

TITLE 777. STATEWIDE VIRTUAL CHARTER SCHOOL BOARD

CHAPTER 10. STATEWIDE VIRTUAL CHARTER SCHOOLS SUBCHAPTER 3. STATEWIDE VIRTUAL CHARTER SCHOOL SPONSORSHIP

777:10-3-3. Applications to sponsor statewide virtual charter schools; renewal and termination of contracts for sponsorship of statewide virtual charter schools

(a) **Sponsorship application cycle and timelines.** To ensure that timely processing, review, and consideration of applications for sponsorship occurs within the time periods specified by 70 O.S. § 3-134, and to ensure that the application process is completed with sufficient time for new schools to comply with all statutory reporting requirements for the beginning of the next school year, (e.g., statutory state finance reporting deadlines for state aid purposes) the ~~Statewide Virtual Charter School Board shall establish a schedule for each year's application cycle for charter school sponsorship requests. No later than September 1 of each school year, the Board shall approve a timeline for the application cycle for the following school year that sets forth deadlines for each of the following events is as follows:~~

- (1) Completion of charter school training required by 70 O.S. § 3-134(A) prior to submission of letter of intent to submit an application;
- (2) Submission of a letter of intent to submit an application by May 1 prior to the July 1 application deadline;
- (3) Submission of a full application for statewide virtual charter school sponsorship by July 1 of the year prior to the first year of proposed operation;
- (4) Public presentation of application/proposal for sponsorship at the next regularly scheduled Statewide Virtual Charter School Board meeting;
- (5) Review of application and recommendation by State Department of Education staff;
- (6) Statewide Virtual Charter School Board decision on application for sponsorship at a subsequent Board meeting;
- (7) Submission of an amended application within thirty (30) days of receipt of notification of rejection;
- (8) Board decision on amended application, if applicable, within thirty (30) days of receipt of amended application; and
- (9) Negotiation and execution of a contract for sponsorship.

(b) **Sponsorship application requirements.** In addition to meeting the requirements of 70 O.S. § 3-134, new applications to the Statewide Virtual Charter School Board for sponsorship of a statewide virtual charter school must include the following information in the sponsorship proposal:

(1) For initial consideration for sponsorship, every applicant shall submit a set of policies and procedures governing administration and operation of the proposed statewide virtual charter school. The policies and procedures governing administration and operation of the proposed statewide virtual charter school shall be incorporated into the terms of the contract of the virtual charter school, and shall include, but are not limited to, all of the following subject areas:

- (A) Each of the following provisions required by 70 O.S. § 3-135:
 - (i) A description of the charter school program offered by the school which complies with the purposes outlined in 70 O.S. § 3-136;
 - (ii) Student admission and enrollment policies and procedures;
 - (iii) Management and administration of the charter school;
 - (iv) Requirements and procedures for program and financial audits;
 - (v) All of the requirements set forth in 70 O.S. § 3-136, including, but not limited to, compliance with all regulations of the State Department of Education

(F) Describe how the governing body will ensure a sound and stable financial condition for the school, including:

- (i) description of the roles and responsibilities of the treasurer and financial officers, and how each has demonstrated experience in school finance or the equivalent thereof;
- (ii) financial policies, including financial controls and compliance with audit requirements;
- (iii) financial plan for the first five years of operation;
- (iv) start-up and five-year budgets and cash flow projections; The documents provided must account for the school's anticipated enrollment, as well as, a budget if the school only realizes a portion of the school's anticipated enrollment.
- (v) anticipated fundraising plan, if applicable, ~~and~~;
- (vi) insurance coverage/plan; and
- (vii) verifiable proof of secured funds for each source of revenue, and documentation to support any agreement, donation or loan that supports the budget.

(G) Describe how the governing body will ensure the delivery of a high-quality education program that meets academic performance for growth, proficiency, and college career readiness, including:

- (i) grade levels served;
- (ii) plan for program delivery and program evaluation;
- (iii) curriculum and instructional model, including learning environment, curriculum overview, curriculum materials, instructional strategies, equipment and technology requirements, alignment with Oklahoma academic standards,
- (iv) student assessment, including plan to measure and report student progress, and benchmarks for student learning, district/school assessments, Oklahoma School Testing Program;
- (v) plan for support structures (e.g. online tutoring, home mentors, and technical support services in place 24x7) in addition to teacher support,
- (vi) plan for support of diverse learners, (students at-risk for poor learning outcomes, academically behind learners, and other students identified through testing and assessments as being in need of targeted remediation, intervention, and/or support);
- (vii) co-curricular and extracurricular activities; ~~and~~
- (viii) student performance; and
- (ix) school culture.

(H) Include a concise plan that details expected school growth and how the school will evolve to meet the needs of school growth.

(I) Demonstrate the applicant's experience in pre-kindergarten through 12th grade school operation.

(3) Each applicant shall provide documentation of its school's ability to meet each of the following requirements specific to the virtual delivery of education services:

(A) That each statewide virtual charter school is adequately prepared to deliver services to all enrolled students on the school's first day of operation and for all required instructional hours for every school year through a stable virtual platform;

(B) That each statewide virtual charter school has consistent procedures in place governing admission, transfers, enrollment, and withdrawal of students;

(C) That each statewide virtual charter school has consistent procedures in place governing admission, child find responsibilities, evaluation, and re-evaluation of students with disabilities, as well as applicable procedural safeguards and policies and procedures to ensure provision of free appropriate online and other educational and related services, supplementary aids and services, modifications, accommodations, supports for personnel, and other technical supports provided in the least restrictive environment to students with disabilities and/or other special needs in compliance with applicable federal and state laws and regulations, including:

- (i) Students who require or may require individualized education programs pursuant to the Individuals with Disabilities Education Act (IDEA); and
- (ii) Students who require or may require accommodations, regular or special education and related aids, or other services under a plan developed in accordance with the requirements of Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act;

(D) That each statewide virtual charter school has consistent procedures in place governing the admission, identification, evaluation, re-evaluation, parental notification, and provision of educational programs and services in compliance with applicable federal and state laws and regulations to students with special needs or unique abilities, including, but not limited to:

- (i) Students who are English Language Learners/Limited English Proficient and who require services as necessary to overcome language barriers and ensure that they can participate meaningfully in the district's education programs; and
- (ii) Students who meet the definition of "gifted and talented children" set forth in 70 O.S. § 1210.301;

(E) That each statewide virtual charter school complies with state and federal law in protection and handling of student records and data, including, but not limited to, protocols for secure storage and transmission of student data;

(F) That each statewide virtual charter school has consistent procedures and technology in place necessary to monitor and report student attendance, student participation in online school activities, and any necessary instruction in accordance with the requirements of state law;

(G) That each statewide virtual charter school has fair and consistent procedures in place to implement necessary and appropriate practices to promote student discipline that include sufficient due process protections for students facing accusations of conduct which may result in suspension and/or expulsion of a student;

(H) That each statewide virtual charter school has consistent procedures and technology in place to ensure delivery of services and that each virtual charter school provider has an adequate plan in place for communicating emergency procedures to students in the event of technical failures of equipment and/or loss of connectivity ~~as a result of weather conditions;~~

(I) That each statewide virtual charter school has consistent procedures and technology in place to ensure consistent and adequate communication with parents/guardians of students and provide student progress and academic reports to parents/guardians of students; and

(J) That each statewide virtual charter school has provided a full description and explanation of the grade levels in which the provider intends to provide instruction and, for each charter school that offers secondary level coursework for grades nine (9) through

twelve (12), whether the charter school will offer coursework as necessary to comply with the graduation requirements of 70 O.S. § 11-103.6 and accompanying regulations.

