

Statewide Virtual Charter School Board



Virtual Charter School Authorization and Oversight Process



840 Research Parkway, Suite 455
Oklahoma City, OK 73104
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Authorization and Oversight Process

Oklahoma statute provides direction for the Statewide Virtual Charter School Board in that it was created to have sole authority “...to authorize and sponsor statewide virtual charter schools in this state...” (70 O.S. § 3-145.1)

The duties of the Statewide Virtual Charter School Board are specific:

1. Provide oversight of the operations of statewide virtual charter schools in this state; and
2. Establish a procedure for accepting, approving and disapproving statewide virtual charter school applications and a process for renewal or revocation of approved charter school contract, which minimally meet the procedures set forth in the Oklahoma Charter School Act (70 O.S. § 3-145.3).

In addition, the Oklahoma Charter School Act delegates the following powers and duties of a sponsor of a charter school:

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.

To fulfill these responsibilities, the Statewide Virtual Charter School Board has established an authorizing and oversight process that allows the Board to sponsor schools that meet expected standards for organizational capacity, financial management, and academic performance. This process includes timelines and criteria for both initial and renewal of authorization of Oklahoma virtual charter schools. Expectations to hold schools accountable to the standards are embedded in the following documents and serve as the guidelines to ensure virtual charter schools serve Oklahoma students.

Guidance for the authorization and evaluation process has been developed in four sections that provide needed direction for initial authorization, oversight and evaluation, renewal of authorization, and school closure.



Contents

SECTION 1 INITIAL AUTHORIZATION	1
<i>Initial Authorization of a Virtual Charter School</i>	<i>2</i>
<i>Initial Authorization of Timeline</i>	<i>4</i>
<i>Initial Authorization of Application Process</i>	<i>6</i>
Introduction	6
Overview of the Authorization Process	6
Initial Authorization Requirements	7
Application Contents	8
SECTION 2 OVERSIGHT AND EVALUATION	13
<i>School Oversight and Evaluation Process</i>	<i>14</i>
<i>Overview of Oversight and Evaluation</i>	<i>15</i>
<i>Oversight and Evaluation Process Description</i>	<i>16</i>
<i>Oversight and Evaluation Timeline</i>	<i>17</i>
<i>Performance Framework</i>	<i>18</i>
SECTION 3 RENEWAL OF AUTHORIZATION OF SCHOOLS	19
<i>Reauthorization</i>	<i>20</i>
<i>Reauthorization Process Timeline</i>	<i>21</i>
<i>Reauthorization Process</i>	<i>22</i>
<i>Application for Reauthorization</i>	<i>23</i>



SECTION 4 SCHOOL CLOSURE.....	27
<i>School Closure Process</i>	<i>28</i>
Appendix A Application for Initial Authorization Template	29
<i>Application for Initial Authorization Template</i>	<i>30</i>
Appendix B Pre-Opening Requirements Template	35
<i>Pre-Opening Requirements Template</i>	<i>36</i>
Appendix C Routine Year-Round Compliance Review	43
<i>Routine Year-Round Compliance Review</i>	<i>44</i>
Appendix D Performance Framework.....	51
<i>Performance Framework.....</i>	<i>52</i>
<i>Academic Performance Framework Checklist</i>	<i>53</i>
<i>Academic Performance Framework</i>	<i>55</i>
<i>Academic Performance Framework Scoring</i>	<i>72</i>
<i>Financial Performance Framework Checklist</i>	<i>74</i>
<i>Financial Performance Framework</i>	<i>75</i>
<i>Financial Performance Framework Scoring.....</i>	<i>77</i>
<i>Organizational Performance Framework Checklist.....</i>	<i>78</i>
<i>Organizational Performance Framework</i>	<i>80</i>
<i>Organizational Performance Framework Scoring</i>	<i>84</i>
<i>Performance Framework Index</i>	<i>86</i>
Appendix E School Website Compliance	87
<i>School Website Compliance Checklist</i>	<i>88</i>
Appendix F School Closure Protocol	89
<i>School Closure Protocol</i>	<i>90</i>



Appendix G Charter Contract Template 97
Charter Contract Template..... 98

Appendix H Oklahoma Charter School Act..... 115
Oklahoma Charter School Act 116

Appendix I Title 777 Statewide Virtual Charter School Board Administrative Rules..... 143
Title 777 Statewide Virtual Charter School Board Administrative Rules 144



SECTION 1



INITIAL AUTHORIZATION



Initial Authorization of a Virtual Charter School

In alignment with the Oklahoma Charter Schools Act 70 O.S. § 3-132, the Statewide Virtual Charter School Board will consider authorization of a new school when evidence of the following criteria is established:

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.

To begin the application process for initial authorization by the Statewide Virtual Charter School Board, the applicant must first reflect on the vision and mission of the proposed school. It is not the goal of the Board to simply create schools, but instead to sponsor virtual charter schools with clear purpose. Vision and mission is the cornerstone of a charter school seeking to fill a need within the Oklahoma community.

Six elements of planning create the foundation for the proposed charter for a virtual charter school. Those elements establish the core of the school and serve to maintain a focus on the school’s purpose.

Vision and Mission of the Proposed School	Clarifies the vision and purpose for the proposed virtual charter school and the mission to achieve
Key Elements of School Design	Describes the elements of the school program that align with and support the mission of the proposed charter school
Access and Equity	Ensures education access and equity for all eligible students regardless of their race, ethnicity, economic status, academic ability or other factors
Compliance	Compiles an expected record of compliance applicable to its charter contract and with state and federal laws and regulations
Assumption of Liability by the Proposed Charter School	Ensures the applicant understands the liability assumed by the proposed charter school
Demonstration of Community Support	Provides evidence of community support for the proposed virtual charter school



Initial Authorization of Sponsorship

In addition to the expectations for the foundation of the proposed charter school, the applicant must provide evidence of planning in the following four areas:

Organizational Capacity	Plan that provides a functional organizational structure and competent governance for the proposed charter school
Financial Management	Plan that enables maintenance of a sound and stable financial condition for the proposed charter school
Education Program and Performance	Plan that enables the delivery of a quality education program that meets the academic performance standards
Growth Plan	Details expected growth of the proposed charter school and describes how the school will measure its effectiveness and evolve to meet the needs of students

The following documents were developed to provide guidance in the planning, writing, and review of the application for initial authorization. Each component of the application should be distinct in its own right, but with all components related and in alignment and support of the proposed school's vision and mission.



Initial Authorization Process Timeline

- Complete State Department of Education Charter School Training required by 70 O.S. § 3-134(A).
- Application for initial authorization is due to the Statewide Virtual Charter School Board in January, eighteen (18) months prior to first year of proposed operation.
- Application will be received and stamped by the Statewide Virtual Charter School Board. One (1) original and ten (10) copies, as well as an electronic version of the application are required.
- Due diligence in application review will begin upon receipt of application.
- Application will be distributed to the members of the Statewide Virtual Charter School Board for review.
- Application will be submitted to a panel organized by the Executive Director for review of application and creation of recommendation(s) for consideration by the Statewide Virtual Charter School Board.
- Applicant will conduct a public presentation of application for initial authorization at the next regular Statewide Virtual Charter School Board meeting.
- The Statewide Virtual Charter School Board will consider the application at a subsequent board meeting.
- Acceptance or rejection of sponsorship is required within ninety (90) calendar days of receipt of the application.
- Prior to the board meetings, the Statewide Virtual Charter School Board will submit notice(s) of the date, time and location to the address of record in application.
- A written notification of acceptance or rejection of sponsorship by the Statewide Virtual Charter School Board will be mailed promptly.
- If application is accepted, execution of a contract for sponsorship will begin. A charter contract similar to the template provided in Appendix G may be executed.
- If application for sponsorship is rejected, the written notification of rejection will outline reasons for the decision.
- Applicant may submit a revised application for reconsideration by the Statewide Virtual Charter School Board within thirty (30) calendar days of receipt of notification of rejection.
- The Statewide Virtual Charter School Board shall accept or reject revised application within thirty (30) days of receipt.
- Decision to deny sponsorship may be appealed in compliance with Oklahoma statute.



Initial Authorization Process Timeline

- In accordance with 210:40-87-5, a charter school will be considered established when a charter school files charter documents with the State Department of Education and receives school codes. The following documents must be filed:
 1. A copy of the sponsor's approved board minutes approving the charter school application;
 2. A copy of the completed charter school application;
 3. A copy of the approved contract for the new charter school; and
 4. A letter addressed to the Office of Accreditation that includes the following:
 - a. A request for the school to be assigned a county code, district code, and site code;
 - b. The physical and mailing address of the charter school;
 - c. Contact information for the school administrator or a designee;
 - d. Grades served; and
 - e. The month and year the charter school will begin operation.



Initial Authorization Application Process

Introduction

This document provides guidelines for submitting an application for initial authorization to the Statewide Virtual Charter School Board. The following sections include the application requirements.

In addition to this manual, it is recommended that applicants refer to the Oklahoma Charter School Act and related administrative rules for guidance in the application process. All applications for initial authorization as a virtual charter school submitted to the Statewide Virtual Charter School Board for consideration must adhere to the requirements of state and federal statutes and regulations, as well as to the direction of this document.

A sample application template maybe found in Appendix A.

Overview of the Authorization Process

The authorization decision will be based on the applicant's ability to demonstrate competency in each of the following areas:

- 1) *Foundation for the School Charter*
- 2) *Organizational Capacity*
- 3) *Financial Management*
- 4) *Education Program and Performance*
- 5) *Growth Plan*

Clarity in regard to the applicant's ability to deliver quality educational services is expected within all application components.



Initial Authorization Application Process

Initial Authorization Requirements

The following components are required of the application for initial authorization.

- Application and all related materials must be submitted in compliance with the application timeline.
- The text and attachments must use standard one-inch margins, be clearly paginated, and use a readable font no smaller in type than 11 point.
- Each section of the application should be clearly labeled, divided into separate sections and organized according to the eleven application content components.
- Tables, graphs, and other data provided in the application must be clearly presented and explained and must be directly relevant to the text.
- All attachments must be labeled and provided as an appendix.

The proposed school's completed application must be submitted to the Statewide Virtual Charter School Board at the address noted below and in compliance with the Initial Application Process Timeline.

Oklahoma Statewide Virtual Charter School Board
840 Research Parkway, Suite 455
Oklahoma City, OK 73104



Initial Authorization Application Process

Application Contents

- 1. Cover Page** – Labeled as Application for Initial Authorization and including the following information:
 - a. Name of applicant(s) and requested sponsor
 - b. Name of proposed charter school
 - c. Address of proposed charter school
 - d. Contact information: name, title, phone, email address
 - e. Application submission date

- 2. Cover Letter** – Provide a cover letter of no more than two (2) pages providing a brief overview of the proposed school

- 3. Table of Contents** – Clearly labeled naming each section and appendices, and including page numbers

- 4. Documentation of Applicant’s Completion of Charter School Training Sponsored by the Oklahoma State Department of Education**

- 5. Development of the Foundation for the Proposed School Charter**
 - a. Vision and purpose of the proposed school
 - b. Mission of the proposed school
 - c. Key elements of school design that align with and support the mission
 - d. Access and equity
 - e. Compliance
 - f. Assumption of liability by the proposed charter school
 - g. Demonstration of community support (including contact information for individuals noted in this section)

- 6. Organizational Capacity**

This section of the application should include detailed descriptions and supporting documentation as evidence of the proposed school’s ability to sustain an effective organizational structure:

 - a. Organizational Structure
 - Demonstrated experience in pre-kindergarten through twelfth grade school operations
 - Location and description of the school administration facility(ies), including back-up or contingency plans



Initial Authorization Application Process

- Organizational design
 1. Lines of authority and accountability
 2. Leadership roles and responsibilities
 3. Descriptions of duties
 4. Advisory bodies
 5. External organizations/service providers (as applicable to school management)
 - Leadership and Teacher Employment and Personnel Policies
 - Professional Development and Training Plan
 - Description of technology capacity
 - Description of system accessibility
 - Description of student records and data management
 - Student Recruitment Policies and Procedures (including lottery procedures)
 - Admission/Enrollment Policies and Procedures
 - ✓ Including minimum and maximum enrollment planned per year for the term of the charter contract
 - ✓ Including proposed calendar and sample daily schedule as applicable to online learning at proposed school
 - Attendance Policies and Procedures
 - Promotion/Graduation Policies and Procedures
 - Student Conduct and Discipline Policies and Procedures
 - Description of School Safety and Emergency/Crisis Response Plan
 - Description of Parent/Family Education and Engagement Plan
 - ✓ Including expectations and opportunities
 - Plans for providing significant operational or ancillary services
- b. Governance
- Governing body
 1. Governing body membership
 - ✓ Including evidence of Oklahoma residency
 2. Roles and responsibilities
 - Proposed Governing By-laws
 - Meeting schedule (Minimum of quarterly governing body meetings)
 - Capacity for governance
 1. Support of the charter contract
 2. Organizational accountability
 3. Financial stewardship
 4. Academic oversight
 - Partnerships or contractual partnerships central to the operations and/or mission of proposed charter school
 - Detailed school start-up plan/chart preferred
 1. Tasks
 2. Timelines
 3. Responsibilities/individuals completing



Initial Authorization Application Process

7. Financial Management

This section of the application should include detailed descriptions and supporting documentation as evidence of the proposed school's ability to maintain financial stability and operate in a financially sound and accountable manner.

- a. Description of the roles/responsibilities of the treasurer, financial officers
- b. Financial Policies
 - ✓ Including financial controls and compliance with audit requirements
- c. Financial plan for the first five years of operation
 1. Start-up and five-year budgets and cash flow projections accounting for the school's anticipated enrollment, including a budget if the school only realizes a portion of the school's anticipated enrollment
 2. Anticipated fundraising plan
- d. Insurance coverage/plan
- e. Verifiable proof of secured funds for each source of revenue and documentation to support any agreement, donation, or loan that supports the budget

8. Education Program and Performance

This section of the application should include detailed descriptions and supporting documentation as evidence of the proposed school's ability to deliver an academic program that promotes success for all students.

- a. Grade levels served
- b. External organizations/service providers (as applicable to education/instruction services)
- c. Student support structures
 - ✓ Including class size
- d. Curriculum and instructional model
 - Learning environment
 - Curriculum overview
 - Curriculum materials
 - Instructional strategies
 - Equipment and technology requirements
 - Alignment with Oklahoma academic standards
- e. Student assessment (internal and external)
 - Plan to measure and report student progress
 - Benchmarks for student learning
 - District/school assessments
 - Oklahoma School Testing Program (OSTP)
- f. Program evaluation
- g. Plan for support structures (e.g. online tutoring, home mentors, and technical support services in place 24x7) in addition to teacher support



Initial Authorization Application Process

- h. Supports for diverse learners
 - Remediation/Response to Intervention (RtI) Plan
 - Individualized Disability Education Act (IDEA)
 - Section 504 Rehabilitation Act
 - English Language Learner support
 - Gifted and Talented program
 - At-risk/academically behind learners
- i. Co-curricular and extracurricular activities
 - Description
 - Delivery
 - Funding
- j. Student performance
- k. School culture

9. Growth Plan

- a. Include a concise plan detailing expected school growth and describing how the school will evolve to meet the needs of school growth
- b. Include an outline of criteria designed to measure effectiveness of the school

10. Charter History

Provide answers to the following questions:

- a. Has the applicant applied for authorization in other states?
- b. To what states and authorizers?
- c. What was the result?
- d. Has the service provider(s) provided charter school services in other states?
- e. What is the applicant's relationship with the service provider(s)?

11. Statements of Assurance

Include with the application signed and notarized statements of recognition and agreement by the governing body members to:

- a. Fully comply as an Oklahoma public charter school with all 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;
- b. Guarantee access to education and equity for all eligible students regardless of their race, ethnicity, economic status, academic ability, or other factors; and
- c. Guarantee to establish the components necessary to begin school operations in the State of Oklahoma on July 1 of the first year:
 - Secure and occupy a public school administration facility;
 - Purchase and implement a state-approved school financial system;
 - Purchase and implement a state-approved student information system; and
 - Secure connectivity to state reporting systems.

Provide documentation (i.e., governing board meeting agenda and approved board meeting minutes) of governing board consideration and approval of application.





SECTION 2



OVERSIGHT AND EVALUATION



School Oversight and Evaluation Process

Initial School Oversight and Evaluation

The period of time between the authorization decision/approval of the charter contract and the school opening is an important timeframe for the establishment of the virtual charter school. There are required tasks that the school must be complete during these critical months, tasks that will better ensure the successful opening of the school. Statewide Virtual Charter School Board representatives will meet on a routine basis with school leadership to ensure appropriate progress in the establishment of the new school. The Pre-Opening Requirements Template (Appendix B) outlines the types of tasks expected to be completed within this timeframe. The template will be customized to reflect current statute and regulatory requirements, as well as reflect the expectations of the School's Charter Application and Charter Contract.

Routine and Ongoing School Oversight and Evaluation

Oklahoma communities rely on charter school authorizers to set standards that ensure families have access to quality schools. Through a Performance Framework, standards required for organizational capacity, financial management, and academic achievement provide transparency in reporting overall school performance.

The Statewide Virtual Charter School Board provides ongoing oversight and evaluation of sponsored schools through the following practices:

- Data and evidence collection (Appendix C)
- Site visits
- Attendance at governing board meetings
- School website compliance checks (Appendix E)
- Annual review and opportunity for school response
- Performance Report based on Performance Framework (Appendix D)
- External school performance review

According to Oklahoma statute, prior to the beginning of the fourth year of operation of a charter school, the sponsor shall issue a charter school performance report and charter renewal application guidance to the school and the charter school board. The performance report shall summarize the performance record to date of the charter school, based on the data required by the Oklahoma Charter Schools Act and contract and taking in consideration the percentage of at-risk students enrolled in the school, and shall provide notice of any weaknesses or concerns perceived by the sponsor concerning the charter school that may jeopardize its position in seeking renewal if not timely rectified. The charter school shall have forty-five (45) days to respond to the performance report and submit any corrections or clarifications for the report.

The Performance Framework does not negate the responsibility of the Statewide Virtual Charter School Board to take appropriate action on any statutory or regulatory violation or breach of contract deemed by the Board to be of significant nature.



Overview of Oversight and Evaluation

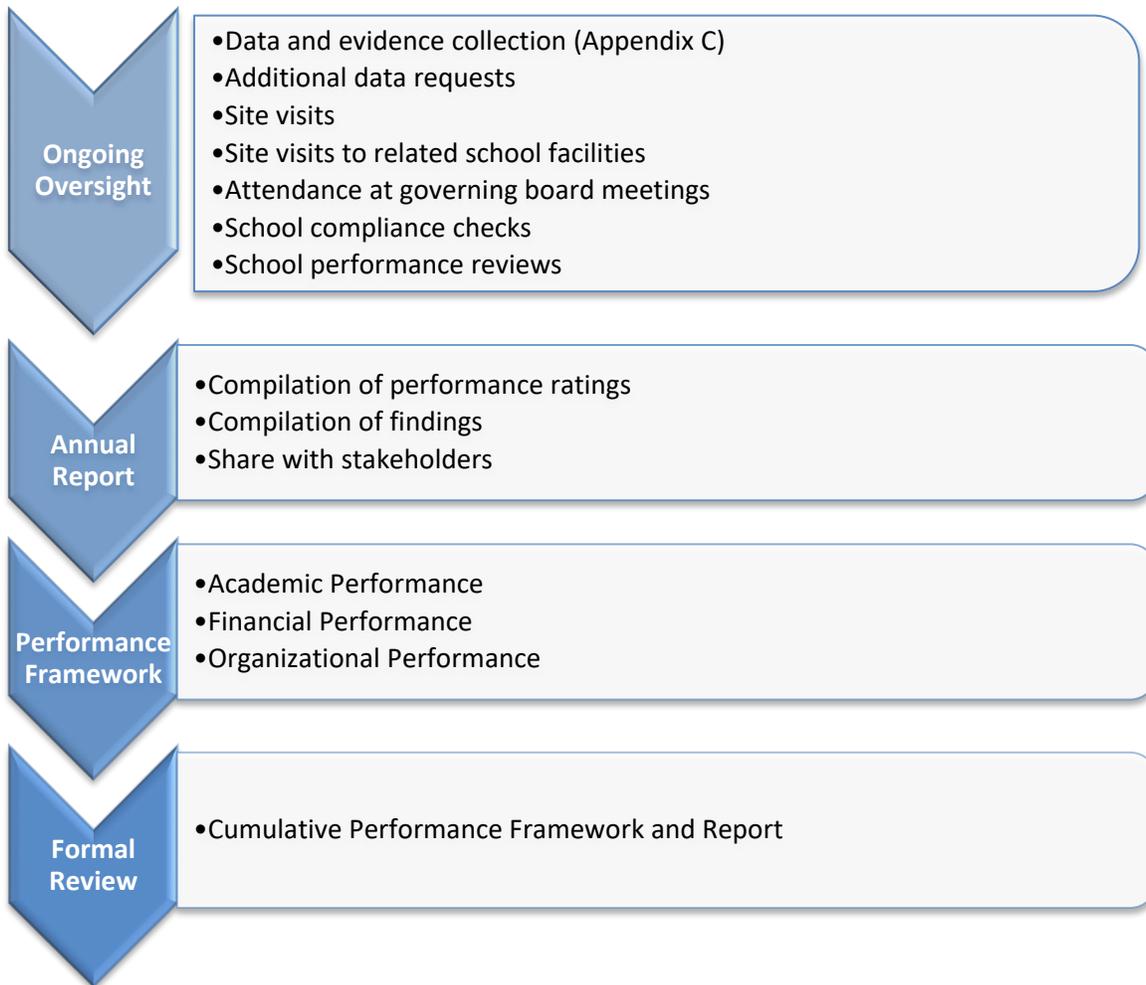
The Statewide Virtual Charter School Board assesses schools on their ability to operate as sound, independent school entities.

<p>Routine Submissions</p> <p>Throughout the year, schools are required to submit academic, financial, and organizational data. Required submissions are communicated to virtual charter schools via Appendix C of this manual.</p>
<p>Performance Framework</p> <p>Academic – Oklahoma academic performance measures will be used to assess the school’s academic performance.</p> <ul style="list-style-type: none"> • Overall achievement and growth • Subgroup achievement and growth • Postsecondary readiness <p>Financial – Fiscal viability of schools is measured through three indicators.</p> <ul style="list-style-type: none"> • Audit findings • Quarterly financial reports • Record of financial reporting compliance <p>Organizational – Organizational performance targets the legal and contractual obligations that schools must meet.</p> <ul style="list-style-type: none"> • Organizational structure • Governance • Record of compliance • Accreditation • Attendance • Recurrent enrollment • Student support • School goals
<p>Annual Report</p> <p>The Annual Report is generated through a process compiling data related to the Performance Framework and providing a year-long evaluation of school performance. The annual review process will contribute to the cumulative Performance Report required by the Oklahoma Charter School Act.</p> <p>The Statewide Virtual Charter School Board is committed to communicating information to all stakeholders. Annual Reports will be provided to virtual charter school stakeholders.</p>
<p>School Site Academic Ranking</p> <ol style="list-style-type: none"> 1. Beginning in the 2016-2017 school year, the State Board of Education shall identify charter schools in the state that are ranked in the bottom five percent (5%) of all public schools as determined pursuant to Section 1210.545 of this title. 2. At the time of its charter renewal, based on an average of the current year and the two (2) prior operating years, a sponsor may close a charter school site identified as being among the bottom five percent (5%) of public schools in the state. The average of the current year and two (2) prior operating years shall be calculated by using the percentage ranking for each year divided by three, as determined by this subsection (70-3-145.3).



Oversight and Evaluation Process Description

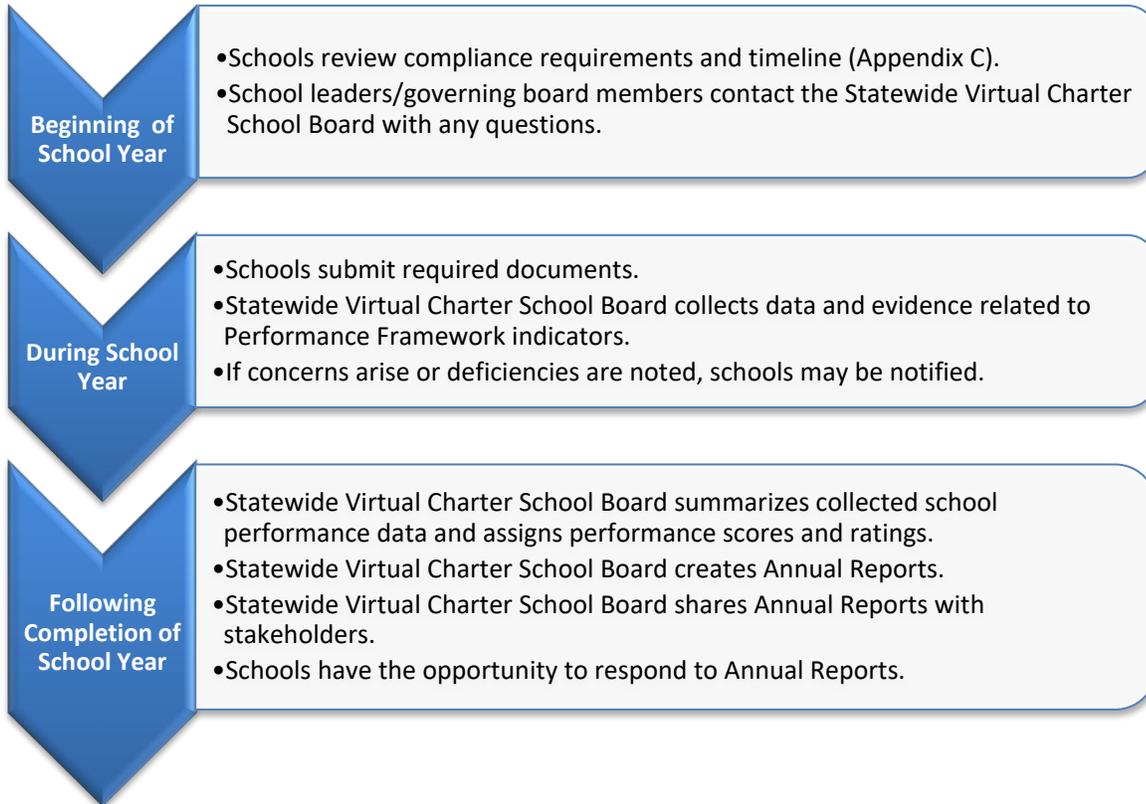
The Statewide Virtual Charter School Board oversight and evaluation process is illustrated below.





Oversight and Evaluation Timeline

The goals of the oversight and evaluation timeline are to clarify expectations for the Statewide Virtual Charter School Board’s interaction with schools and to standardize the oversight process.





Statewide Virtual Charter School Board *Performance Framework*

Introduction of Performance Framework

As mandated in the Oklahoma Charter School Act, the Performance Framework establishes the accountability criteria for virtual charter schools authorized by the Statewide Virtual Charter School Board (70-3-135 (C)).

The objective of the Statewide Virtual Charter School Board Performance Framework is to provide charter school operators and governing boards with clear expectations, fact-based oversight, and timely feedback while supporting virtual charter school autonomy.

