardiness, and failure to follow procedures for reporting an absence may be cause for disciplinary action.
- Know and comply with school procedures and policies. It is the employees' responsibility to know and understand the policy and procedures of that location.
- Express concerns, complaints, or criticism through appropriate channels.
- Observe all safety rules and regulations and report injuries or unsafe conditions to a supervisor immediately.
- Use ResponsiveEd time, funds, and property for authorized school business and activities only.

All ResponsiveEd employees should perform their duties in accordance with state and federal law, school policies and procedures, and ethical standards. Violation of policies, regulations, or guidelines may result in disciplinary action, including termination. Alleged incidents of certain

misconducts by educators, including having a criminal record, must be reported to the Arkansas Department of Education.

All employees must follow the “Code of Ethics and Standard Practices for Arkansas Educators,” which is reprinted below:

Code of Ethics for Arkansas Educators and Standard of Conduct

Statement of Purpose

The educator shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community and shall safeguard academic freedom. The educator, in maintaining the dignity of the profession, shall respect and obey the law, demonstrate personal integrity, and exemplify honesty. The educator, in exemplifying ethical relations with colleagues, shall extend just and equitable treatment to all members of the profession. The educator, in accepting a position of public trust, shall measure success by the progress of each student toward realization of his or her potential as an effective citizen. The educator, in fulfilling responsibilities in the community, shall cooperate with parents and others to improve the public schools of the community.

Code of Ethics for Arkansas Educators

- Standard 1: An educator maintains a professional relationship with each student, both in and outside the classroom.
- Standard 2: An educator maintains competence regarding skills, knowledge, and dispositions relating to his or her organizational position, subject matter, and/or pedagogical practice.
- Standard 3: An educator honestly fulfills reporting obligations associated with professional practices.
- Standard 4: An educator entrusted with public funds and property, including school sponsored activity funds, honors that trust with honest, responsible stewardship.
- Standard 5: An educator maintains integrity regarding the acceptance of any gratuity, gift, compensation, or favor that might impair or appear to influence professional decisions or actions and shall refrain from using the educator’s position for personal gain.
- Standard 6: An educator keeps in confidence information about students and colleagues obtained in the course of professional service, including secure standardized test materials and results, unless disclosure serves a professional purpose or is allowed by law.

- Standard 7: An educator refrains from using, possessing and/or being under the influence of alcohol, tobacco, or unauthorized drugs or substances while on school premises or at school-sponsored activities involving students.

Professional Ethical Conduct, Practices, and Performance

- The educator shall not intentionally, knowingly, or recklessly engage in deceptive practices regarding official policies of [ResponsiveEd], educational institution, educator preparation program, the Arkansas Education Agency, or the State Board of Educator Certification (SBEC) and its certification process.
- The educator shall not knowingly misappropriate, divert, or use monies, personnel, property, or equipment committed to his or her charge for personal gain or advantage.
- The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.
- The educator shall not use institutional or professional privileges for personal or partisan advantage.
- The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents of students, or other persons or organizations in recognition or appreciation of service.
- The educator shall not falsify records, or direct or coerce others to do so.
- The educator shall comply with state regulations, ResponsiveEd policies, and state and federal laws.
- The educator shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.
- The educator shall not make threats of violence against school employees, school board members, students, or parents of students.
- The educator shall be of good moral character and be worthy to instruct or supervise the youth of this state.
- The educator shall not intentionally or knowingly misrepresent his or her employment history, criminal history, and/or disciplinary record when applying for subsequent employment.

- The educator shall refrain from the illegal use or distribution of controlled substances and/or abuse of prescription drugs and toxic inhalants.
- The educator shall not consume alcoholic beverages on school property or during school activities when students are present.

Ethical Conduct toward Professional Colleagues

- The educator shall not reveal confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.
- The educator shall not harm others by knowingly making false statements about a colleague or the school.
- The educator shall adhere to ResponsiveEd policies and state and federal laws regarding the hiring, evaluation, and dismissal of personnel.
- The educator shall not interfere with a colleague's exercise of political, professional, or citizenship rights and responsibilities.
- The educator shall not discriminate against or coerce a colleague on the basis of race, color, religion, sex, national origin, age, disability, genetic information, military status, or any other characteristic protected by law.
- The educator shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.
- The educator shall not retaliate against any individual who has filed a complaint with the SBEC or who provides information for a disciplinary investigation or proceeding under this Handbook.

Ethical Conduct toward Students

- The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.
- The educator shall not intentionally, knowingly, or recklessly treat a student or minor in a manner that adversely affects or endangers the learning, physical health, mental health, or safety of the student or minor.
- The educator shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.

- The educator shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, gender, disability, national origin, religion, family status, or sexual orientation.
- The educator shall not intentionally, knowingly, or recklessly engage in physical mistreatment, neglect, or abuse of a student or minor.
- The educator shall not solicit or engage in sexual conduct or a romantic relationship with a student or minor.
- The educator shall not furnish alcohol or illegal/unauthorized drugs to any person under 21 years of age.
- The educator shall maintain appropriate professional educator-student relationships and boundaries based on a reasonably prudent educator standard.
- The educator shall refrain from inappropriate communication with a student or minor, including, but not limited to, electronic communication such as cell phone, text messaging, email, instant messaging, blogging, or other social network communication. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:
 1. the nature, purpose, timing, and amount of the communication;
 2. the subject matter of the communication;
 3. whether the communication was made openly or the educator attempted to conceal the communication;
 4. whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
 5. whether the communication was sexually explicit; and
 6. whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the educator or the student.

Zero Tolerance for Cheating on State Assessments

ResponsiveEd adheres to a “Zero Tolerance” policy regarding cheating in the administration of state student assessments. Any employee found to have engaged in such behavior will be subject to immediate termination of employment.

Corrective Discipline

The purpose of this policy is to state the position of ResponsiveEd on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

ResponsiveEd's best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Discipline may call for any one or more of the following actions: informal counseling, verbal warning, written warning, performance plan, suspension with or without pay, or termination of employment, depending on the severity of the problem and the number of occurrences.

While it is impossible to list every type of behavior that may be deemed a serious offense, the following are examples of unsatisfactory conduct that will trigger corrective discipline and, depending on the severity or frequency of the offense, may result in suspension or termination of employment:

- falsification of timekeeping records,
- working under the influence of alcohol or illegal drugs,
- fighting or threatening violence in the workplace,
- insubordination or other disrespectful conduct,
- violation of safety or health rules,
- sexual or other unlawful or unwelcome harassment,
- cheating on state student assessments,
- unauthorized absence from workstation during the workday, and/or
- unsatisfactory performance or conduct.

Safety

ResponsiveEd has developed and promotes a comprehensive program to ensure the safety of its employees, students, and visitors. The safety program includes guidelines and procedures for responding to emergencies and activities to help reduce the frequency of accidents and injuries. To

prevent or minimize injuries to employees, coworkers, and students and to protect and conserve ResponsiveEd equipment, employees must comply with the following requirements:

- observe all safety rules,
- keep work areas clean and orderly at all times,
- immediately report all accidents to their supervisor, and
- operate only equipment or machines for which they have training and authorization.

Employees with questions or concerns relating to safety programs and issues can contact the Risk Management Department.

Workplace Violence Prevention

ResponsiveEd is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, ResponsiveEd has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other hazardous devices or substances are prohibited from the premises of ResponsiveEd without proper authorization from the Chief Executive Officer.

Conduct that threatens, intimidates, or coerces another employee, a student, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's race, color, religion, sex, national origin, age, disability, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to the Campus Director or any other appropriate ResponsiveEd official. This includes threats by employees, as well as threats by students, vendors, solicitors, or other members of the public. When reporting a threat of violence, employees should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to the Campus Director. Employees should not place themselves in peril. Employees should not try to intercede or see what is happening if they see or hear a commotion or disturbance near their workstation.

ResponsiveEd will promptly and thoroughly investigate all reports of threats of (or actual) violence and suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. To maintain workplace safety and the integrity of its investigation, ResponsiveEd may suspend employees, either with or without pay, pending investigation.

Anyone determined to handle threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment. ResponsiveEd encourages employees to bring their disputes or differences with other employees to the attention of their Campus Director/Supervisor before the situation escalates into potential violence. ResponsiveEd is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

Visitors in the Workplace

Visitors are welcome and expected to enter the facility through the main entrance and sign in at the office or front desk. No visitors will be allowed in any part of the building without first obtaining approval from the school office. The school will take the following actions when there is a visitor at the school:

- The visitor must first report to the school office or front desk, and will be required to furnish a U.S. federal or state-issued photo ID.
- The visitor's information will be stored in an electronic database to document visitors to the school. Information stored in the electronic database may be used only for the purpose of school security, and may not be sold or otherwise disseminated to a third party for any purpose.
- The school will verify whether the visitor is not on the sex offender registry with the computerized central database maintained by the Department of Public Safety or any other database accessible by the school. Visitors identified as sex offenders shall be escorted by school staff at all times during a school visit.
- A visitor badge will be issued to the visitor and displayed conspicuously during the visit.

Visits to individual classrooms during instructional time are permitted only with approval of the Campus Director and teacher, and such visits are not permitted if their duration or frequency interferes with the delivery of instruction or disrupts the normal school environment. Employees who observe an unauthorized individual on school premises should immediately direct them to the building office or front desk.

Alcohol- and Drug-Abuse Prevention

It is the desire of ResponsiveEd to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

No alcohol, tobacco, firearms, illegal knife, club, or prohibited weapon as defined by the Arkansas

Penal Code may be used, possessed, or distributed in any form at or in any facility or lands owned or controlled by ResponsiveEd, or at any school-related or sponsored activity, regardless of the location. This policy applies to all employees, volunteers, students, and other persons at all times. Violation of this policy by an employee shall be grounds for immediate termination of employment.

Volunteers violating this policy will not be eligible to serve as volunteers. Students subject to the Student Code of Conduct shall be referred for discipline in accordance with the Student Code of Conduct. All other persons shall be referred by the Campus Director to local law enforcement for appropriate action.

The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner, that does not endanger other individuals in the workplace.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify ResponsiveEd of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their Campus Director without fear of reprisal.

Tobacco Use

The State Law prohibits smoking or using tobacco products, including smokeless tobacco, pipe tobacco, snuff, dip, electronic cigarettes, cigars, or other vapor devices, on all ResponsiveEd property—leased or owned—and at school-related or school-sanctioned activities, on or off campus. This includes all buildings, playground areas, parking facilities, and facilities used for athletics and other activities. Drivers of ResponsiveEd vehicles are prohibited from smoking or using tobacco products while inside the vehicle.

Possession of Firearms and Weapons

Employees, visitors, students, and those with a license to carry a weapon are prohibited from bringing firearms, knives, clubs or other prohibited weapons onto school premises (i.e., building or portion of a building) or any grounds or building where a school-sponsored activity takes place. To ensure the safety of all persons, employees who observe or suspect a violation of the ResponsiveEd's weapons policy should report it to their supervisor or contact the HR Department.

Employee Arrests and Convictions

An employee must notify the HR Department within three business days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of any felony, any offense involving moral turpitude, and any of the other offenses listed below:

- crimes involving ResponsiveEd property or funds,
- crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator,
- crimes that occur wholly or in part on ResponsiveEd property or at a school-sponsored activity,
- crimes listed in Section 6-17-410(c) of the Arkansas Code, or
- crimes involving moral turpitude.

Moral turpitude includes, but is not limited to, the following: dishonesty; fraud; deceit; theft; misrepresentation; deliberate violence; base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor; drug or alcohol related felony offenses, and acts constituting abuse or neglect under state law.

Corporal Punishment

No employee or agent of ResponsiveEd shall inflict corporal punishment upon a student in an effort to reform unacceptable conduct or as a consequence for unacceptable conduct.

Discrimination, Harassment, and Retaliation

Employees shall not engage in harassment, including sexual harassment, of other employees or students. While acting in the course of their employment, employees shall not engage in harassment of other persons, including, but not limited to, board members, vendors, contractors, volunteers, or parents. A substantiated charge of harassment will result in disciplinary action.

Statement of Nondiscrimination

ResponsiveEd prohibits discrimination, including harassment, against any employee on the basis of race, color, religion, sex, national origin, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of ResponsiveEd policy.