(4) Each applicant shall provide a written plan for compliance with all state and federal financial recording and reporting requirements for state and federal funds that are applicable to public school districts, including, but not limited to compliance with:

- (A) The School District Transparency Act at 70 O.S. § 5-135.4 et seq.;
- (B) The Oklahoma Public School Audit Law at 70 O.S. §22-101 et seq.;
- (C) Annual itemized expenditure budget and request for appropriated funds and estimate of revenues required by 70 O.S. § 5-128.1; and
- (D) Statutes and regulations pertaining to the Oklahoma Cost Accounting System (OCAS).

(5) Each application shall include a contact name, mailing address of record, phone number, and email address of the governing body at which all written notices required by 70 O.S. § 3-134 shall be served. In the event that a change in contact information occurs during the application process, the governing body shall provide the Board with updated contact information in writing within five (5) business days of the date that the change occurs.

(c) **Filing, review, approval, and denial of charter school applications for sponsorship.** All applications for sponsorship shall be submitted by the governing body of the prospective charter school to the Statewide Virtual Charter School Board by filing an original and sixteen (16) copies of the application with the Statewide Virtual Charter School Board. Upon receipt of an application for sponsorship, the Board shall stamp the application to record the date of receipt, and shall promptly submit written confirmation of the receipt of the application to the contact name and address of record of the governing body listed on the application.

(1) **Application format.**

(A) The text and attachments shall use standard one-inch margins, be clearly paginated, and use a readable font not smaller in type than 11 point₂.

(B) A cover page shall be labeled *Application for Initial Authorization* and include the following information:

- (i) Name of proposed school;
- (ii) Address of proposed school;
- (iii) Contact information: name, title, phone, email address; ~~and~~
- (iv) Application submission date; and
- (v) Name of applicant(s) and requested sponsor.

(C) A cover letter not to exceed two pages shall provide a brief overview of the proposed school₂.

(D) A clearly labeled table of contents shall be included setting forth all major sections (Foundation for the School Charter, Organizational Capacity, Financial Management, Education Program and Performance, Growth Plan), appendices, and page numbers₂.

(E) Tables, graphs, and other data provided in the application shall be clearly presented and explained and shall be relevant to the text₂.

(F) The application shall include a signed and notarized ~~statement~~ statements from the Head of the School and the governing body members, as applicable, showing their agreement to fully comply as an Oklahoma public charter school with all ~~state and federal laws and regulations and specifically the Oklahoma Open Meeting and Open Records Acts; and~~ statute, regulations, and requirements of the United States of America, State of Oklahoma, Statewide Virtual Charter School Board, and Oklahoma Department of Education. Specifically cite agreement to abide by the Oklahoma Open Meeting Act and

the Oklahoma Open Records Act, and to guarantee access to education and equity for all eligible students regardless of their race, ethnicity, economic status, academic ability, or other factors as established by law. In addition, the head of school and governing body members, as applicable, will guarantee to establish the components necessary to begin school operations in the State of Oklahoma on July 1 of the first year, including a public administration facility, state-approved school financial system, state-approved student information system, and secured applicable connections to state reporting systems.

(G) The application shall include documentation of applicant's completion of charter school training.

(2) **Initial review and recommendation.** Prior to consideration of the application by the Statewide Virtual Charter School Board, a review panel may be formed by the Executive Director for the purpose of developing a recommendation on the application to the Board for consideration. The panel, chaired by the Executive Director, may include representatives with expertise in the area of accreditation, education services, technology, school finance, federal programs, education law, curriculum, instruction, special education, and student information.

(3) **Application review and criteria.** In reviewing an application for sponsorship of a statewide virtual charter school, the Statewide Virtual Charter School Board shall determine whether the applicant's proposal for sponsorship complies with the provisions of 70 O.S. § 3-134 and other applicable provisions of the Oklahoma Charter Schools Act. In addition, the Board may consider any other factors demonstrating the applicant's capacity to successfully comply with the goals set forth in its mission statement and applicable state, federal, tribal and/or local statutes and regulations. Such factors may include, but are not limited to the following:

(A) Whether the applicant can demonstrate previous experience in operation of one or more virtual charter schools;

(i) If the applicant cannot demonstrate previous experience in operation of one or more virtual charter schools, whether applicant has sufficient resources in place to ensure compliance with applicable state, federal, tribal and/or local statutes and regulations;

(ii) If the applicant can demonstrate previous experience in operation of a virtual charter school, whether applicant has a history of non-compliance with applicable state, federal, tribal and/or local statutes and regulations either in the State of Oklahoma or in other jurisdictions;

(B) Whether the applicant has provided evidence demonstrating financial stability;

(C) Whether the criteria designed to measure the effectiveness of the charter school proposed by the applicant is reasonably calculated to provide accurate benchmarks for evaluation of teacher effectiveness and student learning; and

(D) Whether the charter school has adequate human resources, facilities, systems, and structures in place as necessary to evaluate the needs of and provide services to students with disabilities, English Language Learners, and gifted and talented students.

(4) **Acceptance or denial of sponsorship applications.** The Statewide Virtual Charter School Board shall review and consider the application in accordance with the timeline established pursuant to (a) of this Section, provided that a final decision on the application shall be made no later than ninety (90) calendar days from the date of receipt of the application by the Statewide Virtual Charter School Board. The Board shall promptly submit written notification of the decision of the Board, including reasons for rejection of the application, if applicable, to the applicant via certified mail, return receipt requested, to the address of record of the governing body designated on the application.

(5) **Reconsideration of sponsorship applications.** In the event of a denial of an application for sponsorship, the applicant may submit a revised application for reconsideration in accordance with the following procedures:

(A) The revised application for reconsideration shall be filed with the Board within thirty (30) calendar days after the date of receiving notification of the rejection. The revised application shall meet all of the application requirements set forth in this Section. In the event that delivery of written notification required by (2) of this subsection is refused by the applicant or returned as undeliverable due to the applicant's failure to update the contact of record in accordance with the requirements of (b)(4) of this Section, the date of receipt of notification of the rejection shall be considered the date of the meeting at which the Board took action on the proposed application.

(B) Within five (5) business days of the date of receipt of the application for reconsideration, the Board shall promptly set the application for consideration at a meeting of the Board and submit notification of the date, time, and place of the meeting to the applicant to the contact of record. The meeting to consider the application shall occur within thirty (30) days of the date of receipt of the application.

(C) The Statewide Virtual Charter School Board shall take action to accept or reject the revised application within thirty (30) days of its receipt by the Board.

(6) **Appeal of denial of sponsorship applications.** The procedures for filing appeals to the State Board of Education shall be governed by 70 O.S. § 3-145.3 and the policies and rules adopted by the State Board of Education, with a copy of the appeal mailed to the Statewide Virtual Charter School Board.