Performance Framework Obligations

- Clearly communicate standards and expectations to schools
- Conduct a transparent, consistent, and predictable oversight process
- Focus on school outcomes
- Provide data-based feedback to schools and communities clearly showing where schools stand relative to Performance Framework expectations and standards

The Performance Framework document may be found in Appendix D.



SECTION 3



RENEWAL OF AUTHORIZATION OF SCHOOLS



Reauthorization

According to Oklahoma statute, prior to the beginning of the fourth year of operation within a five-year charter contract, the Statewide Virtual Charter School Board will issue a charter school performance report and charter renewal application guidance to the charter school board. The Performance Report will summarize the performance record to date of the charter school and will provide notice of any weaknesses or concerns perceived by the sponsor concerning the charter school that may jeopardize its position in seeking renewal. The charter school shall have forty-five (45) days to respond to the Performance Report and submit any corrections or clarifications to the report.

Prior to the beginning of the fifth or last year of the charter contract, the charter school may apply for renewal of the contract with the sponsor. The renewal application guidance outlined in this section of the manual provides opportunity for the charter school to present additional evidence, beyond the data contained in the Performance Report, supporting its case for charter renewal, describing improvements undertaken or planned for the school, and detailing the plan for the next charter term for the school. The application process allows for assessment of the school's performance record and culminates with a decision by the Statewide Virtual Charter School Board regarding the school's renewal.

The renewal of sponsorship process seeks to answer these questions:

Is the school faithful to the foundation of the school charter contract?

Is the organization effective and well run?

Is the school financially viable?

Is the academic program a success?

Does school leadership and the governing board engage in strategic planning?

Reauthorization decisions will be grounded on evidence regarding the performance of the school over the term of the charter contract. Renewal will be granted to schools that have achieved the standards, targets, and performance expectations, that are organizationally and fiscally viable, academically successful, and have remained in compliance with the terms of the contract and applicable law.

Virtual charter schools authorized by the Statewide Virtual Charter School Board that receive a score of eighty (80) percent or higher calculated over the course of the charter contract term on the Performance Framework 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. In this situation, an application would not be required. However, the letter requesting reauthorization must be submitted in compliance with the Reauthorization Process Timeline.



Reauthorization Process Timeline

- Prior to the beginning of the fourth year of operation within a five-year charter contract, the sponsor of the school will issue a charter school performance report and renewal application guidance to the school and the charter governing school board.
- The charter school shall have forty-five (45) days to respond to the performance report and submit any corrections or clarifications for the report.
- At least one (1) year prior to the expiration of the charter 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 apply for renewal of the contract.
- The application will be received and stamped by the Statewide Virtual Charter School Board at the address below. One (1) original and seven (7) copies, as well as an electronic version of the application are required.

Statewide Virtual Charter School Board
840 Research Parkway, Suite 455

- The application will be distributed to the members of the Statewide Virtual Charter School Board for review.
- Applicant will conduct a public presentation of the application at the next regular Statewide Virtual Charter School Board meeting.
- The Statewide Virtual Charter School Board will consider the application at a subsequent board meeting.
- Prior to the board meetings, the Statewide Virtual Charter School Board will submit notice(s) of the date, time and location to the address of record in the application.
- Acceptance or rejection of renewal of sponsorship by the Statewide Virtual Charter School Board is required eight (8) months prior to expiration of charter contract.
- A written notification of acceptance or rejection of renewal of sponsorship by the Statewide Virtual Charter School Board will be mailed within five (5) business days of decision.
- If application for authorization is accepted, execution of a contract for sponsorship will begin. A charter contract similar to the template provided in Appendix G may be executed.
- If application for renewal of sponsorship is rejected, the written notification of rejection will outline reasons for the decision.
- If the Statewide Virtual Charter School Board denies a request for renewal, the charter school may proceed as allowed in statute and regulations.
- Should the decision to deny sponsorship be upheld, the Statewide Virtual Charter School Board and the charter school governing board will proceed with school closing procedures.



Reauthorization Process

In addition to the evidence and data in the Performance Report, the application for reauthorization is the school's opportunity to present other evidence that demonstrates the school's performance in each of the five areas listed below. It is the school's explanation of why the Statewide Virtual Charter School Board should renew the school's charter. The application should build upon the Performance Report and provide credible evidence in each of the core component areas and data-driven information regarding the school's plans for the future. Plans should address strengths and successes, as well as acknowledge weaknesses and strategies for improvement. School leadership should view this process as an opportunity to advocate for the school, provide an analysis of achievement, note successes, explain weaknesses, demonstrate solutions and answer questions.

It is recommended that applicants refer to the Oklahoma Charter School Act and related Statewide Virtual Charter School Board statute and regulations for guidance in the application process. All applications for renewal of authorization as an Oklahoma virtual charter school submitted to the Statewide Virtual Charter School Board for their consideration must adhere to the requirements of state and federal statutes and regulations, as well as to the direction of this document.

Applications for renewal of sponsorship will be accepted and thoughtfully considered. The charter renewal decision will be based on the school's performance over the term of the current contract with consideration in each of the following areas:

- 1) *Faithfulness to the Foundation of the School Charter*
- 2) *Organizational Capacity*
- 3) *Financial Management*
- 4) *Education Program and Performance*
- 5) *Strategic Planning*



Application for Reauthorization

The following pages provide guidance in the completion of the application for reauthorization and list the expected components. Responses should provide clarity and detail to allow members of the Statewide Virtual Charter School Board to make an informed decision regarding renewal of sponsorship.

- Application and all related materials must be submitted in compliance with the timeline.
- The text and attachments must use standard one-inch margins, be clearly paginated, and use a readable font no smaller in type than 11 point.
- Each section of the application must be labeled.
- Tables, graphs, and other data provided in the application must be clearly presented and explained and must be directly relevant to the text.
- The application must include the required Statements of Assurance with signatures. The application may not be submitted without the required signed statements. In addition, please note that the application requires that the school's governing body certify that the application has been considered and approved in an open meeting of the governing body.
- All attachments must be labeled and provided in the appendix.
- Application may contain no more than thirty (30) pages total, from cover to cover.

The school's completed application must be submitted to Statewide Virtual Charter School Board at the address noted below and in compliance with the Reauthorization Process Timeline.

Oklahoma Statewide Virtual Charter School Board
840 Research Parkway, Suite 455
Oklahoma City, OK 73104



Application for Reauthorization

Application Contents

1. **Cover Page** – Labeled as application and listing the following information:
 - a. Name of school
 - b. Address
 - c. Contact information: name, title, phone, email address
 - d. Date of application approved by governing body
 - e. Application submission date
2. **Cover Letter** – No more than two pages providing a brief overview of the school’s vision and mission, key design elements, and major accomplishments and challenges over the term of the current charter contract.
3. **Statements of Assurance** – Include with the application signed and notarized statements of recognition and agreement by the school leadership all members of the governing body to comply as follows:
 - a. Consideration and approval of the reauthorization application;
 - b. Fully comply as an Oklahoma public charter school with all 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
 - c. Guarantee access to education and equity for all eligible students regardless of their race, ethnicity, economic status, academic ability, or other factors.
4. **Table of Contents** – Labeled naming all major sections and appendices and including page numbers.



Application for Reauthorization

5. **Overview of the School** – To provide the reader with a snapshot of the charter school, complete a table similar to the example below.

Name of School	
Location(s)	
Year Opened	
Year(s) Renewed (if applicable)	
Current Enrollment	
Grade Span	
Accountability Report Information	
Graduation Rate	
Recurrent Enrollment Information	
Other Information	

6. In addition to the information found in the Performance Report, 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:
- a. **Faithfulness to the Foundation of the Charter**
 - b. **Organizational Capacity**
 - c. **Financial Management**
 - d. **Education Program and Performance**
 - e. **Strategic Planning**
7. **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.





SECTION 4



SCHOOL CLOSURE



School Closure Process

Final 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.

The Statewide Virtual Charter School Board has developed revocation and nonrenewal processes consistent with the Oklahoma Charter Schools Act. These procedures provide the charter school with:

1. A timely notification of the prospect of revocation or nonrenewal and of the reasons for possible closure;
2. A reasonable amount of time to prepare and submit a response;
3. An opportunity to submit documents and give testimony in a public hearing challenging the rationale for closure and in support of the continuation of the school at an orderly proceeding held for that purpose and prior to taking any final renewal or revocation decision related to the school; and
4. After appropriate deliberations, a written response of the final determination.

In the event of a charter school closure determination, the Statewide Virtual Charter School Board will act to ethically and responsibly attend to school closing proceedings in accordance with statute and regulations and with the School Closure Protocol (Appendix F).



Appendix A



Application for Initial Authorization Template



Initial Authorization Application

APPLICATION CONTENTS
Section 1. Cover Page
Name of applicant(s) and requested sponsor
Name of proposed charter school
Address of proposed charter school
Contact information: name, title, phone, email address
Application submission date
Section 2. Cover Letter
Section 3. Table of Contents
Section 4. Documentation of Applicant's Completion of Charter School Training Sponsored by the Oklahoma State Department of Education
Section 5. Development of the Foundation for the Proposed School Charter
Vision and purpose of the proposed school
Mission of the proposed school
Key elements of school design that align with and support the mission
Access and equity
Compliance
Assumption of liability by the proposed charter school
Demonstration of community support (including contact information for individuals noted in this section)



Section 6. Organizational Capacity
Organizational Structure
Demonstrated experience in pre-kindergarten through twelfth grade school operations
Location and description of the school administration facility(ies), including back-up or contingency plans
Organizational design <ol style="list-style-type: none"> 1. Lines of authority and accountability 2. Leadership roles and responsibilities 3. Descriptions of duties 4. Advisory bodies 5. External organizations/service providers (as applicable to school management)
Leadership and Teacher Employment and Personnel Policies
Professional Development and Training Plan
Description of technology capacity
Description of system accessibility
Description of student records and data management
Student Recruitment Policies and Procedures (including lottery procedures)
Admission/Enrollment Policies and Procedures <ul style="list-style-type: none"> ✓ Including minimum and maximum enrollment planned per year for the term of the charter contract ✓ Including proposed calendar and sample daily schedule as applicable to online learning at proposed school
Attendance Policies and Procedures
Promotion/Graduation Policies and Procedures
Student Conduct and Discipline Policies and Procedures
Description of School Safety and Emergency/Crisis Response Plan
Description of Parent/Family Education and Engagement Plan <ul style="list-style-type: none"> ✓ Including expectations and opportunities
Plans for providing significant operational or ancillary services
Governance
Governing body
Governing body membership, including evidence of Oklahoma residency
Roles and responsibilities
Proposed Governing By-laws
Meeting schedule (Minimum of quarterly governing body meetings)



Capacity for governance <ol style="list-style-type: none"> 1. Support of the charter contract 2. Organizational accountability 3. Financial stewardship 4. Academic oversight 		
Partnerships or contractual partnerships central to the operations and/or mission of proposed charter school		
Detailed school start-up plan/chart preferred (sample below)		
Tasks	Timelines	Responsibilities/ Individuals Completing
Section 7. Financial Management		
Description of the roles/responsibilities of the treasurer, financial officers		
Financial Policies, including financial controls and compliance with audit requirements		
Financial plan for the first five years of operation <ul style="list-style-type: none"> ✓ Start-up and five-year budgets and cash flow projections accounting for the school's anticipated enrollment, including a budget if the school only realizes a portion of the school's anticipated enrollment ✓ Start-up and first-year cash flow projections (Documents provided must account for the school's anticipated enrollment, as well as budget if the school only realizes a portion of the school's anticipated enrollment) ✓ Anticipated fundraising plan 		
Insurance coverage/plan		
Verifiable proof of secured funds for each source of revenue and documentation to support any agreement, donation, or loan that supports the budget		
Section 8. Education Program and Performance		
Grade levels served		
External organizations/service providers (as applicable to education/instruction services)		
Student support structures, including class size		
Curriculum and instructional model <ul style="list-style-type: none"> • Learning environment • Curriculum overview • Curriculum materials • Instructional strategies • Equipment and technology requirements • Alignment with Oklahoma academic standards 		



Student assessment (internal and external) <ul style="list-style-type: none">• Plan to measure and report student progress• Benchmarks for student learning• District/school assessments• Oklahoma School Testing Program (OSTP)
Program evaluation
Plan for support structures (e.g. online tutoring, home mentors, and technical support services in place 24x7) in addition to teacher support
Supports for diverse learners <ul style="list-style-type: none">• Remediation/Response to Intervention (RtI) Plan• Individualized Disability Education Act (IDEA)• Section 504 Rehabilitation Act• English Language Learner support• Gifted and Talented program• At-risk/academically behind learners
Co-curricular and extracurricular activities <ul style="list-style-type: none">• Description• Delivery• Funding
Student performance
School culture
Section 9. Growth Plan
Include a concise plan detailing expected school growth and describing how the school will evolve to meet the needs of school growth
Include an outline of criteria designed to measure effectiveness of the school
Section 10. Charter History
Has the applicant applied for authorization in other states?
To what states and authorizers?
What was the result?
Has the service provider(s) provided charter school services in other states?
What is the applicant's relationship with the service provider(s)?



Section 11. Statements of Assurance

Include with the application signed and notarized statements of recognition and agreement by the governing body members to:

- a. Fully comply as an Oklahoma public charter school with all 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
- b. Guarantee access to education and equity for all eligible students regardless of their race, ethnicity, economic status, academic ability, or other factors
- c. Guarantee to establish the components necessary to begin school operations in the State of Oklahoma on July 1 of the first year
 - Secure and occupy a public school administration facility
 - Purchase and implement a state-approved school financial system
 - Purchase and implement a state-approved student information system
 - Secure connectivity to state reporting systems

Provide documentation (i.e., governing board meeting agenda and approved board meeting minutes) of governing board consideration and approval of application.



Appendix B



Pre-Opening Requirements Template



Pre-Opening Requirements Template

Name of Virtual Charter School				
Target School Opening Date				
Date(s) of Requirements Review				
Meeting Attendees				
Pre-opening Requirements Essential Tasks Consistent with Application for Sponsorship, Charter Contract, Oklahoma Statute and Regulations and Expected for Completion Prior to the Opening of the School	Task Target Date	In Progress	Completed	Notes
Foundation of the School Charter				
Implement Mission-Centered Planning				
Implement Key Elements of School Design				
Approve Access and Equity Policies and Establish Procedures				
Implement Community Support Plan				
Secure 501c3				
Organizational Capacity				
Organizational Structure				
Submit Charter Contract to SDE and Request Codes(s)				
Secure a Public Administration Facility				
Acquire: <ul style="list-style-type: none"> • Equipment • Furniture • Supplies 				
Develop and Approve Organizational Design				
Develop and Approve Professional Development Plan				
Approve and Implement Technology Systems: <ul style="list-style-type: none"> • Connectivity to all State Reporting Systems • Purchase and Implementation of State-Approved Student Information System • Purchase and implementation of State-Approved School Financial Reporting System 				



Pre-Opening Requirements Template

Pre-opening Requirements Essential Tasks Consistent with Application for Sponsorship, Charter Contract, Oklahoma Statute and Regulations and Expected for Completion Prior to the Opening of the School	Task Target Date	In Progress	Completed	Notes
Approve and Implement Other Technology Systems				
Approve Policies/Procedures: <ul style="list-style-type: none"> • Student Recruitment • Admissions/Enrollment • Attendance • Promotion/Graduation • Student Conduct/Discipline • Safety/Emergency Response Plan • Student/Family Education and Engagement • Student Achievement Grading and Progress Reporting Policies and Procedures 				
Develop and Approve School Communication Systems: <ul style="list-style-type: none"> • Phone • Website • Other 				
Develop and Approve Job Descriptions: <ul style="list-style-type: none"> • Administrative Staff • Teaching Staff • Support Staff 				
Develop and Approve Evaluation Processes: <ul style="list-style-type: none"> • Administrative Staff • Teaching Staff • Support Staff 				
Develop and Approve School Calendar				
Develop and Approve Student Handbook				
Develop and Approve Staff Handbook				



Pre-Opening Requirements Template

Pre-opening Requirements Essential Tasks Consistent with Application for Sponsorship, Charter Contract, Oklahoma Statute and Regulations and Expected for Completion Prior to the Opening of the School	Task Target Date	In Progress	Completed	Notes
Organizational Capacity				
Governance				
Develop Board Membership				
Evidence of Board Member Residency				
Develop and Implement Board Training Plan: <ul style="list-style-type: none"> • Roles and Responsibilities • Ethics • Open Meeting Act • Open Records Act • School Finance • Academic Achievement 				
Develop and Implement Meeting Schedule				
Develop and Approve Job Description for Board Officers and Members				
Select and Approve Board Officers				
Develop and Approve Job Description for Head of School / Superintendent				
Select and Hire Head of School / Superintendent				
Develop and Approve Benchmarks for Head of School / Superintendent				
Develop and Approve Evaluation Process for Head of School / Superintendent				
Develop and Approve Contract for Head of School / Superintendent				
Approve By-Laws				



Pre-Opening Requirements Template

<p>Pre-opening Requirements Essential Tasks Consistent with Application for Sponsorship, Charter Contract, Oklahoma Statute and Regulations and Expected for Completion Prior to the Opening of the School</p>	<p>Task Target Date</p>	<p>In Progress</p>	<p>Completed</p>	<p>Notes</p>
<p>Develop and Approve Board Protocols:</p> <ul style="list-style-type: none"> • Agenda Format • Minutes Format • Opening Meeting Act Assurances • Calendar of Critical Topics for Consideration • Mechanism for Tracking Approved Policies 				
<p>Financial Management</p>				
<p>Develop and Approve Roles and Responsibilities through Job Descriptions:</p> <ul style="list-style-type: none"> • Treasurer • Other Financial Officers 				
<p>Appoint Treasurer</p>				
<p>Approve and Implement Financial Plan</p>				
<p>Approve and Implement Financial Process and Reporting Requirements</p>				
<p>Develop and Approve Budget</p>				
<p>Verifiable Proof of Secured Funds to Support Budget</p>				
<p>Establish Bank Account</p>				
<p>Develop and Approve Finance Policies:</p> <ul style="list-style-type: none"> • Fiscal Financial Controls, Including Financial Process and Reporting Requirements • Audit Requirements • Investment • Other 				



Pre-Opening Requirements Template

Pre-opening Requirements Essential Tasks Consistent with Application for Sponsorship, Charter Contract, Oklahoma Statute and Regulations and Expected for Completion Prior to the Opening of the School	Task Target Date	In Progress	Completed	Notes
Secure Insurance: <ul style="list-style-type: none"> • Property • Liability • Other 				
Secure Required Bonds: <ul style="list-style-type: none"> • Superintendent • Chief Financial Officer • Treasurer • Encumbrance Clerk • Minutes Clerk • Activity Fund Clerk 				
Secure Connection of Accounting System to Oklahoma Cost Accounting System				
Develop and Approve Financial Process Forms (i.e., Purchase Orders, Expense Forms)				
Develop and Approve Personnel Policies and Procedures: <ul style="list-style-type: none"> • Compensation • Benefits • Other 				
Develop and Submit Federal Programs Plan and Application				
Education Program and Performance				
Develop and Implement Curriculum and Instructional Models				
Develop and Implement Assessment Plan				



Pre-Opening Requirements Template

Pre-opening Requirements Essential Tasks Consistent with Application for Sponsorship, Charter Contract, Oklahoma Statute and Regulations and Expected for Completion Prior to the Opening of the School	Task Target Date	In Progress	Completed	Notes
Develop and Implement Diverse Learner Systems and Supports: <ul style="list-style-type: none"> • Special Education • English Language Learners • At-Risk Students • Gifted and Talented 				
Growth Plan				
Develop and Implement Growth Plan Enabling School to Meet the Needs of Potential Students				
Develop and Implement Strategies to Attain Goals				





Appendix C



Routine Year-Round Compliance Review



Routine Year-Round Compliance Review

Oklahoma statute provides that the Statewide Virtual Charter School Board “shall provide oversight of the operations of statewide virtual charter schools in this state.” (70-3-145.3) In addition, the National Association of Charter School Authorizers (NACSA) in the *Principles and Standards for Quality Charter School Authorizing* recommends the authorizer “base the renewal process and renewal decisions on thorough analyses of a comprehensive body of objective evidence defined by the Performance Framework in the charter contract.” As such, the following school data shall be submitted to the Statewide Virtual Charter School Board through the Board’s online data collection system in accordance with the due dates listed.

Should the virtual charter school not be able to submit documents through the Statewide Virtual Charter School Board online data collection system, paper copies must be provided by the due date.

The routine year-round compliance review includes those documents that are considered as relevant evidence in the oversight of the virtual charter schools sponsored by the Statewide Virtual Charter School Board. Other school information may be requested and is expected to be provided to ensure the transparency required for the Board to fulfill its duties.

For any required document without a specific due date, it is the responsibility of the school to take all steps necessary to ensure submission of the document within the expected timeframe.



Routine Year-Round Compliance Review

DUE DATE	SUBMISSION TYPE	DOCUMENT TO SUBMIT & SUBMISSION INSTRUCTIONS	*
By Aug. 1 and/or within 30 calendar days of approval	By-laws	Submit approved By-laws. <i>Any change in the By-laws must be dated and resubmitted within five (5) business days.</i>	I
By Aug. 1 and/or within 30 calendar days of approval	Management Contracts	Submit board-approved Management Contract, Charter Management Organization (CMO), and/or Educational Management Contract (EMO) (if applicable). <i>Any change in the Management Contract must be dated and resubmitted within five (5) business days.</i>	II III IV
By Aug. 1 and/or Within 30 calendar days of approval	Board Meeting Calendar	Submit board approved calendar as submitted to Oklahoma County with received and recorded date stamp. <i>Any change in the Board Meeting Calendar must be dated and resubmitted within five (5) business days.</i>	II
By Aug. 1 and/or within 5 business days of approval	Governing Board Roster	Submit complete dated board roster including names, offices, terms, contact information (physical and email addresses, phone numbers). <i>Any change in the roster must be dated and resubmitted within five (5) business days.</i>	II
24 hours prior to board meeting	Board Agenda and Supporting Documents	Submit board meeting agenda as posted and supporting board meeting documents.	II
Within 30 calendar days of board approval	Board Minutes	Submit board-approved minutes signed by board president and board secretary/clerk and supporting documents considered by the governing board.	II
Within 5 calendar days of receipt or action	Litigation Notice	Schools are required to notify SVCSB within five (5) calendar days of receiving, commencing and/or filing any notice of litigation and/or legal complaint.	II
August 5	Initial Enrollment Count	Submit initial enrollment count by grade level and total submitted to Regional Accreditation Officer (RAO).	II
By 15 th of each month	Enrollment Count	Submit screen shot of student information system actual enrollment count by grade level and total on the 1st of each month.	II
6/15	Last Day Enrollment Count	Submit screen shot of student information system actual enrollment count by grade level and total on the last day of school.	II
By 5 th of each month	Task Certification of Completion	Complete Certification of Completion for tasks due in the past thirty (30) days.	II



Routine Year-Round Compliance Review

SUBMISSION TYPE	DOCUMENT TO SUBMIT and SUBMISSION INSTRUCTIONS	*
QUARTER 1 (July, August, September)		
All Quarter 1 documents are due by October 15.		
Annual Budget	Submit the board-approved annual budget outlining the income and expenditures expected in current year.	III
Estimate of Needs	Submit approved Estimate of Needs.	III
Attendance Policy	Submit board-approved Attendance Policy.	II
Employment Policy	Submit board-approved Employment Policy(ies).	II
Internal Assessment Plan	Submit internal assessment plan. <i>The school is expected to maintain a formative or benchmark assessment plan for both English language arts/reading and mathematics to ensure instruction appropriate for each enrolled student. While this or other school assessment data may be presented as supplemental evidence of a school's performance, this assessment data will not supplant state assessment results.</i>	IV
Enrollment / Lottery Policy	Submit board-approved Enrollment/Lottery Policy.	II
Employee Compensation	Submit documentation of all compensation (salaries, hourly wages, benefit compensation, bonuses, etc.) paid to each and every employee of the Charter School, including the Chief Administrative Officer/Superintendent. (70 O.S. §3-135(B)/Charter Contract 8.12.2 Employment contracts)	III
Surety Bond Verification	Submit evidence of the required Surety Bonds: Superintendent, \$100,000.00 Treasurer, \$100,000.00 Encumbrance Clerk, \$1,000.00 Minutes Clerk, \$1,000.00 Activity Fund Custodian, \$1,000.00 Surety Bonds must include: 1) Position, 2) Date issued, and 3) Date of expiration.	II
Insurance Verification	Submit public liability insurance equal to or greater than the limits of liability required in the Oklahoma Governmental Tort Claims Act. Include copies of certificates of insurance with sufficient property and casualty insurance to cover the value of all property of the charter school purchased using state and federal funds. Provide other insurance as required. Include the name of the school, type of insurance, issue date and expiration date.	III
First Quarter Financial Statement	Submit an itemized report of all income and expenses of the charter school. The financial statement shall include a verification signed by the school treasurer. <i>"I hereby certify under penalty of perjury under the laws of the State of Oklahoma and the United States of America that the foregoing is true and correct to the best of my knowledge as of this ___ day of (Month), (Year)."</i>	III



Routine Year-Round Compliance Review

SUBMISSION TYPE	DOCUMENT TO SUBMIT and SUBMISSION INSTRUCTIONS	*
QUARTER 1 Continued (July, August, September)		
All Quarter 1 documents are due by October 15.		
Fourth Quarter Financial Statement	Submit an itemized report of all income and expenses of the charter school. The financial statement shall include a verification signed by the school treasurer. <i>"I hereby certify under penalty of perjury under the laws of the State of Oklahoma and the United States of America that the foregoing is true and correct to the best of my knowledge as of this ___ day of (Month), (Year)."</i>	II
Fiscal Year Revenue and Expenditure Report	Submit Fiscal Year Revenue and Expenditure Report. Include a statement of actual income and expenditures for the charter school for the fiscal year that ended on the preceding June 30, in a manner compliant with Section 5-135 of the Oklahoma Charter Schools Act.	III
Facilities Compliance	Submit Facilities Compliance Form. Review Administrative Rules 777:10-5-3. <i>All sites listed must have documentation on file at the school indicating compliance with local, state, and/or federal statutes and regulations governing health and safety applicable to public facilities.</i>	II
Accreditation Application	Submit a copy of SDE Accreditation Application.	II
Student/Family Handbook	Submit board-approved Student/Family Handbook.	II
Employee Handbook	Submit board-approved Employee Handbook.	II
School Calendar	Submit board-approved school calendar.	II
Organizational Chart	Submit school organizational chart.	II
QUARTER 2 (October, November, December)		
All Quarter 2 documents are due by January 15.		
Final OSTP Results	Submit FINAL Oklahoma State Testing Program (OSTP) Summary Disaggregated Reports. Submit disaggregated summary test results with both percentages and number of students tested in all categories for ALL, FAY, and subgroup students.	IV
Second Quarter Financial Statements	Submit an itemized report of all income and expenses of the charter school. The financial statement shall include a verification signed by the school treasurer. <i>"I hereby certify under penalty of perjury under the laws of the State of Oklahoma and the United States of America that the foregoing is true and correct to the best of my knowledge as of this ___ day of (Month), (Year)."</i>	III
First Quarter Statistical Report Summary	Submit FQSR summary that has been approved and certified by the District Superintendent and audited by the RAO.	II
Child Count	Submit October 1 Child Count reports: 1) Consolidated Report, 2) Homeless Census Survey, 3) Child Count, 4) Student Enrollment Count, 5) Immigrant Count, 6) Limited English Proficient, 7) Gifted and Talented, 8) Economically Disadvantaged, 9) Neglected and Delinquent, 10) Homeless, and 11) Child Count Certification.	II