Discrimination against an employee is defined as conduct directed at an employee on the basis of race, color, religion, sex, national origin, age, disability, or any other basis prohibited by law, that adversely affects the employee's employment.

Harassment

Harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee's race, color, religion, sex, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

- has the purpose or effect of unreasonably interfering with the employee's work performance;
- creates an intimidating, threatening, hostile, or offensive work environment; or
- otherwise adversely affects the employee's performance, environment or employment opportunities.

Sexual Harassment

Sexual harassment is a form of sex discrimination defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

- submission to the conduct is either explicitly or implicitly a condition of an employee's employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or
- the conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee's work performance or creates an intimidating, threatening, hostile, or offensive work environment.

Retaliation

ResponsiveEd prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation.

An employee who intentionally makes a false claim, offers false statements, or refuses to cooperate with a ResponsiveEd investigation regarding harassment or discrimination is subject to appropriate discipline.

Reporting Procedures

An employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to the Campus Director.

Alternatively, the employee may report the alleged acts to one of the ResponsiveEd officials below:

- Reports of discrimination based on sex, including sexual harassment, may be directed to the Title IX Coordinator, the Director of Human Resources.
- Reports of discrimination based on disability may be directed to the ADA/Section 504 Coordinator, the Director of Human Resources.
- Reports of discrimination based on all other antidiscrimination laws may be directed to the Director of Human Resources.

Alternative Reporting Procedures

An employee shall not be required to report prohibited conduct to the person alleged to have committed it. Reports concerning prohibited conduct, including reports against the Title IX Coordinator or ADA/Section 504 Coordinator, may be directed to the Chief Executive Officer.

A report against the Chief Executive Officer may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

Timely Reporting

Reports of prohibited conduct should be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to promptly report may impair the ResponsiveEd's ability to investigate and address the prohibited conduct.

Investigation of the Report

ResponsiveEd may request, but shall not insist upon, a written report. If a report is made orally, the ResponsiveEd official shall reduce the report to written form.

Upon receipt or notice of a report, the ResponsiveEd official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the ResponsiveEd official shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.

If appropriate, ResponsiveEd shall promptly take interim action calculated to prevent prohibited conduct during an investigation.

The investigation may be conducted by a ResponsiveEd official, such as the Title IX or ADA/Section 504 Coordinator, or by a third party designated by ResponsiveEd, such as an attorney. When appropriate, the Campus Director shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within ten business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall be filed with the ResponsiveEd official overseeing the investigation.

Action

If the results of an investigation indicate that prohibited conduct occurred, ResponsiveEd shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

ResponsiveEd may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

Confidentiality

To the greatest extent possible, ResponsiveEd shall respect the privacy of the complainant, the person(s) against whom a report is filed, and witnesses. Limited disclosures may be necessary to conduct a thorough investigation and comply with applicable law

Appeal

A complainant who is dissatisfied with the outcome of the investigation may appeal the decision in accordance with the employee grievance procedure (see "Complaints and Grievances").

The complainant may have a right to file a complaint with appropriate state or federal agencies.

Records Retention

Copies of reports alleging prohibited conduct, investigation reports, and related records shall be maintained by ResponsiveEd for a period required by federal and state law.

Discrimination, Harassment, and Retaliation of Students

Statement of Nondiscrimination

Sexual and other harassment of students by employees are forms of discrimination and are prohibited by law. Romantic or inappropriate social relationships between students and ResponsiveEd employees are prohibited. Employees who suspect a student may have experienced

harassment are obligated to report their concerns to the Campus Director or other appropriate ResponsiveEd officials. All allegations of harassment or abuse of a student will be reported to the student's parents and promptly investigated. An employee who knows of or suspects child abuse must also report his or her knowledge or suspicion to the appropriate authorities, as required by law (see "Reporting Suspected Child Abuse").

ResponsiveEd prohibits discrimination, including harassment, against any student on the basis of race, color, religion, sex, national origin, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of ResponsiveEd policy.

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, sex, national origin, disability, or on any other basis prohibited by law, that adversely affects the student.

Harassment

Any ResponsiveEd employee who receives notice that a student has or may have experienced prohibited harassment is required to report the alleged acts immediately to the Campus Director or Supervisor. If the Campus Director is the subject of a complaint, the employee shall report the complaint directly to the Regional Director. Reports should be made as soon as possible.

Harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student's race, color, religion, sex, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

- affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
- has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
- otherwise adversely affects the student's educational opportunities.

Harassment includes dating violence as defined by this policy.

Any ResponsiveEd employee who receives notice that a student has or may have experienced prohibited harassment is required to report the alleged acts immediately to the Campus Director. If the Campus Director is the subject of a complaint, the employee shall report the complaint directly to the Regional Director or Vice President of Academic Services. Reports should be made as soon as possible.

Sexual Harassment by an Employee

Sexual harassment of a student by a ResponsiveEd employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

- A ResponsiveEd employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
- The conduct is so severe, persistent, or pervasive that it:
 1. affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
 2. creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or inappropriate social relationships between students and ResponsiveEd employees are prohibited.

Any sexual relationship between a student and a ResponsiveEd employee is always prohibited, even if consensual.

Sexual Harassment by Others

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

- affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
- has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
- otherwise adversely affects the student's educational opportunities.

Dating Violence

Dating violence occurs when one partner in a dating relationship, either past or current, intentionally uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other partner.

Examples of dating violence against a student may include physical or sexual assaults, name-calling, put-downs, threats to hurt the student or the student's family members or members of the

student's household, destroying property belonging to the student, threats to commit suicide or homicide if the student ends the relationship, attempts to isolate the student from friends and family, stalking, or encouraging others to engage in these behaviors.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

- affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
- has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
- otherwise adversely affects the student's educational opportunities.

Retaliation

ResponsiveEd prohibits retaliation against a student who makes a claim alleging to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation.

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a school investigation regarding harassment or discrimination is subject to appropriate discipline.

Reporting Procedures

Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher or Campus Director.

Alternatively, the student may report the alleged acts to one of the ResponsiveEd officials below:

- Reports of discrimination based on sex, including sexual harassment, may be directed to the Title IX Coordinator, National Director of Special Education.
- Reports of discrimination based on disability may be directed to the ADA/Section 504 Coordinator, National Director of Special Education.
- Reports of discrimination based on all other antidiscrimination laws may be directed to the National Director of Special Education.

Alternative Reporting Procedures

A student shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX Coordinator or ADA/Section 504 Coordinator, may be directed to the Chief Executive Officer.

A report against the Chief Executive Officer may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

Timely Reporting

Reports of prohibited conduct should be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to promptly report may impair ResponsiveEd's ability to investigate and address the prohibited conduct.

Notice of Report

Any ResponsiveEd employee who receives notice that a student has or may have experienced prohibited conduct shall immediately notify the appropriate ResponsiveEd official listed above and take any other steps required by this policy.

Notice to Parents

The ResponsiveEd official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a ResponsiveEd employee or another adult.

Investigation of the Report

ResponsiveEd may request, but shall not insist upon, a written report. If a report is made orally, the ResponsiveEd official shall reduce the report to written form.

Upon receipt or notice of a report, the ResponsiveEd official shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by this policy. If so, the ResponsiveEd official shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.

If appropriate, ResponsiveEd shall promptly take interim action calculated to prevent prohibited conduct during an investigation.

The investigation may be conducted by a ResponsiveEd official, such as the Title IX or ADA/Section 504 Coordinator, or by a third party designated by ResponsiveEd, such as an attorney. When appropriate, the Campus Director shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the

allegations. The investigation may also include analysis of other information or documents related to the allegations.

Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within ten business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall be filed with the ResponsiveEd official overseeing the investigation.

Action

If the results of an investigation indicate that prohibited conduct occurred, ResponsiveEd shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct. ResponsiveEd may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

Confidentiality

To the greatest extent possible, ResponsiveEd shall respect the privacy of the complainant, the person(s) against whom a report is filed, and witnesses. Limited disclosures may be necessary to conduct a thorough investigation and comply with applicable law.

Appeal

A student who is dissatisfied with the outcome of the investigation may appeal the decision in accordance with the school grievance procedure (see current Parent/Student Handbook, "Student or Parent Complaints and Concerns"). A student shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.

Bullying

ResponsiveEd prohibits bullying as defined by this policy. All employees are required to report student complaints of bullying to the Campus Director. Retaliation against anyone involved in the complaint process is a violation of ResponsiveEd policy.

Definition

Bullying is defined as overt, unwanted, repeated acts or gestures, including verbal or written communications or images transmitted in any manner (including digitally or electronically); physical acts committed; aggression; or any other behaviors committed by a student or group of students

against another student with the intent to harass, ridicule, humiliate, intimidate, or harm the targeted student, creating for the targeted student an objectively hostile school environment that:

- places the targeted student in reasonable fear of harm to his or her person or property;
- has a substantially detrimental effect on the targeted student's physical or mental health;
- has the effect of substantially interfering with the targeted student's academic performance;
or
- has the effect of substantially interfering with the targeted student's ability to participate in or benefit from the services, activities, or privileges provided by the school.

Examples

Bullying of a student may include, but is not limited to, hazing, threats, taunting, teasing, confinement, assault, demands for money, and destruction of property, theft of valued possessions, name-calling, rumor spreading, and ostracism.

Timely Reporting

Reports of bullying shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to promptly report may impair ResponsiveEd's ability to investigate and address the prohibited conduct.

Reporting Procedures

Any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher or the Campus Director. A report may be made orally or in writing.

Notice of Report

Any employee who receives notice that a student has or may have experienced bullying shall immediately notify the Campus Director.

Investigation of Report

If a report is made orally, the Campus Director or designee shall reduce the report to written form. The Campus Director or designee shall conduct an appropriate investigation based on the allegations in the report. The Campus Director or designee shall promptly take interim action calculated to prevent bullying during the course of an investigation, if appropriate.

Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within ten business days from the date of the report; however, the Campus Director or designee shall take additional time if necessary to complete a thorough investigation.

The Campus Director or designee shall prepare a written report of the investigation, including a determination of whether bullying occurred, and send a copy to the Chief Executive Officer or designee.

Action

If the results of an investigation indicate that bullying occurred, ResponsiveEd shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct in accordance with ResponsiveEd's Student Code of Conduct. ResponsiveEd may take action based on the results of an investigation, even if ResponsiveEd concludes that the conduct did not rise to the level of bullying under this policy.

Confidentiality

To the greatest extent possible, ResponsiveEd shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation.

Appeal

A student who is dissatisfied with the outcome of the investigation may appeal the decision in accordance with the school grievance procedure (see current Parent/Student Handbook, "Student or Parent Complaints and Concerns")

Reporting Suspected Child Abuse

Definition

Abuse is defined by the Arkansas Department of Human Services (Division of Children and Family Services) and it includes any sexual conduct involving an educator and a student or minor.

Reporting Procedures

All employees are required by state law to immediately report any suspected child abuse or neglect to a law enforcement agency, Arkansas Department of Human Services (Division of Children and Family Services) or appropriate state agency. If it is an emergency, employees are to call their local law enforcement agency first, then call the Arkansas Child Abuse Hotline (800)482-5964. Otherwise, reports are to be made using the Arkansas Child Abuse Hotline (800)482-5964.

An employee's failure to report a suspected child abuse may result in prosecution as a Class A misdemeanor. In addition, a certified employee's failure to report suspected child abuse may rest in disciplinary procedures by the Arkansas Department of Education for the "Code of Ethics and Standard Practices of Arkansas Educators".

In addition, employees who suspect that a student has been or may be abused or neglected should immediately report their concerns to the ResponsiveEd Crisis Abuse Prevention Hotline at 972.316.4530. This includes students with disabilities who are no longer minors. Employees are not required to report their concern to the Crisis Abuse Prevention Hotline before making a report to the appropriate agencies. **Reporting the concern to the child abuse office does not relieve the employee of the requirement to report to the appropriate state agency.** Employees must cooperate with child abuse and neglect investigators. Interference with a child abuse investigation by denying an interviewer's request to interview a student at school or requiring the presence of a parent or school administrator against the desires of the duly authorized investigator is prohibited.