(d) **Requirements of the sponsorship contract.** Contracts for sponsorship between the Statewide Virtual Charter School Board and the governing body of a statewide virtual charter school shall include terms that meet all of the following requirements:

(1) The contract shall incorporate the provisions of the charter of the school in accordance with the requirements of 70 O.S. § 3-135, and the charter shall comply with the provisions of 70 O.S. § 3-136;

(2) The contract shall contain terms addressing all of the requirements set forth in 70 O.S. § 3-135;

(3) The contract shall contain terms setting forth measurable goals and objectives for student performance;

(4) The contract shall contain terms specifying standards for fiscal accounting and management that ensure the compliance of the charter school with all applicable provisions of state and federal statutes and regulations pertaining to requests for appropriations and recording and reporting receipt and expenditures of public funds, including, but not limited to:

(A) Terms providing that the charter school shall conduct annual financial audits in accordance with the requirements of the Oklahoma Public School Audit Law;

(B) Terms providing that the charter school shall comply with all State Department of Education deadlines necessary for budgeting, calculation of appropriations and/or disbursements of state aid and/or federal aid;

(C) Terms providing that the charter school shall comply with all deadlines for recording and reporting of state aid revenue and expenditures;

(D) Terms providing that the charter school shall comply with all requirements of the Oklahoma Cost Accounting System (OCAS); ~~and~~

(E) Terms providing that the charter school shall comply with all provisions of the School District Transparency Act at 70 O.S. § 5-135.4 et seq.;

(F) Terms providing that the charter school will provide any and all records of the school including, but not limited to, financial records upon request by the sponsor;

(G) Terms providing that the charter school will provide any and all school records including, but not limited to, financial records from education service providers upon request by the sponsor;

(H) Terms providing that the school is subject to requests for audit by the State Auditor's office;

(I) Terms providing that the charter school shall adopt a viable conflict of interest policy and a code of ethics;

(J) Terms providing that the charter school submit three data-driven goals and measurement criteria, including one non-academic goal, and included in the Performance Framework.

(5) The policies and procedures governing administration and operation of the statewide virtual charter school shall be incorporated into the terms of the contract;

(6) The term of the initial contract shall be effective for five (5) years from the first day of operation in accordance with the provisions of 70 O.S. § 3-137;

(7) The term of the contract shall designate at least one contact name and address of record of the governing body of the charter school to which all notices required by the terms of the contract and/or this Section shall be served, including the name, title, mailing address, email address, and phone number of all individual(s) authorized to receive service of notices required by this Section and pursuant to the terms of the contract; ~~and~~

(8) The contract shall contain any other terms necessary to ensure compliance with applicable provisions of state and/or federal law.

(e) **Renewals of contracts for sponsorship of statewide virtual charter schools.** Renewal of a contract with a statewide virtual charter school sponsored by the Statewide Virtual Charter School Board shall be conducted in accordance with the requirements of the Oklahoma Charter Schools Act.

(1) **Requests for renewal of contract for sponsorship.** Requests for renewal of the contract for sponsorship shall be submitted by the governing body of the charter school in accordance with the following procedures:

(A) At least one (1) year prior to expiration of the initial contract term, but no earlier than eighteen (18) months prior to the date of expiration of the contract; the governing body of the charter school may submit a proposal for renewal of the contract to the Statewide Virtual Charter School Board by filing an original and seven (7) copies of the proposal with the Board.

(B) The Board shall schedule the request for renewal as an item on the agenda for the next regular meeting of the Board, or at a subsequent meeting if the proposal for renewal is not received until after the agenda for the next meeting has already been set. The Board shall timely submit written notice of the date, time, and location of the meeting at which the proposal for renewal will be considered and/or heard by regular mail to the governing body of the charter school at the address of record set forth in the sponsorship contract. In addition, the Board may send a courtesy copy of the notice by facsimile, and/or email. If the Board will act on the proposal for renewal at a subsequent meeting of the Board, similar notice of such meeting shall be sent to the governing body of the charter school.

(C) The Board shall review the proposal for renewal and take action on the request for renewal no later than eight (8) months prior to the date of expiration of the contract.

- (D) The Board may base its decision to deny the charter school governing body's request for renewal upon any of the grounds for nonrenewal or termination set forth in 70 O.S. § 3-137 and/or (f)(1) of this Section.
- (2) **Format for renewal application.** The renewal application shall include:
- (A) Text and attachments using standard one-inch margins, clearly paginated, and using a readable font not smaller in type than 11 point;
- (B) A cover page labeled *Application for Reauthorization*, including the following information:
- (i) Name of school;
 - (ii) Address of school;
 - (iii) Contact information: name, title, phone, email address;
 - (iv) Date application approved by governing body; and
 - (v) Application submission date;
- (C) A cover letter no more than two pages in length providing a brief overview of the school's mission, design elements, and major challenges and accomplishments over the term of the current contract;
- (D) A clearly labeled table of contents setting forth all major sections, appendices, and page numbers;
- (E) Clearly labeled attachments provided in the appendix;
- (F) Clearly labeled tables, graphs, and other data provided in this application in addition to an explanation of their relevance to the text;
- (G) A signed and notarized statement from the Head of the School and the governing body members, as applicable, showing their consideration and approval of the reauthorization application and their agreement to fully comply, as an Oklahoma public charter school with all state and federal laws and regulations and specifically the Oklahoma Open Meeting and Open Records Acts; and statute, regulations, and requirements of the United States of America, State of Oklahoma, Statewide Virtual Charter School Board, and Oklahoma Department of Education. Specifically cite agreement to abide by the Oklahoma Open Meeting Act and the Oklahoma Open Records Act, and to guarantee access to education and equity for all eligible students regardless of their race, ethnicity, economic status, academic ability, or other factors; and
- (H) A single page entitled *Introduction to the School* containing, at a minimum, the following list of information:
- (i) Name of school;
 - (ii) Location of School;
 - (iii) Year Opened;
 - (iv) Year Renewed, if applicable;
 - ~~(v) Maximum enrollment;~~
 - ~~(vi)~~ (v) Current enrollment;
 - ~~(vii)~~ (vi) Grade span;
 - ~~(viii)~~ (vii) Most recent report card grade accountability report information from the State of Oklahoma;
 - ~~(ix)~~ (viii) Attendance rate;
 - ~~(x)~~ (ix) Graduation rate;
 - (x) Recurrent enrollment; and
 - ~~(xi) Dropout rate;~~

- ~~(xii) Mobility rate; and~~
- ~~(xiii)-(xi) Percentage of at-risk students enrolled~~ Any other information the school deems necessary to include.