Routine Year-Round Compliance Review

SUBMISSION TYPE	DOCUMENT TO SUBMIT and SUBMISSION INSTRUCTIONS	*
QUARTER 3 (January, February, March)		
All Quarter 3 documents are due by April 15.		
Final Federal Programs Allocations	Submit all applicable Final Federal Programs Allocations Reports.	III
Accreditation Status Notice	Submit SDE Accreditation Status notice. Include a plan to address deficiencies (if applicable).	II
Accountability Report	Submit annual SDE Accountability Report.	II IV
Third Quarter Financial Statement	Submit an itemized report of all income and expenses of the charter school. The financial statement shall include a verification signed by the school treasurer. <i>"I hereby certify under penalty of perjury under the laws of the State of Oklahoma and the United States of America that the foregoing is true and correct to the best of my knowledge as of this ___ day of (Month), (Year)."</i>	III
Final State Aid Allocation	Submit Final State Aid Allocation Reports: 1) ACE Remediation, 2) ACE Technology, 3) Alternative Education, 4) Drivers Education, 5) Flexible Benefit Allowance, 6) Foundation & Salary Incentive Aid, 7) Parent Education Program, 8) Professional/Staff Development, 9) Reading Proficiency Act, 10) Reading Sufficiency Act, 11) Shared Superintendent Assistance, and 12) Textbooks.	III
QUARTER 4 (April, May, June)		
All Quarter 4 documents are due by June 30.		
ACT Profile Report	Submit complete ACT Profile Report assessment participation data and results for prior school year. ACT Profile Report Sections include Section I – Executive Summary, Section II Academic Achievement, Section III College Readiness and Impact of Course Rigor, Section IV Career and Educational Aspirations, and Section V Optional Writing Test Results.	IV
Annual Audit Document(s)	Submit board-approved annual examination and evaluation of the financial statements of a charter school performed by an Oklahoma approved auditor and also submitted to the SDE.	III
Annual Audit Response from SDE to School	Submit the SDE Annual Audit response from the SDE Office of Financial Accounting, OCAS and Audits.	III
Annual Audit Corrective Action from School to SDE	Submit the SDE Audit Comment/Recommendation/MGMT letter Corrective Action Response Form submitted to the Office of Financial Accounting, OCAS and Audits (if applicable).	III
Annual Alternative Education Evaluation	Submit the SDE Annual Alternative Education Evaluation (if applicable.)	II IV
Plan for Improvement	In the event the school fails to meet the student academic performance benchmarks set forth in the Charter Contract, the school shall submit governing board-approved Plan for Improvement to SVCSB (if applicable).	IV



Routine Year-Round Compliance Review

SUBMISSION TYPE	DOCUMENT TO SUBMIT and SUBMISSION INSTRUCTIONS	*
QUARTER 4 Continued (April, May, June)		
All Quarter 4 documents are due by June 30.		
Lease/Purchase Agreement	Submit all current lease and/or real property purchase agreements/contracts. Submit Certificate of Occupancy (if applicable).	II
Current Inventory	Submit a detailed listing of any and all property purchased with public funds. Where applicable, include serial and model numbers.	III
Supplemental Estimate of Needs	Submit approved Supplemental Estimate of Needs (if applicable).	III
Strategic Planning Document(s)	Submit evidence of strategic planning.	V
Generic Enrollment File	Submit a list of all required documentation requested of families to enroll for the following school year. Submit all forms the school requests of families for a student to enroll at the school.	II
Comprehensive Exit Report	Submit Comprehensive Exit Report. Submit summary only, no student information.	IV
Key Design Elements of School Report	Submit information and data related to the implementation of the key design elements of the school presented in the authorization renewal application.	I
College Preparation Coursework Report	Submit a summary report documenting college preparation coursework offered and accessed by students.	IV
Career Technology Programs Report	Submit a summary report documenting Career Technology Programs offered and accessed by students.	IV
Senior Graduation Report	Submit a report with 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.	IV
Military Service Report	Submit a summary report documenting graduating students committed to military service.	IV
Annual Statistical Report Summary	Annual Statistical Report Summary that has been certified and approved by the District Superintendent and audited by the Regional Accreditation Officer (RAO).	II



Routine Year-Round Compliance Review

SUBMISSION TYPE	DOCUMENT TO SUBMIT and SUBMISSION INSTRUCTIONS	*
<p>* References evidence of the following:</p> <ul style="list-style-type: none">I. Foundation of the CharterII. Organizational CapacityIII. Financial ManagementIV. Academic PerformanceV. Strategic Planning		

On July 30, the prior fiscal year Routine Year-Round Submission Reports will be completed.



Appendix D



Performance Framework



Performance Framework

Prior to the beginning of the fourth year of operation of a charter school, the sponsor shall issue a charter school performance report and charter renewal application guidance to the school and the charter school board (70-3-135 (C)). The performance report shall summarize the performance record to date of the charter school, based on the data required by the Oklahoma Charter Schools Act and contract and taking into consideration the percentage of at-risk students enrolled in the school, and shall provide notice of any weaknesses or concerns perceived by the sponsor concerning the charter school that may jeopardize its position in seeking renewal if not timely rectified. The charter school shall have forty-five (45) days to respond to the performance report and submit any corrections or clarifications for the report.

The performance framework sets forth the academic and operational performance indicators, measures and metrics that will guide the evaluation of the charter school by the authorizer. Data is submitted through the year to the authorizer and informs the performance framework. Included in the framework are indicators, measures and metrics that address the following statutory requirements:

1. Student academic proficiency;
2. Student Academic growth;
3. Achievement gaps in both proficiency and growth between major student subgroups;
4. Student attendance;
5. Recurrent enrollment from year to year as determined by the methodology used for public schools in Oklahoma;
6. In the case of high schools, graduation rates as determined by the methodology used for public schools in Oklahoma;
7. In the case of high schools, postsecondary readiness;
8. Financial performance and sustainability; and
9. Governing board performance and stewardship, including compliance with all applicable laws, regulations and terms of the charter contract.



Academic Performance Framework Checklist

The Academic Performance section of the Framework is developed to provide an assessment of the body of evidence required to determine the academic performance of the school. It is expected that the school will deliver an academic program that provides improved academic outcomes and education success for students. This should be accomplished through (1) a robust curriculum aligned to state academic standards and aligned both vertically and horizontally within the school, (2) instruction that includes best practices in online education and student engagement, (3) a formative assessment program that continually enables teachers, students, and parents to gage academic progress and learning gaps and create lessons to address student needs, and (4) a variety of student supports appropriate for online education.

Academic Performance Framework – Checklist	Meets Standard	Does Not Meet Standard
1.1 – Overall Achievement and Growth		
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 ?		
1.1.3 – Are students enrolled in the school for two or more consecutive academic years achieving proficiency on statewide assessments in Reading/English Language Arts ?		
1.1.4 – Are students enrolled in the school for two or more consecutive academic years achieving proficiency on statewide assessments in Math ?		
1.1.5 – Are students enrolled in the school for three or more consecutive academic years achieving proficiency on statewide assessments in Reading/English Language Arts ?		
1.1.6 – Are students enrolled in the school for three or more consecutive academic years achieving proficiency on statewide assessments in Math ?		
1.2 – Subgroup Achievement and Growth		
1.2.1 – Are students in the special education subgroup achieving proficiency on statewide assessments in Reading/English Language Arts ?		
1.2.2 – Are students in the special education subgroup achieving proficiency on statewide assessments in Math ?		
1.2.3 – 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 ?		
1.2.4 – Are students in the special education subgroup enrolled for two or more consecutive academic years achieving proficiency on statewide assessments in Math ?		
1.2.5 – 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 ?		
1.2.6 – Are students in the special education subgroup enrolled for three or more consecutive academic years achieving proficiency on statewide assessments in Math ?		



Academic Performance Framework Checklist

Academic Performance Framework – Checklist	Meets Standard	Does Not Meet Standard
1.2.7 – Are students in the economically disadvantaged subgroup achieving proficiency on statewide assessments in Reading/English Language Arts ?		
1.2.8 – Are students in the economically disadvantaged subgroup achieving proficiency on statewide assessments in Math ?		
1.2.9 – 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 ?		
1.2.10 – Are students in the economically disadvantaged subgroup enrolled for two or more consecutive academic years achieving proficiency on statewide assessments in Math ?		
1.2.11 – 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 ?		
1.2.12 – Are students in the economically disadvantaged subgroup enrolled for three or more consecutive academic years achieving proficiency on statewide assessments in Math ?		
1.3 – Postsecondary Readiness		
1.3.1 – Based on state expectations for student graduation within four years, does the school meet the expectations for student graduation?		
1.3.2 – Based on the extended-year adjusted graduation rate, does the school meet the expectations for student graduation?		
1.3.3 – Did the school meet the expectation for graduating eligible seniors during the most recent school year?		
1.3.4 – Are the school’s students participating in the ACT college preparation assessment process?		
1.3.5 – Does the school’s student performance on the ACT meet the state performance level?		
1.3.6 – Are students benefiting from college and career readiness opportunities (i.e. college preparatory coursework, college remediation data, Career Technology programs, other industry certification programs, internships, dual (concurrent) enrollment, military service commitment)?		



Academic Performance Framework

1.0 – Academic Performance Framework

1.1 – Overall Achievement and Growth

1.1.1 – Are students achieving proficiency on statewide assessments in **Reading/English Language Arts?** *

○ **Meets Standard**

✓ The percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the state level of proficiency.

OR

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

** Proficiency determined based on Full Academic Year (FAY) OSTP results. Partial credit will be awarded for each grade level that meets one of the two standards.*

The following grade levels meet one of the two standards:

3 rd Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	7 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	8 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	H.S. English Language Arts	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No			

1.1.2 – Are students achieving proficiency on statewide assessments in **Math?** *

○ **Meets Standard**

✓ The percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the state level of proficiency.

OR

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

** Proficiency determined based on Full Academic Year (FAY) OSTP results. Partial credit will be awarded for each grade level that meets one of the two standards.*

The following grade levels meet one of the two standards:

3 rd Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	7 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	8 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	H.S. Math	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No			



Academic Performance Framework

1.0 – Academic Performance Framework

1.1 – Overall Achievement and Growth

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

○ **Meets Standard**

✓ The percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the state level of proficiency.

OR

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

** Proficiency determined based on Full Academic Year (FAY) OSTP results. Partial credit will be awarded for each grade level that meets one of the two standards.*

**A student is considered enrolled for two or more years if he/she was present on the testing roster of the reporting year and on the October WAVE snapshot indicating enrollment on October 1 of the previous school year.*

The following grade levels meet one of the two standards:

3 rd Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	7 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	8 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	H.S. English Language Arts	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No			



Academic Performance Framework

1.0 – Academic Performance Framework

1.1 – Overall Achievement and Growth

1.1.4 – Are students enrolled in the school for two or more consecutive academic years achieving proficiency on statewide assessments in **Math**? *

○ **Meets Standard**

✓ The percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the state level of proficiency.

OR

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

** Proficiency determined based on Full Academic Year (FAY) OSTP results. Partial credit will be awarded for each grade level that meets one of the two standards.*

**A student is considered enrolled for two or more years if he/she was present on the testing roster of the reporting year and on the October WAVE snapshot indicating enrollment on October 1 of the previous school year.*

The following grade levels meet one of the two standards:

3 rd Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	7 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	8 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	H. S. Math	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No			



Academic Performance Framework

1.0 – Academic Performance Framework

1.1 – Overall Achievement and Growth

1.1.5 – Are students enrolled in the school for three or more consecutive academic years achieving proficiency on statewide assessments in **Reading/English Language Arts**? *

○ **Meets Standard**

✓ The percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the state level of proficiency.

OR

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

** Proficiency determined based on Full Academic Year (FAY) OSTP results. Partial credit will be awarded for each grade level that meets one of the two standards.*

**A student is considered enrolled for three or more years if he/she was present on the testing roster of the reporting year and on the October WAVE snapshot indicating enrollment on October 1 of the two previous school years.*

The following grade levels meet one of the two standards:

- | | | | | | |
|-----------------------|------------------------------|-----------------------------|----------------------------|------------------------------|-----------------------------|
| 3 rd Grade | <input type="checkbox"/> Yes | <input type="checkbox"/> No | 7 th Grade | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4 th Grade | <input type="checkbox"/> Yes | <input type="checkbox"/> No | 8 th Grade | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5 th Grade | <input type="checkbox"/> Yes | <input type="checkbox"/> No | H.S. English Language Arts | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6 th Grade | <input type="checkbox"/> Yes | <input type="checkbox"/> No | | | |



Academic Performance Framework

1.0 – Academic Performance Framework

1.1 – Overall Achievement and Growth

1.1.6 – Are students enrolled in the school for three or more consecutive academic years achieving proficiency on statewide assessments in **Math**? *

○ **Meets Standard**

✓ The percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the state level of proficiency.

OR

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

** Proficiency determined based on Full Academic Year (FAY) OSTP results. Partial credit will be awarded for each grade level that meets one of the two standards.*

**A student is considered enrolled for three or more years if he/she was present on the testing roster of the reporting year and on the October WAVE snapshot indicating enrollment on October 1 of the two previous school years.*

The following grade levels meet one of the two standards:

3 rd Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	7 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	8 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	H. S. Math	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No			



Academic Performance Framework

1.0 – Academic Performance Framework

1.2 – Subgroup Achievement and Growth

1.2.1 – Are students in the special education subgroup achieving proficiency on statewide assessments in **Reading/English Language Arts**? *

○ **Meets Standard**

✓ The percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the state level of proficiency.

OR

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

** Proficiency determined based on Full Academic Year (FAY) Special Education (or Economically Disadvantaged) students. Partial credit will be awarded for each grade level that meets one of the two standards.*

The following grade levels meet one of the two standards:

3 rd Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	7 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	8 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	H.S. English Language Arts	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No			

1.2.2 – Are students in the special education subgroup achieving proficiency on statewide assessments in **Math**? *

○ **Meets Standard**

✓ The percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the state level of proficiency.

OR

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

** Proficiency determined based on Full Academic Year (FAY) Special Education (or Economically Disadvantaged) students. Partial credit will be awarded for each grade level that meets one of the two standards.*

The following grade levels meet one of the two standards:

3 rd Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	7 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	8 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	H. S. Math	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No			



Academic Performance Framework

1.0 – Academic Performance Framework

1.2 – Subgroup Achievement and Growth

1.2.3 – 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**? *

○ **Meets Standard**

✓ The percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the state level of proficiency.

OR

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

** Proficiency determined based on Full Academic Year (FAY) Special Education (or Economically Disadvantaged) students. Partial credit will be awarded for each grade level that meets one of the two standards.*

** A student is considered enrolled for two or more years if he/she was present on the testing roster of the reporting year and on the October WAVE snapshot indicating enrollment on October 1 of the previous school year.*

The following grade levels meet one of the two standards:

3 rd Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	7 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	8 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	H.S. English Language Arts	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No			



Academic Performance Framework

1.0 – Academic Performance Framework

1.2 – Subgroup Achievement and Growth

1.2.4 – Are students in the special education subgroup enrolled for two or more consecutive academic years achieving proficiency on statewide assessments in **Math**? *

○ **Meets Standard**

✓ The percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the state level of proficiency.

OR

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

** Proficiency determined based on Full Academic Year (FAY) Special Education (or Economically Disadvantaged) students. Partial credit will be awarded for each grade level that meets one of the two standards.*

** A student is considered enrolled for two or more years if he/she was present on the testing roster of the reporting year and on the October WAVE snapshot indicating enrollment on October 1 of the previous school year.*

The following grade levels meet one of the two standards:

3 rd Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	7 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	8 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	H. S. Math	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No			



Academic Performance Framework

1.0 – Academic Performance Framework

1.2 – Subgroup Achievement and Growth

1.2.5 – 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**? *

○ **Meets Standard**

✓ The percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the state level of proficiency.

OR

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

** Proficiency determined based on Full Academic Year (FAY) Special Education (or Economically Disadvantaged) students. Partial credit will be awarded for each grade level that meets one of the two standards.*

**A student is considered enrolled for three or more years if he/she was present on the testing roster of the reporting year and on the October WAVE snapshot indicating enrollment on October 1 of the two previous school years.*

The following grade levels meet one of the two standards:

3 rd Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	7 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	8 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	H.S. English Language Arts	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No			



Academic Performance Framework

1.0 – Academic Performance Framework

1.2 – Subgroup Achievement and Growth

1.2.6 – Are students in the special education subgroup enrolled for three or more consecutive academic years achieving proficiency on statewide assessments in **Math**? *

○ **Meets Standard**

✓ The percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the state level of proficiency.

OR

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

** Proficiency determined based on Full Academic Year (FAY) Special Education (or Economically Disadvantaged) students. Partial credit will be awarded for each grade level that meets one of the two standards.*

**A student is considered enrolled for three or more years if he/she was present on the testing roster of the reporting year and on the October WAVE snapshot indicating enrollment on October 1 of the two previous school years.*

The following grade levels meet one of the two standards:

3 rd Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	7 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	8 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	H. S. Math	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No			



Academic Performance Framework

1.0 – Academic Performance Framework

1.2 – Subgroup Achievement and Growth

1.2.7 – Are students in the economically disadvantaged subgroup achieving proficiency on statewide assessments in **Reading/English Language Arts**? *

○ **Meets Standard**

✓ The percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the state level of proficiency.

OR

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

** Proficiency determined based on Full Academic Year (FAY) Special Education (or Economically Disadvantaged) students. Partial credit will be awarded for each grade level that meets one of the two standards.*

The following grade levels meet one of the two standards:

3 rd Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	7 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	8 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	H.S. English Language Arts	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No			

1.2.8 – Are students in the economically disadvantaged subgroup achieving proficiency on statewide assessments in **Math**? *

○ **Meets Standard**

✓ The percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the state level of proficiency.

OR

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

** Proficiency determined based on Full Academic Year (FAY) Special Education (or Economically Disadvantaged) students. Partial credit will be awarded for each grade level that meets one of the two standards.*

The following grade levels meet one of the two standards:

3 rd Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	7 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	8 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	H. S. Math	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No			



Academic Performance Framework

1.0 – Academic Performance Framework

1.2 – Subgroup Achievement and Growth

1.2.9 – 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**? *

○ **Meets Standard**

✓ The percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the state level of proficiency.

OR

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

** Proficiency determined based on Full Academic Year (FAY) Special Education (or Economically Disadvantaged) students. Partial credit will be awarded for each grade level that meets one of the two standards.*

**A student is considered enrolled for two or more years if he/she was present on the testing roster of the reporting year and on the October WAVE snapshot indicating enrollment on October 1 of the previous school year.*

The following grade levels meet one of the two standards:

3 rd Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	7 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	8 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	H.S. English Language Arts	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No			



Academic Performance Framework

1.0 – Academic Performance Framework

1.2 – Subgroup Achievement and Growth

1.2.10 – Are students in the economically disadvantaged subgroup enrolled for two or more consecutive academic years achieving proficiency on statewide assessments in **Math**? *

○ **Meets Standard**

✓ The percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the state level of proficiency.

OR

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

** Proficiency determined based on Full Academic Year (FAY) Special Education (or Economically Disadvantaged) students. Partial credit will be awarded for each grade level that meets one of the two standards.*

**A student is considered enrolled for two or more years if he/she was present on the testing roster of the reporting year and on the October WAVE snapshot indicating enrollment on October 1 of the previous school year.*

The following grade levels meet one of the two standards:

- | | | | | | |
|-----------------------|------------------------------|-----------------------------|-----------------------|------------------------------|-----------------------------|
| 3 rd Grade | <input type="checkbox"/> Yes | <input type="checkbox"/> No | 7 th Grade | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4 th Grade | <input type="checkbox"/> Yes | <input type="checkbox"/> No | 8 th Grade | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5 th Grade | <input type="checkbox"/> Yes | <input type="checkbox"/> No | H. S. Math | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6 th Grade | <input type="checkbox"/> Yes | <input type="checkbox"/> No | | | |



Academic Performance Framework

1.0 – Academic Performance Framework

1.2 – Subgroup Achievement and Growth

1.2.11 – 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**? *

○ **Meets Standard**

✓ The percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the state level of proficiency.

OR

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

** Proficiency determined based on Full Academic Year (FAY) Special Education (or Economically Disadvantaged) students. Partial credit will be awarded for each grade level that meets one of the two standards.*

**A student is considered enrolled for three or more years if he/she was present on the testing roster of the reporting year and on the October WAVE snapshot indicating enrollment on October 1 of the two previous school years.*

The following grade levels meet one of the two standards:

3 rd Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	7 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	8 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	H.S. English Language Arts	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No			



Academic Performance Framework

1.0 – Academic Performance Framework

1.2 – Subgroup Achievement and Growth

1.2.12 – Are students in the economically disadvantaged subgroup enrolled for three or more consecutive academic years achieving proficiency on statewide assessments in **Math**? *

○ **Meets Standard**

✓ The percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the state level of proficiency.

OR

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

** Proficiency determined based on Full Academic Year (FAY) Special Education (or Economically Disadvantaged) students. Partial credit will be awarded for each grade level that meets one of the two standards.*

**A student is considered enrolled for three or more years if he/she was present on the testing roster of the reporting year and on the October WAVE snapshot indicating enrollment on October 1 of the two previous school years.*

The following grade levels meet one of the two standards:

3 rd Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	7 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	8 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No	H. S. Math	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6 th Grade	<input type="checkbox"/> Yes	<input type="checkbox"/> No			



Academic Performance Framework

1.0 – Academic Performance Framework
1.3 – Postsecondary Readiness
<p>1.3.1 – Based on state expectations for student graduation within four years, does the school meet the expectations for student graduation?</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ The school’s most recent graduation rate is equal to or greater than the most recent graduation rate for the State of Oklahoma. <li style="text-align: center;">OR ✓ The school’s most recent graduation rate increased twenty percent (20%) or more of the difference between the graduation rate of the baseline year and 100% over the past two years.
<p>1.3.2 – Based on the extended-year adjusted graduation rate, does the school meet the expectations for student graduation? *</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ Evidence indicates a majority of extended-year students graduating. <p><i>* Extended-year adjusted graduation rate as defined by the federal graduation rate methodology and the State of Oklahoma will be used to determine if a standard is met.</i></p>
<p>1.3.3 – Did the school meet the expectation for graduating eligible seniors during the most recent school year? *</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ 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. <p><i>* Eligible senior graduation count determined by number of seniors on the first day of the school year who have earned sufficient credits to be classified as a senior and graduated by September 1 of the following calendar year. Students who can be verified as having enrolled in another school or having completed the General Education Development/Diploma (GED) or High School Equivalency Certificate will be exempt from the count.</i></p>
<p>1.3.4 – Are the school’s students participating in the ACT college preparation assessment process? *</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ The most recent year’s ACT participation rate is equal to or greater than the most recent rate recorded for the State of Oklahoma. <p><i>* ACT reporting through the Oklahoma State Regents for Higher Education will be utilized to determine if standard met, not College and Career Readiness Assessment/ACT results through the Oklahoma School Testing Program (OSTP).</i></p>



Academic Performance Framework

1.0 – Academic Performance Framework
1.3 – Postsecondary Readiness
<p>1.3.5 – Does the school’s student performance on the ACT meet the state performance level? *</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ The school’s most recent year’s average composite ACT score is equal to or greater than the most recent average score recorded for the State of Oklahoma. <p><i>* ACT reporting through the Oklahoma State Regents for Higher Education will be utilized to determine if standard met, not College and Career Readiness Assessment/ACT results through the Oklahoma School Testing Program (OSTP).</i></p>
<p>1.3.6 – Are students benefiting from college and career readiness opportunities (i.e. college preparatory coursework, college remediation data, Career Technology programs other industry certification programs, internships, dual (concurrent) enrollment, military service commitment)?</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ Evidence provides a profile of college and career readiness opportunities.
<p>1.3.7 – Is the school's college remediation rate equal to or less than the state remediation rate?</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ The three-year average remediation rate of high school graduating classes indicates the school's college remediation rate is equal to or less than the state remediation rate.



Academic Performance Framework Scoring

Academic Performance Framework Scoring		
Criteria	Points Available	Points Earned
1.1.1 – Are students achieving proficiency on statewide assessments in Reading/English Language Arts ?	1	
1.1.2 – Are students achieving proficiency on statewide assessments in Math ?	1	
1.1.3 – Are students enrolled in the school for two or more consecutive academic years achieving proficiency on statewide assessments in Reading/English Language Arts ?	1	
1.1.4 – Are students enrolled in the school for two or more consecutive academic years achieving proficiency on statewide assessments in Math ?	1	
1.1.5 – Are students enrolled in the school for three or more consecutive academic years achieving proficiency on statewide assessments in Reading/English Language Arts ?	1	
1.1.6 – Are students enrolled in the school for three or more consecutive academic years achieving proficiency on statewide assessments in Math ?	1	
1.2.1 – Are students in the special education subgroup achieving proficiency on statewide assessments in Reading/English Language Arts ?	1	
1.2.2 – Are students in the special education subgroup achieving proficiency on statewide assessments in Math ?	1	
1.2.3 – 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 ?	1	
1.2.4 – Are students in the special education subgroup enrolled for two or more consecutive academic years achieving proficiency on statewide assessments in Math ?	1	
1.2.5 – 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 ?	1	
1.2.6 – Are students in the special education subgroup enrolled for three or more consecutive academic years achieving proficiency on statewide assessments in Math ?	1	
1.2.7 – Are students in the economically disadvantaged subgroup achieving proficiency on statewide assessments in Reading/English Language Arts ?	1	
1.2.8 – Are students in the economically disadvantaged subgroup achieving proficiency on statewide assessments in Math ?	1	
1.2.9 – 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 ?	1	
1.2.10 – Are students in the economically disadvantaged subgroup enrolled for two or more consecutive academic years achieving proficiency on statewide assessments in Math ?	1	



Academic Performance Framework Scoring

Academic Performance Framework Scoring		
Criteria	Points Available	Points Earned
1.2.11 – 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 ?	1	
1.2.12 – Are students in the economically disadvantaged subgroup enrolled for three or more consecutive academic years achieving proficiency on statewide assessments in Math ?	1	
1.3.1 – Based on state expectations for student graduation within four years, does the school meet the expectations for student graduation?	1	
1.3.2 – Based on the extended-year adjusted graduation rate, does the school meet the expectations for student graduation?	1	
1.3.3 – Did the school meet the expectation for graduating eligible seniors during the most recent school year?	1	
1.3.4 – Are the school’s students participating in the ACT college preparation assessment process?	1	
1.3.5 – Does the school’s student performance on the ACT meet the state performance level?	1	
1.3.6 – Are students benefiting from college and career readiness opportunities (i.e. college preparatory coursework, college remediation data, Career Technology programs, other industry certification programs, internships, dual (concurrent) enrollment, military service commitment)?	1	
Total	24	
Academic Performance Score		
<i>[(Points Earned)/(Points Available)]*100 = Score</i>		



Financial Performance Framework Checklist

The Financial Performance section of the Framework is developed to provide for an assessment of the body of evidence required to determine the financial stability of the school. It is expected that the school will comply with all federal and state laws and regulations related to the ethical management of schools funds and that the school will be transparent with all financial accounting practices.