Employees who fail to make a timely report may be subject to: (1) disciplinary action, up to and including termination of employment; (2) an ethics complaint before the Professional Licensure Standards Board; and/or (3) criminal charges.

No Fraternization

While ResponsiveEd encourages amicable relationships between members of management and their subordinates, it recognizes that involvement in a romantic relationship may compromise or create a perception that compromises a member of management's ability to perform his or her job. Any involvement of a romantic nature between any ResponsiveEd employee or agent and anyone he or she supervises, either directly or indirectly, is prohibited. Violation of this policy may lead to corrective action, including termination of employment.

Solicitation

To ensure a productive and harmonious work environment, persons not employed by ResponsiveEd may not solicit or distribute literature in the workplace at any time for any purpose.

ResponsiveEd recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. For the purposes of this policy, "working time" does not include lunch periods, work breaks, or any other periods in which employees are not on duty.

E-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

In addition, the posting of written solicitations on ResponsiveEd bulletin boards is restricted. These bulletin boards displays important information and employees should consult them frequently for internal memoranda and organization announcements.

If employees have a message of interest to the workplace, they may submit it to the Campus Director or HR Department for approval. The Campus Director or HR Department must approve all messages.

Fraud and Financial Impropriety

All employees should act with integrity and diligence in duties involving ResponsiveEd's financial resources. ResponsiveEd prohibits fraud and financial impropriety, as defined below. Fraud and financial impropriety include the following:

- forgery or unauthorized alteration of any document or account belonging to ResponsiveEd;
- forgery or unauthorized alteration of a check, bank draft, or any other financial document;
- misappropriation of funds, securities, supplies, or other ResponsiveEd assets, including employee time;
- impropriety in the handling of money or reporting of ResponsiveEd financial transactions;
- profiteering as a result of insider knowledge of ResponsiveEd information or activities;
- unauthorized disclosure of confidential or proprietary information to outside parties;
- unauthorized disclosure of investment activities engaged in or contemplated by ResponsiveEd;
- accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to ResponsiveEd;
- destroying, removing, or inappropriately using records, furniture, fixtures, or equipment;
- failing to provide financial records required by state or local entities;
- failure to disclose conflicts of interest as required by policy; and
- any other dishonest acts regarding the finances of ResponsiveEd.

Conflict of Interest

Employees are required to disclose to their supervisor any situation that creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or creates a potential conflict of interest with the best interests of ResponsiveEd. This includes the following:

- a personal financial interest

- a business interest
- any other obligation or relationship, or
- non-school employment

An employee with a substantial interest in a business entity or interest in real property must disclose the interest to ResponsiveEd prior to the award of a contract or authorization of payment. This is done by filing an affidavit with the Chief Financial Officer. An employee is also considered to have substantial interest if a close family member (e.g., spouse, parent, child, or spouse's parent or child) has a substantial interest.

Gifts and Favors

Employees may not accept gifts or favors that could influence, or be construed to influence, the employee's discharge of assigned duties.

Copyrighted Materials

Employees are expected to comply with the provisions of federal copyright law relating to the unauthorized use, reproduction, distribution, performance, or display of copyrighted materials (e.g., printed material, videos, computer data and programs, etc.). Electronic media, including motion pictures and other audio/visual works are to be used in the classroom for educational purposes only. Duplication or backup of computer programs and data must be made within the provisions of the purchase agreement.

Associations and Political Activities

ResponsiveEd will not directly or indirectly discourage employees from participating in political affairs or require any employee to join any group, club, committee, organization, or association. Employees may join or refuse to join any professional association or organization.

Use of ResponsiveEd resources, including work time, for political activities, is prohibited.

Use of Telephones

School Phones

The time spent on personal calls should be limited to keep phone lines available for incoming business calls. Personal use of the telephone for long-distance and toll calls is not permitted. Employees should practice discretion when making personal, local calls and may be required to reimburse ResponsiveEd for any charges resulting from their personal use of the telephone.

Cell Phones

Employees are not permitted to use cell phones during instructional time or while otherwise supervising students, except for emergencies. This prohibition extends to any use of a cell phone, including but not limited to conversations, texting, games, browsing the internet, etc. Phones should be off or set to receive silent messages.

Attendance and Punctuality

Attendance and punctuality are essential functions of any educator's job. To maintain a safe and productive work environment, ResponsiveEd expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and ResponsiveEd. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

Job Abandonment

Employees who are absent from work three consecutive working days or more without notice/approval, and who cannot be reached by the immediate supervisor, are deemed to have voluntarily resigned from ResponsiveEd and may be released from ResponsiveEd due to job abandonment.

Computer and E-mail Usage

ResponsiveEd computer systems, networks, and any configuration of hardware and software comprise ResponsiveEd's technology resources. The systems and networks include all of the computer hardware, phone system, operating system software, application software, Internet resources, and data files. This includes electronic mail, electronic grade book, social media sites, local databases, externally accessed databases (such as the Internet), CD-ROM, optical media, clip art, digital images, digitized information, communications technologies, and new technologies as they become available. **ResponsiveEd reserves the right to monitor all technology resource activity.**

ResponsiveEd electronic communications systems, including access to the Internet, are to be used for administrative and instructional purposes only. Electronic mail transmissions and other use of the technology resources are not confidential and can be monitored at any time to ensure appropriate use. There exists no right to privacy and contents are subject to review and to open record requests. Unauthorized use of these systems are prohibited and can result in suspension or termination of privileges. Employees and students who are authorized to use the systems are required to abide by the provisions of ResponsiveEd communications systems policy and

administrative procedures. Failure to follow ResponsiveEd policies and procedures may lead to disciplinary action punishable up to and including termination.

Computer equipment provided to ResponsiveEd employees is subject to the following conditions.

- No additional software will be installed unless approved by the Technology Director or his designee for ResponsiveEd.
- Lost or stolen equipment will not be replaced. Any employee that is found negligent in handling ResponsiveEd's computer equipment is responsible for the purchase price of the equipment.
- Discharged ResponsiveEd employees will return all equipment. An employee's failure to return equipment will result in a payroll deduction for the purchase price of the equipment.
- Employees must provide unlimited access to a company computer when requested by any ResponsiveEd IT Staff.

Employees should not use a password, access a file, or retrieve any stored communication without authorization.

ResponsiveEd strives to maintain a workplace free of harassment. Therefore, ResponsiveEd prohibits the use of computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

E-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

ResponsiveEd purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, ResponsiveEd does not have the right to reproduce such software for use on more than one computer.

Employees may only use software on local area networks or multiple machines according to the software license agreement. ResponsiveEd prohibits the illegal duplication of software and its related documentation.

Employees should notify their supervisor if learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

Internet Usage

Internet access to global electronic information resources on the World Wide Web is provided by ResponsiveEd to assist employees in obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive Internet usage. While Internet usage is intended for job-related activities, incidental and occasional brief personal use is permitted at breaks, lunch, and after-hours.

All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of ResponsiveEd and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in Internet e-mail messages and other transmissions is accurate, appropriate, ethical, and lawful.

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, color, religion, sex, national origin, disability, age, or any other characteristic protected by law.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not received authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

Internet users should take the necessary anti-virus precautions before downloading or copying any file from the Internet. All downloaded files are to be checked for viruses; all compressed files are to be checked before and after decompression.

Abuse of the Internet access provided by ResponsiveEd in violation of law or ResponsiveEd policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy. The following behaviors are examples of previously stated or additional actions and activities that are prohibited and can result in disciplinary action:

- sending or posting discriminatory, harassing, or threatening messages or images;
- copying, pirating, or downloading software and electronic files without permission;
- sending or posting messages or material that could damage the organization's image or reputation;
- participating in the viewing or exchange of pornography or obscene materials;
- sending or posting chain letters, solicitations, or advertisements not related to business

purposes or activities;

- passing off personal views as representing those of the organization;
- sending anonymous e-mail messages; and/or
- engaging in any other illegal activities.

Electronic Media –Acceptable Use

Electronic media includes all forms of social media, such as text messaging, instant messaging, electronic mail (e-mail), Web logs (blogs), electronic forums (chat rooms), video-sharing Web sites (e.g., YouTube), editorial comments posted on the Internet, and social network sites (e.g., Facebook, Myspace, Twitter, Instagram, LinkedIn). Electronic media also includes all forms of telecommunications such as landlines, cell phones, and Web-based applications.

As role models for students, employees are responsible for their public conduct at all times. Employees are held to the same professional standards in their public use of electronic media as they are for any other public conduct.

Employees may not post financial, confidential, sensitive or proprietary information about the company, clients, employees or applicants.

Employees may not post obscenities, slurs or personal attacks that can damage the reputation of the ResponsiveEd students, parents, volunteers, employees or applicants.

When posting on social media sites, employees must use the following disclaimer when discussing job-related matters, *"The opinions expressed on this site are my own and do not necessarily represent the views of ResponsiveEd."*

ResponsiveEd may monitor content out on the Internet. If an employee's use of electronic media violates state or federal law or ResponsiveEd policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

Standard Electronic Mail Signature

In an effort to maintain consistency and professionalism, all ResponsiveEd email users shall adhere to a common signature block when sending correspondence. The approved standard email signature is posted on the ResponsiveEd SharePoint page. Email users should not use background colors, stationery, or additional graphics or other ResponsiveEd logos.

Records Retention

Arkansas records retention will follow the Texas guidelines for record retention because Arkansas does not have mandated record retention schedule for schools.

Written and electronic documents concerning the official business of ResponsiveEd constitute a public record that must be managed accordingly. It is the official policy of ResponsiveEd that all records should be classified and retained according to the timelines established by law and promulgated in the Texas State Library and Archives Commission's Records Retention Schedules. The retention schedules may be viewed online at <https://www.tsl.texas.gov/slrn/recordspubs/rrs4.html>. ResponsiveEd has adopted Local Schedule GR and Local Schedule SD of the Texas State Library and Archives Commission for these purposes.

Records whose retention period has expired may not be destroyed if any litigation, claim, negotiation, audit, public information request, administrative review, or other action involving the record is initiated; its destruction shall not occur until the completion of the action and the resolution of all issues that arise from it.

Employees who do not comply with the record retention policies may be subject to reprimand and remedial measures. Additionally, violations of state laws regarding government records may be subject to individual criminal liability.

Personal Appearance

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image ResponsiveEd presents to customers and visitors.

During business hours or when representing ResponsiveEd, employees are expected to present a clean, neat, and tasteful appearance. Employees should dress and groom themselves according to the requirements of their position and accepted dress code. **The Campus Director is responsible for establishing a reasonable dress code appropriate to the job each employee performs.** Employees should consult their Campus Director if they have questions as to what constitutes appropriate appearance. When necessary, reasonable accommodations may be made to persons with a disability.

Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

- Tank tops, tube or halter-tops, see-through clothing, or shorts may not be worn under any circumstances.
- Dresses or skirts should be of a modest length and fit (no more than two inches above the bend of the knee).
- Extremely sloppy or torn clothing will not be permitted.
- Mustaches and beards must be clean, well-trimmed, and neat.

- Hairstyles are expected to be in good taste and present an appropriate professional appearance.
- Body piercing, with visible jewelry or jewelry that can be seen through or under clothing, must not be worn during business hours. Tongue rings are also prohibited.
- For females, multiple ear piercings (more than one ring in each ear) and for males, any ear piercing, is not professionally appropriate and must not be worn during business hours.

Employees are allowed to dress more casually on Fridays to include jeans (must be clean, free of rips, tears, fraying and may not be excessively tight or revealing), with the exception of any Friday the location may be expecting special guests.

GENERAL INFORMATION

Reassignments and Transfers

All employees are subject to assignment and reassignment by the Chief Executive Officer or designee when the Chief Executive Officer determines that the assignment or reassignment is in the best interest of ResponsiveEd. Reassignment is a transfer to another position, department, or facility. Campus reassignments must be approved by the Campus Director at the receiving campus. Unless the reassignments are due to enrollment shifts or program changes. Extracurricular or supplemental duty assignments may be reassigned at any time.

An employee with the required qualifications for a vacant position may request a transfer to another campus. Professional courtesy dictates that the employee's supervisor be notified of the employee's intent to request a transfer. A written request for transfer must be completed and signed by the employee and the employee's supervisor. This form is submitted to the HR Department and not directly to the requested campus. The HR Department will forward the request to the appropriate party. The employee transfer request will only be active until the position applied for is filled. Upon the approval of an employee transfer, the HR Department will notify all parties.