(3) **Information in renewal request.** ~~Each applicant shall:~~

- ~~(A)—Articulate the mission of the school, specifying how the school embraces and accomplishes its vision or purpose;~~
- ~~(B)—Describe the elements of the school program that support the school's mission;~~
- ~~(C)—Describe how the school ensures education access and equity for all eligible students;~~
- ~~(D)—Describe how the governing body and governing documents ensure that a functioning organization with competent governance will be sustained.~~
- ~~(E)—Describe how the governing body ensures a sound and stable financial condition for the school.~~

- ~~(i)—description of the roles and responsibilities of the treasurer and financial officers;~~
- ~~(ii)—financial reporting;~~
- ~~(iii)—financial plan for operation;~~
- ~~(iv)—annual audits;~~
- ~~(v)—anticipated fundraising plan, if applicable, and~~
- ~~(vi)—insurance coverage/plan.;~~

~~(F)—Describe how the governing body ensures the delivery of a high quality education program that meets academic performance for growth, proficiency, and college career readiness.~~

~~(G)—Include a concise plan that details the school's plans for the next charter term to modify and augment the school's programs to ensure high quality educational services and student success. In addition to the information found in the performance report, and the school's response to the performance report, if any, this reauthorization application is the school's opportunity to address each of the following components highlighting what the school believes is most important in each area:~~

- ~~(i) Faithfulness to the foundation of the charter;~~
- ~~(ii) Organizational capacity;~~
- ~~(iii) Financial management;~~
- ~~(iv) Education program and performance; and~~
- ~~(v) Strategic planning.~~

~~(B) Appendices. Provide documents and related information for the term of the contract beyond those provided in the performance report and response, including examples of community and parent support of the school.~~

(4) **Performance report and site visit.** The sponsor of the school will issue a school performance report in accordance with State statute. The school shall have forty-five (45) days to respond to the performance report and submit any corrections or clarifications for the report. In evaluating a school's renewal request, the Board may consider the performance report, results of a site visit, and evidence provided in the school's presentation to the Board.

(5) **Notice of intent of non-renewal of contract for sponsorship.** Notwithstanding the provisions of (1) of this subsection, the Statewide Virtual Charter School Board may elect to not renew a contract for sponsorship in accordance with the following procedures:

- (A) No later than eight (8) months prior to the date of expiration of the contract. The Statewide Virtual Charter School Board shall submit written notice of its intent of non-

renewal via certified mail, return receipt requested to the governing body of the charter school at the address of record set forth in the contract. The notice shall include:

- (i) A statement of any and all factual and legal grounds upon which the Board's intent to non-renew the contract is based; and
- (ii) A statement of the date, time, and location of the meeting at which the Board intends to take action on the proposed non-renewal, which shall be held no earlier than thirty (30) calendar days from the date of the notice of intent to non-renew the contract is sent to the charter school.

(B) The Board may base its decision to non-renew the contract for sponsorship upon any of the grounds for nonrenewal or termination set forth in 70 O.S. § 3-137 and/or (f)(1) of this Section.

(C) The procedures for filing appeals to the State Board of Education shall be governed by 70 O.S. § 3-145.3 and the policies and rules adopted by the State Board of Education, with a copy of the appeal mailed to the Statewide Virtual Charter School Board.

(f) **Terminations of contracts for sponsorship of statewide virtual charter schools.** The Statewide Virtual Charter School Board may terminate the contract with a statewide virtual charter school in accordance with the following procedures:

(1) **Grounds for termination of a contract for sponsorship:** At any time during the term of the contract, the Statewide Virtual Charter School Board may terminate the contract on one or more of the following grounds:

(A) Failure to meet the requirements for student performance set forth in the terms of the contract;

(B) Failure to meet the standards of fiscal management set forth in the terms of the contract;

(C) Violations of applicable state, federal, tribal, or local laws, statutes, and/or regulations;

(D) Other good cause as established by the Board, which may include, but shall not be limited to:

(i) Failure by the governing body of the charter school, its charter school administrators, charter school personnel, and/or charter school contractors to meet reporting deadlines necessary for compliance with state or federal statutes or regulations;

(ii) Failure by the governing body of the charter school, its charter school administrators, charter school personnel, and/or charter school contractors to accurately report student enrollment counts;

(iii) Failure by the governing body of the charter school, its charter school administrators, charter school personnel, and/or charter school contractors to accurately report and/or classify student accountability data;

(iv) Identification and/or designation of the charter school by the State Board of Education as consistently in need of improvement in accordance with subsection (g)(6) of Section 1003 of Title I of the Elementary and Secondary Education Act of 1965 (ESEA), pursuant to 70 O.S. § 1210.544;

(v) Any material breach of the terms set forth in the contract for sponsorship; and

(vi) Any action or failure to act by the governing body of the charter school, its charter school administrators, charter school personnel, and/or charter school

contractors that presents or results in an immediate and serious danger to the health, safety, and welfare of its students.

(2) **Notice of intent to terminate contract.** At least ninety (90) calendar days prior to termination of a contract for sponsorship of a statewide virtual charter school, the Statewide Virtual Charter School Board shall submit written notice of its intent to terminate the contract via certified mail, return receipt requested to the governing board of the charter school at the address of record set forth in the contract. The notice shall include:

(A) A statement of any and all factual and legal grounds upon which the Board's intent to terminate the contract is based;

(B) A statement of the date, time, and location of the meeting at which the Board intends to take final action on the proposed termination, which shall be held no earlier than forty-five (45) calendar days from the date the notice of intent to terminate is mailed to the charter school; and

(C) A statement that the governing board of the school may request ~~a an informal~~ hearing before the Board to present evidence in opposition to the proposed termination by delivering a written request to the Board within fourteen (14) calendar days of receipt of notice of the intent to terminate the contract that includes:

(i) A response to the factual and legal grounds for termination set forth in the notice; and

(ii) A summary of evidence that the school intends to submit in support of its response.

(D) Within ten (10) calendar days of the date of receipt of the request for ~~informal~~ hearing, the Board shall schedule ~~a an informal~~ hearing and submit written notice of the date, time, and location of the hearing by regular mail to the charter school's address of record set forth in the sponsorship contract. The Board may send a courtesy copy of the notice by facsimile, and/or email.

(3) **Informal hearing Hearing on termination.** In the event that ~~a an informal~~ hearing is requested pursuant to the provisions of (2)(C) of this subsection, the Board shall promptly schedule ~~a an informal~~ hearing at which the statewide virtual charter school may present argument and/or evidence in opposition to the proposed termination. The Board shall prescribe the time allotted for oral argument and presentation of evidence. Upon completion of the hearing, the Board may consider the merits of the argument and presentation of evidence and take action on the proposed termination, or it may schedule action on the proposed termination for a subsequent board meeting to provide the board with further opportunity for deliberation.

(4) **Appeals of termination.** The procedures for filing appeals to the State Board of Education shall be governed by 70 O.S. § 3-145.3 and the policies and rules adopted by the State Board of Education, with a copy of the appeal mailed to the Statewide Virtual Charter School Board.

(g) **Negotiation and execution of contracts for sponsorship.** To facilitate and/or expedite negotiations for new contracts for sponsorship, the Statewide Virtual Charter School Board may adopt a model contract for sponsorship of a statewide virtual charter school for use by the Board and potential statewide virtual charter schools sponsored by the Board. Adoption of a model contract shall not prohibit the Board from further negotiation of contract terms or addition of terms to the contract for sponsorship prior to execution of the contract so long as such terms are in compliance with applicable state, federal, local, and/or tribal law and the provisions of this Section.

(h) **Execution of the contract.** The final contract for sponsorship shall not be executed until approved by the Statewide Virtual Charter School Board at a regular or special meeting. The Board may delegate authority to the Chairman to execute the approved contract for sponsorship on behalf of the Board.