Financial Performance Framework – Checklist	Meets Standard	Does Not Meet Standard
2.1 – Audit Findings		
2.1.1 – Did the school’s most recent audit have findings? *		
2.1.2 – Did any of the school’s audits over the term of the contract have findings? *		
2.2 – Quarterly Financial Reports		
2.2.1 – Did the school consistently submit appropriate quarterly financial reports to the Statewide Virtual Charter School Board over the most recent year? **		
2.2.2 – Did the school consistently submit appropriate quarterly financial reports to the Statewide Virtual Charter School Board over the term of the charter contract? **		
2.3 – Financial Reporting		
2.3.1 – 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?		
2.3.2 – Did the school consistently meet the 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?		
NOTE: Any documented evidence of financial concern not reflected in the audit but discovered through other examination of financial records may be reflected in scoring and/or result in additional audit procedures including, but not limited to, financial audits through the State Auditor office.		
<i>* Audit referenced is the state-mandated school audit completed in compliance with statute. This standard may also reference an audit completed by the Office of the State Auditor, if applicable.</i>		
<i>** Appropriate is defined as submitted in the Oklahoma Cost Accounting System (OCAS) format, on-time, and with complete and accurate data indicating the financial stability of the school.</i>		



Financial Performance Framework

2.0 – Financial Performance Framework
2.1 – Audit Findings
<p>2.1.1 – Did the school’s most recent audit have findings? *</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ There were no findings of significant deficiencies, material noncompliance or known fraud on the school’s most recent independent financial audit. <p><i>* Audit referenced is the state-mandated school audit completed in compliance with statute. This standard may also reference an audit completed by the Office of the State Auditor, if applicable.</i></p>
<p>2.1.2 – Did any of the school’s audits over the term of the contract have findings? *</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ There were no findings of significant deficiencies, material noncompliance or known fraud on any independent financial audits over the term of the charter contract. <p><i>* Audit referenced is the state-mandated school audit completed in compliance with statute. This standard may also reference an audit completed by the Office of the State Auditor, if applicable.</i></p>
2.2 – Quarterly Financial Reports
<p>2.2.1 – Did the school consistently submit appropriate quarterly financial reports to the Statewide Virtual Charter School Board over the most recent year? *</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ Appropriate reports were submitted in the Oklahoma Cost Accounting System (OCAS) format, on time, and indicating financial stability of the school. <p><i>** Appropriate is defined as submitted in the Oklahoma Cost Accounting System (OCAS) format, on-time, and with complete and accurate data indicating the financial stability of the school.</i></p>
<p>2.2.2 – Did the school consistently submit appropriate quarterly financial reports to the Statewide Virtual Charter School Board over the term of the charter contract? *</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ Appropriate reports were submitted in the Oklahoma Cost Accounting System (OCAS) format, on time, and indicating financial stability of the school. <p><i>** Appropriate is defined as submitted in the Oklahoma Cost Accounting System (OCAS) format, on-time, and with complete and accurate data indicating the financial stability of the school.</i></p>
2.3 – Financial Reporting
<p>2.3.1 – 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?</p> <ul style="list-style-type: none"> ○ Meets Standard <ul style="list-style-type: none"> ✓ The State Department of Education confirms financial reporting expectations fulfilled over the most recent year.



Financial Performance Framework

2.0 – Financial Performance Framework

2.3 – Financial Reporting

2.3.2 – Did the school consistently meet the 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?

- **Meets Standard**

- ✓ The State Department of Education confirms financial reporting expectations fulfilled over the term of the charter contract.



Financial Performance Framework Scoring

Financial Performance Framework Scoring		
Criteria	Points Available	Points Earned
2.1.1 – Did the school’s most recent audit have findings? *	1	
2.1.2 – Did any of the school’s audits over the term of the contract have findings? *	1	
2.2.1 – Did the school consistently submit appropriate quarterly financial reports to the Statewide Virtual Charter School Board over the most recent year? **	1	
2.2.2 – Did the school consistently submit appropriate quarterly financial reports to the Statewide Virtual Charter School Board over the term of the charter contract? **	1	
2.3.1 – 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?	1	
2.3.2 – Did the school consistently meet the 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 and Audits?	1	
Total	6	
Financial Performance Score		
<i>[(Points Earned)/(Points Available)]*100 = Score</i>		



Organizational Performance Framework Checklist

The Organizational Performance section of the Framework is developed to provide for an assessment of the body of evidence required to determine the organizational capacity of the school. A strong school organization will include effective school leadership, consistent and competent school governance, policies and procedures required to ensure the safety and success of students, and a professional and welcoming school climate.

Organizational Performance Framework - Checklist	Meets Standard	Does Not Meet Standard
3.1 Organizational Structure		
3.1.1 – Is the school faithful to its mission and implementing key design elements within the approved charter contract?		
3.1.2 – Does the school follow appropriate procedures to ensure student access and equity?		
3.1.3 – 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?		
3.1.4 – Does the school adhere to applicable state and federal laws and regulations?		
3.1.5 – Does the school adhere to the terms of the charter contract?		
3.2. Governance		
3.2.1 – Does a stable governing board exist?		
3.2.2 – Does the governing board recruit, select, orient and train members with skills and expertise to enable them to govern the school appropriately?		
3.2.3 – Does the charter school comply with the Open Meeting Act and Open Records Act?		
3.2.4 – Does the school provide transparency through Statewide Virtual Charter School Board access to school records?		
3.2.5 – Does the educational service provider(s) provide transparency through Statewide Virtual Charter School Board access to school records?		
3.3. Record of Compliance		
3.3.1 – Did the school consistently meet the reporting expectations as required by the State Department of Education during the most recent year?		
3.3.2 – Did the school consistently meet the reporting expectations as required by the State Department of Education over the term of the charter contract?		
3.3.3 – Did the school consistently meet the reporting expectations as required by the Statewide Virtual Charter School Board during the most recent year?		
3.3.4 – Did the school consistently meet the reporting expectations as required by the Statewide Virtual Charter School Board over the term of the charter contract?		
3.3.5 – 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?		



Organizational Performance Framework Checklist

Organizational Performance Framework - Checklist	Meets Standard	Does Not Meet Standard
3.4 Accreditation		
3.4.1 – Did the school receive accreditation from the State Department of Education in the most recent year?		
3.4.2 – Did the school receive accreditation from the State Department of Education over the term of the charter contract?		
3.5 Attendance		
3.5.1 – Does the school meet the State expectations for student attendance?		
3.6 Recurrent Enrollment		
3.6.1 – Does recurrent enrollment of students meet expectations?		
3.7 Student Support		
3.7.1 – 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, including teacher support, individualized learning plans, guidance/counseling program, online tutoring, and technical support?		
3.8 School Goals		
3.8.1 – Did the charter school meet the expectation of Goal One over the term of the charter contract?		
3.8.2 – Did the charter school meet the expectation of Goal Two over the term of the charter contract?		
3.8.3 – Did the charter school meet the expectation of Goal Three over the term of the charter contract?		



Organizational Performance Framework

3.0 – Organizational Performance Framework

3.1 – Organizational Structure

3.1.1 – Is the school faithful to its mission and implementing key design elements within the approved charter contract? *

○ **Meets Standard**

- ✓ Evidence documents faithfulness to the school’s mission and implementation of key design elements of school.

** School will provide evidence of success in implementing the key design elements of the school as defined in the application for reauthorization, thus achieving or working toward achievement of the school's mission.*

3.1.2 – Does the school follow appropriate procedures to ensure student access and equity?

○ **Meets Standard**

- ✓ Data confirms appropriate procedures to ensure student access and equity.

3.1.3 – 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?

○ **Meets Standard**

- ✓ Approved and appropriate policies and procedures are implemented and communicated.

3.1.4 – Does the school adhere to applicable state and federal laws and regulations?

○ **Meets Standard**

- ✓ Evidence suggests the school adheres to state and federal laws and regulations.

3.1.5 – Does the school adhere to the terms of the charter contract?

○ **Meets Standard**

- ✓ Evidence suggests the school adheres to the charter contract.

3.2 – Governance

3.2.1 – Does a stable governing board exist?

○ **Meets Standard**

- ✓ History of board stability exists.

3.2.2 – Does the governing board recruit, select, orient and train members with skills and expertise to enable them to govern the school appropriately?

○ **Meets Standard**

- ✓ Board agendas, approved minutes and supporting documents provide evidence of board member activities.



Organizational Performance Framework

3.0 – Organizational Performance Framework
3.2 – Governance
3.2.3 – Does the charter school comply with the Open Meeting Act and Open Records Act? <ul style="list-style-type: none">○ Meets Standard<ul style="list-style-type: none">✓ The charter school consistently complies with requirements of the Open Meeting Act and Open Records Act.
3.2.4 – Does the charter school provide transparency through Statewide Virtual Charter School Board access to school records? <ul style="list-style-type: none">○ Meets Standard<ul style="list-style-type: none">✓ The charter school has provided the Statewide Virtual Charter School Board with all requested school records.
3.2.5 – Does the educational service provider(s) provide transparency through Statewide Virtual Charter School Board access to school records? <ul style="list-style-type: none">○ Meets Standard<ul style="list-style-type: none">✓ The educational service provider(s) has provided the Statewide Virtual Charter School Board with all requested school records.
3.3 – Record of Compliance
3.3.1 – Did the school consistently meet the reporting expectations as required by the State Department of Education during the most recent year? <ul style="list-style-type: none">○ Meets Standard<ul style="list-style-type: none">✓ The State Department of Education confirms reporting expectations fulfilled.
3.3.2 – Did the school consistently meet the reporting expectations as required by the State Department of Education over the term of the charter contract? <ul style="list-style-type: none">○ Meets Standard<ul style="list-style-type: none">✓ The State Department of Education confirms reporting expectations fulfilled.
3.3.3 – Did the school consistently meet the reporting expectations as required by the Statewide Virtual Charter School Board over the most recent year? <ul style="list-style-type: none">○ Meets Standard<ul style="list-style-type: none">✓ Reporting expectations fulfilled as required – 90% or above in both on-time and accuracy categories.



Organizational Performance Framework

3.0 – Organizational Performance Framework
3.3 – Record of Compliance
3.3.4 – Did the school consistently meet the reporting expectations as required by the Statewide Virtual Charter School Board over the term of the charter contract? <ul style="list-style-type: none">○ Meets Standard<ul style="list-style-type: none">✓ Reporting expectations fulfilled as required – 90% or above in both on-time and accuracy categories.
3.3.5 – 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? <ul style="list-style-type: none">○ Meets Standard<ul style="list-style-type: none">✓ 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?
3.4 – Accreditation
3.4.1 – Did the school receive accreditation from the State Department of Education in the most recent year? <ul style="list-style-type: none">○ Meets Standard<ul style="list-style-type: none">✓ The school received accreditation with no deficiencies noted from the State Department of Education in the most recent year.
3.4.2 – Did the school receive accreditation from the State Department of Education over the term of the charter contract? <ul style="list-style-type: none">○ Meets Standard<ul style="list-style-type: none">✓ The school received accreditation with no deficiencies noted from the State Department of Education over the term of the charter contract.
3.5 – Attendance
3.5.1 – Does the school meet the expectations for student attendance? <ul style="list-style-type: none">○ Meets Standard<ul style="list-style-type: none">✓ Evidence documents the school met State expectations for student attendance.
3.6 – Recurrent Enrollment
3.6.1 – Does recurrent enrollment of students meet expectations? <ul style="list-style-type: none">○ Meets Standard<ul style="list-style-type: none">✓ The school’s student recurrent enrollment rate meets expectations indicated by the methodology used for public schools in Oklahoma.



Organizational Performance Framework

3.0 – Organizational Performance Framework
3.7 – Student Support
3.7.1 – 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? <ul style="list-style-type: none">○ Meets Standard<ul style="list-style-type: none">✓ Students and families have access to multiple support structures twenty-four (24) hours per day and seven (7) days per week.
3.8 – School Goals
The charter school will submit up to three (3) data-driven goals and measurement criteria for approval by the Statewide Virtual Charter School Board.
3.8.1 – Did the charter school meet the expectation of Goal One over the term of the charter contract? <ul style="list-style-type: none">○ Meets Standard<ul style="list-style-type: none">✓
3.8.2 – Did the charter school meet the expectation of Goal Two over the term of the charter contract? <ul style="list-style-type: none">○ Meets Standard<ul style="list-style-type: none">✓
3.8.3 – Did the charter school meet the expectation of Goal Three over the term of the charter contract? <ul style="list-style-type: none">○ Meets Standard<ul style="list-style-type: none">✓



Organizational Performance Framework Scoring

Organizational Performance Framework Scoring		
Criteria	Points Available	Points Earned
3.1.1 – Is the school faithful to its mission and implementing key design elements within the approved charter contract?	1	
3.1.2 – Does the school follow appropriate procedures to ensure student access and equity?	1	
3.1.3 – 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?	1	
3.1.4 – Does the school adhere to applicable state and federal laws and regulations?	1	
3.1.5 – Does the school adhere to the terms of the charter contract?	1	
3.2.1 – Does a stable governing board exist?	1	
3.2.2 – Does the governing board recruit, select, orient and train members with skills and expertise to enable them to govern the school appropriately?	1	
3.2.3 – Does the charter school comply with the Open Meeting Act and Open Records Act?	1	
3.2.4 – Does the school providing transparency through Statewide Virtual Charter School Board access to school records?	1	
3.2.5 – Does the educational service provider(s) provide transparency through Statewide Virtual Charter School Board access to school records?	1	
3.3.1 – Did the school consistently meet the reporting expectations as required by the State Department of Education during the most recent year?	1	
3.3.2 – Did the school consistently meet the reporting expectations as required by the State Department of Education over the term of the charter contract?	1	
3.3.3 – Did the school consistently meet the reporting expectations as required by the Statewide Virtual Charter School Board during the most recent year?	1	
3.3.4 – Did the school consistently meet the reporting expectations as required by the Statewide Virtual Charter School Board over the term of the charter contract?	1	
3.3.5 – 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?	1	
3.4.1 – Did the school receive accreditation from the State Department of Education in the most recent year?	1	
3.4.2 – Did the school receive accreditation from the State Department of Education over the term of the charter contract?	1	
3.5.1 – Does the school meet the expectations for student attendance?	1	



Organizational Performance Framework Scoring

Organizational Performance Framework Scoring		
Criteria	Points Available	Points Earned
3.6.1 – Does recurrent enrollment of students meet expectations?	1	
3.7.1 – 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, including teacher support, individualized learning plans, guidance/counseling program, online tutoring, and technical support?	1	
3.8.1 – Did the charter school meet the expectation of Goal One over the term of the charter contract?	1	
3.8.2 – Did the charter school meet the expectation of Goal Two over the term of the charter contract?	1	
3.8.3 – Did the charter school meet the expectation of Goal Three over the term of the charter contract?	1	
Total	23	
Organizational Performance Score		
<i>[(Points Earned)/(Points Available)]*100 = Score</i>		



Performance Framework Index

Performance Framework Index				
Performance Framework	Calculation	Score	Weight	Index
Academic (A)	$(Score) * (Weight) = (A)$.333	
Financial (F)	$(Score) * (Weight) = (F)$.333	
Organizational (O)	$(Score) * (Weight) = (O)$.333	
Performance Framework Index (PFI)	$[(A) + (F) + (O)] = PFI$			

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.

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.

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.

***NOTE:** In the event data is not available, the Statewide Virtual Charter School Board will designate corresponding score with “Not Applicable.”



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Appendix E



School Website Compliance Checklist



School Website Compliance Checklist

Name of School:

Website:

Date of Compliance Check:

Party Responsible for Compliance Check:

Information Item	Compliance	Non-Compliance
Governance		
<ul style="list-style-type: none"> Governing Board Members <ul style="list-style-type: none"> ✓ Names ✓ Office Held (if applicable) ✓ Board Member Information 		
<ul style="list-style-type: none"> Schedule of Governing Board Meetings <ul style="list-style-type: none"> ✓ Date ✓ Time ✓ Place 		
Board Meeting Agendas		
Board Meeting Approved Minutes		
Organizational Capacity/Academic Performance		
<ul style="list-style-type: none"> School Accountability Reports 		
Financial Responsibility		
<ul style="list-style-type: none"> Per 70 O.S. § 5-134.4 – Availability of School District Expenditure Data <i>Prior to the beginning of the 2019-2020 school year, if a school district has a website, the district shall provide a link on its home page to the State Department of Education's Oklahoma Cost Accounting System and School District Financial Information website, or the district shall provide the information required by subsection C of this section within one click of the home page of the school district's website.</i> Link to OCAS Transparency Website Posted https://sdeweb01.sde.ok.gov/OCAS_Reporting/Default.aspx?Year=2012 		
Instructional Activity Policy		
<ul style="list-style-type: none"> Per 70 O.S. § 3-145.8 - Virtual Charter School Attendance Policy HB2905 - G. The governing body of each statewide virtual charter school shall develop, adopt and post on the school's website a policy regarding consequences for a student's failure to attend school and complete instructional activities. The policy shall state, at a minimum, that if a student fails to consistently attend school and complete instructional activities after receiving a notification pursuant to subsection E of this section and reasonable intervention strategies have been implemented, a student shall be subject to certain consequences including withdrawal from the school for truancy. 		



Appendix F



School Closure Protocol



School Closure Protocol

In compliance with the Oklahoma Charter School Act and in an effort to ensure the responsibilities of the Statewide Virtual Charter School Board (SVCSB) are upheld, the following document will provide guidance in the closing of a virtual charter school. Protocol may be adjusted to accommodate additional tasks, a more appropriate timeline or for other reasons deemed necessary by the SVCSB.

Final 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 school 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, 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 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.

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. Timeline for tasks may be adjusted to ensure student services are provided through the school closure process.

Should extenuating circumstances for school closure exist, the charter school could be closed immediately, requiring a separate or amended closure plan to safeguard students and the interest of the general public.



School Closure Protocol

	Task	Person(s) Responsible for Initiating Task	Timeline for Task	Evidence or Documentation of Completion
1	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.	SVCSB Closing Officer	Within forty-eight (48) hours	Agenda with signatures indicating presence at meeting
2	SVCSB issues a media release appropriate for public notification of charter school closure.	SVCSB Closing Officer	Within forty-eight (48) hours	Copy of media release
3	SVCSB posts media release and Frequently Asked Questions (FAQ) document to SVCSB website. The FAQ should provide key information regarding the school closure determination and process.	SVCSB Closing Officer	Within forty-eight (48) hours	Copy of media release Copy of FAQ
4	A temporary hold will be placed on all state and federal funding.	SVCSB Closing Officer	Within forty-eight (48) hours	Financial records Account documents
5	Notification of school closure determination to the State Department of Education (SDE) 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 SDE 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.	SVCSB Closing Officer	Within forty-eight (48) hours	Copy of notice
6	Notification 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.	SVCSB Closing Officer Charter School Board President	Within forty-eight (48) hours	Copy of communication



School Closure Protocol

	Task	Person(s) Responsible for Initiating Task	Timeline for Task	Evidence or Documentation of Completion
7	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.	SVCSB Closing Officer Charter School Board President	Within forty-eight (48) hours	Copy of communication
8	Call a special meeting of the charter school governing board for the following purpose: <i>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.</i>	Charter School Superintendent Charter School Board President	Statute requires board meeting within two (2) calendar weeks of closure determination.	Meeting agenda Approved board minutes
<i>Closing Officer will meet with the Transition Team within five business days of appointment by the charter school governing board.</i>				
9	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.	SVCSB Closing Officer Transition Team Chair	Within five (5) days of appointment of Transition Team	Agenda with signatures indicating presence at meeting Transfer Plan
10	Closing Officer and Transition Team will contact Oklahoma school districts regarding charter school closure.	SVCSB Closing Officer Transition Team Chair	Within five (5) days of appointment of Transition Team	Copy of communication
11	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.	SVCSB Closing Officer Transition Team Chair	Within five (5) days of appointment of Transition Team	Agenda with signatures indicating presence at meeting Communication plan Copy of student/family contact information



School Closure Protocol

	Task	Person(s) Responsible for Initiating Task	Timeline for Task	Evidence or Documentation of Completion
12	<p>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. A plan to notify all entities of the charter school closure will be established. The Closing Officer may include other financial experts on behalf of the SVCSB to assist with the process. The charter school may include other Transition Team members to assist with the process.</p> <p>The charter school shall provide the SVCSB with executed copies of the following documents:</p> <ul style="list-style-type: none"> A. 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; B. Title documents, deeds, and leases for all real or personal property or other assets procured all or in part with state or federal funds; C. Copies of all executory contracts to which the charter school or its governing body is a party; and D. 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. 	<p>SVCSB Closing Officer</p> <p>Transition Team Chair</p>	<p>List established within five (5) days of appointment of Transition Team</p>	<p>Agenda with signatures indicating presence at meeting</p> <p>Copy of communication</p> <p>List of entities</p>



School Closure Protocol

	Task	Person(s) Responsible for Initiating Task	Timeline for Task	Evidence or Documentation of Completion
13	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 and email. Notification includes information regarding closure determination, closure date, personnel records and benefits.	SVCSB Closing Officer Transition Team Chair	Plan established within five (5) business days of appointment of Transition Team	Agenda with signatures indicating presence at meeting Staff communication plan Copy of staff contact information
14	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.	SVCSB Closing Officer Transition Team Chair	Financial plan established within ten (10) days of appointment of Transition Team	Agenda with signatures indicating presence at meeting Financial plan Financial records
15	The SVCSB may access a special audit through the State Auditor’s office at any time during the school closure process. This audit will not negate the school’s responsibility to complete the annual school audit required in State statute.	SVCSB Closing Officer Transition Team Chair	As determined by the SVCSB	State Auditor Report
16	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.	SVCSB Closing Officer Transition Team Chair	Within twenty (20) days of school closure determination	Copy of inventory
17	School mail is forwarded to SVCSB Closing Officer.	SVCSB Closing Officer Transition Team Chair	Within five (5) business days of final school closure date	USPS Change of Address documentation



School Closure Protocol

	Task	Person(s) Responsible for Initiating Task	Timeline for Task	Evidence or Documentation of Completion
18	<p>The governing board of the charter school shall convene in two (2) final meetings to close the charter school. Agenda may include, but is not limited to, the following:</p> <ul style="list-style-type: none"> • Transfer Activity and other Funds to General Fund and acknowledge account balances • Remove all charter school signers from bank account(s) • Add SVCSB designees as signers on bank account(s) • Transfer all school records to SVCSB designees including, but not limited to, the following: <ul style="list-style-type: none"> ➤ All administrative, governing board, and regulatory records ➤ All academic records ➤ All financial records ➤ All personnel records • Transfer all school property and inventory records to SVCSB • Notify SDE of transfer of records • Statement of Affirmation the SVCSB shall be immune from all incurred debts, civil liabilities and/or criminal liabilities of charter school pursuant to 70 O.S. 3-134 (L) • Transfer Board Authority to SVCSB at adjournment of meeting • Formally adjourn and dissolve the charter school board <p>Following adjournment of the first meeting, a second meeting must convene for the sole purpose of approval of minutes.</p>	<p>SVCSB Closing Officer</p> <p>Transition Team Chair</p>	<p>Within five (5) days of final school closure date</p>	<p>Meeting Agendas</p> <p>Approved Board Minutes</p>



School Closure Protocol

	Task	Person(s) Responsible for Initiating Task	Timeline for Task	Evidence or Documentation of Completion
19	All school records, including but not limited to, student, personnel and records are received and secured by the SVCSB or the State Department of Education (SDE).	SVCSB Closing Officer Transition Team Chair	Within thirty (30) days of final school closure date	Signed Receipt of Records from the Charter School by the SVCSB or SDE
20	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.	SVCSB Closing Officer Transition Team Chair	Assets confirmed within forty-five (45) days of closure determination	Asset/inventory list
21	All personal property of the charter school reverting to the SVCSB in accordance with the provisions of 70 O.S. 3-136 and regulations shall be delivered in the manner and to location(s) directed by the Board.	SVCSB Closing Officer Transition Team Chair	Within thirty (30) days of final school closure date	Signed Receipt of property received.
22	<p>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:</p> <ul style="list-style-type: none"> • File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines; • File the Federal Notice of Discontinuance with the Department of Treasury; • Make final federal tax payments; • File the final withholding tax return; • File the final return with the IRS; • Complete all tax requirements of the State of Oklahoma; and • Provide employees with notices and pamphlets required under applicable state and federal law. 	SVCSB Closing Officer Transition Team Chair	Tasks timeline is governed by Federal and State Statute and regulations	Copies of tax documents



Appendix G



Charter Contract Template



CONTRACT FOR CHARTER SCHOOL SPONSORSHIP TEMPLATE

This Contract between the Oklahoma Statewide Virtual Charter School Board and _____ (board), the governing authority of the _____ (“Charter School”), shall set forth the terms and conditions of the sponsorship of the Charter School and shall constitute the Charter of _____ (school).

1. RECITALS

1.1 WHEREAS the Oklahoma State Legislature has enacted the Oklahoma Charter Schools Act set forth in 70 O.S. 3-130 *et seq.*; and

1.2 WHEREAS the provisions of the Oklahoma Charter Schools Act apply to all virtual charter schools formed and operated in the State of Oklahoma; and

1.3 WHEREAS the Statewide Virtual Charter School Board, a state agency established under 70 O.S. § 3-145.1 has the sole authority to authorize and sponsor statewide virtual charter schools in this state; and

1.4 WHEREAS _____ is the governing authority of the _____, and its principal place of business is _____, Oklahoma; and

1.5 WHEREAS the Charter School submitted an application for (initial/renewal) sponsorship to the Board on _____; and

1.6 WHEREAS the Charter School’s authorization application was approved at a regular meeting of the Board on _____, in accordance with the requirements of the Charter Schools Act; and

1.7 In consideration of the foregoing, the Parties enter into this charter contract pursuant to the terms and conditions set forth herein. All attachments and recitals to this contract are incorporated by reference and made a part of this charter contract.

2. DEFINITIONS

2.1 “Applicable law” means all federal and state statutes and rules and regulations applicable to virtual charter schools organized under the Oklahoma Charter Schools Act.

2.2 “Average daily attendance” (ADA) and “average daily membership” (ADM) shall have the meanings set forth in 70 O.S. § 18-107.

2.3 “Board” or “Sponsor” or “Authorizer” means the Statewide Virtual Charter School Board.



2.4 “Charter Contract” means this contract executed between the Board and the governing authority of the Charter School.

2.5 “Extracurricular activity” means any student activity, club, organization, meeting or event offered by the Charter School that is attended by students and unrelated to the Charter School’s curriculum-based program of instruction set forth in section 4 of this contract.

2.6 “Financial records” means all documents in any form relating to the funds of the Charter School, including, but not limited to, all public funds disbursed to the Charter School pursuant to state or federal law.