Campus Workload and Work Schedules

Professional Employees

Professional and administrative employees are exempt from overtime pay and are employed on a 12-month basis, according to the work schedules set by ResponsiveEd. A school calendar is adopted each year designating the work schedule for teachers and all school holidays.

Employee work schedules and hours may be rescheduled by ResponsiveEd as necessary to conduct ResponsiveEd business.

Professional school personnel shall occasionally be required to work additional days and hours to complete those tasks associated with their positions, including but not limited to campus staff meetings, parent teacher conferences, professional training, student accelerated rehabilitative disposition meeting, student meeting and open house, etc.

Paraprofessional and Auxiliary Employees

Support employees will receive notification of the required work schedule for their respective positions at the beginning of each school year (or when employed).

Employee work schedules and hours may be rescheduled by ResponsiveEd as necessary to conduct ResponsiveEd business.

Paraprofessional and auxiliary employees are not exempt from overtime and are not authorized to work in excess of their assigned schedule without prior approval from their supervisor.

Notification to Parents Regarding Qualifications

In schools receiving Title I funds, ResponsiveEd is required by the No Child Left Behind Act (NCLB) to notify parents at the beginning of each school year that they may request information regarding the professional qualifications of their child's teacher. NCLB also requires that parents be notified if their child has been assigned, or taught for four or more consecutive weeks by a teacher who is not highly qualified.

Outside Employment and Tutoring

An employee may hold a job with another organization as long as he or she satisfactorily performs his or her job responsibilities with ResponsiveEd. All employees will be judged by the same performance standards and will be subject to ResponsiveEd scheduling demands, regardless of any existing outside work requirements.

If ResponsiveEd determines that an employee's outside work interferes with performance or the ability to meet the requirements of ResponsiveEd as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with ResponsiveEd.

Outside employment will present a conflict of interest if it has an adverse impact on ResponsiveEd.

Employees who wish to accept outside employment or engage in other activities for profit must submit a written request to their supervisor. Approval for outside employment will be determined by the Chief Executive Officer or designee and based on whether outside employment interferes with the duties of the regular assignment. Outside employment is not to interfere in any way with the efficient performance of duties.

Teachers are not allowed to tutor their students privately for pay.

Performance Evaluation

Evaluation of an employee's job performance should be a continual process that focuses on improvement. Performance evaluation is based on an employee's assigned job duties and other job-related criteria. Reports, correspondence, and memoranda can be used to document performance information.

All employees will participate in the evaluation process with their immediate supervisor. Written evaluations will be completed on forms approved by ResponsiveEd. All employees will receive a copy of their written evaluation, have a performance conference with their supervisor, and get the opportunity to respond to the evaluation.

Driving

In order to promote the safety of students, volunteers, and employees, as well as the safety of the general public, it is ResponsiveEd's policy that employees who wish to drive a School Vehicle and/or a Personal Vehicle must meet certain eligibility criteria before being authorized by ResponsiveEd to drive said vehicle(s).

Definitions

Authorized Employee

As used in this policy, "Authorized Employee" means an employee who has been authorized by ResponsiveEd to drive a School Vehicle and/or a Personal Vehicle.

Personal Vehicle

As used in this policy, "Personal Vehicle" means a vehicle (including a non-street worthy vehicle, e.g., all-terrain vehicle, golf-cart style utility vehicle, etc.) which is: (1) owned, leased, or rented by someone other than ResponsiveEd, and (2) driven for ResponsiveEd/school-related business. As such, the definition for "Personal Vehicle" encompasses both ownership and use. Example: A vehicle which is "owned, leased, or rented by someone other than the ResponsiveEd," but is not being "driven for ResponsiveEd/school-related business" would not be a "Personal Vehicle" subject to the guidelines of this policy.

School Vehicle

As used in this Policy, "School Vehicle" means a vehicle (including a non-street worthy vehicle, e.g., all-terrain vehicle, golf-cart style utility vehicle, etc.) which is owned, leased, or rented by ResponsiveEd, regardless of the purpose for which the vehicle is being driven.

Purpose

ResponsiveEd has implemented this policy to improve compliance with statutory requirements and to minimize legal liability and risks by ensuring that ResponsiveEd's guidelines are in effect and are applied on a consistent and comparable basis. It shall be the policy of ResponsiveEd to review at least annually the driving records of all Authorized Employees. Any employee who does not have a valid driver's license is not insurable or is otherwise not eligible to drive pursuant to this policy will be prohibited from driving either a School Vehicle or a Personal Vehicle. The driving record review will include assessment of compliance with state and federal driving requirements; review of state motor vehicle records, including all violations regardless of whether they occurred in School Vehicles or Personal Vehicles, on or off duty, and/or review of ResponsiveEd motor vehicle accident records. Any employee who is required to drive a School Vehicle and/or a Personal Vehicle in the performance of job duties but who is not eligible to drive as determined by ResponsiveEd may be reassigned, the employee's wages may be adjusted commensurate with the duties to be performed, and/or the employee may be subject to disciplinary action up to and including termination of employment.

Policy Implementation

To implement this policy, the following actions must take place before an employee is authorized to drive a School Vehicle and/or a Personal Vehicle:

Driving Application – All ResponsiveEd Employees

All employees who may drive a School Vehicle and/or a Personal Vehicle as part of their job responsibilities will be required to complete the Driving Application on the ResponsiveEd website. The Application can be found by visiting, www.responsiveed.com, clicking on Careers, then Job Postings, and finally entering "Driving Application" in the search field.

- Select the "Work Here" tab at the top of the page.
- Then select on "Start the Process".
- On the next page in the "Search Field" type in the word "Driving".
- Then select "Apply".
- On the next page select on "Apply for this Position".
- On the next page select on "Create New Account and Apply".

Complete the entire questionnaire (Application). There are seven pages and the process is not complete until you digitally sign (type) your full name at the bottom of the page and select submit then you are done.

Notification

Authorized employees must notify the HR Department of certain events that may affect their eligibility to drive a School Vehicle and/or a Personal Vehicle. After being notified of such an event, ResponsiveEd must then make a determination on whether to suspend, remove, or allow the employee to continue driving School Vehicles and/or Personal Vehicles. The documentation for the decision made must be kept in each respective employee file. An employee who fails to comply with this section shall be subject to disciplinary action up to and including termination of employment.

- Any moving citation or conviction must be reported to the HR Department in writing within seven business days of receiving the citation or conviction.
- A suspended, revoked, or canceled driver's license must be reported to the HR Department in writing before the end of the workday following the day the employee receives notice regarding the infraction.
- All traffic accidents must be reported to the HR Department in writing immediately.
- Requests to change vehicle class (i.e., type of vehicle they drive) must be reported to the HR Department in writing immediately. ResponsiveEd will make a determination on whether to: (1) initiate another Motor Vehicle Background search, and/or (2) approve the change in vehicle class. Under no circumstances is an employee authorized to drive a vehicle that is not in the vehicle class for which he/she has approval.

Alcohol or Drugs

At no time will an employee drive a School Vehicle and/or a Personal Vehicle, or report for duty, under the influence of alcohol or illegal drugs. At no time will an employee drive a School Vehicle and/or a Personal vehicle under the influence of prescription or over-the-counter drugs that may impair the ability to drive. An employee who fails to comply with this section shall be subject to disciplinary action up to and including termination of employment.

Cell Phone Use

Employees shall avoid cell phone use (**including texting**) while driving a School Vehicle and/or a Personal Vehicle. When cell phone use is essential, one or a combination of the following options will be used:

- Have a passenger receive or place the call.
- Allow the cell phone to go to voice mail so that the call may be returned later.
- Use the hands-free feature of the cell phone

Note: This policy applies to all cell phones, regardless of ownership. ResponsiveEd may provide some employees with cell phones for business use; however, there is no business necessity that would require cell phone use, which compromises safety.

Seat Belts

Employees and all passengers in a School Vehicle and/or Personal Vehicle shall wear seat belts at all times while the vehicle is moving.

Responsibility for Violations

An employee is personally responsible for any traffic violations said employee is charged with.

Driving Eligibility Criteria

ResponsiveEd will determine an employee's driving eligibility based on insurability as determined by the School in conjunction with the School's insurance carrier, Department of Transportation ("DOT") correspondence, state motor vehicle records and/or ResponsiveEd driving records. Before an employee is authorized to drive a School Vehicle and/or a Personal Vehicle, he or she must meet the following requirements:

1. Have a valid Arkansas Driver's License;
2. Be at least 21 years of age;
3. Not have received any alcohol or drug-related convictions within the past ten years;
4. Not have received more than one moving violation in the past 12 months or more than three in the past 36 months.

Note: An employee with an alcohol or drug-related citation will not be eligible to drive until the citation results in a dismissal or a finding of not guilty. It is the responsibility of the employee to provide written documentation to the HR Department verifying that a citation has resulted in a finding of not guilty or a dismissal.

Note: An employee responsible for any vehicle accident occurring on ResponsiveEd property which is not subject to police jurisdiction that results in bodily injury or property damage shall have recorded on his/her ResponsiveEd driving record the equivalent of a motor vehicle record moving violation

1. If driving a Personal Vehicle, employee **must** have insurance coverage with a minimum of
 - \$30,000 per person / \$60,000 per occurrence for bodily injury,

- \$25,000 property damage per occurrence,
 - \$3,000 per person for medical payment, and
2. If driving a Personal Vehicle, drive a safe vehicle, having as many passenger seat belts as passengers.

Records

ResponsiveEd shall maintain the driving records of all Authorized Employees. The driving records shall be reviewed at least annually. The records shall include, but not be limited to: (1) all correspondence, documents, and records received; (2) all employee vehicle accidents occurring on private or ResponsiveEd property which are not subject to the jurisdiction of the police; and (3) any other records deemed important. These records must be kept in accordance with the Records Retention Schedule. Once the School has reviewed any confidential consumer information collected to comply with this policy, it will dispose of that information in an appropriate manner as required by law.

Note: A file on employees that have not been approved will also be maintained (to include documentation on why the application was denied).

Employment Status

The employment status of an employee, which is required to drive and is determined to be ineligible to drive, will be determined on a case-by-case basis according to the needs of ResponsiveEd. Such determination will be made by the Chief Executive Officer.

Loss of Driving Privilege

An Authorized Employee, who is determined to be ineligible to drive, will lose the privilege to drive. Reauthorization of driving privileges will be determined on a case-by-case basis in accordance with the provisions of this policy. The CEO will determine the reauthorization of driving privileges.

Authorizing or Permitting the Operation of a Motor Vehicle to Another

This policy is written so that only those employees who have been cleared through the Motor Vehicle Background check process can drive School Vehicles and/or Personal Vehicles. **No employee shall authorize or permit a school vehicle and/or a personal vehicle to be driven by any person, who has not been cleared through the Motor Vehicle Background check.** If any employee is found in violation of this regulation, the employee will lose driving privileges for a period to be determined by the ResponsiveEd and will be subject to written disciplinary action up to and including termination of employment. If a volunteer is found in violation of this regulation, the volunteer will lose driving privileges for a period to be determined by the ResponsiveEd.

Use of School Vehicles

Employees are not authorized to drive School Vehicles when not on official ResponsiveEd/school-related business. If said employee is found in violation of this regulation, the employee will lose driving privileges for a period to be determined by the CEO and will be subject to written disciplinary action up to and including termination of employment.

Inclement Weather

Every employee's safety and well-being is of the utmost importance. Thus, each employee is strongly encouraged to use their best judgment in determining whether it is safe to travel to work should Administrative Offices remain open during inclement weather.

ResponsiveEd may close schools because of bad weather or emergency conditions. When such conditions exist, the Regional Director will make the official decision concerning the closing. Affected employees will be notified of the decision to close a school based on inclement weather by 6:30 a.m.

Emergencies

All employees should be familiar with the safety procedures for responding to a medical emergency and the evacuation diagrams posted in their work areas. Emergency drills will be conducted to familiarize employees and students with safety and evacuation procedures. Each campus is equipped with an automatic external defibrillator. Fire extinguishers are located throughout all ResponsiveEd buildings. Employees should know the location of these devices and procedures for their use.