777:10-3-4. Oversight and evaluation of virtual charter schools by the Statewide Virtual Charter School Board

(a) **Oversight and annual review.** The Statewide Virtual Charter School will provide ongoing oversight of the charter schools through data and evidence collection, site visits, attendance of governing board meetings, school website compliance checks, and school performance reviews. At the end of each year, schools will be subject to an annual review consisting of a compilation of performance ratings and findings that will be shared with key stakeholders. The charter school will have fifteen (15) business days to respond to the annual review in writing and such response will become part of the record. A formal review of school performance may be conducted during the contract term, as applicable. The annual review report and any response will be posted to the SVCSB's website along with other information regarding each of the schools.

(b) **Performance framework.** The performance framework establishes accountability criteria for virtual charter schools authorized by the Statewide Virtual Charter School Board that assesses schools on their ability to operate as a sound, independent school that successfully serves all students in the areas of academic, financial, and organizational capacities. The board will use a checklist to determine if the charter school meets the standards or does not meet the standards for each criteria.

(1) Oklahoma performance measures will be used to assess the school's academic performance, including overall achievement, overall growth, subgroup achievement, subgroup growth and post-secondary readiness. Academic performance is measured via twenty-four (24) accountability indicators (see items A-X below). To meet the expectations, schools must demonstrate attainment of each indicator for each grade level and will be given weight accordingly. Indicators and measurements required to demonstrate that each standard has been met for achievement in each category are listed below. Sub-group measures will only be applicable if the school has a minimum of ten (10) students in the sub-group.

(A) Are students achieving proficiency on statewide assessments in Reading/English Language Arts

(i) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is equal to or above the state level of proficiency; or

(ii) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is improved 5% or greater each year over the baseline score established the first year of the charter contract term.

(B) Are students achieving proficiency on statewide assessments in Math

(i) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is equal to or above the state level of proficiency; or

(ii) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is improved 5% or greater each year over the baseline score established the first year of the charter contract term.

(C) Are students enrolled in the school for two or more consecutive academic years achieving proficiency on statewide assessments in Reading/English Language Arts?

(i) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is equal to or above the state level of proficiency; or

(ii) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is improved 5% or greater each year over the baseline score established the first year of the charter contract term.

(D) Are students enrolled in the school for two or more consecutive academic years achieving proficiency on statewide assessments in Math?

- (i) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is equal to or above the state level of proficiency; or
 - (ii) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is improved 5% or greater each year over the baseline score established the first year of the charter contract term.
- (E) Are students enrolled in the school for three or more consecutive academic years achieving proficiency on statewide assessments in Reading/English Language Arts?
 - (i) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is equal to or above the state level of proficiency; or
 - (ii) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is improved 5% or greater each year over the baseline score established the first year of the charter contract term.
- (F) Are students enrolled in the school for three or more consecutive academic years achieving proficiency on statewide assessments in Math?
 - (i) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is equal to or above the state level of proficiency; or
 - (ii) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is improved 5% or greater each year over the baseline score established the first year of the charter contract term.
- (G) Are students in the special education subgroup achieving proficiency on statewide assessments in Reading/English Language Arts?
 - (i) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is equal to or above the state level of proficiency; or
 - (ii) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is improved 5% or greater each year over the baseline score established the first year of the charter contract term.
- (H) Are students in the special education subgroup achieving proficiency on statewide assessments in Math?
 - (i) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is equal to or above the state level of proficiency; or
 - (ii) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is improved 5% or greater each year over the baseline score established the first year of the charter contract term.
- (I) Are students in the special education subgroup enrolled for two or more consecutive academic years achieving proficiency on statewide assessments in Reading/English Language Arts?
 - (i) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is equal to or above the state level of proficiency; or
 - (ii) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is improved 5%

or greater each year over the baseline score established the first year of the charter contract term.

(J) Are students in the special education subgroup enrolled for two or more consecutive academic years achieving proficiency on statewide assessments in Math?

(i) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is equal to or above the state level of proficiency; or

(ii) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is improved 5% or greater each year over the baseline score established the first year of the charter contract term.

(K) Are students in the special education subgroup enrolled for three or more consecutive academic years achieving proficiency on statewide assessments in Reading/English Language Arts?

(i) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is equal to or above the state level of proficiency; or

(ii) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is improved 5% or greater each year over the baseline score established the first year of the charter contract term.

(L) Are students in the special education subgroup enrolled for three or more consecutive academic years achieving proficiency on statewide assessments in Math?

(i) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is equal to or above the state level of proficiency; or

(ii) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is improved 5% or greater each year over the baseline score established the first year of the charter contract term.

(M) Are students in the economically disadvantaged subgroup achieving proficiency on statewide assessments in Reading/English Language Arts?

(i) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is equal to or above the state level of proficiency; or

(ii) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is improved 5% or greater each year over the baseline score established the first year of the charter contract term.

(N) Are students in the economically disadvantaged achieving proficiency on statewide assessments in Math?

(i) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is equal to or above the state level of proficiency; or

(ii) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is improved 5% or greater each year over the baseline score established the first year of the charter contract term.

(O) Are students in the economically disadvantaged subgroup enrolled for two or more consecutive academic years achieving proficiency on statewide assessments in Reading/English Language Arts?

- (i) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is equal to or above the state level of proficiency; or
 - (ii) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is improved 5% or greater each year over the baseline score established the first year of the charter contract term.
- (P) Are students in the economically disadvantaged subgroup enrolled for two or more consecutive academic years achieving proficiency on statewide assessments in Math?
 - (i) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is equal to or above the state level of proficiency; or
 - (ii) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is improved 5% or greater each year over the baseline score established the first year of the charter contract term.
- (Q) Are students in the economically disadvantaged subgroup enrolled for three or more consecutive academic years achieving proficiency on statewide assessments in Reading/English Language Arts?
 - (i) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is equal to or above the state level of proficiency; or
 - (ii) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is improved 5% or greater each year over the baseline score established the first year of the charter contract term.
- (R) Are students in the economically disadvantaged subgroup enrolled for three or more consecutive academic years achieving proficiency on statewide assessments in Math?
 - (i) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is equal to or above the state level of proficiency; or
 - (ii) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) state assessments is improved 5% or greater each year over the baseline score established the first year of the charter contract term.
- (S) Based on state expectations for student graduation within four years, does the school meet the expectations for student graduation?
 - (i) The school's most recent graduation rate is equal to or greater than the most recent ~~average~~ graduation rate for the State of Oklahoma or
 - (ii) The school's most recent graduation rate increased 20% or more of the difference between the graduation rate of the baseline year and 100% over the past two years.
- (T) Based on the extended-year adjusted graduation rate, does the school meet the expectations for student graduation? Evidence indicates a majority of extended-year students graduating.
- (U) Did the school meet the expectation for graduating eligible seniors during the most recent year? The percent of eligible seniors enrolled on the first day of the school year and graduating in the current school year is equal to or greater than the current graduation rate for the State of Oklahoma.
- (V) Are the school's students participating in the American College Testing (ACT) college preparation assessment process? The most recent year's ~~average~~-American College

Testing (ACT) participation rate is equal to or greater than the most recent ~~average scores~~ rate recorded for the State of Oklahoma.

(W) Does the school's student performance on the American College Testing (ACT) meet the state performance level? The school's most recent year's average composite American College Testing (ACT) score is equal to or greater than the most recent average scores recorded for the State of Oklahoma.

(X) Are students benefiting from college and career readiness opportunities (i.e. college preparatory coursework, Career Technology programs, military service)? Evidence provides a profile of college and career readiness opportunities.