2.7 “Full academic year” shall have the meaning set forth at OAC 210:10-13-2(e).

2.8 “Homeschool”, “home school” or “home-school” means a privately funded educational program of instruction that is: (1) provided to the child in the child’s home or legal residence in lieu of public school compulsory attendance; (2) the curriculum of instruction is determined by the parent/legal guardian of the child; and (3) the instruction is primarily led by the child’s parent/legal guardian or other private person designated by the parent/legal guardian of the child.

2.9 “Private school” means a school supported by a private organization or private individuals rather than by the government.

2.10 “Public funds” mean all local, state or federal funds that are disbursed to the Charter School.

3. GENERAL PROVISIONS

3.1 Authority. The Charter School is authorized by the Sponsor to operate a statewide virtual charter school in accordance with the terms and conditions set forth in this contract and the Oklahoma Charter Schools Act, as well as any applicable statutes or regulations pertaining to charter schools, including but not limited to all rules and regulations of the Statewide Virtual Charter School Board, codified in Title 777 of the Oklahoma Administrative Code. Any act by the Charter School or its governing board that is inconsistent with the terms of this contract or the Oklahoma Charter Schools Act or any applicable statutes or regulations pertaining to charter schools is hereby deemed a material violation of this contract and shall constitute good cause for termination of this charter contract and revocation of the charter. See 70 O.S. § 3-135(A)(5) and 70 O.S. § 3-137(F).

3.2 Term of the contract. This contract shall commence on _____, and automatically terminate on _____. The contract may be renewed upon application of the Charter School in accordance with the Charter School Act and Statewide Virtual Charter School Board rules and regulations.



3.3 Operation. The Virtual Charter School agrees that it will begin operations on or before July 1, _____.

4. CHARTER SCHOOL PROGRAM OF INSTRUCTION

4.1 Description of the program of instruction. The Charter School is authorized to implement the program of instruction, curriculum and other services as specified in the Application, unless otherwise modified by this charter contract. See 70 O.S. § 3-135(A)(1).

4.1.1 Grade levels. Pursuant to 70 O.S. § 3-136(A)(3), the Charter School will provide a comprehensive program of instruction for grades __ through __.

4.1.2 Change to program of instruction. Pursuant to 70 O.S. § 3-136(C), any material change to the program of instruction, curriculum and other services specified in the Application or this charter contract requires Sponsor approval prior to the change.

4.2 Graduation requirements. The Charter School will comply with the graduation requirements set forth in 70 O.S. § 11-103.6.

4.3 Textbooks, curriculum materials and equipment. The Charter School shall provide all enrolled students with sufficient textbooks, workbooks, materials, equipment and/or technological aids necessary to ensure delivery of the Charter School's program of instruction during every school year of operation during the term of this contract.

4.3.1 Equipment necessary for special education and students with disabilities. In addition to the materials provided to students in accordance with the provisions of Section 4.3, the Charter School shall provide any additional equipment or technological aids to students with disabilities as necessary to ensure equal access to the Charter School's program of instruction in accordance with the student's IEP or Section 504 plan.

4.4 Extracurricular activities. Nothing in this contract shall obligate the Sponsor to provide funding of extracurricular activities to the Charter School unless explicitly required by statute or regulation. The provisions of Section 8.9.1 of this contract prohibiting the Charter School from charging tuition and/or fees shall not preclude the Charter School from recovering the reasonable costs of extracurricular activities or special events offered pursuant to the provisions of this Section from participating students or their parents/legal guardians, provided that under no circumstance may the Charter School recover an amount in excess of the cost of the activity or event. Further, a student's income shall not be used as a basis for determining eligibility of a student to participate in extracurricular activities.



5. CHARTER SCHOOL OPERATIONS

5.1 Transportation. The Charter School acknowledges that as a statewide virtual charter school, daily transportation of students to and from a school site is not required. However, the Charter School may provide transportation to students as necessary for limited circumstances (e.g., transportation of students to secure testing sites), provided that the Charter School shall not be eligible to receive transportation supplement funds set forth in the state aid formula set forth in 70 O.S. § 18-200.1, unless funding is available and otherwise permitted by state law and disbursement is approved by the Sponsor.

5.2 Facilities. The Charter School acknowledges that Charter School must maintain a public school administration facility and the Sponsor is under no obligation to provide facilities, furniture, or other equipment to the Charter School unless and until the parties enter into an agreement to do so.

5.2.1 Inventory. No later than July 1st of each year of operation, the Charter School shall provide the Sponsor with an itemized inventory of all real and personal property leased or purchased with public funds.

5.2.2 Lease agreements. The Charter School shall provide the Sponsor with copies of all agreements and/or contracts governing lease and/or purchase of real property by the Charter School.

6. CHARTER SCHOOL MANAGEMENT AND ADMINISTRATION

6.1 Administration. The Chief Administrative Officer of the Charter School is the Superintendent. The duties of the Chief Administrative Officer shall include management and administration of the Charter School.

6.2 Code of Ethics. The Charter School governing authority shall develop and approve a Code of Ethics and a Conflict of Interest policy.

7. FUNDING, MANAGEMENT, AND REPORTING

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



7.2 Fiscal year. The Charter School shall operate on a fiscal year basis. The Charter School’s fiscal year shall begin July 1st and end on June 30th of the following calendar year.

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

7.4 No Authority to bind Sponsor. The terms of this contract shall not be construed as either express or implied authority of the Charter School to extend the faith and credit of the Sponsor or contractually bind the Sponsor to any third person or entity. The Charter School agrees and acknowledges that the Sponsor’s financial obligations to Charter School are limited to pass through distribution of state funding as authorized by law.

7.5 Assets of the Charter School. Pursuant to Art. 10 §15 of the Oklahoma Constitution, the Charter School shall not apply, hold, credit or extend credit, transfer, or otherwise make use of public funds for any purpose other than operation of the Charter School.

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

7.5.2 Prohibition against encumbrance. The Charter School shall not alienate, pledge, or otherwise encumber this Charter, public funds, or assets of the Charter School procured with public funds for the benefit of any individual, or entity, including creditors.

7.6 Reporting requirement. The Charter School shall provide access to all finance records as requested by the Sponsor.

7.7 Calculation of state aid. Pursuant to 70 O.S. § 3-135(A)(12), State aid funding shall be calculated and disbursed in accordance with the provisions of the Oklahoma Charter Schools Act, accompanying statutes and regulations of the Sponsor, the Oklahoma State Department of Education, the Oklahoma State Board of Education, and the terms of this contract. Calculation of state aid shall be determined by the Oklahoma State Department of Education in accordance with the provisions of the Oklahoma Charter Schools Act and accompanying Department regulations pertaining to calculation of weighted average daily membership, average daily attendance, and other applicable student counts. The Charter School agrees that it shall maintain accurate and up-to-date records of student attendance and enrollment for all student grade levels and pupil categories and immediately report any changes as necessary to ensure accurate calculation of state aid in accordance with the requirements and deadlines set forth by 70 O.S. § 18-200.1 and accompanying regulations. The Charter School shall also be eligible to receive any other federal, state, or local revenues allowed by law.



7.8 Disbursement of state aid. The Sponsor shall disperse the state aid allocation and any other state-appropriated revenue generated by enrolled students of the Charter School, less three (3) percent of the total foundational state aid allocation as a fee payable to the Sponsor for administrative services rendered by the Sponsor. The Charter School agrees that in the event the Charter School fails to comply with the provisions of state or federal statutes or regulations, the Sponsor may withhold funds until compliance is achieved as allowed by law.

7.8.1 Oversight fee. The Sponsor shall cease collection of the fee described in 7.8, beginning the month after the Sponsor's operating account, funded by the fee, accumulates to a sum greater than 120% of the current Fiscal Year Budget. Collection of the fees by the Sponsor shall resume the month after the Sponsor's operating account balance is below the 120% threshold for the remaining Fiscal Year budget, or an action by the board to resume collection has been passed in open public meeting.

7.9 Use of public funds. The Charter School agrees that any federal, state or local public funds disbursed to the Charter School shall be used solely and exclusively for the benefit of the Charter School. Detailed records shall be kept by the Charter School of all expenditures of public funds. In addition, records shall be kept of all expenditures of public funds by any entity associated or affiliated with the Charter School. These records shall be made available upon request by the Sponsor.

7.10 Commingling prohibited. The Charter School shall not commingle state funds disbursed to the Charter School with the funds of any other person or entity. The Charter School shall maintain separate and distinct accounting, auditing, budgeting, reporting, and recordkeeping systems for the management and operation of the Charter School.

7.11 Fundraising. Subject to limitations set forth by conflict of interest statutes and regulations applicable to the Charter School and its governing body, the Charter School may accept private donations, provided, however, that private donations shall in no way be used either directly or indirectly to affect enrollment decisions or otherwise subvert the Charter School's policies and procedures pertaining to admission and enrollment.

7.12 Prohibition of funding home-schooled students or private school students. Pursuant to 70 O.S. § 3-136(A)(9), under no circumstances shall the Charter School and/or its program of instruction offered in accordance with this contract be used to provide or otherwise supplement instruction of home-schooled students or students enrolled in private schools, or used as a method of generating revenue for students who are being home-schooled or are enrolled in private schools.



7.12.1 Part time enrollment. The Charter School shall implement and enforce policies and procedures prohibiting enrollment of students on a part time basis unless otherwise expressly required by state law for the sole purpose of providing remediation pursuant to the Reading Sufficiency Act in 70 O.S. § 1210.508A *et seq.*

7.13 Reporting. Pursuant to 70 O.S. §§ 3-136(A)(6) and (A)(18), the Charter School shall use the Oklahoma Cost Accounting System to report financial transactions to the Oklahoma State Department of Education and/or the Sponsor, and shall fully comply with all provisions of state law regarding school finance.

7.13.1 Quarterly financial statement. In addition to the reporting requirements set forth by state law, regulations of the Oklahoma State Department of Education, and regulations of the Sponsor, the Charter School shall provide the Sponsor with a quarterly financial statement that includes an itemized report of all income and expenses of the Charter School. The financial statement shall include a verification signed by the Charter School's treasurer substantially following the form provided below:

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

7.14 Annual audit. Pursuant to 70 O.S. § 3-135(A)(4), the Charter School shall ensure that an annual audit is conducted of the financial operations of the Charter School in accordance with the requirements of the Oklahoma Public School Audit law in 70 O.S. § 22-103 and accompanying regulations. Any expense of the audit shall be borne by the Charter School. The Sponsor may require the Charter School to present the audit at a regular or special meeting of the Board.

7.14.1 The Charter School shall be subject to requests for audit by the State Auditor's Office, and shall cooperate fully in all aspects of any request made pursuant to such audits.

7.15 Recordkeeping. The Charter School shall maintain all financial records necessary to demonstrate compliance with the provisions of this contract, the Charter School Act, and to conduct the annual financial audits required by the Oklahoma Public School Audit law. All records pertaining to finances and accounting of Charter School funds shall be maintained for at least five (5) years from the ending date of the latest fiscal year(s) to which the record relates. The Sponsor shall have access to all financial records pertaining to the school.

7.16 Access to records. The Sponsor shall have access to all records of the Charter School. The Charter School shall provide any requested access to the Sponsor upon request.



8. COMPLIANCE WITH THE OKLAHOMA CHARTER SCHOOLS ACT

8.1 General. Pursuant to 70 O.S. § 3-136(A)(1), the Charter School agrees to comply with all federal, state and local statutes and regulations relating to health, safety, civil rights and insurance.

8.2 Prohibition of religious affiliation. Pursuant to 70 O.S. § 3-136(A)(2), except as permitted by applicable law, the Charter School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.

8.3 Accountability and assessment. Pursuant to 70 O.S. § 3-135(A)(12), the Charter School shall comply with all federal and state statutes and regulations pertaining to accountability and assessment of its student, including, but not limited to the following:

8.3.1 The Charter School shall participate in all state testing required by the Oklahoma School Testing Program Act and accompanying Oklahoma State Department of Education regulations, including, but not limited to, testing required by the Reading Sufficiency Act in 70 O.S. § 1210.508C. The Charter School shall ensure that the number and/or percentages of students assessed meet the requirements of state and federal law and regulations. The Charter School shall provide the Sponsor with the district, school and grade level results of state assessments as provided by the Oklahoma State Department of Education. In addition, the Charter School should monitor student progress through the local assessment plan outlined in the Charter School's application. Student data shall be provided at the request of the Sponsor.

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

8.3.3 The Charter School shall timely provide all necessary accountability and assessment data to the Oklahoma State Department of Education's Office of Accountability and Assessment as requested and in accordance with the deadlines established by the Oklahoma State Department of Education.

8.4 Performance Framework. Pursuant to 70 O.S. §§ 3-135(A)(8),(A)(11), and (C), the Performance Framework set forth in OAC 777:10-3-4 will be used to assess the Charter School's ability to operate in the areas of academic, financial and organizational capacities.

8.4.1 Goals. The Charter School will submit up to three (3) data-driven goals to be included in the Performance Framework. The goals are expected to be substantial goals for the term of the contract and agreed upon by both the Sponsor and the Charter School prior to the implementation of the contract.



8.4.2 Board data submission. The Charter School agrees to participate in the Sponsor's data collection program for submitting school data as required by OAC 777:10-3-4, and submit all requested documentation by the required due dates.

8.5 Plan of Improvement. In the event that the Charter School fails to meet the criteria set forth in the Performance Framework during any school year during the term of this contract, the Charter School shall submit to the Sponsor a plan of improvement to be implemented during the following school year. The plan of improvement shall be incorporated into the terms of this contract, and the Charter School shall implement the plan of improvement for any school years remaining during the terms of the contract, provided that approval of a plan of improvement shall not be construed as a waiver of any rights of the parties to terminate or not renew the contract.

8.6 Students with disabilities. Pursuant to 70 O.S. § 3-136(A)(7), the Charter School shall comply with all federal and state laws relating to the education of children with disabilities in the same manner as an Oklahoma public school district, including but not limited to the Individuals with Disabilities Education Act (IDEA) in 20 U.S.C. § 1400 *et seq.*, Section 504 of the Rehabilitation Act of 1973 in 29 U.S.C. § 701 *et seq.*, Title II of the Americans with Disabilities Act, and Policies and Procedures of the Oklahoma State Department of Education for Special Education in Oklahoma.

8.7 English language learners. The Charter School shall comply with all federal and state laws pertaining to the education of students identified as Limited English Proficient and/or English Language Learners, including but not limited to ensuring equal access to the Charter School's program of instruction and related educational services in accordance with Title VI of the Civil Rights Act of 1964 and accompanying regulations.

8.8 Governing Body. Pursuant to 70 O.S. § 3-136(A)(8), the governing body of the Charter School shall be responsible for the policies and operational decisions of the Charter School.

8.8.1 Residence. Pursuant to 70 O.S. § 3-135(A)(3), a majority of the governing board members shall be residents of the State of Oklahoma.

8.8.2 Meetings. Pursuant to 70 O.S. § 3-135(A)(3), the governing body shall meet no less than quarterly in a public meeting, in a location within the State of Oklahoma.

8.8.3 Notification of changes. The Charter School shall notify the Sponsor of any changes in the governing body within five (5) business days of the date of resignation or appointment. The Charter School shall also keep the Sponsor apprised of the officers of the governing body, and any changes thereto within five (5) business days of the election, appointment or resignation.



8.8.4 Conflicts of interest. Pursuant to 70 O.S. § 3-136(A)(17), the governing body of the Charter School shall be subject to the same conflicts of interest requirements as members of local public school district school boards in the State of Oklahoma, including but not limited to the provisions of 70 O.S. § 5-113 and 70 O.S. § 5-124.

8.8.5 Confidentiality of student records. The Charter School shall comply with all provision of federal and state law pertaining to parent/legal guardian access to student records and privacy of student records and student data, including but not limited to compliance with all provisions of the Family Education Rights and Privacy Act of 1974 (FERPA) and the Individuals with Disabilities Education Act (IDEA).

8.8.6 Instruction and Continuing Education. Pursuant to 70 O.S. § 145.3(F), the governing body of the Charter School shall be subject to the same instruction and continuing education requirements as a member of a local school board set forth in 70 O.S. §§ 5-110 and 5-110.1.

8.9 Admission, attendance, and enrollment. Pursuant to 70 O.S. § 3-140, the Charter School shall ensure that no student shall be denied admission to the Charter School on the basis of race, color, national origin, sex, sexual orientation, gender identity, gender expression, disability, age, proficiency in the English language, religious preference or lack thereof, income, aptitude or academic ability.

8.9.1 Tuition and fees. Pursuant to 70 O.S. § 3-135(A)(9), the Charter School shall be as equally free and open to all students as traditional public school. Pursuant to 70 O.S. § 3-136(A)(10), the Charter School agrees that students and/or parents/legal guardians of students shall not be charged tuition or fees. The prohibition against charging tuition or fees applies to any attempt by the school, the governing body of the school, or employees or contractors of the school, directly or indirectly, to recover costs of offering curriculum based programs of instruction and related services to students.

8.9.2 Admission by lottery. In the event the Charter School is required to implement a lottery selection process due to a limitation in enrollment capacity, the Charter School shall provide the Sponsor with an opportunity to have a representative present to monitor and/or observe the lottery proceedings. The Charter School shall provide the Sponsor with notification of the date, time, and location of the lottery no later than five (5) business days prior to the date of the lottery or any related meetings. If a lottery results in generation of a waiting list for enrollment, the Charter School shall provide the Sponsor with a copy no later than five (5) business days after the date of the lottery or any related meeting.

8.9.3 Verification of residency. The Charter School agrees that enrollment in the Charter School shall be open to any student who is considered a resident of the State of Oklahoma and who is eligible by age or grade to enroll in the Charter School's program of instruction. The Charter School shall not enroll any student who is not a legal resident



of the State of Oklahoma, and shall ensure that verification of residency, enrollment of students, and admission of students is conducted in accordance with the policies and procedures of the Charter School. Such policies and procedures shall include a requirement that the parent/legal guardian of a prospective student sign, in either electronic or handwritten fashion, a form verifying the student's legal address and the accuracy of the information provided in the enrollment application. The form shall also include an acknowledgement that the student is being enrolled in a public school.

8.9.4 Student support. During each school year of operation, the Charter School shall have a teacher assigned to each student to provide meaningful student interaction and timely and frequent feedback that is highly individualized and detailed to achieve continued student progress. In addition to the classroom teacher, support services required for student success in online education (i.e. tutors, mentors, and technical assistance) will be provided.

8.9.5 Student attendance. The Charter School shall establish a system of accurate logging and recording of student participation in instruction as necessary to monitor and report compliance with the compulsory student attendance provisions of Article 13, § 4 of the Oklahoma Constitution, 70 O.S. § 3-145.8, 70 O.S. § 10-105, and Oklahoma State Department of Education regulations.

8.9.5.1 Attendance Officer. The Charter School agrees that it will designate an attendance officer as necessary to ensure the Charter School's compliance with all compulsory attendance laws and ensure accurate recording, maintenance, and reporting of student attendance as required by Oklahoma law.

8.9.6 State records system. The Charter School agrees to participate in the state student records system as required by 70 O.S. § 3-160.

8.10 School year. Pursuant to 70 O.S. § 3-136(A)(11), the Charter School shall provide instruction each school year for at least the number of school date or hours required by Oklahoma law, 70 O.S. § 1-109 and 1-111(A). In the event an emergency, such as severe weather, interferes with the delivery of the program of instruction, student attendance, cancellation of school programs or activities, the instruction shall be conducted in accordance with the Charter School's emergency policies and procedures.

8.11 Student conduct and discipline. Pursuant to 70 O.S. § 3-136(A)(12), the Charter School shall comply with the student suspension requirements set forth in 70 O.S. § 24-101.3, and in accordance with the Charter School's student conduct, discipline, and due process policies and procedures.

8.12 Employees. The Charter School shall ensure that employment of the Charter School's personnel is conducted in accordance with all state and federal statutes pertaining to labor and employment, unemployment compensation and worker's compensation, and



withholding and reporting of employee wages. In addition, the Charter School shall ensure that employment is conducted in accordance with the Charter School's personnel policies and procedures.

8.12.1 Oklahoma Teachers' Retirement System. Pursuant to 70 O.S. § 3-136(A)(14), if the Charter School elects to participate in the Oklahoma Teachers' Retirement System (OTRS), the Charter School agrees that it will fully comply with all statutes and regulations governing the OTRS.

8.12.2 Employment Contracts. The Charter School's contracts for services with teachers and school personnel shall comply with the requirements of 70 O.S. § 3-135(B). On or before August 1st of the fiscal year, the Charter School agrees to provide the Sponsor documentation of all compensation (salaries, hourly wages, benefit compensation, bonuses, etc.) paid to each and every employee of the Charter School, including the Chief Administrative Officer/Superintendent.

8.12.3 Disclosures. Upon contracting with any teacher or other personnel, the governing body of the Charter School shall, in writing, disclose employment rights of the employees in the event the Charter School closes or is not renewed.

8.12.4 Instructional personnel. The Charter School agrees that all individuals employed to teach students shall hold a valid teaching certificate issued or recognized by the State Board of Education or other qualifying credentials as allowed by the Oklahoma Charter School Act.

8.12.5 Background checks. The Charter School shall comply with the provisions of state law pertaining to background checks of school district employees.

8.13 Open Meet Act and Open Records Act. Pursuant to 70 O.S. § 3-136(A)(16), the Charter School and its governing body shall comply with all provisions of the Oklahoma Open Meeting Act at 25 O.S. § 301 *et seq.* and the Oklahoma Open Records Act at 51 O.S. § 24A.1 *et seq.*

8.14 Contracts. Pursuant to 70 O.S. § 3-136(D), the Charter School may enter into contracts, sue and be sued.

8.15 Disposition of property. Pursuant to 70 O.S. § 3-136(F), within sixty (60) days of the date of school closure, or upon failure of the Charter School to continue operations, all real and personal property obtained by the Charter School with public funds shall revert to the State of Oklahoma, and the Charter School shall ensure execution of any title documents necessary to ensure legal title of such property is transferred to the State. The Sponsor shall not be responsible for any of the Charter School's non-payable warrants, certificates of indebtedness, or financial obligation related to the operation of the Charter School.



8.16 Inspection. The Charter School agrees to permit inspections of the Charter School by the Sponsor and State Department of Education as necessary to ensure compliance with the provision of this contract and applicable state and federal law and regulations. Further, the Charter School agrees to respond to requests for documentation by the Sponsor to ensure compliance with the provision of this contract and applicable state and federal law and regulation.

9. ASSUMPTION OF LIABILITY

9.1 Liability. Pursuant to 70 O.S. § 3-135(A)(6), the Charter School and the Sponsor agree that neither party agrees to indemnify or hold harmless the other party with regard to any loss, damage, or claims arising out of this contract or the operation of the Charter School, unless expressly provided elsewhere in this contract or as expressly stated by state or federal law.

9.2 Insurance. Pursuant to 70 O.S. § 3-136(A)(13), the Charter School shall be considered an Oklahoma public school district for purposes of the Oklahoma Governmental Tort Claims Act.

9.2.1 Verification of Insurance. Prior to commencing operations of the Charter School for the school years set forth in this contract and on an annual basis thereafter, the Charter School shall provide the Sponsor with copies of certificates of insurance proving that the Charter School maintains public liability insurance equal to or greater than the limits of liability required in the Oklahoma Governmental Tort Claims Act in 51 O.S. § 151. In addition, the Charter School shall provide the Sponsor with copies of certificates of insurance and any other documentation required by the Sponsor, proving that the Charter School maintains sufficient property and casualty insurance to cover the value of all property of the Charter School purchased using state, federal or local funds. The Board or Oklahoma State Department of Education may not disburse state aid funds to the Charter School unless and until compliance with the requirements of this Section have been met.

10. MODIFICATION, RENEWAL, AND TERMINATION

10.1 Modification/Amendment of contract for sponsorship. All modifications or amendments to the Charter School contract shall require valid written approval by a majority of both the governing body of the Charter School and of the Sponsor. The modification or amendment shall be documented in writing and include the minutes of the board meetings in which the modification or amendment was approved. Failure by the parties to agree on modified or amended terms shall not constitute a basis for invoking rights to dispute resolution, arbitration, or mediation as set forth under the Oklahoma Charter School Act.

10.2 Renewal of Contract. Renewal of this contract shall be conducted in accordance with the provisions of 70 O.S. § 3-137 and the accompanying regulations of the Board in effect as of the date of receipt of the Charter School's application.



10.3 Termination of the Contract. Termination of this contract shall be conducted in accordance with the provisions of 70 O.S. § 3-137 and the accompanying regulations of the Board in effect as of the date of the Sponsor's notification of intent to terminate is received by the Charter School. All costs resulting from any termination of this contract shall be the sole responsibility of the Charter School.

10.4 Prohibition of assignment. The Charter School's obligations under this contract may not be assigned, delegated, subcontracted, transferred to, or assumed by any other person or entity, provided that the Charter School may contract with individuals or entities for services necessary to assist the Charter School in fulfilling its obligations under this contract.

11. MISCELLANEOUS

11.1 Superseding law. In the event of any conflict between the terms of this contract and provisions of state or federal statutes or regulations applicable to charter schools and in effect at any time during the term of this contract, the terms of this contract shall be deemed superseded by the conflicting statutes or regulations.

11.2 Entire Agreement. The parties agree that this contract, including all attachments and terms and provisions incorporated by reference, contains the entire agreement between the parties. All prior representations, understandings, and discussions between the parties are merged into, superseded by, and canceled by this contract.

11.2.1 Construction. This contract has been prepared jointly by the parties and shall not be construed more or less favorably with respect to either party.

11.3 Choice of Law. This contract shall be interpreted and construed in accordance with the laws of the State of Oklahoma, without giving effect to any rule or provision governing choice of law or conflict of laws that would otherwise result in application of the laws of any jurisdiction other than the State of Oklahoma to govern the dispute.

11.4 Jurisdiction and Venue. Any claims arising from the terms and provisions of this contract shall only be brought in the District Court of Oklahoma County, Oklahoma, or the United States District Court for the Western District of Oklahoma, provided, however, that this provision shall not be interpreted as a waiver of any or all rights of sovereign immunity to which the Board or individual members of the Board may be entitled to exercise.

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

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



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

11.8 Notice. All notices required by the provisions of this contract shall be delivered to the address of record for the party. The parties shall be notified of any change in address of record of the other party within five (5) business days of the date of the change in address. The address of record for the parties shall be as follows:

Notice to the Charter School:

Notice to the Sponsor:

Statewide Virtual Charter School Board
840 Research Parkway, Suite 455
Oklahoma City, OK 73104

11.9 Incorporation. The Charter School’s Application for Sponsorship and accompanying documents approved by the Board on _____, are hereby incorporated by reference. In the event of a conflict between the terms of this contract and the approved terms in the Charter School’s Application/Reapplication for Sponsorship, the terms of this contract shall supersede.

12. WARRANTIES AND COVENANTS

12.1 The Charter School warrants that it has not entered into an employment contract with any teacher or other personnel prior to the execution of this contract except as otherwise disclosed to the Sponsor.

12.2 The Charter School warrants that it is not affiliated with a nonpublic sectarian school or religious institution.

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



12.4 The Charter School warrants that it shall not be used by the governing body or any other entity as a method of generating revenue for students who are being home schooled or in private school and are not being educated by the Charter School.