Employee Communications

ResponsiveEd's main method of communication with employees is through the ResponsiveEd e-mail system. Through this system, ResponsiveEd distributes information to employees regarding important issues, concerns, administrative regulations, changes in policies and procedures, and other relevant news. Employees are to check their e-mail daily.

Nepotism

The employment of relatives (i.e., any person who is related by blood or marriage) in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

Although ResponsiveEd has no prohibition against employing relatives of current employees, ResponsiveEd is committed to monitoring situations in which such relationships exist in the same

area. In case of actual or potential problems, ResponsiveEd will take prompt action. This can include reassignment or, if necessary, termination of employment for one or both of the individuals involved.

ResponsiveEd will not hire anyone to serve in the chain-of-command of his or her relative. For those supervisor/subordinate relationships that currently exist, the supervisory relative will have no authority to promote or give a raise to their subordinate relative. Instead, the supervisory relative's supervisor will conduct all performance reviews and make any decisions regarding promotion or raises relating to the subordinate relative.

Unemployment Compensation Insurance

Entitlement to Unemployment Compensation

Employees who have been laid off or terminated through no fault of their own may be eligible for unemployment compensation benefits. A detailed description of eligibility requirements is available from the Arkansas Department of Workforce Services website at www.dws.arkansas.gov.

Notice of Reasonable Assurance of Employment Following a Scheduled School Break

Since ResponsiveEd provides its employees with scheduled breaks—such as summer, winter, and spring vacation periods—and because employees with “reasonable assurance” of employment following a scheduled break will not be entitled to unemployment compensation benefits during that break, ResponsiveEd provides its employees with this Notice of Reasonable Assurance that they will remain employed following scheduled breaks.

Such notice of reasonable assurance is not intended, and should not to be construed, to create an employment contract each employee's continued employment with ResponsiveEd remains on an “at-will” basis, even during a scheduled school break (see “Disclaimer of Employment Contract,”). As such, both the employee and ResponsiveEd retain their respective rights to sever the employment relationship at-will, at any time, with or without notice or cause during a scheduled school break or at any other time.

Asbestos Management Plan

ResponsiveEd is committed to providing a safe environment for employees. An Asbestos Management Plan is available on each campus for review during normal school hours.

COMPLAINTS AND GRIEVANCES

Overview

The purpose of this policy is to secure, at the lowest possible administrative level, prompt and equitable resolution of employee complaints and/or concerns. Usually, employee complaints can be resolved simply by an informal conference with the employee's supervisor. For those complaints that cannot be handled informally, ResponsiveEd has adopted the following grievance policy.

This policy provides employees an orderly process for the prompt and equitable resolution of grievances when a concern has not been resolved. The Board of Trustees intends that, whenever feasible, grievances be resolved at the lowest possible administrative level. This policy shall not be construed to create new or additional rights beyond those granted by policy or law, nor shall it be construed to restrict any rights granted by law.

Complaints regarding certain topics are addressed by specific policies or other documents that modify this complaint process or require an alternative process.

Neither the Board of Trustees nor the administration shall unlawfully retaliate against any employee for bringing a grievance under this policy.

Employees who allege adverse employment action in retaliation for reporting a violation of law to an appropriate authority shall initiate a grievance under this policy within the time specified by applicable law. Time lines for the employee and the school set out in this policy may be shortened to allow the Board of Trustees to make a final decision within 60 days of the initiation of the complaint. A grievance must specify the individual harm alleged. The party incurring them shall pay costs of any grievance.

The prohibition against collective bargaining shall not impair employees' rights to present grievances concerning their wages, hours of employment, or conditions of work, either individually or through a representative that does not claim the right to strike. An employee, or a group of employees, may be represented in a grievance presentation at any level through an attorney or through any other person or organization that does not claim the right to strike. An employee's legal right to present a grievance is satisfied at each level when someone in a position of authority hears the employee's concern; however, that authority is under no legal compulsion to take action to rectify the matter. The Board of Trustees shall provide an opportunity at its regular meetings for employees to present their complaints or grievances for Board consideration.

Definitions

For the purposes of this policy, "days" shall mean business days. For purposes of this policy, the terms "complaint" and "grievance" shall have the same meaning. A grievance under this policy may include, but shall not be limited to, any of the following:

- grievances concerning an employee's wages, hours, or conditions of work;
- appeals of decisions made relating to the investigation of specific allegations of unlawful discrimination in employment on the basis of sex (including allegations of sexual

harassment), race, religion, national origin, age, disability, or any other basis prohibited by law;

- appeals of decisions made relating to the investigation of specific allegations of unlawful discrimination or retaliation on the basis of the employee's exercise of constitutional rights.

Notices

All notices and documentation required under this policy shall be delivered as follows:

By mail:

Responsive Education Solutions
Employee Grievance
Attn: Human Resource Department
P.O. Box 292730
Lewisville, Texas 75029

By e-mail:

employeegrievance@responsiveed.com
Subject heading should read "Employee Grievance."

By fax:

866.778.1021
Subject heading should read "Employee Grievance."

In person:

Responsive Education Solutions
1301 Waters Ridge Drive
Lewisville, Texas 75057

Procedures

Level One

An employee who has a complaint that could not be resolved informally shall request a conference with the Campus Director by filing the complaint in writing on a form provided by ResponsiveEd. The form must be filed with the HR Department within five business days of the time the employee knew, or should have known, of the event or series of events about which the employee is complaining. Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted unless the employee did not know the documents existed before the Level One conference. A complaint form that is incomplete in any material way may be dismissed, but may be re-filed with all the requested information if the re-filing is within the designated time for filing a complaint.

The Campus Director shall hold a conference with the employee within five days of the request. The five day time frame for holding the Level One conference may be extended if mutually agreed to by both the employee and the Campus Director.

The Campus Director shall have five days following the Level One conference within which to respond. The announcement of a decision in the employee's presence shall constitute communication of the decision.

Should the complaint involve a problem with the Campus Director, then the Level One conference will be held by the Regional Director or designee.

Level Two

If the outcome of the Level One conference with the Campus Director is not to the employee's satisfaction or the time for a response has expired, the employee may appeal the Level One decision to the Regional Director by filing the appeal notice in writing on a form provided by ResponsiveEd.

Note: In the event that the Level One conference was held by the Regional Director or designee, the Level Two conference shall be held by another Regional Director or designee.

The appeal notice must include a copy of the Level One complaint, a copy of the Level One decision being appealed (if applicable), and a copy of any documents presented at the Level One conference.

The appeal notice must be postmarked or received by the HR Department five days following receipt of a response or, if no response is received, within five days of the response deadline.

The Regional Director or designee shall hold a conference with the employee within five days of the appeal notice. The five day time frame for holding the Level Two conference may be extended if mutually agreed to by both the employee and the Regional Director or designee.

The Regional Director or designee shall have five days following the Level Two conference within which to respond. The announcement of a decision in the employee's presence shall constitute communication of the decision.

Level Three

If the outcome of the Level Two conference with the Regional Director or designee is not to the employee's satisfaction or the time for a response has expired, the employee may appeal the Level Two decision to the Chief Executive Officer by filing the appeal notice in writing on a form provided by ResponsiveEd. The appeal notice must include a copy of the Level One complaint, a copy of the Level Two appeal notice, a copy of the Level One and Level Two decisions being appealed (if applicable), and a copy of any documents presented at the Level One and Level Two conferences.

The appeal notice must be postmarked or received by the HR Department within five days following receipt of a response or, if no response is received, within five days of the response deadline.

The Chief Executive Officer or designee shall hold a conference with the employee within 10 days of the appeal notice. The 10-day time frame for holding the Level Three conference may be extended if mutually agreed to by both the employee and the Chief Executive Officer or designee. The Level Three conference may be held via telephone or video conference at the discretion of the Chief Executive Officer.

The Chief Executive Officer or designee shall have five business days following the Level Three conference within which to respond. The announcement of a decision in the employee's presence shall constitute communication of the decision.

Level Four

If the outcome of the Level Three conference with the Chief Executive Officer or designee is not to the employee's satisfaction or the time for a response has expired, the employee may appeal the Level Three decision to the Board of Trustees by filing the appeal notice in writing on a form provided by ResponsiveEd. The appeal notice must include a copy of the Level One complaint, a copy of the Level Two and Level Three appeal notices, a copy of the Level One, Level Two, and Level Three decisions being appealed (if applicable), and a copy of any documents presented at the Level One, Level Two, and Level Three conferences.

The appeal notice must be postmarked or received by the HR Department within five days following receipt of a response or, if no response is received, within five days of the response deadline.

The appeal will then be placed on the agenda of a future Board meeting. The Chief Executive Officer or designee shall inform the employee of the date, time, and place of the meeting.

The Board of Trustees is not required to consider documentation not previously submitted or issues not previously presented. The presiding officer may set reasonable time limits. The Board of Trustees shall hear the complaint and may request a response from the school. ResponsiveEd shall make an audiotape record of the Level Four proceedings before the Board of Trustees. The Board of Trustees shall then make and communicate its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If for any reason the Board of Trustees fails to reach a decision regarding the complaint by the end of the next regularly scheduled Board meeting, the lack of a response by the Board of Trustees upholds the decision at Level Three.

If the grievance involves the appointment, employment, evaluation, reassignment, duties, discipline, or termination of the employee bringing the grievance, it may be heard by the Board of Trustees in closed meeting unless the employee bringing the grievance requests that it be heard in public. However, if the grievance involves a complaint or charge against another employee or a Board member, it shall be heard in closed meeting unless an open meeting is requested in writing by the employee or Board member against whom the complaint or charge is brought.

Consolidation of Complaints

When the administration determines, in its sole discretion, that two or more individual complaints are sufficiently similar in nature and remedy to permit their resolution through one proceeding, the complaints may be consolidated.

Modification of Procedures

The Chief Executive Officer may, at his sole discretion, modify this complaint process or require an alternative process, so long as the Board of Trustees retains final authority to hear and decide complaints and concerns brought hereunder.

STUDENT ISSUES

Equal Educational Opportunities

ResponsiveEd, as an equal opportunity educational provider and employer, does not discriminate on the basis of race, color, religion, sex, national origin, disability, and/or age in educational programs or activities that it operates or in employment decisions. ResponsiveEd is required by Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and the Age Discrimination Act of 1975, as amended, as well as Board Policy not to discriminate in such a manner (not all prohibited bases apply to all programs).

Questions or concerns about discrimination of students on the basis of race, color, religion, sex, national origin, disability, or any other basis prohibited by law should be directed to the National Executive Director of Special Education.

Student Records

Student records are confidential and are protected from unauthorized inspection or use. Employees should take precautions to maintain the confidentiality of all student records. The following people are the only people who have general access to a student's records:

- All parents of students under 18 unless parental rights have been legally terminated and a copy of the court order has been given terminating parental rights.
- the student (if 18 or older or emancipated by a court), and
- school officials with legitimate educational interests.

The Parent/Student Handbook provides parents and students with detailed information on student records. Parents or students who want to review student records should be directed to the Campus Director for assistance.

Parent and Student Complaints

In an effort to hear and resolve parent and student complaints in a timely manner and at the lowest administrative level possible, the Board has adopted orderly processes for handling complaints on different issues. Any school can provide parents and students with information on filing a complaint.

Parents are encouraged to discuss problems or complaints with the teachers or the Campus Director at any time. Parents and students with complaints that cannot be resolved should be directed to the Campus Director. The formal complaint process provides parents and students with an opportunity to be heard up to the Board if they are dissatisfied with a Campus Director's response.

Administering Medication to Students

Only designated employees can administer prescription medication, nonprescription medication, and herbal or dietary supplements to students. A student who must take medication during the school day must bring a written request from his or her parent and the medicine, in its original, properly labeled container. Contact the Campus Director for information on procedures that must be followed when administering medication to students.

Dietary Supplements

ResponsiveEd employees are prohibited by state law from knowingly selling, marketing, or distributing a dietary supplement that contains performance-enhancing compounds to a student with whom the employee has contact as part of his or her ResponsiveEd duties. In addition, employees may not knowingly endorse or suggest the ingestion, intranasal application, or inhalation of a performance-enhancing dietary supplement to any student.