(2) Fiscal viability of the schools is measured through audit findings, quarterly financial reports, and financial reporting. Financial performance is measured via six (6) accountability indicators (see items A-F below). To meet the expectations, schools must demonstrate attainment of each indicator. Indicators and measurements required to demonstrate that each standard has been met for achievement in each category are listed below.

(A) Did the most recent audit have findings? There were no findings of significant deficiencies, material noncompliance or known fraud on the school's most recent independent financial audit.

(B) Did any of the school's audits over the term of the contract have findings? There were no findings of significant deficiencies, material noncompliance or known fraud on any independent financial audits over the term of the charter contract?

(C) Did the school consistently submit appropriate quarterly financial reports over the most recent year? Appropriate reports were submitted in the Oklahoma Cost Accounting System (OCAS) format, on time, and indicating financial stability of the school.

(D) Did the school consistently submit appropriate quarterly financial reports over the term of the charter contract? Appropriate reports were submitted in the Oklahoma Cost Accounting System (OCAS) format, on time, and indicating financial stability of the school.

(E) Did the school consistently meet financial reporting expectations over the most recent year, as required by the State Department of Education and confirmed by the Office of Financial Accounting, Oklahoma Cost Accounting System (OCAS), and Audits? Financial reporting met expectations over the most recent year.

(F) Did the school consistently meet financial reporting expectations over the term of the charter contract, as required by the State Department of Education and confirmed by the Office of Financial Accounting, Oklahoma Cost Accounting System (OCAS), and Audits? Financial reporting met expectations over the term of the charter contract.

(3) Organizational performance is measured by effective organizational structure, governance, record of compliance, attendance, recurrent enrollment, accreditation and student support. Organizational performance is measured via eighteen (18) accountability indicators (see items A-W below). To meet the expectations, schools must demonstrate attainment of each indicator. Indicators and measurements required to demonstrate that each standard has been met for achievement in each category are listed below.

(A) Is the school faithful to its mission and implementing key design elements within the approved charter contract? Evidence documents faithfulness to the school's mission and implementation of key design elements of school.

(B) Does the school follow appropriate procedures to ensure student access and equity? Data confirms appropriate procedures to ensure student access and equity.

(C) Does the school have approved and appropriate policies and procedures that ensure student and staff safety and success, and does the school communicate those policies and procedures to students/families and staff? Approved and appropriate policies and procedures are implemented and communicated.

- (D) Does the school adhere to applicable state and federal laws and regulations? Evidence suggests the school adheres to state and federal laws and regulations.
- (E) Does the school adhere to the terms of the charter contract? Evidence suggests the school adheres to the charter contract.
- (F) Does a stable governing board exist? History of board stability exists.
- (G) Does the governing board recruit, select, orient and train members with skills and expertise to enable them to govern the school appropriately? Board agendas and minutes document board member activities.
- (H) Does the charter school comply with the Open Meeting Act and Open Records Act? The charter school consistently complies with requirements of the Open Meeting Act and Open Records Act.
- (I) Does the charter school provide transparency through Statewide Virtual Charter School Board access to school records? The charter school has provided the Statewide Virtual Charter School Board with all requested school records.
- (J) Does the educational service provider(s) provide transparency through Statewide Virtual Charter School Board access to school records? The charter school has provided the Statewide Virtual Charter School Board with all requested school records.
- (K) Did the school consistently meet the reporting expectations as required by the State Department of Education during the most recent year? The State Department of Education confirms reporting expectations fulfilled.
- (L) Did the school consistently meet the reporting expectations as required by the State Department of Education over the term of the charter contract? The State Department of Education confirms reporting expectations fulfilled.
- (M) Did the school consistently meet the reporting expectations as required by the Statewide Virtual Charter School Board during the most recent year? Reporting expectations fulfilled as required - 90% or above in both on-time and accuracy categories.
- (N) Did the school consistently meet the reporting expectations as required by the Statewide Virtual Charter School Board over the term of the charter contract? Reporting expectations fulfilled as required - 90% or above in both on-time and accuracy categories.
- (O) Does the school website meet the standards for transparency and documentation as mandated by the Oklahoma School District Transparency Act and requested by the Statewide Virtual Charter School Board? The school has consistently met requirements for school website as mandated by the Oklahoma School District Transparency Act and requested by the Statewide Virtual Charter School Board.
- (P) Did the school receive accreditation from the State Department of Education in the most recent year? The school received accreditation with no deficiencies noted from the State Department of Education in the most recent year.
- (Q) Did the school receive accreditation from the State Department of Education over the term of the charter contract? The school received accreditation with no deficiencies noted from the State Department of Education over the term of the charter contract.
- (R) Does the school meet the expectations for student attendance? Evidence documents the school met the expectations for student attendance.
- (S) Does recurrent enrollment of students meet expectations? The school's student recurrent enrollment rate is equal to or above 66% indicated by the methodology used for public schools in Oklahoma. In the absence of such a methodology, recurrent enrollment will be calculated from October 1 to October 1 of the following year meets the expectations indicated by the methodology used for public schools in Oklahoma.
- (T) Does the school provide support structures for students and families that are accessible twenty-four (24) hours per day and seven (7) days per week, such as teacher support, individualized learning plans, guidance/counseling program, online tutoring and

technical support? Students and families have access to multiple support structures twenty-four (24) hours per day and seven (7) days per week.

(U) The charter school will submit up to three (3) data-driven goals and measurement criteria for approval by the SVCSB.

(i) Did the charter school meet the expectations of Goal One over the term of the charter contract?

(ii) Did the charter school meet the expectations of Goal Two over the term of the charter contract?

(iii) Did the charter school meet the expectations of Goal Three over the term of the charter contract?

(4) A Performance Framework Index will be calculated based on the following categories:

(A) Academic (A) Calculation - (Score) * (Weight) = A with at weight of 33.33%.

(B) Financial (F) Calculation - (Score) * (Weight) = F with at weight of 33.33%.

(C) Organizational (O) Calculation - (Score) * (Weight) = O with at weight of 33.33%.

(D) Performance Framework scores will guide reauthorization procedures.

(i) A Performance Framework Index (PFI) score of 80% or higher calculated over the course of the charter contract term will result in renewal of authorization for a five (5) year term should the governing board of the charter school choose to submit a letter requesting reauthorization.

(ii) A Performance Framework Index (PFI) score of 70% or higher calculated over the course of the charter contract term is expected. However, an application for renewal of authorization is required for consideration by the Statewide Virtual Charter School Board.

(iii) A Performance Framework Index (PFI) score of less than 70% calculated over the course of the charter contract term places the charter school at risk of non-approval of the renewal for authorization. An application for reauthorization is required for consideration by the Statewide Virtual Charter School Board.

(E) In the event data is not available, the Statewide Virtual Charter School Board will designate corresponding score with "Not Applicable".

(c) **Submission of school data.** To aid the Statewide Virtual Charter School Board in assessing whether the schools are meeting the expectations of the performance framework, schools are required to submit school data to the Statewide Virtual Charter School Board through an online data collection system.