12.5 The Charter School warrants that it has not nor will not make any attempt to levy taxes or issue bonds except as may be allowed by law.

12.6 The Charter School warrants that there is no current, pending, threatened, or anticipated litigation as of the date of the execution of this contract that could reasonably be foreseen to limit or otherwise adversely impact the operations of the Charter School and/or the governing body of the Charter School or the ability of the parties to discharge their duties under this contract.

12.7 The individual(s) signing this contract on behalf of the Charter School warrant and represent that they are authorized to execute this instrument on behalf of the Charter School.

Sponsor

School

Chairperson
Statewide Virtual Charter School Board

Date

Date





Appendix H



Oklahoma Charter Schools Act



OKLAHOMA CHARTER SCHOOLS ACT
Title 70. Schools

Section 3-130 - Short Title

Sections 6 through 18 of this act shall be known and may be cited as the "Oklahoma Charter Schools Act".

Section 3-131 - Purpose

A. The purpose of the Oklahoma Charter Schools Act is to:

1. Improve student learning;
2. Increase learning opportunities for students;
3. Encourage the use of different and innovative teaching methods;
4. Provide additional academic choices for parents and students;
5. Require the measurement of student learning and create different and innovative forms of measuring student learning;
6. Establish new forms of accountability for schools; and
7. Create new professional opportunities for teachers and administrators including the opportunity to be responsible for the learning program at the school site.

B. The purpose of the Oklahoma Charter Schools Act is not to provide a means by which to keep open a school that may otherwise be closed. Applicants applying for a charter for a school which is to be otherwise closed shall be required to prove that conversion to a charter school fulfills the purposes of the act independent of closing the school. Nothing in this section shall be interpreted to preclude a school designated as a "high challenge school" from becoming a charter school.

Section 3-132 – Application of 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;
8. By a federally recognized Indian tribe only when the charter school is located within the former reservation or treaty area boundaries of the tribe on property held in trust by the Bureau of Indian Affairs of the United States Department of the Interior for the benefit of the tribe; or
9. 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.

Section 3-134 - Sponsor Proposal

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.

Section 3-135 - Sponsor Contract Guidelines

A. The sponsor of a charter school shall enter into a written contract with the governing body of the charter school. The contract shall incorporate the provisions of the charter of the charter school and contain, but shall not be limited to, the following provisions:

1. A description of the program to be offered by the school which complies with the purposes outlined in Section 3-136 of this title;
2. Admission policies and procedures;
3. Management and administration of the charter school, including that a majority of the charter governing board members are residents of the State of Oklahoma and meet no less than quarterly in a public meeting within the boundaries of the school district in which the charter school is located or within the State of Oklahoma in the instance of multiple charter school locations by the same sponsor;
4. Requirements and procedures for program and financial audits;
5. A description of how the charter school will comply with the charter requirements set forth in the Oklahoma Charter Schools Act;



6. Assumption of liability by the charter school;
7. The term of the contract;
8. A description of the high standards of expectation and rigor for charter school plans and assurance that charter school plans adopted meet at least those standards;
9. Policies that require that the charter school be as equally free and open to all students as traditional public schools;
10. Procedures that require students enrolled in the charter school to be selected by lottery to ensure fairness if more students apply than a school has the capacity to accommodate;
11. Policies that require the charter school to be subject to the same academic standards and expectations as existing public schools; and
12. A description of the requirements and procedures for the charter school to receive funding in accordance with statutory requirements and guidelines for existing public schools.

B. A charter school shall not enter into an employment contract with any teacher or other personnel until the charter school has a contract with a sponsoring school district. The employment contract shall set forth the personnel policies of the charter school, including, but not limited to, policies related to certification, professional development evaluation, suspension, dismissal and nonreemployment, sick leave, personal business leave, emergency leave, and family and medical leave. The contract shall also specifically set forth the salary, hours, fringe benefits, and work conditions. The contract may provide for employer-employee bargaining, but the charter school shall not be required to comply with the provisions of Sections 509.1 through 509.10 of this title. The contract shall conform to all applicable provisions set forth in Section 3-136 of this title.

Upon contracting with any teacher or other personnel, the governing body of the charter school shall, in writing, disclose employment rights of the employees in the event the charter school closes or the charter is not renewed.

No charter school may begin serving students without a charter contract executed in accordance with the provisions of the Oklahoma Charter Schools Act and approved in an open meeting of the sponsor. The sponsor may establish reasonable preopening requirements or conditions to monitor the start-up progress of newly approved charter schools and ensure that each school is prepared to open smoothly on the date agreed and to ensure that each school meets all building, health, safety, insurance and other legal requirements for the opening of a school.

C. The performance provisions within the charter contract shall be based on a performance framework that clearly sets forth the academic and operational performance indicators, measures and metrics that will guide the evaluations of the charter school by the sponsor. The sponsor shall require a charter school to submit the data required in this section in the identical format that is required by the State Department of Education of all public schools in order to avoid duplicative administrative efforts or allow a charter school to provide permission to the Department to share all required data with the sponsor of the charter school. The performance framework shall include indicators, measures and metrics for, at a minimum:



1. Student academic proficiency;
2. Student academic growth;
3. Achievement gaps in both proficiency and growth between major student subgroups;
4. Student attendance;
5. Recurrent enrollment from year to year as determined by the methodology used for public schools in Oklahoma;
6. In the case of high schools, graduation rates as determined by the methodology used for public schools in Oklahoma;
7. In the case of high schools, postsecondary readiness;
8. Financial performance and sustainability; and
9. Governing board performance and stewardship, including compliance with all applicable laws, regulations and terms of the charter contract.

D. The sponsor shall not request any metric or data from a charter school that it does not produce or publish for all school sites in the district or under its sponsorship, unless the metric or data is unique to a charter school.

E. A charter contract may provide for one or more schools by an applicant to the extent approved by the sponsor and consistent with applicable law. An applicant or the governing board of an applicant may hold one or more charter contracts. Each charter school that is part of a charter contract shall be separate and distinct from any other charter school under the same charter contract.

Section 3-136 - Charter School Compliance

A. A charter school shall adopt a charter which will ensure compliance with the following:

1. A charter school shall comply with all federal regulations and state and local rules and statutes relating to health, safety, civil rights and insurance. By January 1, 2000, the State Department of Education shall prepare a list of relevant rules and statutes which a charter school must comply with as required by this paragraph and shall annually provide an update to the list;
2. A charter school shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. A sponsor may not authorize a charter school or program that is affiliated with a nonpublic sectarian school or religious institution;
3. The charter school may provide a comprehensive program of instruction for a prekindergarten program, a kindergarten program or any grade between grades one and twelve. Instruction may be provided to all persons between the ages of four (4) and twenty-one (21) years. A charter school may offer a curriculum which emphasizes a specific learning



philosophy or style or certain subject areas such as mathematics, science, fine arts, performance arts, or foreign language. The charter of a charter school which offers grades nine through twelve shall specifically address whether the charter school will comply with the graduation requirements established in [Section 11-103.6 of this title](#). No charter school shall be chartered for the purpose of offering a curriculum for deaf or blind students that is the same or similar to the curriculum being provided by or for educating deaf or blind students that are being served by the Oklahoma School for the Blind or the Oklahoma School for the Deaf;

4. A charter school shall participate in the testing as required by the Oklahoma School Testing Program Act and the reporting of test results as is required of a school district. A charter school shall also provide any necessary data to the Office of Accountability;

5. Except as provided for in the Oklahoma Charter Schools Act and its charter, a charter school shall be exempt from all statutes and rules relating to schools, boards of education, and school districts;

6. A charter school, to the extent possible, shall be subject to 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. A charter school shall use the Oklahoma Cost Accounting System to report financial transactions to the sponsoring school district;

7. A charter school shall comply with all federal and state laws relating to the education of children with disabilities in the same manner as a school district;

8. A charter school shall provide for a governing body for the school which shall be responsible for the policies and operational decisions of the charter school;

9. A charter school shall not be used as a method of generating revenue for students who are being home schooled and are not being educated at an organized charter school site;

10. A charter school may not charge tuition or fees;

11. A charter school shall provide instruction each year for at least the number of days required in [Section 1-109 of this title](#);

12. A charter school shall comply with the student suspension requirements provided for in [Section 24-101.3 of this title](#);

13. A charter school shall be considered a school district for purposes of tort liability under The Governmental Tort Claims Act;

14. Employees of a charter school may participate as members of the Teachers' Retirement System of Oklahoma in accordance with applicable statutes and rules if otherwise allowed pursuant to law;

15. A charter school may participate in all health and related insurance programs available to the employees of the sponsor of the charter school;



16. A charter school shall comply with the Oklahoma Open Meeting Act and the Oklahoma Open Records Act;

17. The governing body of a charter school shall be subject to the same conflict of interest requirements as a member of a local school board; and

18. No later than September 1 each year, the governing board of each charter school formed pursuant to the Oklahoma Charter Schools Act shall prepare a statement of actual income and expenditures for the charter school for the fiscal year that ended on the preceding June 30, in a manner compliant with [Section 5-135 of this title](#). 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 [Section 5-145 of this title](#). Charter schools shall not be permitted to submit estimates of expenditures or prorated amounts to fulfill the requirements of this paragraph.

B. The charter of a charter school shall include a description of the personnel policies, personnel qualifications, and method of school governance, and the specific role and duties of the sponsor of the charter school.

C. The charter of a charter school may be amended at the request of the governing body of the charter school and upon the approval of the sponsor.

D. A charter school may enter into contracts and sue and be sued.

E. The governing body of a charter school may not levy taxes or issue bonds.

F. The charter of a charter school shall include a provision specifying the method or methods to be employed for disposing of real and personal property acquired by the charter school upon expiration or termination of the charter or failure of the charter school to continue operations. Except as otherwise provided, any real or personal property purchased with state or local funds shall be retained by the sponsoring school district. If a charter school that was previously sponsored by the board of education of a school district continues operation within the school district under a new charter sponsored by an entity authorized pursuant to [Section 3-132 of this title](#), the charter school may retain any personal property purchased with state or local funds for use in the operation of the charter school until termination of the new charter or failure of the charter school to continue operations.

Section 3-137 - Length of Contract - Termination of Contract

A. An approved contract for a charter school shall be effective for five (5) years from the first day of operation. A charter contract may be renewed for successive five-year terms of duration, although the sponsor may vary the term based on the performance, demonstrated capacities and particular circumstances of each charter school. A sponsor may grant renewal with specific conditions for necessary improvements to a charter school.

B. Prior to the beginning of the fourth year of operation of a charter school, the sponsor shall issue a charter school performance report and charter renewal application guidance to the school and the charter school board. The performance report shall summarize the performance record to date of the charter school, based on the data required by the Oklahoma Charter Schools Act and the charter



contract and taking into consideration the percentage of at-risk students enrolled in the school, and shall provide notice of any weaknesses or concerns perceived by the sponsor concerning the charter school that may jeopardize its position in seeking renewal if not timely rectified. The charter school shall have forty-five (45) days to respond to the performance report and submit any corrections or clarifications for the report.

C. 1. Prior to the beginning of the fifth year of operation, the charter school may apply for renewal of the contract with the sponsor. The renewal application guidance shall, at a minimum, provide an opportunity for the charter school to:

- a. present additional evidence, beyond the data contained in the performance report, supporting its case for charter renewal,
- b. describe improvements undertaken or planned for the school, and
- c. detail the plan for the next charter term for the school.

2. The renewal application guidance shall include or refer explicitly to the criteria that will guide the renewal decisions of the sponsor, which shall be based on the performance framework set forth in the charter contract and consistent with the Oklahoma Charter Schools Act.

D. The sponsor may deny the request for renewal if it determines the charter school has failed to complete the obligations of the contract or comply with the provisions of the Oklahoma Charter Schools Act. A sponsor shall give written notice of its intent to deny the request for renewal at least eight (8) months prior to expiration of the contract. In making charter renewal decisions, a sponsor shall:

1. Ground decisions on evidence of the performance of the school over the term of the charter contract in accordance with the performance framework set forth in the charter contract and shall take into consideration the percentage of at-risk students enrolled in the school;
2. Grant renewal to schools that have achieved the standards, targets and performance expectations as stated in the charter contract and are organizationally and fiscally viable and have been faithful to the terms of the contract and applicable law;
3. Ensure that data used in making renewal decisions are available to the school and the public; and
4. Provide a public report summarizing the evidence used as the basis for each decision.

E. If a sponsor denies a request for renewal, the governing board of the sponsor may, if requested by the charter school, proceed to binding arbitration as provided for in subsection G of Section 3-134 of this title.

F. A sponsor may terminate a contract during the term of the contract for failure to meet the requirements for student performance contained in the contract, failure to meet the standards of fiscal management, violations of the law or other good cause. The sponsor shall give at least ninety (90) days' written notice to the governing board prior to terminating the contract. The governing board may request, in writing, an informal hearing before the sponsor within fourteen (14) days of receiving notice.



The sponsor shall conduct an informal hearing before taking action. If a sponsor decides to terminate a contract, the governing board may, if requested by the charter school, proceed to binding arbitration as provided for in subsection G of Section 3-134 of this title.

- G.
1. Beginning in the 2016-2017 school year, the State Board of Education shall identify charter schools in the state that are ranked in the bottom five percent (5%) of all public schools as determined pursuant to Section 1210.545 of this title.
 2. At the time of its charter renewal, based on an average of the current year and the two (2) prior operating years, a sponsor may close a charter school site identified as being among the bottom five percent (5%) of public schools in the state. The average of the current year and two (2) prior operating years shall be calculated by using the percentage ranking for each year divided by three, as determined by this subsection.
 3. If there is a change to the calculation described in Section 1210.545 of this title that results in a charter school site that was not ranked in the bottom five percent (5%) being ranked in the bottom five percent (5%), then the sponsor shall use the higher of the two rankings to calculate the ranking of the charter school site.
 4. In the event that a sponsor fails to close a charter school site consistent with this subsection, the sponsor shall appear before the State Board of Education to provide support for its decision. The State Board of Education may, by majority vote, uphold or overturn the decision of the sponsor. If the decision of the sponsor is overturned by the State Board of Education, the Board may implement one of the following actions:
 - a. transfer the sponsorship of the charter school identified in this paragraph to another sponsor,
 - b. order the closure of the charter school identified in this paragraph at the end of the current school year, or
 - c. order the reduction of any administrative fee collected by the sponsor that is applicable to the charter school identified in this paragraph. The reduction shall become effective at the beginning of the month following the month the hearing of the sponsor is held by the State Board of Education.
 5. A charter school that is closed by the State Board of Education pursuant to paragraph 4 of this subsection shall not be granted a charter by any other sponsor.
 6. The requirements of this subsection shall not apply to a charter school that has been designated by the State Department of Education as implementing an alternative education program throughout the charter school.
 7. In making a school site closure decision, the State Board of Education shall consider the following:
 - a. enrollment of students with special challenges such as drug or alcohol addiction, prior withdrawal from school, prior incarceration or other special circumstances,



b. high mobility of the student population resulting from the specific purpose of the charter school,

c. annual improvement in the performance of students enrolled in the charter school compared with the performance of students enrolled in the charter school in the immediately preceding school year, and

d. whether a majority of students attending the charter school under consideration for closure would likely revert to attending public schools with lower academic achievement, as demonstrated pursuant to Section 1210.545 of this title.

8. If the State Board of Education has closed or transferred authorization of at least twenty-five percent (25%) of the charter schools chartered by one sponsor pursuant to paragraph 4 of this subsection, the authority of the sponsor to authorize new charter schools may be suspended by the Board until the Board approves the sponsor to authorize new charter schools. A determination under this paragraph to suspend the authority of a sponsor to authorize new charter schools shall identify the deficiencies that, if corrected, will result in the approval of the sponsor to authorize new charter schools.

H. If a sponsor terminates a contract or the charter school is closed, the closure shall be conducted in accordance with the following protocol:

1. Within two (2) calendar weeks of a final closure determination, the sponsor shall meet with the governing board and leadership of the charter school to establish a transition team composed of school staff, applicant staff and others designated by the applicant that will attend to the closure, including the transfer of students, student records and school funds;

2. The sponsor and transition team shall communicate regularly and effectively with families of students enrolled in the charter school, as well as with school staff and other stakeholders, to keep them apprised of key information regarding the closure of the school and their options and risks;

3. The sponsor and transition team shall ensure that current instruction of students enrolled in the charter school continues per the charter agreement for the remainder of the school year;

4. The sponsor and transition team shall ensure that all necessary and prudent notifications are issued to agencies, employees, insurers, contractors, creditors, debtors and management organizations; and

5. The governing board of the charter school shall continue to meet as necessary to take actions needed to wind down school operations, manage school finances, allocate resources and facilitate all aspects of closure.

I. A sponsor shall develop revocation and nonrenewal processes that are consistent with the Oklahoma Charter Schools Act and that:

1. Provide the charter school with a timely notification of the prospect of revocation or nonrenewal and of the reasons for possible closure;



2. Allow the charter school a reasonable amount of time in which to prepare a response;
 3. Provide the charter school with an opportunity to submit documents and give testimony in a public hearing challenging the rationale for closure and in support of the continuation of the school at an orderly proceeding held for that purpose and prior to taking any final nonrenewal or revocation decision related to the school;
 4. Allow the charter school access to representation by counsel to call witnesses on its behalf;
 5. Permit the recording of the proceedings; and
 6. After a reasonable period for deliberation, require a final determination be made and conveyed in writing to the charter school.
- J. If a sponsor revokes or does not renew a charter, the sponsor shall clearly state in a resolution the reasons for the revocation or nonrenewal.
- K.
1. Before a sponsor may issue a charter to a charter school governing body that has had its charter terminated or has been informed that its charter will not be renewed by the current sponsor, the sponsor shall request to have the proposal reviewed by the State Board of Education at a hearing. The State Board of Education shall conduct a hearing in which the sponsor shall present information indicating that the proposal of the organizer is substantively different in the areas of deficiency identified by the current sponsor from the current proposal as set forth within the charter with its current sponsor.
 2. After the State Board of Education conducts a hearing pursuant to this subsection, the Board shall either approve or deny the proposal.
 3. If the proposal is denied, no sponsor may issue a charter to the charter school governing body.
- L. If a contract is not renewed, the governing board of the charter school may submit an application to a proposed new sponsor as provided for in Section 3-134 of this title.
- M. If a contract is not renewed or is terminated according to this section, a student who attended the charter school may enroll in the resident school district of the student or may apply for a transfer in accordance with Section 8-103 of this title.

Section 3-138 - Unlawful Reprisal Actions Prohibited

A board of education of a school district or an employee of the district who has control over personnel actions shall not take unlawful reprisal action against an employee of the school district for the reason that the employee is directly or indirectly involved in an application to establish a charter school. As used in this section, "unlawful reprisal" means an action that is taken by a board of education or a school district employee as a direct result of a lawful application to establish a charter school and that is adverse to an employee or an education program.



Section 3-139 - Teacher Status Upon Returning from Charter School

A. A sponsoring school district shall determine whether a teacher who is employed by or teaching at a charter school and who was previously employed as a teacher at the sponsoring public school district shall not lose any right of salary status or any other benefit provided by law due to teaching at a charter school upon returning to the sponsoring public school district to teach.

B. A teacher who is employed by or teaching at a charter school and who submits an employment application to the school district where the teacher was employed immediately before employment by or at a charter school shall be given employment preference by the school district if:

1. The teacher submits an employment application to the school district no later than three (3) years after ceasing employment with the school district; and
2. A suitable position is available at the school district.

Section 3-140 - Eligible Students - Discrimination - Limit on Number of Students

A. Except for a charter school sponsored by the State Board of Education, a charter school shall enroll those students whose legal residence is within the boundaries of the school district in which the charter school is located and who submit a timely application, or those students who transfer to the district in which the charter school is located in accordance with Section 8-103 or 8-104 of this title, unless the number of applications exceeds the capacity of a program, class, grade level, or building. Students who reside in a school district where a charter school is located shall not be required to obtain a transfer in order to attend a charter school in the school district of residence. If capacity is insufficient to enroll all eligible students, the charter school shall select students through a lottery selection process. Except for a charter school sponsored by the State Board of Education, a charter school shall give enrollment preference to eligible students who reside within the boundaries of the school district in which the charter school is located. Except for a charter school sponsored by the State Board of Education, a charter school created after November 1, 2010, shall give enrollment preference to eligible students who reside within the boundaries of the school district in which the charter school is located and who attend 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. A charter school may limit admission to students within a given age group or grade level. A charter school sponsored by the State Board of Education when the applicant of the charter school is the Office of Juvenile Affairs shall limit admission to youth that are in the custody or supervision of the Office of Juvenile Affairs.

B. Except for a charter school sponsored by the State Board of Education, a charter school shall admit students who reside in the attendance area of a school or in a school district that is under a court order of desegregation or that is a party to an agreement with the United States Department of Education Office for Civil Rights directed towards mediating alleged or proven racial discrimination unless notice is received from the resident school district that admission of the student would violate the court order or agreement.



C. A charter school may designate a specific geographic area within the school district in which the charter school is located as an academic enterprise zone and may limit admissions to students who reside within that area. An academic enterprise zone shall be a geographic area in which sixty percent (60%) or more of the children who reside in the area qualify for the free or reduced school lunch program.

D. Except as provided in subsections B and C of this section, a charter school 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.

E. A sponsor of a charter school shall not restrict the number of students a charter school may enroll. The capacity of the charter school shall be determined annually by the governing board of the charter school based on the ability of the charter school to facilitate the academic success of the students, to achieve the other objectives specified in the charter contract and to ensure that the student enrollment does not exceed the capacity of its facility or site.

Section 3-141 - Transportation

A. Transportation shall be provided by the charter school in accordance with Sections [9-101](#) through [9-118 of Title 70](#) of the Oklahoma Statutes and only within the transportation boundaries of the school district in which the charter school is located.

B. A charter school shall provide the parent or guardian information regarding transportation at the time the student enrolls in the charter school.

Section 3-142 - State-Appropriated Funding - Funding From Non-State Sources

A. For purposes of funding, a charter school sponsored by a board of education of a school district shall be considered a site within the school district in which the charter school is located. The student membership of the charter school shall be considered separate from the student membership of the district in which the charter school is located for the purpose of calculating weighted average daily membership pursuant to Section 18-201.1 of this title and State Aid pursuant to Section 18-200.1 of this title. For charter schools sponsored by a board of education of a school district, the sum of the separate calculations for the charter school and the school district shall be used to determine the total State Aid allocation for the district in which the charter school is located. A charter school shall receive from the sponsoring school district, the State Aid allocation and any other state-appropriated revenue generated by its students for the applicable year, less up to five percent (5%) of the State Aid allocation, which may be retained by the school district as a fee for administrative services rendered. For charter schools sponsored by 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 and for statewide virtual charter schools sponsored by the Statewide Virtual Charter School Board, the State Aid allocation for the charter school shall be distributed by the State Board of Education and not more than five percent (5%) of the State Aid allocation may be charged by the sponsor as a fee for administrative services rendered. The State Board of Education shall determine the policy and procedure for making payments to a charter school. The fee for administrative services as authorized in this subsection shall only be assessed on the State Aid allocation amount and shall not be assessed on any other appropriated amounts.



B. 1. The weighted average daily membership for the first year of operation of a charter school shall be determined initially by multiplying the actual enrollment of students as of August 1 by 1.333. The charter school shall receive revenue equal to that which would be generated by the estimated weighted average daily membership calculated pursuant to this paragraph. At midyear, the allocation for the charter school shall be adjusted using the first quarter weighted average daily membership for the charter school calculated pursuant to subsection A of this section.

2. For the purpose of calculating weighted average daily membership pursuant to Section 18-201.1 of this title and State Aid pursuant to Section 18-200.1 of this title, the weighted average daily membership for the first year of operation of a full-time statewide virtual charter school sponsored by the Statewide Virtual Charter School Board shall be determined initially by multiplying the actual enrollment of students as of August 1 by 1.333. The full-time virtual charter school shall receive revenue equal to that which would be generated by the estimated weighted average daily membership calculated pursuant to this paragraph. At midyear, the allocation for the full-time statewide virtual charter school shall be adjusted using the first quarter weighted average daily membership for the virtual charter school calculated pursuant to subsection A of this section.

C. A charter school shall be eligible to receive any other aid, grants or revenues allowed to other schools. A charter school sponsored by 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 shall be considered a local education agency for purposes of funding. A charter school sponsored by a board of education of a school district shall be considered a local education agency for purposes of federal funding.

D. A charter school, in addition to the money received from the state, may receive money from any other source. Any unexpended funds may be reserved and used for future purposes. The governing body of a charter school shall not levy taxes or issue bonds. If otherwise allowed by law, the governing body of a charter school may enter into private contracts for the purposes of borrowing money from lenders. If the governing body of the charter school borrows money, the charter school shall be solely responsible for repaying the debt, and the state or the sponsor shall not in any way be responsible or obligated to repay the debt.

E. Any charter school which chooses to lease property shall be eligible to receive current government lease rates.

Section 3-143 - Annual Report

The State Board of Education shall issue an annual report to the Legislature and the Governor outlining the status of charter schools in the state. Each charter school shall annually file a report with the Office of Accountability. The report shall include such information as requested by the Office of Accountability, including but not limited to information on enrollment, testing, curriculum, finances and employees.



Section 3-144 - Charter Schools Incentive Fund

A. There is hereby created in the State Treasury a fund to be designated the "Charter Schools Incentive Fund". The fund shall be a continuing fund, not subject to fiscal year limitations, and shall consist of all monies appropriated by the Legislature, gifts, grants, devises and donations from any public or private source. The State Department of Education shall administer the fund for the purpose of providing financial support to charter school applicants and charter schools for start-up costs and costs associated with renovating or remodeling existing buildings and structures for use by a charter school. The State Department of Education is authorized to allocate funds on a per-pupil basis for purposes of providing matching funds for the federal State Charter School Facilities Incentive Grants Program created pursuant to the No Child Left Behind Act, 20 USCA, Section 7221d.

B. The State Board of Education shall adopt rules to implement the provisions of this section, including application and notification requirements.

Section 3-145.1 - Statewide Virtual Charter School Board

A. There is hereby created the Statewide Virtual Charter School Board. The Board shall have the sole authority to authorize and sponsor statewide virtual charter schools in this state. The Board shall be composed of five (5) voting members as follows:

1. One member appointed by the Governor, who shall be a resident and elector of the Fifth Congressional District;
2. Two members appointed by the President Pro Tempore of the Senate, one of whom shall be a resident and elector of the First Congressional District and one of whom shall be a resident and elector of the Third Congressional District;
3. Two members appointed by the Speaker of the House of Representatives, one of whom shall be a resident and elector of the Second Congressional District and one of whom shall be a resident and elector of the Fourth Congressional District; and
4. The State Superintendent of Public Instruction and the Secretary of Education or their designees shall serve as ex officio nonvoting members, and shall not be counted toward a quorum.

B. Initial appointments shall be made by August 1, 2012. The President Pro Tempore of the Senate and the Speaker of the House of Representatives shall each appoint one member for one (1) year and one member for three (3) years. The Governor shall appoint one member for two (2) years. Members shall serve until their successors are duly appointed for a term of three (3) years. Appointments shall be made by and take effect on November 1 of the year in which the appointment is made. Annually by December 30 the Board shall elect from its membership a chair and vice-chair.