Student Conduct and Discipline

Students are expected to follow the classroom rules, school rules, and rules listed in the Parent/Student Handbook and Student Code of Conduct. Teachers and Campus Directors are responsible for taking disciplinary action based on a range of discipline management procedures that have been adopted by the Board. Other employees that have concerns about a particular student's conduct should contact the classroom teacher or Campus Director.

END OF EMPLOYMENT

Overview

End of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment ends:

- **Resignation:** voluntary employment termination initiated by an employee.
- **Discharge:** involuntary employment termination initiated by the organization.
- **Layoff:** involuntary employment termination initiated by the organization for non-disciplinary reasons.
- **Retirement:** voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

Final Paycheck

Employees will receive their final pay in accordance with applicable state law. Employees will receive pay for unused vacation, but will not receive pay for unused sick leave. Employees who have used more sick leave than they have earned will have the cost of unearned sick leave deducted from their final paycheck.

Below are the final paycheck schedules:

- ❖ **Resigning exempt teachers** whose salary is being annualized and employment ends after the last day of instruction will be paid out on the next scheduled pay date. Insurance goes through the month in which they last worked.
- ❖ **Discharged exempt teachers** whose salary is being annualized whose employment ends after the last day of instruction will be paid out according to Arkansas payday law, within seven days of their last day worked and insurance goes through the month in which they last worked.
- ❖ **Resigning non-exempt (hourly employees)** will be paid on the next scheduled pay date. Insurance goes through the month in which they last worked.
- ❖ **Discharged non-exempt (hourly employees)** will be paid according to Arkansas payday law, within six days of their last day worked and insurance goes through the month in which they last worked.

Resignation

Employees may resign their positions at any time. A written notice of resignation should be submitted to the HR Department at least two weeks prior to the effective date. Employees are encouraged to include the reasons for leaving in the letter of resignation but are not required to do so. If an employee does not provide advance notice as requested, the employee will be considered ineligible for rehire.

Discharge

Employment with ResponsiveEd is on an “**at-will**” basis. This means that ResponsiveEd may terminate the employment relationship at will, at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law.

Arkansas Teacher Retirement System

All employees employed on a full time basis are members of the Arkansas Teacher Retirement System (ATRS). There is no waiting period. Part-time employees that are not receiving ATRS service retirement benefits has to work 40 days before they can get service credit. ATRS provides members with an annual statement of their account showing all deposits and the total account balance each year. ResponsiveEd employees may be eligible for participation in the Arkansas Teacher Retirement System (ATRS). A detailed description of eligibility requirements is available from the ATRS website at www.arters.gov or by calling ATRS at (800) 666-2877. Employees who plan to retire under the ATRS should notify the HR Department as soon as possible. Information on the application procedures for ATRS benefits are available ATRS. Inquiries should be addressed to:

Arkansas Teacher Retirement System
1400 West Third Street
Little Rock, AR 72201
Phone (toll free): 1(800)-666-2877
Email: info@atrs.gov

Employees and Applicants Convicted of Certain Offenses

ResponsiveEd shall discharge or refuse to hire an employee or applicant for employment if ResponsiveEd obtains information through a criminal history review that:

- The employee or applicant has been convicted of:
 - a. a felony under Title 5 of the Penal Code, or
 - b. an offense requiring registration as a sex offender under Chapter 62 of the Code of Criminal Procedure, or
 - c. an offense under the laws of another state or federal law that is equivalent to an offense under paragraphs a or b
- at the time the offense occurred, the victim of the offense was under 18 years of age or was enrolled in a public school.

Exception: ResponsiveEd is not required to discharge or refuse to hire an employee or applicant if the person committed an offense under Title 5 of the Penal Code:

- the date of the offense is more than 30 years before:
 - a. June 15, 2007, in the case of a person employed by ResponsiveEd as of that date, or
 - b. the date the persons' employment will begin, in the case of a person applying for employment with ResponsiveEd after June 15, 2007;
- the employee or applicant for employment satisfied all terms of the court order entered on conviction.

Optional Termination

ResponsiveEd may discharge an employee if ResponsiveEd obtains information of the employee's conviction of a felony or misdemeanor involving moral turpitude that the employee did not disclose to Arkansas Department of Education or ResponsiveEd. An employee so discharged is considered to have been discharged for misconduct for the purpose of unemployment compensation.

Appeal

Employees who are discharged have the right to grieve the termination. The discharged employee must follow the ResponsiveEd process outlined in this handbook when pursuing the grievance process (see "Complaints and Grievances").

Exit Interviews and Procedures

Exit interviews will be scheduled for employees leaving ResponsiveEd. Those employees separating voluntarily will be asked to complete the Online Employee Exit Survey. This Survey provides ResponsiveEd with helpful feedback relative to the staff member's employment experience. At the conclusion of the Survey, employees will also be asked to provide a forwarding address and phone number.

All ResponsiveEd keys, books, phones, computers, property, and equipment must be returned upon separation from employment. ResponsiveEd may withhold the cost of any unreturned items from the final paycheck.

Reports to State Board for Educator Certification

The discharge or resignation of a certified employee will be reported to Arkansas Department of Education when the CEO first learns about an alleged incident of conduct that involves the following:

- a reported criminal history;
- any form of sexual or physical abuse of a minor or any other illegal conduct with a student or a minor;

- soliciting or engaging in sexual conduct or a romantic relationship with a student or minor;
- the possession, transfer, sale, or distribution of a controlled substance;
- the illegal transfer, appropriation, or expenditure of school property or funds;
- an attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle the individual to a professional position or to receive additional compensation associated with a position;
- committing a crime on school property or at a school-sponsored event; or
- violating assessment instrument security procedures.

RESPONSIVE EDUCATION SOLUTIONS
2016-2017 Employee Handbook- Arkansas Campuses
Acknowledgment of Receipt and Wage Deduction Authorization
Agreement

The ResponsiveEd Employee Handbook ("Handbook") contains important information about ResponsiveEd, and I understand that I should consult the Human Resources Department regarding any questions not answered in this Handbook. I have entered into my employment relationship with ResponsiveEd voluntarily, and understand that there is no specified length of employment. Accordingly, either ResponsiveEd or I can terminate the relationship at will, at any time, with or without cause, and with or without advance notice.

I understand and agree that no person other than the Chief Executive Officer may enter into an employment agreement for any specified period, or make any agreement contrary to ResponsiveEd's stated employment-at-will policy, and that any such agreement will only be relied upon by me if it is in writing and signed by the Chief Executive Officer.

Since the information, policies, and benefits described in the Handbook are subject to change at any time, I acknowledge that revisions to the Handbook may occur, except to ResponsiveEd's policy of employment-at-will. All such changes will generally be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Board of Trustees has the ability to adopt any revisions to the policies in the Handbook.

Furthermore, I understand that the Handbook is neither a contract of employment nor a legally binding agreement. I have had an opportunity to read the Handbook, and I understand that I may ask my supervisor or any employee of the HR Department any questions I might have concerning the Handbook. I accept the terms of the Handbook. I also understand that it is my responsibility to comply with the policies contained in the Handbook, and any revisions made to it. I further agree that if I remain with ResponsiveEd following any modifications to the Handbook, I thereby accept and agree to such changes.

I have been given access to an electronic copy of the current Campus Handbook. I understand that I am expected to read the entire current handbook. Additionally, I will be required to sign a copy of this Acknowledgement of Receipt, retain a copy for myself, and return a copy to HR at HRForms@ResponsiveEd.com within five business days of the date of receipt. I understand this form will be retained in my personnel file.

I authorize ResponsiveEd to deduct from my final paycheck any unearned personal leave, which ResponsiveEd may advance me for my use.

JASON SMALLEY

STATE SENATOR

State Capitol Building
2300 N. Lincoln Blvd.
Oklahoma City, OK 73105

(405) 521-5547
Fax: (405) 530-2326



District 28

Website: www.oksenate.gov

Email: smalley@okhouse.gov

July 14, 2016

To Whom It May Concern:

Coming from a family of educators, being married to a teacher, and being the father of two sons, I am very much aware of the importance and need for quality, state-of-the-art education in Oklahoma.

In the State Senate, I serve as Vice-Chair of the Senate Education Appropriation Committee. This role has given me the opportunity to see how important it is for Oklahoma to have a strong education system that supports our industries and businesses. Having a business like Enviro Systems take the lead and fill a much needed gap in Seminole's educational system is important to help prosper the creativity we will need for our children's future.

I firmly believe The Academy of Seminole's mission will help transform Seminole's educational system into the 21st century.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Smalley", written over a horizontal line.

Senator Jason Smalley



Tom Newell
State Representative-District 28
(405) 557-7372
State Capitol Building
2300 N. Lincoln Blvd. Room 302
Oklahoma City, OK 73105-4885
E-mail: tom.newell@okhouse.gov

HOUSE of REPRESENTATIVES

State of Oklahoma

Chair
Government Oversight
& Accountability

Committees:
Appropriations & Budget
Revenue & Taxation Sub-Committee
Children, Youth & Family Services
Business, Labor & Retirement Laws

To Whom It May Concern:

As a parent of a high school student and the state representative for this community for the past 6 years, I know personally the need for a new school in Seminole. Parents in Seminole need an alternative choice to ensure their children receive a high quality education. The current mess with our dysfunctional school board has created a lack of safe and acceptable school facilities with no plan to alleviate the problem. It is no surprise that the community outrage from this quagmire has led parents to move their children to other districts to seek better educational options.

I completely support The Academy of Seminole's mission and goals. I believe it will be the start of a model that could transform rural education for Oklahoma.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Newell", written in a cursive style.

Representative Tom Newell

July 1, 2016

To whom it may concern,

A key factor to a healthy and thriving community is the availability of quality education. Even though our schools in Seminole, Oklahoma provide good educational opportunities, we have not offered an environment where students with a focus on educational excellence can flourish.

A group of community leaders are establishing the Academy of Seminole, a charter school that will provide exactly such environment to nurture intellectual curiosity and thirst for learning.

This institution, accessible to the entire community, complements our school system by providing sole focus on academics. Such charter schools have demonstrated their ability to completely transform the educational landscape of similar communities.

As a Seminole resident, as the Seminole Chamber of Commerce President, and as a senior executive at Enviro Systems – a Seminole aerospace company - I applaud this initiative as it brings to our community a resource that will make our city a yet more attractive location to live and to work. It is such enhancements to infrastructure that grow a community to become progressive and prosperous.

At the risk of stating the obvious, the education of our children is of primordial importance for the ultimate growth of our local and state economies.

I urge you to support the Academy of Seminole, a school that is vital to our community.

Sincerely,



Zouheir A. Abdelnour
President, Seminole Chamber of Commerce
VP Strategy, Enviro Systems Inc.
3206 Davis Lane
Seminole, OK 74868

Seminole State College

P. O. Box 351 • 2701 Boren Blvd. • Seminole, OK 74818-0351

Phone: 405-382-9200 • Fax: 405-382-7912



Office of the President

July 11, 2016

To whom it may concern:

It is my understanding that you are planning to open The Academy of Seminole, a new public school, in the Fall of 2017. Seminole State College will work with The Academy as we do with all public schools in the area to offer concurrent enrollment to area juniors and seniors in the area. In addition, The Academy may be able to be added to various Federal grants, including GEAR UP, Talent Search, Upward Bound and Upward Bound Math and Science to offer support services to eligible students. This would need the approval of the State Department of Education once The Academy is approved.

After having visited institutions operated by Responsive Education Inc., I was excited to find out that you were working with them to create a new experience in education in Seminole. My experience is that educational opportunities offered by Responsive Education Inc. are second to none. We look forward to working with you on this important expansion.

Best wishes

James W. Utterback, Ph.D.
President
Seminole State College

June 27, 2016

To whom it may concern,

I have a daughter that will be in the 7th grade this year in the Seminole School District. I have been very frustrated with the situation here in our small town. I as a parent am very disappointed that the students' needs are not being met and that this has become a political war and separated our small town. Because it isn't about politics, it is about our children and their futures. I feel that our town has lost sight of what is most important. There are other parents that I have visited with while attending Board meetings that also share in my concern that our children's academics need to come first.

I know that there are a lot of other parents within the community that are desperate for a choice. The parents of Seminole need a choice for their children where Academics are put first. I fully support The Academy of Seminole and I am excited to see it come to the community.