(1) Schools must submit the requested documentation according to the instructions for the submission by the due date indicated in the online data collection system:

(A) Current charter contract and any amendments;

(B) Management contracts;

(C) Lease/purchase agreements;

(D) Annual budget;

(E) Audit documents (audit, response, corrective action);

(F) School performance review report response;

(G) Key design elements of school report and evidence of implementation;

(H) College preparation coursework report;

(I) Career technology programs report;

(J) Senior graduation report;

(K) Current inventory report;

(L) Quarterly financial statements;

(M) Handbooks (Student/family handbook, Employee handbook);

(N) School calendar;

(O) Student support documentation;

(P) Internal assessment plan;

(Q) School policies (attendance, employment, enrollment/lottery);

- (R) Governing Board rosters, submit updated rosters as changes are made;
- (S) Insurance verification;
- (T) Enrollment counts (initial, monthly and final);
- (U) Surety bond verification;
- (V) Accreditation application and status;
- (W) First Quarter statistical report summary;
- (X) Board meeting calendar, agendas, approved minutes and supporting board meeting documents;
- (Y) Plan for Improvement;
- (Z) Final state aid and federal allocations;
- (AA) ACT profile report;
- (BB) Military service report;
- (CC) Four (4) year cohort and extended year graduation rate documents;
- (DD) Annual statistical report summary;
- (EE) Strategic planning documents;
- (FF) Oklahoma School Testing Program (OSTP) documentation;
- (GG) Child counts;
- (HH) Enrollment file;
- (II) Estimate of Needs and Supplemental Estimate;
- (JJ) Litigation documents; ~~and~~
- (KK) State accountability report; ~~and~~
- (LL) School Organizational Chart.

(2) In the event submission through the online system is not possible, the school must hand-deliver hard-copy documentation to the office of the Statewide Virtual Charter School Board by the due date.

(3) Failure to submit the documentation is grounds for termination of the contract.

(4) Receipt of document submissions does not necessarily indicate approval of the content of the data.

(d) **School website compliance.** In order to aid in transparency, charter schools sponsored by the Statewide Virtual Charter School Board will be subject to website compliance checks at any time. The schools must have the following information available on its website:

(1) Governing board members (board member information, and office held if any);

(2) Schedule of governing board meetings;

(3) Board meeting agendas;

(4) Board meeting approved minutes;

(5) School accountability reports; and

(6) Financial documents or a link to the Oklahoma Cost Accounting System (OCAS), including:

(A) District expenditure data;

(B) Identification of school district; and

(C) Oklahoma Cost Accounting System (OCAS) Code designation for each expenditure.

(e) **Virtual charter school annual audit.** To ensure appropriate financial oversight, the Statewide Virtual Charter School Board will contract for and provide the virtual charter school required annual audit.

777:10-3-5. Full-time virtual charter schools – succession of contractual rights and reversion of property to Statewide Virtual Charter School Board

(a) **School Closure Process.** Final school closure determination may be made as the result of voluntary or involuntary school closure decisions. This includes a decision of the charter school governing board to close the school, nonrenewal of a charter contract, or termination of a charter contract. In the event of a voluntary closure by the school, the final closure determination occurs as of the date the charter school governing board votes to close the school. In the event of an involuntary closure of the school, the final closure determination occurs as of the date the final order is issued by the SVCSB. Once a final closure

determination is made the SVCSB will appoint a Closing Officer to provide oversight of school closure. Oversight responsibilities include management of the operational process of charter school closure and ensured continuation of appropriate educational services and transfer process for students and families, and ensure the governing board of the charter school continues to meet as necessary to take actions needed to wind down school operations, manage school finances, allocate resources and facilitate all aspects of closure. Under the oversight and with the support of the Closing Officer, the charter school is responsible for completing the tasks required for the closing of the school in a legal and orderly manner while continuing to operate the school and provide academic and other services to students and families. With the exception of the cost of the SVCSB Closing Officer, all expenses of school closure will be provided for through charter school funds. These include, but are not limited to, the expense of contracted expertise such as accountants and auditor, general supplies and postage, and auction costs. The following School Closure Protocol will be implemented ten (10) days after the final order is issued, and may be stayed by the Statewide Virtual Charter School Board in the event of a request for reconsideration or rehearing:

- (1) Within two (2) calendar weeks:
 - (A) The Closing Officer meets with the school's Chief Administrative officer and the Governing Board President to provide information regarding the school closure process and expectations.
 - (B) A special meeting of the charter school governing board will be called for to establish a Transition Team composed of school staff, applicant staff, and others designated by the applicant who will attend to the tasks and responsibilities of school closure on behalf of the school.
 - (C) The SVCSB issues a media release appropriate for public notification of charter school closure.
 - (D) A temporary hold will be placed on all state and federal funding.
 - (E) Notification of school closure determination is submitted to the Oklahoma State Department of Education (OSDE) including name of school, date of action, effective date of closure, criteria for closure determination, closure process information, and location of student and personnel records. Request name and contact information for OSDE representative for communication purposes and for assistance with closure. Similar notification also sent to the Oklahoma Teachers Retirement System (if applicable), State Treasurer, and State Auditor.
 - (F) Notification is made to parents of enrolled students regarding school closure determination including name of school, date of action, effective date of closure, and expected future communication to parents.
 - (G) Notification to school staff regarding school closure determination including name of school, date of action, effective date of closure, and expected future communication to school staff.
- (2) Once a Transition Team is established, the following should occur within thirty (30) days:
 - (A) The Closing Officer and Transition Team will establish a written student transfer plan including the steps required for the transfer of students and student records and the security of those records.
 - (B) The Closing Officer and Transition Team will contact Oklahoma school districts regarding charter school closure.
 - (C) The Closing Officer and Transition Team will establish a written plan for ongoing communication with families. This plan will include communication through closure process and a final report of school closure to charter school families. A list of all students/families will be generated and maintained to include student name, parent name, address, telephone, email, grade level, and school district of residence.
 - (D) The Closing Officer and Transition Team will establish a written plan for ongoing communication with staff. This plan will include the initial communication of school closure, follow-up communication as needed, and a final report of school closure to charter

school staff. A list of all staff will be created to include name, position, address, telephone, email. Notification includes information regarding closure determination, closure date, personnel records, and benefits.

(E) The Closing Officer and Transition Team will secure all financial and personnel records. In addition, Closing Officer and Transition Team will identify all agencies, employees, insurers, contractors, creditors, debtors, grantors, and management organizations. The statewide virtual charter school shall provide the Statewide Virtual Charter School Board with executed copies of all of the following documents:

(i) A detailed list of all real and/or personal property and other assets procured by the charter school during the term of the contract that includes identification of all sources of funds used to procure the property. All items procured all or in part with state, local or federal funds shall be clearly identified.

(ii) Title documents, deeds, and/or leases for all real or personal property or other assets procured all or in part with state or federal funds.

(iii) Copies of all executory contracts to which the charter school or its governing body is a party.

(iv) All documentation relating to debt, liabilities, encumbrances, or other obligations incurred by the charter school and/or the governing body of the charter school during the term of the sponsorship contract.

(v) The Closing Officer and Transition Team Chair will ensure a complete financial accounting. A financial plan for school closure will be established. The Closing Officer may include other financial experts on behalf of the SVCSB to assist with the process. Financial Plan must ensure only essential invoices and regular salaries paid, all vendor refunds received, and the immediate collection of all credit cards and closing of accounts.