C. A member may be removed from the Board by the appointing authority for cause which shall include, but not be limited to:

1. Being found guilty by a court of competent jurisdiction of a felony or any offense involving moral turpitude;



2. Being found guilty of malfeasance, misfeasance or nonfeasance in relation to Board duties;
3. Being found mentally incompetent by a court of competent jurisdiction; or
4. Failing to attend three successive meetings of the Board without just cause, as determined by the Board.

D. Vacancies shall be filled by the appointing authority.

E. No member of the Senate or House of Representatives may be appointed to the Board while serving as a member of the Legislature, or for two (2) full years following the expiration of the term of office.

F. The State Department of Education shall provide staff support to the Board until December 31, 2014, and thereafter the Department shall provide office space for the operation of the Board.

Section 3-145.2 - Meetings - Quorum - Reimbursement

A. The Statewide Virtual Charter School Board shall meet at the call of the chair. The first meeting of the Board shall be held no later than sixty (60) days after the effective date of this act.

B. Three members of the Board shall constitute a quorum and an affirmative vote of at least three members shall be required in order for the Board to take any final action.

C. Members of the Board shall receive necessary traveling expenses while in the performance of their duties in accordance with the State Travel Reimbursement Act. Members shall receive reimbursement from the State Department of Education.

Section 3-145.3 - Powers and Duties

A. Subject to the requirements of the Oklahoma Charter Schools Act, the Statewide Virtual Charter School Board shall:

1. Provide oversight of the operations of statewide virtual charter schools in this state;
2. Establish a procedure for accepting, approving and disapproving statewide virtual charter school applications and a process for renewal or revocation of approved charter school contracts which minimally meet the procedures set forth in the Oklahoma Charter Schools Act;
3. Make publicly available a list of supplemental online courses which have been reviewed and certified by the Statewide Virtual Charter School Board to ensure that the courses are high quality options and are aligned with the subject matter standards adopted by the State Board of Education pursuant to [Section 11-103.6](#) of this title. The Statewide Virtual Charter School Board shall give special emphasis on listing supplemental online courses in science, technology, engineering and math (STEM), foreign language and advanced placement courses. School districts shall not be limited to selecting supplemental online courses that have been reviewed and certified by the Statewide Virtual Charter School Board and listed as provided for in this paragraph; and



4. In conjunction with the Office of Management and Enterprise Services, negotiate and enter into contracts with supplemental online course providers to offer a state rate price to school districts for supplemental online courses that have been reviewed and certified by the Statewide Virtual Charter School Board and listed as provided for in paragraph 3 of this subsection.

B. Each statewide virtual charter school which has been approved and sponsored by the Board or any virtual charter school for which the Board has assumed sponsorship of as provided for in [Section 3-145.5](#) of this title shall be considered a statewide virtual charter school and, except as provided in subsection H of this section, the geographic boundaries of each statewide virtual charter school shall be the borders of the state.

C. Each statewide virtual charter school approved by the Statewide Virtual Charter School Board shall be eligible to receive federal funds generated by students enrolled in the charter school for the applicable year. Each statewide virtual charter school shall be considered a separate local education agency for purposes of reporting and accountability.

D. As calculated as provided for in [Section 3-142](#) of this title, a statewide virtual charter school shall receive the State Aid allocation and any other state-appropriated revenue generated by students enrolled in the virtual charter school for the applicable year, less up to five percent (5%) of the State Aid allocation, which may be retained by the Statewide Virtual Charter School Board for administrative expenses and to support the mission of the Board. A statewide virtual charter school shall be eligible for any other funding any other charter school is eligible for as provided for in [Section 3-142](#) of this title. Each statewide virtual charter school shall be considered a separate local education agency for purposes of reporting and accountability.

E. A virtual charter school shall be subject to 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. A virtual charter school shall use the Oklahoma Cost Accounting System (OCAS) to report financial transactions to the State Department of Education.

F. A virtual charter school governing body shall be responsible for the policies that govern the operational decisions of the virtual charter school. The governing body of a virtual charter school shall be subject to the same conflict of interest requirements as a member of a local school board including, but not limited to, [Sections 5-113](#) and [5-124](#) of this title. Members appointed to the governing body of a virtual charter school after July 1, 2019, shall be subject to the same instruction and continuing education requirements as a member of a local school board and pursuant to [Section 5-110](#) of this title, complete twelve (12) hours of instruction within fifteen (15) months of appointment to the governing body, and pursuant to [Section 5-110.1](#) of this title, attend continuing education.

G. Students enrolled full-time in a statewide virtual charter school sponsored by the Statewide Virtual Charter School Board shall not be authorized to participate in any activities administered by the Oklahoma Secondary Schools Activities Association. However, the students may participate in intramural activities sponsored by a statewide virtual charter school, an online provider for the charter school or any other outside organization.

H. 1. Beginning with the 2021-2022 school year, public school students who wish to enroll in a virtual charter school shall be considered a transfer student from their resident school district. A virtual charter



school shall pre-enroll any public school student whose parent expresses intent to enroll in the district. Upon pre-enrollment, the State Department of Education shall initiate a transfer on a form to be completed by the receiving virtual charter school. Upon approval of the receiving virtual charter school, the student may begin instructional activities. Upon notice that a public school student has transferred to a virtual charter school, the resident school district shall transmit the student's records within three (3) school days.

2. The State Department of Education shall notify the Legislature and Governor if it determines that the information technology infrastructure necessary to process the transfer of students to a virtual charter school is inadequate and one (1) additional school year is needed for implementation.

3. A public school student may transfer to one statewide virtual charter school at any time during a school year. For purposes of this subsection, "school year" shall mean July 1 through the following June 30. After one statewide virtual charter school transfer during a school year, no public school student shall be permitted to transfer to any other statewide virtual charter school without the concurrence of both the resident school district and the receiving virtual charter school. A student shall have a grace period of fifteen (15) school days from the first day of enrollment in a statewide virtual charter school to withdraw without academic penalty and shall continue to have the option of one virtual charter school transfer without the concurrence of both districts during that same school year. A statewide virtual charter school student that has utilized the allowable one transfer pursuant to this subsection shall not be permitted to transfer to another district or other statewide virtual charter school without first notifying his or her resident district and initiating a new transfer. Upon cancellation of a transfer the virtual charter school shall transmit the student's records to the student's new school district within three (3) school days. Students enrolled in a statewide virtual charter school shall not be required to submit a virtual charter transfer for consecutive years of enrollment. Any student enrolled in a statewide virtual charter school the year prior to the implementation of this section shall not be required to submit a transfer in order to remain enrolled.

4. For purposes of this subsection, "parent" shall mean the parent of the student or person having custody of the student as provided for in paragraph 1 of subsection A of [Section 1-113](#) of this title.

I. A virtual charter school shall not accept or deny a transfer based on ethnicity, national origin, gender, income level, disabling condition, proficiency in the English language, measure of achievement, aptitude or athletic ability.

J. The decision of the Statewide Virtual Charter School Board to deny, nonrenew or terminate the charter contract of a statewide virtual charter school may be appealed to the State Board of Education within thirty (30) days of the decision by the Statewide Virtual Charter School Board. The State Board of Education shall act on the appeal within sixty (60) days of receipt of the request from the statewide virtual charter school applicant. The State Board of Education may reverse the decision of the Statewide Virtual Charter School Board or may remand the matter back to the Statewide Virtual Charter School Board for further proceeding as directed.

Section 3-145.4 - Authority to Promulgate Rules

Pursuant to and in compliance with Article I of the Administrative Procedures Act, the Statewide Virtual Charter School Board shall promulgate rules as may be necessary to implement the provisions of this act.



Section 3-145.5 - School Districts - Virtual Education - Residency Requirement

A. Notwithstanding any other provision of law, beginning July 1, 2014, no school district shall offer full-time virtual education to students who are not residents of the school district or enter into a virtual charter school contract with a provider to provide full-time virtual education to students who do not reside within the school district boundaries.

B. Effective July 1, 2014, the Statewide Virtual Charter School Board shall succeed to any contractual rights and responsibilities incurred by a school district in a virtual charter school contract executed prior to January 1, 2014, with a provider to provide full-time virtual education to students who do not reside within the school district boundaries. All property, equipment, supplies, records, assets, current and future liability, encumbrances, obligations and indebtedness associated with the contract shall be transferred to the Statewide Virtual Charter School Board. Appropriate conveyances and other documents shall be executed to effectuate the transfer of any property associated with the contract. Upon succession of the contract, the Board shall assume sponsorship of the virtual charter school for the remainder of the term of the contract. Prior to the end of the current term of the contract, the Board shall allow the provider of the virtual charter school to apply for renewal of the contract with the Board in accordance with the renewal procedures established pursuant to Section 3-145.3 of this title.

Section 3-145.6 - Virtual Education Providers - Non-Resident Students

A. A virtual education provider that offers full-time virtual education to students who are not residents of the school district with which the provider is contracted shall be considered a site within each school district with which the provider contracts and subject to the accountability system established pursuant to [Section 1210.545 of this title](#).

B. The virtual education provider and the school district with which it contracts are hereby directed to identify those students who are full-time virtual students and do not live in the physical boundaries of the district. The district and provider shall submit in electronic format as necessary to the State Department of Education detailed data on the performance of nonresident students who are receiving full-time instruction.

Section 3-145.7 - Statewide Virtual Charter School Board Revolving Fund

There is hereby created in the State Treasury a revolving fund for the Statewide Virtual Charter School Board to be designated the "Statewide Virtual Charter School Board Revolving Fund". The fund shall be a continuing fund, not subject to fiscal year limitations, and shall consist of all monies received by the Statewide Virtual Charter School Board from State Aid pursuant to Section 3-145.3 of Title 70 of the Oklahoma Statutes or any other state appropriation. All monies accruing to the credit of the fund are hereby appropriated and may be budgeted and expended by the Statewide Virtual Charter School Board for the purpose of supporting the mission of the Statewide Virtual Charter School Board. Expenditures from the fund shall be made upon warrants issued by the State Treasurer against claims filed as prescribed by law with the Director of the Office of Management and Enterprise Services for approval and payment.



Section 3-145.8 - Virtual Charter School Attendance Policy

A. It shall be the duty of each virtual charter school approved and sponsored by the Statewide Virtual Charter School Board pursuant to the provisions of [Section 3-145.3 of Title 70](#) of the Oklahoma Statutes to keep a full and complete record of the attendance of all students enrolled in the virtual charter school in one of the student information systems approved by the State Department of Education and locally selected by the virtual school from the approved list.

B. By July 1, 2020, the governing body of each virtual charter school shall adopt an attendance policy. The policy may allow attendance to be a proportional amount of the required attendance policy provisions based upon the date of enrollment of the student. The attendance policy shall include the following provisions:

1. The first date of attendance and membership shall be the first date the student completes an instructional activity.

2. A student who attends a virtual charter school shall be considered in attendance for a quarter if the student:

a. completes instructional activities on no less than ninety percent (90%) of the days within the quarter,

b. is on pace for on-time completion of the course as defined by the governing board of the virtual charter school, or

c. completes no less than seventy-two instructional activities within the quarter of the academic year.

3. For a student who does not meet any of the criteria set forth in paragraph 1 or 2 of this subsection, the amount of attendance recorded shall be the greater of:

a. the number of school days during which the student completed the instructional activities during the quarter,

b. the number of school days proportional to the percentage of the course that has been completed, or

c. the number of school days proportional to the percentage of the required minimum number of completed instructional activities during the quarter.

C. For the purposes of this section, "instructional activities" shall include instructional meetings with a teacher, completed assignments that are used to record a grade for a student that is factored into the student's grade for the semester during which the assignment is completed, testing and school-sanctioned field trips, and orientation.

D. Each statewide virtual charter school approved and sponsored by the Statewide Virtual Charter School Board pursuant to the provisions of [Section 3-145.3](#) of this title shall offer a student orientation, notify the parent or legal guardian and each student who enrolls in that school of the requirement to participate in the student orientation, and require all students enrolled to complete the student orientation prior to completing any other instructional activity. The Statewide Virtual Charter School Board shall promulgate rules to develop materials for orientation.



E. Any student that is behind pace and does not complete an instructional activity for a fifteen-school-day-period shall be withdrawn for truancy. The virtual charter school shall submit a notification to the parent or legal guardian of a student who has been withdrawn for truancy or is approaching truancy.

F. A student who is reported for truancy two times in the same school year shall be withdrawn and prohibited from enrolling in the same virtual charter school for the remainder of the school year.

G. The governing body of each statewide virtual charter school shall develop, adopt and post on the school's website a policy regarding consequences for a student's failure to attend school and complete instructional activities. The policy shall state, at a minimum, that if a student fails to consistently attend school and complete instructional activities after receiving a notification pursuant to subsection E of this section and reasonable intervention strategies have been implemented, a student shall be subject to certain consequences including withdrawal from the school for truancy.

H. If a statewide virtual charter school withdraws a student pursuant to subsections F and G of this section, the virtual charter school shall immediately notify the student's resident district in writing of the student's disenrollment.

I. The provisions of subsections F, G and H of this section shall not be in effect until the implementation of subsection H of [Section 3-145.3](#) of this title.

J. The Statewide Virtual Charter School Board may promulgate rules to implement the provisions of this section.



Oklahoma Statutes Citationized

Title 70. Schools

Chapter 1 - School Code of 1971

Section 5-200 - Educational Management Organization - Use Oklahoma Cost Accounting System - Disclosure of Ownership Position - Teaching Contract Binding - Exception - Suspension

Cite as: 70 O.S. § 5-200 (OSCN 2019)

A. As used in this section, "educational management organization" means a for-profit or nonprofit organization that receives public funds to provide administration and management services for a charter school, statewide virtual charter school or traditional public school.

B. A charter school that contracts with an educational management organization shall use the Oklahoma Cost Accounting System (OCAS) to report the total amount paid to an educational management organization as well as itemized expenditure information for the goods or services provided by the management organization as defined by OCAS expenditure codes, including the total compensation package of the superintendent including the base salary, insurance, retirement and other fringe benefits.

C. Any owner of an educational management organization shall be required to disclose to the governing board of the school in a public meeting any ownership position in any business that contracts or proposes to contract with the same public school that the educational management organization is managing.

D. Whenever any person shall enter into a contract with any school district or public charter school in the state to teach in such school district or public charter school the contract shall be binding on the teacher and on the board of education until the teacher legally has been discharged from the teaching position or released by the board of education from the contract. Except as provided in [Section 5-106A](#) of Title 70 of the Oklahoma Statutes, until such teacher has been thus discharged or released, the teacher shall not have authority to enter into a contract with any other board of education in Oklahoma for the same time covered by the original contract. If upon written complaint by the board of education in a district any teacher is reported to have failed to obey the terms of the contract previously made and to have entered into a contract with another board of education, including a public charter school board of education, without having been released from the former contract except as provided in [Section 5-106A](#) of Title 70 of the Oklahoma Statutes, the teacher, upon being found to be employed full-time for another public school, including a public charter school in the state, at a hearing held before the State Board of Education, shall have such teacher's certificate suspended for the remainder of the term for which the contract was made.

Historical Data

Laws 2019, HB 1395, c. 272, § 2, emerg. eff. May 2, 2019.

Citationizer® Summary of Documents Citing This Document

Cite	Name	Level
None Found.		

Citationizer: Table of Authority

Cite	Name	Level
None Found.		



Appendix I



Title 777 Statewide Virtual Charter School Board Administrative Rules



TITLE 777. STATEWIDE VIRTUAL CHARTER SCHOOL BOARD

CHAPTER 1. ADMINISTRATIVE OPERATIONS SUBCHAPTER 1. GENERAL PROVISIONS

777:1-1-1. Purpose

This Chapter contains rules and regulations of general applicability to the administrative operations, formal proceedings, and informal proceedings of the Statewide Virtual Charter School Board.

777:1-1-3. Authority, interpretation, and severability of rules

These rules are adopted pursuant to the provisions of the Oklahoma Charter Schools Act and the Administrative Procedures Act. Should a court of competent jurisdiction or the Attorney General of Oklahoma find any part of these rules to be inconsistent with the provisions of law as they presently exist or are hereafter amended, they shall be interpreted to comply with the statutes as they presently exist or are hereafter amended. The partial or total invalidity of any section of this Title shall not affect the valid sections.

777:1-1-4. Organization

(a) **Objectives.** As the sole entity authorized to sponsor statewide virtual charter school programs in this state in accordance with the provisions of the Oklahoma Charter Schools Act, the Statewide Virtual Charter School Board shall be charged with establishing any rules, policies, and procedures necessary to regulate operation of statewide virtual charter schools and to ensure that free appropriate public education and related services are provided to statewide virtual charter school students enrolled in statewide virtual charter schools in a manner that is safe, consistent, effective, and appropriate.

(b) **Staff.** Subject to the availability of funding, the Statewide Virtual Charter School Board may maintain such staff as is authorized by law and as necessary to fulfill the duties set forth by Oklahoma statutes and regulations.

(c) **Hours of operation.** The official hours of operation of the principal office of the Statewide Virtual Charter School Board shall be the same as the hours of operation of the State Department of Education, and shall exclude Saturdays, Sundays, and legal holidays.

777:1-1-5. Time computation

Any period of time prescribed by this Title shall be calculated in accordance with the following provisions:

- (1) The day of the act or event from which the designated period of time begins to run shall not be included.
- (2) The last day of the period so computed shall be included, unless:
 - (A) The last day falls on a Saturday, a Sunday, or a legal holiday as defined by the Oklahoma Statutes, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday as defined by the Oklahoma Statutes; or
 - (B) The last day falls on any other day when the administrative office of the Statewide Virtual Charter School Board does not remain open for public business until 4:30 p.m., in which event the period runs until the end of the next day when the receiving office does remain open for public business until 4:30 p.m.

777:1-1-6. Records requests

(a) **Custodian of records.** The Statewide Virtual Charter School Board may designate a records custodian. In absence of a records custodian designated by the Statewide Virtual Charter School Board, the records custodian of the Statewide Virtual Charter School Board shall be deemed to be the Statewide Virtual Charter School Board.

(b) **Procedure for records requests.** Any individual or group seeking access to public records



maintained by the Statewide Virtual Charter School Board (the "Requester") shall submit a request to the Statewide Virtual Charter School Board records custodian, by fax, email, regular mail or in person. In order to provide prompt, reasonable access to records, to ensure that records requests are accurately communicated to the records custodian, and to enable the records custodian to accurately process the request, the Statewide Virtual Charter School Board recommends that all records requests be submitted in writing. In addition, all records requests must comply with all of the following provisions:

- (1) All records requests must include:
 - (A) Identification of the individual and/or entity making the request;
 - (B) If the Requester is an entity rather than an individual, a name of a contact authorized to communicate with the records custodian on behalf of the Requester;
 - (C) Sufficient contact information at which the Requester may be contacted by the records custodian to comply with the records request procedures set forth in this Section;
 - (D) A description of the records requested with sufficient detail necessary to enable the records custodian to reasonably identify whether records responsive to the request exist;
 - (E) Whether the Requester seeks copies of any or all of the records requested and if so, whether the Requester seeks certified copies of any or all of the records requested; and
 - (F) If the Requester claims the public interest exemption from search fees in accordance with the provisions of (d) of this Section, all information necessary for the records custodian to determine the applicability of the exemption.
- (2) An Open Records Act request form is provided on the website of the Board or the OSDE and the form may be submitted by email, fax, or regular mail via the addresses stated on the form. The form may also be obtained by writing to the Statewide Virtual Charter School Board, at its principal office.
- (3) Requests submitted to the Statewide Virtual Charter School Board will not be deemed to have been received unless and until the request has been identified as a request properly filed in accordance with the provisions of the Oklahoma Open Records Act at 51 O.S. § 24A.1 et seq. and the procedures set forth in this Section.
- (4) Within a prompt and reasonable time of the date of receipt of the request, the records custodian shall review the request, seek any additional information from the Requester necessary to clarify the request, and shall ascertain whether any records responsive to the request exist.
- (5) In addition, the records custodian shall promptly notify the Requester of the following:
 - (A) Whether the request complies with the provisions of this Section and the provisions of the Open Records Act;
 - (B) Whether records responsive to the request exist, and if so, instruct the Requester to confirm the record custodian's interpretation of the request;
 - (C) If records responsive to the request exist and require an additional search of data necessary to identify and/or locate individual records of persons, whether the search will incur any fees and costs pursuant to (d) of this Section and if so, an estimate of search fees;
 - (D) If the Requester asks to be provided copies of the requested records in lieu of or in addition to inspection, an estimate of the costs of copying the records requested as necessary to deliver the responsive records to the Requester;
 - (E) That processing of the request will not begin until any applicable records search fees and costs of copying have been received by the agency; and
 - (F) In the event the actual costs of copying and/or certification of records exceed the estimate provided and the amount of payment actually received from the Requester, that payment of any balance due from the Requester may be required prior to delivery of the requested records.
- (6) All records requests will be deemed to have been received and processing of the request will begin when one of the following conditions is met:
 - (A) If payment of search fees or copying costs is required, upon receipt of
 - (i) The fees and costs due; and



- (ii) Receipt of any additional information necessary from the Requester to clarify and/or process the request; or
 - (B) If payment of search fees or copying costs is not required, upon receipt by the records custodian of:
 - (i) The Requester's confirmation of the request required by (5)(B) of this subsection; and
 - (ii) Receipt of any additional information necessary from the Requester to clarify and/or process the request.
 - (7) Any request not confirmed by receipt of the requisite search fee within thirty (30) calendar days of the written notification set forth in (5) of this subsection shall be deemed to be abandoned, unless, within the time stated, the Requester can show cause why the confirmation should be delayed or postponed.
 - (8) If the Requester fails to furnish additional information reasonably necessary to identify the records sought or otherwise enable agency personnel to accurately process the request, any further processing of the request may be suspended by the records custodian. A request that remains suspended for a period of forty-five (45) calendar days or more shall be deemed abandoned.
- (c) **Processing and response times.** The agency will provide prompt, reasonable access to records in accordance with the requirements of 51 O.S. § 25A.5. The period of time considered prompt and reasonable is dependent upon a number of variable factors including, but not limited to:
 - (1) The scope and complexity of the request;
 - (2) Whether the workload of the agency or agencies necessary to respond to the request permits a response to the request without excessive disruption of essential services of the agency/agencies;
 - (3) Whether the records request includes:
 - (A) A sufficiently detailed description of the request by the requester necessary for the agency to ascertain the existence of records responsive to the request;
 - (B) Records or portions of records deemed confidential by state and/or federal law which must be removed or redacted in order to permit inspection of the records.
 - (4) Whether the Requester has requested copies of the records requested in addition to or in lieu of inspection of the records and if so, whether the Requester paid applicable fees and/or costs set forth in (b)(5) and (d) of this Section;
 - (5) Whether additional steps by the agency must be taken in order to ensure that inspection, copying, and/or response to the records can be provided without jeopardizing the integrity and organization of the records; and
 - (6) Whether student data is included within the scope of its request, and if so:
 - (A) Time necessary to de-identify and/or aggregate student data in accordance with the requirements of State and federal laws pertaining to confidentiality of records; or
 - (B) Time necessary to obtain any necessary approval of the State Board of Education in accordance with the requirements of the Student Data Accessibility, Transparency and Accountability Act of 2013 at 70 O.S. § 3-168 and accompanying regulations.
- (d) **Fees for record searches and copies of records.** Fees and costs associated with record searches and providing copies of records shall be determined in accordance with the following procedures:
 - (1) **Fees to recover reasonable and direct costs of record searches.** Requests for individual records of persons that are either solely for commercial purposes or requests that cause an excessive disruption of the essential functions of the agency are subject to fees for recovery of the reasonable, direct costs of record searches. However, requesters shall be exempted from search fees when the release of the requested records is in the public interest, including, but not limited to, release of records in response to requests from:
 - (A) News media;
 - (B) Scholars;
 - (C) Authors; and



- (D) Taxpayers seeking to determine whether those entrusted with the affairs of the government are honestly, faithfully, and competently performing their duties as public servants.
- (2) **Fees to recover reasonable and direct costs of record copies.** Requests for records are subject to fees for recovery of the reasonable, direct costs of copying records and/or certification of each individual copy of a record.
- (A) For purposes of this paragraph, "copying" of a record may include costs of:
- (i) Mechanical reproduction of a paper ("hard copy") record; or
 - (ii) Conversion of a record into an electronic format (e.g., pdf).
- (B) In no instance shall the fees per page fee for copying and/or certification of individual copies of documents exceed the amount set forth in 51 O.S. § 25A.5(3).
- (C) The Board is authorized to periodically review and adjust the rates that will be charged for providing copies of records in accordance with the law. Those rates will include costs for record copies, document searches and transcript rates. The rates will be posted at principal office of the Statewide Virtual Charter School Board and filed with the county clerk as required by law.
- (D) All fees and/or costs shall be paid by the requester prior to delivery of the response to the request. All fees must be paid by check or money order. No cash will be accepted.

777:1-1-7. Procedures for declaratory rulings

(a) **Definitions.** The following words and terms, when used in this Section, shall have the following meaning:

- (1) **"Declaratory ruling"** shall mean an informal declaration as to the applicability of a rule or order in an individual case for the purpose of providing a petitioner with a definitive response to a question about an ambiguity in the law as necessary to allow a petitioner to ascertain legal obligations and comply accordingly.
- (b) **Petitions for declaratory ruling.** Any person affected by a rule adopted by the Statewide Virtual Charter School Board set forth in this Title or an order issued by the Board may petition for a declaratory ruling as to the applicability of a specific rule or order in a specified set of circumstances involving petitioner. Petitions for a declaratory ruling shall be submitted in accordance with the following procedures:
- (1) The petition must be in writing and submitted to the Statewide Virtual Charter School Board;
 - (2) The petition shall specifically identify the rule in question by citation to the Oklahoma Administrative Code;
 - (3) The petition shall pose the specific issue(s) to be answered by the Statewide Virtual Charter School Board;
 - (4) The petition shall state clearly and with specificity all factual and legal grounds in support of petitioner's interpretation of the rule or order and shall include:
 - (A) An allegation of all facts upon which the declaratory ruling is based; and
 - (B) Copies of all documentation cited by petitioner in support of petitioner's claim attached to the petition;
 - (5) The petition shall be signed by the petitioner or an authorized representative of the petitioner; and
 - (6) The petition shall state the name, address, telephone number, and email address of the petitioner or an authorized representative of petitioner at which all notices required by this Section shall be served.
- (c) **Review of a petition for declaratory ruling.** Upon receipt by the Board, the petition will be stamped to show the date of submission, and the Board shall promptly notify the petitioner,



the agency's legal counsel, and any other interested parties of the date of the board meeting at which the petition has been set for initial review by the Board. The date set for initial review shall be at least ten (10) calendar days from the date of receipt of the petition by the Board.

(d) **Initial review of petition.** Upon preliminary review of the petition, the Board may take one of the following actions:

- (1) The Board may consider the merits of the petition and issue a ruling at the meeting;
- (2) The Board may dismiss the petition on one or more of the following grounds:
 - (A) The petition was not filed in accordance with the requirements of this Section; or
 - (B) The request for a declaratory ruling stated in the petition is more appropriately handled through the agency rulemaking process in accordance with the provisions of the Administrative Procedures Act; or
- (3) The Board may order a hearing on the matter and specify a date at which petitioner, counsel for the agency and any other individuals or entities deemed interested parties by the Board may present oral argument on the issues raised in the petition. The Board shall prescribe the amount of time allotted for oral argument.