Best Regards,

A handwritten signature in blue ink that reads "Jodi M. Hill". The signature is written in a cursive, flowing style.

Jodi M. Hill

To Whom It May Concern,

May 12, 2016

I am writing this letter as a Seminole resident that would be very interested in a charter school in Seminole Oklahoma. Both of my girls went to Seminole Public School in pre-k through 1st grade and my oldest in 2nd grade before I pulled them out to start homeschooling them with my own curriculum but then decided to switch them to Oklahoma Connection Academy online because Seminole school isn't a school that I would want to put my kids into if I don't have too. They don't do what they say they will, they don't follow the child IEP because the teacher thinks she knows best or thinks the child don't need the IEP even though they have to be tested to be on them. There is so much that I could say about Seminole Public Schools but I don't think you really want to read almost 6 pages or more about this school. I have heard that so many people have turned jobs down here in Seminole because of the school district which hurts the families even more in my opinion. I think a Charter School would be great in Seminole and I would send both of my girls there in a heartbeat. I have talked to a few people about maybe a Charter School being put in Seminole and what their thoughts are on it. Everyone has said they would love to put their kids in that school because they hate Seminole and disagree with so much but they don't want to transfer them to another school or drive further just so they could go to another school. A Charter School would be great because it would give Seminole parents another school to look at for their child so they can have a better education and get what they deserve out of school. Seminole would see really think things if we could get a Charter school in our town. Please approve our application for it and let Seminole have a great school because seriously there isn't any good ones around her. Thanks for your time and please approve what Seminole residents really need for this town.

Thanks

The Harbisons



City of Seminole

P. O. Box 1218 / Main at Evans / Phone 405-382-4330 / Seminole, Oklahoma 74818-1218
Fax 405-382-8581

6/24/16

To Whom It May Concern:

This letter will serve as a strong letter of support and recommendation for the Academy of Seminole being created by Advance Rural Education (ARE). As a father of students and the City Manager of Seminole I have seen first hand the desperate need for education options for parents.

I personally know of dozens of children that are leaving public schools for education. Clearly, these parents have made the decision that their children need something far different than what is currently being offered.

Furthermore, it has become much more difficult for our employers to recruit young professional families to work in their businesses without the promise of updated facilities and teaching techniques.

I firmly believe that a charter school in Seminole is crucial to our future success. Simply put, there is no larger issue facing our community than the education system being revolutionized. We need a phenomenal new creation that will take our students far beyond the limits currently being placed upon them. Frankly, the young professional families who will transform our community are demanding it. And, we could not be more confident that this new creation will become a magnet for Seminole and the State of Oklahoma.

The potential to take the shackles off of our students is at hand. Allowing our private companies, state college, and an acclaimed education curriculum firm to launch an innovative and challenging charter school will be the genesis. After hours of research, tours and conceiving, I see absolutely no hurdles to bringing this system to reality. I have total confidence that in a very short period this school will be a model for the nation.

I urge you to inspire students to greatness by empowering this pioneering strategy.

Sincerely,

Steve Saxon, Manager
City of Seminole

Rebecca Nolte

From: Stacie Wyatt <wyattswife54@gmail.com>
Sent: Monday, June 27, 2016 10:42 AM
To: Rebecca Nolte
Subject: [EXT] Charter School Letter

To whom it may concern,

I have two kids that attend schools in the Seminole School District. I have been frustrated to say the least with the facility situation. We should be focusing on how we can have the best academics for our kids. Not fighting over things like where the HS should be.

I know many of other parents that are desperate for a choice. An option that puts academics first. That's why I fully support The Academy of Seminole and I am excited to see it come to our community!

Sincerely,

Stacie Wyatt

To whom it may concern,

We have one child in the Seminole School District. We have been frustrated to say the least with the facility situation. We should be focusing on how we can have the best academics for our kids.

We know many of other parents that are desperate for a choice with an option that puts academics first. That's why we fully support The Academy of Seminole and we are excited to see it come to our community!

Sincerely,

Aaron & Christen Campbell

Rebecca Nolte

From: Julie <julie77ann@gmail.com>
Sent: Thursday, June 23, 2016 8:02 PM
To: Rebecca Nolte
Subject: [EXT] Charter school

To whom it may concern:

I have children that currently go to Seminole middle school and high school. I think it would be beneficial to have a charter school in Seminole. I know there are many parents that are unhappy with seminole schools and transfer their children out of the district. I know lots of people that would be interested in sending their kids to one if it were to open and also teachers that would like to work there. Diversity is good and honestly with the amount of unhappy parents in seminole I think it would be a perfect place.

Thanks Julie Parks Sent from my iPhone

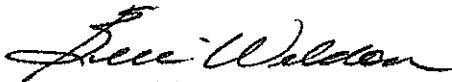
July 12, 2016

To Whom It May Concern

I was interim Seminole Superintendent of Schools for the 2015-2016 school year. During that time unfortunately our high school was deemed unsafe for class work and we had to move our kids to a call center that was a converted grocery store. The facility situation and divisive school board have been well documented. Both have left parents frustrated and despondent due to this toxic environment. The students and parents are in desperate need of an option.

I believe that option should be the proposed Academy of Seminole Advance Rural Education that is being applied for.

Sincerely,



Bill Weldon

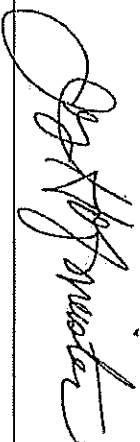
P.O. Box 585
Maysville, Oklahoma 73057
405-659-7890

Office of State Superintendent State of Oklahoma

The State Superintendent of Public Instruction
expresses appreciation and congratulations to

Jenifer Humphreys

upon Successful Completion of **Charter School Training** for exemplified
excellence and commitment to academic achievement and student success,
and serves as a model for quality values and esteemed character in our
community and throughout the Great State of Oklahoma.



JOY HOFMEISTER, STATE SUPERINTENDENT OF PUBLIC INSTRUCTION
OKLAHOMA STATE DEPARTMENT OF EDUCATION

MARCH 3, 2015



Appendix E

Oklahoma Charter School - Template 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 ? (Note: All subgroups will be evaluated separately) | | |
| 1.3.2—Are students in all subgroups achieving proficiency on statewide assessments in Math ? (Note: All subgroups will be evaluated separately) | | |
| 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? (Note: All subgroups will be evaluated separately) | | |
| 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? (Note: All subgroups will be evaluated separately) | | |
| 1.5—Postsecondary Readiness | | |
| 1.5.1—Assessment Participation | | |
| 1.5.2—Assessment Performance | | |
| 1.6—Graduation Rate | | |



Oklahoma Charter School - Template 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"> o Meets Standard At least 60% of FAY students score proficient or advanced on OSTP o Does Not Meet Standard 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"> o Meets Standard At least 60% of FAY students score proficient or advanced on OSTP o Does Not Meet Standard 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"> o Meets Standard 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 o Does Not Meet Standard 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"> o Meets Standard 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 o Does Not Meet Standard 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 |



Oklahoma Charter School - Template 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? (Note: All subgroups will be evaluated separately)</p> <ul style="list-style-type: none"> ○ Meets Standard At least 60% of FAY students score proficient or advanced on OSTP ○ Does Not Meet Standard 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? (Note: All subgroups will be evaluated separately)</p> <ul style="list-style-type: none"> ○ Meets Standard At least 60% of FAY students score proficient or advanced on OSTP ○ Does Not Meet Standard 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? (Note: All subgroups will be evaluated separately)</p> <ul style="list-style-type: none"> ○ Meets Standard 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 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? (Note: All subgroups will be evaluated separately)</p> <ul style="list-style-type: none"> ○ Meets Standard 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 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 |

Oklahoma Charter School - Template Academic Performance Framework

| 1.5—Postsecondary Readiness | |
|--|---|
| <p>1.5.1—Assessment Participation</p> <ul style="list-style-type: none"> ○ Meets Standard At least 70% of FAY students in the 11th and 12th grades will have taken the ACT, SAT, PSAT, or ASVAB at least once. ○ Does Not Meet Standard Less than 70% of FAY students in the 11th and 12th grades will have taken the ACT, SAT, PSAT or ASVAB at least once. | <p>1.5.2—Assessment Performance</p> <ul style="list-style-type: none"> ○ Meets Standard The most recent year's average ACT, SAT, PSAT, 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 The most recent year's average ACT, SAT, PSAT 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 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 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. | |



Oklahoma Charter School - Template 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 ? (Note: All subgroups will be evaluated separately)* | 1 | |
| 1.3.2—Are students in all subgroups achieving proficiency on statewide assessments in Math ? (Note: All subgroups will be evaluated separately)* | 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? (Note: All subgroups will be evaluated separately)* | 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? (Note: All subgroups will be evaluated separately)* | 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.



Oklahoma Charter School - Template 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? | | |

Oklahoma Charter School - Template 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 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 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 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 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 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 the three years, and cash flow in the most recent year is positive. ○ Does Not Meet Standard 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 Debt to Asset Ratio is less than 0.9 ○ Does Not Meet Standard Debt to Asset Ratio is greater than 0.9 |



Oklahoma Charter School - Template *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 All reports were filed on time. ○ Does Not Meet Standard 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 All reports were filed on time over the term of the charter contract. ○ Does Not Meet Standard 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 | |
|---|--|
| $[(\text{Points Earned})/(\text{Points Available})]*100 = \text{Score}$ | |



Oklahoma Charter School - Template 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 (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) | | |
| 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)? | | |



Oklahoma Charter School - Template Organizational Performance Framework

| 3.0—Organizational Performance Framework | |
|--|--|
| 3.1—Attendance | |
| 3.1—Attendance Rate | |
| <ul style="list-style-type: none">○ Meets Standard 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 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 | |
| 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 |
| <ul style="list-style-type: none">○ Meets Standard The recurrent enrollment for this year is equal to or greater than 75%.○ Does Not Meet Standard The recurrent enrollment for this year is less than 75%. | <ul style="list-style-type: none">○ Meets Standard The cumulative average recurrent enrollment is equal to or greater than 75% over the term of the charter contract.○ Does Not Meet Standard The cumulative average recurrent enrollment is less than 75% over the term of the charter contract. |

Oklahoma Charter School - Template 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 The board of governance for the school consistently complies with requirements in the Open Meetings & Open Records Acts. ○ Does Not Meet Standard 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 There were no findings on the school's most recent Accreditation Report. ○ Does Not Meet Standard 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 There were no findings on any of the Accreditation Reports over the term of the charter contract. ○ Does Not Meet Standard 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 The school has consistently met all requirements for the school website(s) as described in the Oklahoma statute and by the State Department of Education. ○ Does Not Meet Standard The school has not consistently met all requirements for the school website(s) as described in the Oklahoma statute and by the State Department of Education. | |



Oklahoma Charter School - Template 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 All reports were filed on time.○ Does Not Meet Standard 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 All reports were filed on time over the term of the charter contract.○ Does Not Meet Standard 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 All reports were filed on time.○ Does Not Meet Standard 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 All reports were filed on time.○ Does Not Meet Standard One or more reports were not filed on time. |
| 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 Students and families have access to support structures 24 hours per day and seven (7) days per week.○ Does Not Meet Standard Students and families do not have access to support structures 24 hours per day and seven (7) days per week. | |



Oklahoma Charter School - Template 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 | |
|---|--|
| $[(\text{Points Earned})/(\text{Points Available})]*100 = \text{Score}$ | |



Oklahoma Charter School - Template 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 | |

**BYLAWS
OF
ADVANCE RURAL EDUCATION FOUNDATION**

Adopted as of May 3, 2016

ARTICLE I

Name and Purposes

Section 1. Name. The name of this corporation is Advance Rural Education Foundation.

Section 2. Purposes. The corporation is organized under the laws of the State of Oklahoma for charitable and educational purposes as set forth in the certificate of incorporation.

ARTICLE II

Offices

Section 1. Principal Offices. The principal offices of the corporation shall be located in Seminole, Oklahoma. The corporation may also have offices at such other places as the board of directors may from time to time determine or as the business of the corporation requires.

Section 2. Registered Office. The corporation shall have and continuously maintain in the State of Oklahoma a registered office and a registered agent whose office shall be identical with such registered office.