(vi) All assets will be inventoried. Inventory shall include name of asset, quantity, estimated value, and location of property. Assets include, but are not limited to, property, furnishings, technology, books, supplies, and equipment.

(vii) All assets will be confirmed by the Closing Officer and Transition Team. Within forty-five (45) business days of a final closure determination date, the charter school assets may be liquidated and funds used to satisfy remaining school debt. Otherwise the sponsor may dispose of remaining school property as deemed appropriate and retaining any remaining funds.

(3) Prior to final closeout, the charter school shall complete all federal, state, and local obligations on behalf of school employees as governed by Federal and State Statute and regulations; including but not limited to the following:

(A) File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.

(B) File the Federal Notice of Discontinuance with the Department of Treasury.

(C) Make final federal tax payments.

(D) File the final withholding tax return.

(E) File the final return with the IRS.

(F) Complete all tax requirements of the State of Oklahoma.

(G) Provide employees with notices and pamphlets required under applicable state and federal law.

(4) Within thirty (30) business days of school closure, all school records, including but not limited to, student, personnel and financial records are received and secured by the SVCSB or the State Department of Education (SDE).

(5) Within forty-five (45) business days of school closure, a final school closure audit will be conducted and provided to the SVCSB. A copy of the audit will be presented to the State

Superintendent of Public Instruction, and all fiscal balances of the charter school will be retained by the charter school authorizer.

(6) The Statewide Virtual Charter School Board shall have forty-five (45) days after the date of delivery of all of the documents set forth in (3) of this subsection to request any additional documentation from the charter school the Board deems necessary to determine the assets and liabilities of the statewide virtual charter school.

(7) The Closing Officer will report school closure progress to the SVCSB at each regular meeting through the school closing transition period.

(8) Upon completion of school closure, a final report from the Closing Officer will be presented to the Statewide Virtual Charter School Board.

(9) All personal property of the charter school reverting to the Statewide Virtual Charter School Board in accordance with the provisions of 70 O.S. 3-136 and this Section shall be delivered to the Board no later than sixty (60) calendar days after the School Closure Date in the manner and to the location(s) directed by the Board.

(10) The Chairman of the Statewide Virtual Charter School Board is authorized to execute conveyances and documents on behalf of the Board as necessary to fulfill the requirements of this subsection.

(b) **School district contracts for sponsorship of full-time virtual charter schools.** In accordance with the provisions of 70 O.S. 3-145.5, the following provisions shall apply to school district contracts for sponsorship of charter schools who provide full-time virtual education:

(1) **Contracts for sponsorship of a full-time virtual charter school.** Beginning July 1, 2014, no school district shall:

(A) Offer full-time virtual education to any student whose legal residence, as determined in accordance with the provisions of 70 O.S. § 1-113, is located outside of the boundaries of the school district; or

(B) Enter a contract to provide full-time virtual education to any student whose legal residence, as determined in accordance with the provisions of 70 O.S. § 1-113, is located outside of the boundaries of the school district.

(2) **Succession of contracts for school district sponsorship of a virtual charter school executed prior to January 1, 2014.** Beginning July 1, 2014, the Statewide Virtual Charter School Board shall succeed to the contractual sponsorship rights of any school district that executed a contract for sponsorship of a charter school prior to January 1, 2014. Contract succession shall be conducted in accordance with all of the following procedures:

(A) No later than July 1, 2014, the charter school shall provide the Statewide Virtual Charter School Board with all of the following documents:

(i) All of the documentation set forth in (a)(3) through (a)(4) of this Section;

(ii) Copies of all reports, documents, and statements required by the Oklahoma Public School Audit Law, for all previous fiscal years of the charter school's operation; including, but not limited to, auditor's opinions and related financial statements of the charter school; and

(iii) Copies of the charter school's annual estimate of needs, and income and expenditure data required by 70 O.S. §§ 5-135 and 5-135.2 for all previous fiscal years of the charter school's operation.

(B) The terms of succession to the contract for sponsorship by the Statewide Virtual Charter School Board shall be as follows:

(i) The Statewide Virtual Charter School Board shall not succeed to any terms of a contract for sponsorship executed between a charter school and a school district that violates or conflicts with the Oklahoma Charter Schools Act and/or any state or federal laws and regulations applicable to charter schools, charter school sponsors, or the Statewide Virtual Charter School Board. In the event that any such

statute or regulation goes into effect during the term of the contract, the conflicting contractual term shall be deemed superseded by law and deemed null and void.

(ii) Any debt, obligations, encumbrances, and/or liabilities incurred by the charter school in violation of the provisions of Art. 10 § 26 of the Oklahoma Constitution shall be deemed null and void, and shall not be assumed by the Statewide Virtual Charter School Board.

(iii) The Statewide Virtual Charter School Board may require the statewide virtual charter school to execute an addendum to the contract for sponsorship for the purpose of clarifying terms not otherwise addressed in the existing contract as necessary to comply with the Oklahoma Charter Schools Act or any other provision of state or federal law applicable to charter schools.

(C) The Statewide Virtual Charter School Board shall not distribute any state aid funds to a statewide virtual charter school pursuant to the provisions of this subsection until all of the following conditions have been met:

(i) All appropriate conveyances and other documents necessary to effect the transfer of any property associated with the contract have been finally executed by the parties and copies of the finally executed documents have been filed with the Statewide Virtual Charter School Board;

(ii) All property, equipment, supplies, records, and assets required to be transferred to the Statewide Virtual Charter School Board in accordance with the provisions of 70 O.S. § 3-145.5(B) has been delivered in the manner and to the location(s) directed by the Board;

(iii) The charter school is in compliance with all applicable state and federal regulations pertaining to charter schools; and

(iv) All other requirements of this paragraph have been met.

(D) The Statewide Virtual Charter School Board shall not distribute midyear allocation funds to a statewide virtual charter school that is a party to a contract for sponsorship assumed by the Statewide Virtual Charter School pursuant to the provisions of this subsection until:

(i) The statewide virtual charter school has conducted a final audit of the charter school for fiscal year 2014 that complies with the Oklahoma Public School Audit Law at 70 O.S. § 22-101 et seq and accompanying regulations;

(ii) Copies of the auditor's opinions, related financial statements, and any other documentation pertaining to the audit have been provided to the Statewide Virtual Charter School Board; and

(iii) The charter school has presented the audit at a meeting of the Statewide Virtual Charter School Board.

(E) Succession to the contractual rights and responsibilities of sponsorship by the Statewide Virtual Charter School Board shall not qualify the charter school to apply for funds from the Charter School Incentive Fund established pursuant to the provisions of 70 O.S. § 3-144, nor shall the first year of operation under the sponsorship of the Board be considered the charter school's first year of operation.

(F) The Chairman of the Statewide Virtual Charter School Board is authorized to execute conveyances and documents on behalf of the Board as necessary to fulfill the requirements of this subsection.

(c) **Termination or nonrenewal for good cause.** Failure by any charter school to comply with the provisions of this Section shall constitute good cause for:

(1) Termination or nonrenewal of a contract for sponsorship with the Statewide Virtual Charter School Board; and/or

(2) Denial of any application for sponsorship subsequently submitted by the charter school and/or authorized representatives of the charter school, including, but not limited to, the governing body of a charter school.