ARTICLE III

Directors

Section 1. Powers. The business and affairs of the corporation shall be managed by or under the direction of its board of directors. The directors shall serve as the members of the corporation. The directors shall have all powers and authority provided in the certificate of incorporation and permitted by law.

Section 2. Number and Election. The board of directors shall consist of not less than three (3) nor more than nine (9) members. The directors shall be elected by the members of the board of directors at each annual meeting of the board of directors. Members of the board of directors shall be elected by a majority of the total membership of the board of directors.

Section 3. Vacancies. Vacancies of directors shall be filled by a majority vote of the board of directors. Directors so elected shall serve for the remainder of the term of the vacant position.

Section 4. Place of Meetings. Board meetings may be held at such places, within or without the State of Oklahoma, as stated in these bylaws or as the board may from time to time determine or as may be specified in the call of any meetings.

Section 5. Regular Meetings. The annual meeting of the board shall be held at such time as shall be fixed by resolution of the board, for the purpose of electing officers and transacting any other business that may properly come before the meeting. Additional regular meetings of the board may be held at such place and at such time as shall be fixed by resolution of the board but in the absence of such resolution shall be held upon call by the president or a majority of directors.

Section 6. Special Meetings. Special meetings of the board may be called by the president or by a majority of the directors then in office. Notice of a special meeting shall be given to each director at the time and in the manner determined by the president. Such notice shall set forth the time and place of such meeting but need not, unless otherwise required by law, state the purposes of the meeting. A majority of the directors present at any meeting may adjourn the meeting from time to time without notice other than announcement at the meeting.

Section 7. Quorum. A majority of the total number of directors excluding any vacancies shall constitute a quorum for the transaction of business at any meeting of the board. If at any meeting a quorum is not present, a majority of the directors present may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum is present. Except as otherwise specified in these bylaws, the act of a majority of directors present in person at a meeting at which a quorum is present shall be the act of the board of directors.

Section 8. Presence at Meeting. Members of the board of directors, or of any committee thereof, may participate in a meeting of such board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall be deemed presence in person at such meeting.

Section 9. Action Without Meeting. Any action required or permitted to be taken at any meeting of the board of directors, or of any committee thereof, may be taken without a meeting if all members of the board or such committee, as the case may be, consent thereto in writing, and such written consent is filed with the minutes of the proceedings of the board or such committee.

Section 10. Committees of the Board. The board of directors may, by resolution passed by a majority of the whole board, designate one or more committees, each such committee to consist of one or more of the directors of the corporation and have such name or names as may be determined from time to time by resolution adopted by the board. The board may designate one or more directors as alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution, shall have and may exercise the powers of the board of directors in the management of the business and affairs of the corporation, and generally perform such duties and exercise such powers as may be directed or delegated by the board of directors from time to time. Each such committee shall keep regular minutes of its proceedings and report the same to the board of directors as and when required.

Section 11. Compensation. The compensation of the directors, if any, shall be fixed by resolution of the board of directors, but no such resolution will create any contractual right to the continuation of such compensation for any period of time. Upon resolution of the board of directors, directors may be reimbursed for reasonable expenses incurred in attending any meeting of the board or of any committee.

ARTICLE IV

Officers

Section 1. Election. At the annual meeting of the board, there shall be elected such officers as may be necessary to enable the corporation to sign instruments which comply with the Oklahoma General Corporation Act. Such officers may include a president, one or more vice presidents (who may be designated by different classes), a secretary, a treasurer and other officers.

Section 2. Term, Removal and Vacancies. Any officer elected or appointed by the board may be removed at any time by the board whenever in its judgment the best interests of the corporation would be served thereby. A vacancy in any office shall be filled by the board of directors.

Section 3. President. The president shall be selected from the directors then serving. The president shall be subject to the direction of the board of directors and shall perform such duties as may be assigned by the board. The president shall serve as president of the board and shall preside at all meetings of the board of directors. The responsibilities of the president shall include acting as a representative of the corporation to the public as well as to governmental and voluntary organizations. The president shall have authority to execute deeds, mortgages, leases and contracts or other instruments of the corporation, except where the signing and execution are expressly delegated by the board of directors or by the president to some other officer or agent of the corporation. In addition, the president shall in general have such authority and perform all other duties incident to the position of president of a nonprofit corporation.

Section 4. Vice President. The vice president shall perform such duties as the board of directors or the president may assign. In the absence or inability to act of the president, the vice president shall perform the duties and discharge the responsibilities of the president.

Section 5. Secretary and Assistant Secretary. The secretary shall keep corporate records and shall give notice of, attend, and record minutes of meetings of directors. The secretary shall, in general, perform all duties incident to the office of secretary and such other duties as the board of directors or the president may assign. The secretary may delegate any such duties to an assistant secretary.

Section 6. Treasurer. The treasurer shall be responsible for developing budgets and reporting to the board on the financial affairs of the corporation. The treasurer shall also perform such duties as the board of directors or the president may assign.

Section 7. Executive Director. The board may appoint an executive director or co-executive directors of the corporation. If appointed, the executive director shall (a) have the overall supervision of the business of the corporation and shall direct the affairs and policies of the corporation, subject to any directions that the board of directors may give; (b) have authority to designate the duties and responsibilities to specified officers, so long as such designations are not inconsistent with these bylaws or any action of the board of directors; (c) assure that the corporation conforms with the requirements of authorized regulatory authorities; (d) oversee compliance with the laws and regulations of federal, state and local governmental authorities; (e) carry out all policies and procedures established by the board of directors; and (f) in general, perform all other duties incident to the position of chief management, administrative and

operating officer of a corporation and have such authority and responsibilities as may be prescribed by the board of directors. The responsibilities of the executive director shall include acting as a representative of the corporation to the public and to governmental and voluntary organizations and reporting to the board of directors on the performance of corporate functions. The executive director, in addition to the president, shall have authority to execute deeds, mortgages, leases and contracts or other instruments of the corporation, except where the signing and execution are expressly reserved and delegated by the board of directors to some other officer or agent of the corporation.

ARTICLE V

General Provisions

Section 1. Contracts. The board of directors may authorize any officer, employee or agent of the corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. Borrowing. No loan shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors. Such authority may be general or confined to specific instances.

Section 3. Voting of Stock of Other Corporations. If the corporation holds shares of stock of any other corporation, unless otherwise ordered by the board, the president or vice president shall have full power and authority, in the name of and on behalf of the corporation, to attend, act and vote at any meeting of shareholders of any company in which the corporation may hold shares of stock, and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such shares and which, as the holder thereof, the corporation might possess and exercise if personally present, and may exercise such power and authority through the execution of proxies or may delegate such power and authority to any other officer, agent or employee of the corporation.

Section 4. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, employee or employees, agent or agents of the corporation and in such manner as shall from time to time be determined by the board of directors, or as directed by the president.

Section 5. Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the board of directors may select.

Section 6. Gifts. The board of directors may accept on behalf of the corporation any contribution, gift, bequest or devise for unrestricted purposes or for any specific purpose consistent with the general purposes of the corporation.

Section 7. Policy Against Discrimination. No person, corporation or organization shall, on the basis of race, color, national origin, religion, sex or physical disability or impairment, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity sponsored or conducted by the corporation.

ARTICLE VI

Indemnification of Officers, Directors, Employees and Agents

Section 1. Indemnification. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture or other enterprise against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in good faith and in or not opposed to the best interest of the corporation and with respect to any criminal action or proceeding had reasonable cause to believe that his or her conduct was unlawful.

Section 2. Procedure. Any indemnification permitted herein (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 1 of Article VI. Such determination shall be made (a) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion.

Section 3. Prepayment. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding as authorized by the board of directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation as authorized in this Article.

Section 4. Nonexclusive. The indemnification provided by this Article shall not be exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a

person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 5. Insurance. The corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability under the provisions of this Article.

Section 6. Limitation. Notwithstanding any of the foregoing, to the extent that indemnification under this Article VI would result in a prohibited transaction or an act of self-dealing under Section 4941 of the Internal Revenue Code of 1986, as amended (the "Code") or corresponding provisions of any subsequent federal tax laws (all references herein to the Code shall include reference to any corresponding provisions of any subsequent federal tax laws), such indemnification is prohibited.

ARTICLE VII

Amendments

The certificate of incorporation and these bylaws may be altered, amended or repealed by an affirmative vote of two-thirds of all of the members of the board of directors at the annual or any regular meeting of the board or at any special meeting of the board if notice of the proposal is provided in accordance with these bylaws.

**ORGANIZATIONAL ACTION
OF
BOARD OF DIRECTORS
OF
ADVANCE RURAL EDUCATION FOUNDATION**

Pursuant to Section 12 of the Oklahoma General Corporation Act whereby the board of directors of any corporation may take any action which could be taken at an organizational meeting by means of a written memorandum signed by all of the directors, the undersigned, being all of the members of the Board of Directors of Advance Rural Education Foundation, an Oklahoma not-for-profit corporation, did, effective May 3, 2016, adopt and consent to the following resolutions:

RESOLVED, that the following persons are hereby elected to the offices of the corporation which are set out opposite their names below, to serve until their successors are duly elected and qualified:

President
Secretary

Paul Campbell
Patricia Hudson

WHEREAS, the Incorporators took certain actions on behalf of the corporation prior to its formation, including the execution and filing of the corporation's Certificate of Incorporation.

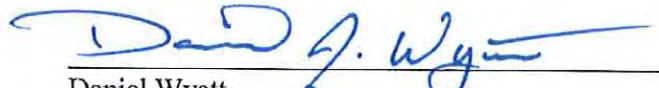
NOW, THEREFORE, BE IT RESOLVED, that the actions of the Incorporators are hereby accepted, ratified and affirmed, and that the secretary of the corporation is hereby directed to file said Certificate of Incorporation in the minute book of the corporation.

RESOLVED, that the form of bylaws for the regulation and management of the affairs of the corporation entitled "Bylaws of Advance Rural Education Foundation" and dated May 3, 2016 is hereby adopted as the bylaws of the corporation and ordered to be made a part of the permanent records of the corporation.

RESOLVED, that the conflict of interest policy entitled the "Advance Rural Education Foundation Conflict of Interest and Confidentiality Policy" is hereby adopted as the bylaws of the corporation and ordered to be a part of the permanent records of the corporation.


* * * *

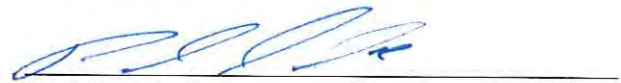
Dated the day and year first above mentioned.


Daniel Wyatt


Donna Quinalty


Ed Mann


Patricia Hudson


Paul Campbell

“DIRECTORS”

The Board membership has changed since May 2016. The Board Minutes and/or additional Board meeting documents may be furnished upon request.

ADVANCE RURAL EDUCATION FOUNDATION
CONFLICTS OF INTEREST AND CONFIDENTIALITY POLICY

Article I
Purpose

The purpose of the conflict of interest policy is to protect the Advance Rural Education Foundation (the "Foundation") interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Foundation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II
Definitions

1. Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the Foundation has a transaction or arrangement,
- b. A compensation arrangement with the Foundation or with any entity or individual with which the Foundation has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Foundation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III

Procedures

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the board or committee shall determine whether the Foundation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Foundation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

- a. If the board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV
Records of Proceedings

The minutes of the board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V
Compensation

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the Foundation for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Foundation for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Foundation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI
Annual Statements

Each director, principal officer and member of a committee with board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Foundation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Article VII
Periodic Reviews

To ensure the Foundation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Foundation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Article VIII
Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Foundation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

Article IX
Confidentiality

No director, committee member or officer shall use or disclose Confidential Information received or learned as a result of his or her position that has potential commercial value to third parties; or from which the director, committee member or officer has the potential to realize personal financial gain; or if use or disclosure of Confidential Information otherwise would be detrimental to the interests or welfare of the foundation.

"Confidential Information." All information concerning the business, affairs, properties, operations, contracts, financial condition, prospects, donor information, plans, business relationships, results of operations, or internal affairs of the foundation shall constitute "Confidential Information," unless such information is or becomes generally available to the public other than as a result of an unauthorized disclosure, or is required to be disclosed by law or by a judicial, administrative or regulatory authority.