(e) **Declaratory ruling.** At the conclusion of the presentation of the matter, the Board may render a decision on the petition or continue the meeting for further deliberation at a later date. Upon rendering a decision, a written decision memorializing the Board's decision shall be issued and signed by the Chairman of the Board, and a copy of the decision shall be mailed to Petitioner via certified mail within ten (10) calendar days of the date the decision is rendered.

(f) **Judicial review.** A declaratory ruling or refusal to issue such ruling, shall be subject to judicial review in the manner provided for review of decisions in individual proceedings set forth in the Oklahoma Administrative Procedures Act at 75 O.S. §§ 317-323.

777:1-1-8. Petitions for adoption, amendment, or repeal of a rule

(a) **Definitions.** The following words and terms, when used in this Section, shall have the following meaning:

- (1) **"Rule"** shall have the meaning set forth in the Administrative Procedures Act at 75 O.S. § 250.3.
- (2) **"Rulemaking"** shall have the meaning set forth in the Administrative Procedures Act at 75 O.S. § 250.3.
- (3) **"Submission of a petition"** shall mean receipt of a petition by the Board in accordance with the requirements of (b) of this Section.

(b) **Petitions.** Any person may initiate an informal proceeding for the purpose of requesting the Board to promulgate, amend, or repeal a rule in this Title. An informal proceeding to request rulemaking in accordance with the provisions of this Section shall be initiated by filing a petition in accordance with all of the following requirements:

- (1) Petitions shall be submitted in writing and filed with the Statewide Virtual Charter School Board. The petition shall meet all of the following requirements:
 - (A) The petition shall state a description of the alleged necessity or basis for the requested change;
 - (B) The petition shall describe any potential conflicts with any existing statute or regulation that would result from the proposed rulemaking action requested;
 - (C) The petition shall include citations to all statutory provisions, if any, which provide authority for the Board to promulgate, amend, or repeal the rule;
 - (D) The petition shall be signed by the petitioner or an authorized representative



of the petitioner; and

(E) The petition shall state the name, address, telephone number, and email address of the petitioner or an authorized representative of petitioner.

(2) Upon receipt by the Board, the petition will be stamped to show the date of submission, and the Board shall review the petition for compliance with all of the provisions of this Section. If the petition complies with all provisions of (b) of this Section, the Board may set the petition for consideration by the Board at the next regular meeting of the Board, or at a subsequent meeting if the petition is not received until after the agenda for the next meeting has already been set.

(c) **Review and consideration of petitions.** Petitions for adoption, amendment, or repeal of a rule in accordance with the provisions of this Section shall be considered by the Board in accordance with the following provisions:

(1) If the Board approves further consideration of the proposed change, the decision shall be reflected in the meeting minutes of the Board. Within five (5) business days of the date of the meeting, written notification will be mailed to petitioner that such proposal will be formally considered for adoption, amendment, or repeal, provided that the process for rule adoption, amendment, or repeal shall be conducted in accordance with the requirements of the Administrative Procedures Act.

(2) In the event the Board determines that the proposal or request should not receive further consideration, the decision shall be reflected in the minutes of the Board. Within five (5) business days of the date of the meeting, written notification of the denial of the petition will be mailed to petitioner.

(3) In the event the Board fails to decide whether or not to take action on the petition within thirty (30) days of the date of submission of the petition, the petition shall be deemed to have been denied in accordance with the provisions of 75 O.S. § 305.

777:1-1-9. Individual proceedings

(a) **Definitions.** The following words and terms, when used in this subchapter, shall have the following meaning:

(1) "Board" shall mean the Statewide Virtual Charter School Board.

(2) "Individual proceeding" shall have the meaning set forth in the Administrative Procedures Act at 75 O.S. § 250.3.

(b) **Computation of time.** Any period of time prescribed pursuant to the provision of this rule shall be computed in accordance with the provisions of the Administrative Procedures Act at 70 O.S. § 250.8.

(c) **Petitions.** An individual proceeding shall be initiated by filing a petition with the Statewide Virtual Charter School Board. The petition shall meet all of the following requirements:

(1) The Petition must include:

(A) A statement of the legal authority and jurisdiction under which the petitioner seeks to initiate the proceeding and the hearing is to be held;

(B) A reference to each particular statute and/or rule involved;

(C) A short and plain statement of the allegations asserted; and

(D) A statement or description of the request for the relief petitioner seeks from the Board.

(2) The Petition must clearly identify the petitioner(s) and be signed by the petitioner or counsel for the petitioner.

(d) **Informal disposition.** Nothing in this Section shall prevent informal disposition of a petition from being made by stipulation, agreed settlement, consent order, or default, unless otherwise precluded by law. In the event of an informal disposition of a petition, written notice signed by each party or counsel representatives shall be delivered to the Statewide Virtual Charter School Board prior to the time of the



scheduled hearing.

(e) **Right to counsel.** All parties to an individual proceeding shall have the right to representation by legal counsel in accordance with the provisions of 75 O.S. § 310. The Board may be represented by its own counsel, or, if deemed necessary by the Chairperson of the Board, a request may be made of the Attorney General to provide counsel to the Board to rule on questions of admissibility of evidence, competency of witnesses, and any other questions of law. In the event that counsel is not requested from the Attorney General, the Chairperson of the Board or a hearing officer appointed by the Board will rule on the evidence, competency of the witnesses and other questions of law.

(f) **Entry of appearance.** All parties or attorneys representing parties in an individual proceeding shall file an entry of appearance. The entry of appearance shall constitute the address of record for the party at which all documents in the individual proceedings will be served. The entry of appearance shall meet all of the following requirements:

- (1) The case caption of the individual proceeding;
- (2) The name and signature of the party or parties entering an appearance in the individual proceeding; and
- (3) The mailing address, telephone, fax number and e-mail address of the party or parties entering an appearance in the individual proceeding or, if represented by counsel:
 - (A) The name and signature of the attorney or attorneys entering an appearance in the individual proceeding on behalf of the party or parties;
 - (B) The name of the law firm of the attorney(s), if any; and
 - (C) The Oklahoma Bar Association number of the attorney(s).

(g) **Motions.** All requests for action in an individual proceeding before the Board shall be made in the form of a motion. Motions shall be filed with the Board, and shall comply with all of the following requirements:

- (1) The motion must clearly and specifically state:
 - (A) The facts upon which the request is based;
 - (B) All legal grounds in support of the request; and
 - (C) The action or relief sought.
- (2) The motion must be signed by the movant or counsel for the movant;
- (3) The motion must include the name and contact information of record of the movant or counsel for the movant; and
- (4) The motion must be timely served upon all parties to the proceeding and shall include a certificate of service that complies with the provisions of (h)(3) of this Section.

(h) **Service.** Methods of service and proof of service of any notice, pleading, order, or other document required by this Section shall comply with the following provisions:

- (1) **Methods of service.** Service of any notice, pleading, or order required by this Section shall be made by one of the following methods:
 - (A) By personal delivery, served by a person licensed to make service of process in civil cases;
 - (B) By certified mail with delivery shown by return receipt. Service by certified mail shall be effective on the date of receipt or, if refused, on the date refusal by the Respondent. Acceptance or refusal by any officer of a business or an authorized agent for a business shall constitute acceptance or refusal by the party addressed;
 - (C) By publication if it is shown that service cannot be made by any other means despite the exercise of due diligence; or
 - (D) Any other method authorized by 12 O.S. § 2005(B).

(2) **Proof of service.** Proof of service of any petition to initiate an individual proceeding shall be filed with the Statewide Virtual Charter School Board. Acknowledgment in writing of the document by the recipient, or appearance by the recipient at a hearing without objection to service, shall be considered proof of service.

(3) **Certificates of service.** All documents filed with the Statewide Virtual Charter School Board in a pending individual proceeding and all documents requiring service in accordance with



the provisions of this Section shall include a Certificate of Service that meets all of the following requirements:

(A) The Certificate of Service shall state "I hereby certify that on this ____ day of _____, _____, a copy of the foregoing document was mailed, postage prepaid, to:" and shall identify the name and address of all parties to whom the document was served.

(B) The Certificate of Service shall be signed by the party or counsel for the party charged with service of the document.

(i) **Formal hearing procedures.** A hearing on a petition shall be conducted by the Chairman of the Board or the hearing officer in accordance with 75 O.S. § 310 and the following procedures:

(1) **Date of hearing.** When a petition is filed, the Board shall promptly set the petition for hearing. Notice of the hearing shall comply with the requirements of 75 O.S. § 309. At the hearing, the Board may choose to consider evidence and arguments in support of or in opposition to the petition, the Board may set the matter for further hearing.

(2) **Appointment of a hearing officer.** The Chairman of the Board shall preside over any hearing conducted in an individual proceeding in accordance with the provisions of this Section. Alternatively, the Board, at its discretion, may utilize a hearing officer to conduct the hearing. If utilized, the hearing officer shall be appointed by the Chairperson of the Board upon a vote of the majority of the members of the Board.

(3) **Continuances.** Any party to the proceeding may request a continuance of the scheduled hearing in accordance with the following provisions:

(A) A party may request to continue a hearing scheduled in an individual proceeding by filing a motion for continuance with the Board. The motion for continuance shall meet all of the following requirements:

(i) The motion shall comply with all of the requirements of (g) of this Section; and

(ii) The motion shall be filed at least five (5) business days prior to the scheduled hearing date, provided that this time requirement may be waived by the Board or hearing officer for good cause shown by the movant.

(B) The Board may continue a scheduled hearing by submitting written notification to all parties via certified mail, return receipt requested, or by electronic mail at least five (5) business days prior to the date of the scheduled hearing, provided that the time requirement may be waived by the Board or the hearing officer for good cause shown by the Board or counsel for the Board.

(C) If a motion for continuance is unopposed and the Board finds good cause for granting the motion, counsel for the Board shall prepare and sign a continuance order. The continuance order shall be filed with the Board and served in accordance with the requirements of (h) of this Section.

(D) If a motion for continuance is opposed, the non-moving party shall file a motion opposing the continuance stating all factual and legal grounds for denial of the motion. The Board or the hearing officer shall issue an order concerning the motion as soon as possible prior to the hearing. The order shall be filed with the Board, and copies of the order served in accordance with the provisions of (h) of this Section and by email if possible.

(4) **Discovery and subpoenas.** The Board or the hearing officer may require parties to an individual proceeding to attend discovery when necessary and appropriate for prompt adjudication of an individual proceeding conducted in accordance with the provisions of this Section. Discovery shall be conducted in accordance with 75 O.S. § 315 and the following provisions:

(A) **Depositions.** The parties, upon notice may take depositions of witnesses in the same manner prescribed for depositions in civil actions in the district courts of the State of Oklahoma. The depositions may be admitted into evidence by the Board or the hearing officer in the same manner as other evidence. Costs of depositions shall be borne by the



deposing party.

(B) **Subpoenas.** Subpoenas for the attendance of a witness or for production of evidence may be issued in accordance with the following provisions:

(i) **Issuance of a subpoena.** The Chairman of the Board or the hearing examiner may direct the Board to issue a subpoena upon the motion of a party. The signature of the Executive Director shall be sufficient authentication for issuance of any subpoena. A motion for issuance of a subpoena shall comply with the provisions of (h) of this Section and shall be filed with sufficient time to permit service of the subpoena at least five (5) business days prior to the hearing at which the attendance of the witness or ten (10) business days prior to the date production of records is required.

(ii) **Service of a subpoena.** Subpoenas shall be served in any manner prescribed for service of a subpoena in a civil action in the district courts of the State of Oklahoma.

(iii) **Objections to and compliance with subpoenas.** Any party to the proceeding may move to quash a subpoena or subpoenas duces tecum issued in accordance with the provisions of this Section, provided that, prior to quashing a subpoena or subpoenas duces tecum the agency shall give notice to all parties. A subpoena or subpoenas duces tecum may not be quashed if any party objects.

(iv) **Enforcement of subpoenas.** Upon the failure of any person to obey a subpoena, or upon the refusal of any witness to be sworn or make an affirmation or to answer a question put to her or him in the course of any individual proceeding, the Board shall consider the issue of enforcement of the subpoena as soon as convenient. By resolution, the Board may direct initiation of appropriate judicial proceedings necessary to enforce the subpoena. Meanwhile, the hearing or other matters shall proceed, so far as is possible, but the Board or the hearing officer, at its discretion at any time may order a stay or continuance of the proceedings for such time as may be necessary to secure a final ruling in the compliance proceedings.

(v) **Costs of issuance and service of subpoenas.** The costs covering the issuance and service of subpoenas and all witness fees incurred on behalf of a party to the proceedings, other than the Board, shall be borne by the party on whose behalf they are incurred, provided that the Board in its final order may tax such costs to another party if justice so requires.

(j) **Disqualification of a Board member or hearing officer.** A Board member or hearing officer shall withdraw from any individual proceeding in which he or she cannot accord a fair and impartial hearing or consideration. Any party may request the disqualification on the ground of his or her inability to give a fair and impartial hearing by filing an affidavit promptly upon discovery of the alleged disqualification, stating with particularity the grounds upon which it is claimed that a fair and impartial hearing cannot be accorded. The issue shall be determined promptly by the Board, or if it affects a member of the Board, by the remaining members thereof, if a quorum. Upon the entry of an order of disqualification affecting a hearing officer, the Board shall either assign a replacement hearing officer, or conduct the hearing itself. Upon the entry of an order of disqualification affecting a Board member, the Governor immediately shall appoint a member pro tempore to sit in place of the disqualified member in that proceeding.

(k) **Presentation and consideration of evidence.** Presentation and consideration of evidence shall be conducted in accordance with the following procedures:

(1) **Witness and exhibit lists.** The parties to the hearing shall exchange witness and exhibit lists no later than five (5) business days prior to the hearing.

(2) **Admissibility and consideration of evidence.** The Board or hearing examiner may determine the order in which evidence shall be received and presented. Admission and consideration of evidence in an individual proceeding conducted in accordance with the provisions of this Section shall be conducted in accordance with the Administrative Procedures



Act at 75 O.S. §§ 309 through 326 and the following provisions:

- (A) **Official notice.** The Board or hearing officer may take notice of judicially cognizable facts or of generally recognized technical or scientific facts within the specialized knowledge of the Statewide Virtual Charter School Board. The Board or hearing officer shall give notice to all parties, prior to, or at the hearing, of any facts of which it proposes to take official notice. Any party or her/his attorney may request that official notice be taken of any fact qualified for such notice by the statutes of this state. If such official notice is taken, it shall be stated in the record, and all parties shall have opportunity to contest and give evidence in rebuttal or derogation of the official notice.
- (B) **Exclusion of witnesses.** A party may request the exclusion of witnesses to the extent and for the purposes stated in 12 O.S. § 2615. Exclusion of a witness shall not be considered a violation of the Oklahoma Open Meeting Act.
- (C) **Testimony of witnesses.** All testimony of witnesses presented by parties shall be made under oath or affirmation. A party may conduct cross-examination of witnesses called by other parties. Witnesses may also be questioned by the Board or the hearing officer.
- (D) **Objections to evidence.** Objections to evidence may be made and shall be included in the record of the proceedings.
- (E) **Documentary evidence and authentication.** Documentary evidence may be received in the form of copies or excerpts. Parties may challenge the authenticity of any copies. Any part of the evidence may be received in written form, when a hearing will be expedited and the interests of the parties will not be prejudiced.
- (l) **Order of procedure.** The order of procedure at the hearing shall be as follows:
 - (1) Opening statements by legal counsel of both parties;
 - (2) Presentation of evidence by both parties followed by cross-examination of witnesses, and questions by State Board members or the hearing officer;
 - (3) Closing arguments by legal counsel of both parties; and
 - (4) Submission of case to the Board or the hearing officer for decision.
- (m) **Dismissal of an action.** Upon a hearing, if the petitioner fails to show a prima facie case for lack of sufficient evidence, the Board may dismiss the petition upon grounds of failure to prove sufficient facts in support of the petition or upon the recommendation of the hearing examiner on the same grounds.
- (n) **Deliberations and decisions.** Deliberations by the Board or the hearing officer in an individual proceeding may be held in executive session pursuant to the provisions of the Open Meeting Act set forth at 25 O.S. § 307.
- (o) **Decision.** Decisions shall be issued in accordance with the following procedures:
 - (1) After hearing all evidence, and all witnesses, the Board or, if applicable, the hearing officer, shall render a decision on the petition.
 - (2) The decision shall be announced at the conclusion of the hearing and notification of that decision shall be by certified or registered mail, restricted delivery with return receipt requested to the petitioner.
 - (3) If the petitioner fails to appear at the scheduled hearing without prior notification within the time frame to request a stay or continuance set forth in (i) of this Section and without a demonstration of good cause, or fails to prove the allegations by clear and convincing evidence, the petition shall be dismissed.
- (p) **Findings of fact and conclusions of law.** After the decision is announced, but before issuance of the final order, if the Board has not heard the case or read the record of the individual proceeding, the Board or hearing officer shall provide the parties with an opportunity to prepare and submit proposed findings of fact and conclusions of law in accordance with the provisions of 75 O.S. § 311. After the parties have been given notice and an opportunity to file exceptions, present briefs and oral arguments to the proposed findings of fact and conclusions of law, the Board may take action to accept, reject, or modify the proposed Findings and Conclusions of the hearing officer. The Board shall render findings of fact and conclusions of law. All findings of fact made by the Board shall be based exclusively on the



evidence presented during the course of the hearing or previously filed briefs, (made a part of the record), of the testimony of witnesses taken under oath.

(q) **Final order.** As the final determination of the matter, the final order shall constitute the final agency order and shall comply with the requirements set forth at 75 O.S. § 312. If no motion for rehearing, reopening or reconsideration of the order is filed in accordance with (t) of this Section, the final agency order shall represent exhaustion of all administrative remedies. All final orders in an individual proceeding shall be in writing and made a part of the record. Final orders are to be issued and signed by the Chairperson of the Board or the hearing officer for transmission to the parties by the Board. Within five (5) business days of the date of issuance of the final order, parties shall be notified of a final order either personally or by certified mail, return receipt requested. Upon request, a copy of the order shall be delivered or mailed to each party and the party's attorney of record, if any.

(r) **Communication with parties.** Unless required for the disposition of ex parte matters authorized by law, the Chairperson and the members of the Board, the hearing officer, or the employees or the agents of the Board shall not communicate, directly or indirectly, in connection with any issue of fact, with any person or party, nor, in connection with any issue of law, with any party or his or her representative except upon notice and opportunity for all parties to participate. The Chairperson and members of the Board or their employees may communicate with one another and have the aid and advice of one or more personal assistants. Advice may also be secured from the Attorney General's office.

(s) **Record of hearing.** The record of the hearing shall be set forth in such form and detail as the Chairperson or the Board may direct.

(1) In accordance with the requirements of 75 O.S. § 309, the record shall include:

- (A) All pleadings, motions, and intermediate rulings;
- (B) Evidence received or considered during the individual proceeding;
- (C) A statement of matters officially noticed;
- (D) Questions and offers of proof, objections, and rulings thereon;
- (E) Proposed findings and exceptions;
- (F) Any decision, opinion, or report by the Board or a hearing officer presiding at the hearing; and
- (G) All other evidence or data submitted to the Board or hearing officer in connection with their consideration of the case.

(2) The Board shall ensure that all proceedings, except for executive sessions, are electronically recorded. The recording shall be made and maintained in accordance with the requirements of 75 O.S. § 309, and a copy shall be provided to any party to the proceeding upon request. The Board may, but is not required to direct the recording of a proceeding to be fully transcribed and have a copy of the transcript placed on file in the Board's office. Parties to the proceeding may have the proceedings transcribed by a court reporter at their own expense.

(t) **Rehearing, reopening or reconsideration of an order.** The ruling shall become final unless, within ten (10) calendar days of entry of the order of declaratory ruling, the petitioner files a written request for a reconsideration of the petition with the Board stating all grounds upon which the petitioner seeks reconsideration of the Board's ruling. A petition for rehearing, reopening, or reconsideration of an agency order issued pursuant to the provisions of this Section shall comply with the following procedures:

(1) A petition for rehearing, reopening or reconsideration of a final order must be filed with the Board within ten (10) days from the entry of the order. It must be signed by the party or his or her attorney, and must set forth with particularity the statutory grounds upon which it is based. However, a petition based upon fraud practiced by the prevailing party or upon procurement of the orders by perjured testimony or fictitious evidence may be filed at any time. All petitions for rehearing, reopening, or reconsideration will be considered and ruled upon as soon as the convenient conduct of the Board's business will permit.

(2) A petition for a rehearing, reopening, or reconsideration shall set forth the grounds for the request. The grounds for such a petition shall be either:

- (A) Newly discovered or newly available evidence, relevant to the issues;
- (B) Need for additional evidence adequately to develop the facts essential to proper



decision;

(C) Probable error committed by the Agency in the proceeding or in its decision such as would be grounds for reversal on judicial review of the order;

(D) Need for further consideration of the issues and the evidence in the public interest;
or

(E) A showing that issues not previously considered ought to be examined in order to properly dispose of the matter. The grounds justifying the rehearing shall be set forth by the Statewide Virtual Charter School Board which grants the order, or in the petition of the individual making the request for the hearing.

(3) It is the burden of the party requesting a rehearing to notify the opposing party of the appeal.

(4) Upon receipt of a written request for reconsideration in accordance with this subsection, the request shall be set on the agenda for consideration by the Statewide Virtual Charter School Board at the next available regular meeting or at a subsequent regular or special meeting.

Rehearing, reopening, or reconsideration of the matter may be heard by the Statewide Virtual Charter School Board or may be referred to a hearing officer. The hearing must be confined to those grounds on which the recourse was granted.

(u) **Judicial review.** Any person or party aggrieved or adversely affected by a final order in an individual proceeding, after the exhaustion of administrative remedies, is entitled to certain judicial review in accordance with the provisions of the Oklahoma Administrative Procedures Act, and the procedures set forth therein shall govern appeals.



CHAPTER 10. STATEWIDE VIRTUAL CHARTER SCHOOLS SUBCHAPTER 1. GENERAL PROVISIONS

777:10-1-2. Definitions

The following words and terms, when used in this Chapter, shall have the following meaning, unless the context clearly indicates otherwise:

"Charter school site" or "school site" or "statewide virtual charter school site" means the physical location of any facility or structure, other than the legal residence of a student or the parent/legal guardian of a student, for use by a statewide virtual charter school to provide face-to-face or virtual instruction to students enrolled in the statewide virtual charter school.

"Face-to-face instruction" means any in-person tutoring, educational instruction, or any other activity provided by the statewide virtual charter school to an enrolled student for which the student's physical presence and/or participation is used by the charter school to earn credit for a virtual course, meet the instructional requirements of 70 O.S. § 1-111 and/or counted toward the student's compulsory attendance requirements set forth at Art. 13, § 4 of the Oklahoma Constitution, 70 O.S. § 10-105, and/or accompanying regulations of the State Department of Education relating to student attendance.

"Statewide virtual charter school" means any charter school sponsored by the Statewide Virtual Charter School Board in accordance with the requirements of the Oklahoma Charter Schools Act for the purpose of providing full-time virtual public school courses of instruction for Pre-K through twelfth (12th) grade students whose legal residence is located within the State of Oklahoma.

"SVCSB" means the Statewide Virtual Charter School Board.

"OCAS" means the Oklahoma Cost Accounting System.

777:10-1-3. School establishment requirements

By July 1 of the first year of operation, the school shall have in place the following:

- (1) Purchased and implemented a state-approved school finance system; Every approved statewide virtual charter school must utilize a state-approved school finance system aligned with the Oklahoma Cost Accounting System (OCAS). The school must notify the Statewide Virtual Charter School Board of the name of the system being utilized by July 1 prior to the start of school.
- (2) Purchased and implemented a state-approved student information system; Every approved statewide virtual charter school must utilize a state-approved student information system. The school must notify the Statewide Virtual Charter School Board of the name of the system being utilized by July 1 prior to the start of school.
- (3) Secured connectivity to state reporting systems; Every approved statewide virtual charter school must verify connections to state-reporting systems. The school must notify the Statewide Virtual Charter School Board of the name of the system being utilized by July 1 prior to the start of school.
- (4) Secured and occupy a public school administration facility. Every approved statewide virtual charter school must have a public site that allows the public to have access to the main office of the school. The school must notify the State Virtual Charter School Board of the location, address, contact information of the facility by July 1 prior to the start of the school, and during the year if the location of the site changes. Notification to the Statewide Virtual Charter School Board shall be through the online information gathering system set forth in 777:10-3-4.



SUBCHAPTER 3. STATEWIDE VIRTUAL CHARTER SCHOOL SPONSORSHIP

777:10-3-1. Purpose

The rules in this subchapter set forth procedures for authorization and sponsorship of statewide virtual charter schools and requirements for contracts for sponsorship of statewide virtual charter schools, including procedures for renewal and termination of contracts for sponsorship of statewide virtual charter schools.

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 timeline for the application cycle for the following school year 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 full application for statewide virtual charter school sponsorship in January, eighteen (18) months prior to the first year of proposed operation;
- (3) Public presentation of application/proposal for sponsorship at the next regularly scheduled Statewide Virtual Charter School Board meeting;
- (4) Review of application and recommendation by a team of experts in education;
- (5) Statewide Virtual Charter School Board decision on application for sponsorship at a subsequent Board meeting;
- (6) Submission of an amended application within thirty (30) days of receipt of notification of rejection;
- (7) Board decision on amended application, if applicable, within thirty (30) days of receipt of amended application; and
- (8) 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 pertaining to health, safety, civil rights and insurance and financial reporting and auditing requirements;
 - (vi) Assumption of liability by the charter school; and
 - (vii) Employment rights and personnel policies of the school required to be included in employee contracts pursuant to 70 O.S. § 3-135(B);
- (B) Duties and responsibilities of the charter school governing body;



- (C) Student grade placement, promotion, retention, and graduation requirements;
 - (D) Use and maintenance of charter school property and facilities, including:
 - (i) Virtual provider technology, course delivery and technical support;
 - (ii) Facility safety and emergency and crisis management;
 - (iii) School calendar, sample daily schedule as applicable to online learning at proposed school, school instructional hours, school holidays, dismissals and closures, attendance requirements; and
 - (E) Any other topics deemed necessary by the Statewide Virtual Charter School Board to assess the applicant's capability to administer and operate the charter school in compliance with all applicable provisions of federal and state laws and regulations to which charter schools are required to comply.
- (2) Each applicant shall:
- (A) Articulate the vision and purpose of the school.
 - (B) Articulate the mission of the school, specifying how the school will embrace and accomplish its vision and purpose.
 - (C) Describe the elements of the school program that align with and support the school's mission.
 - (D) Describe how the school will ensure education access and equity for all eligible students.
 - (E) Describe how the governing body and governing documents ensure that a functioning organization with competent governance will be sustained, including:
 - (i) lines of authority;
 - (ii) leadership roles and responsibilities;
 - (iii) governing by-laws;
 - (iv) meeting schedules for governing body;
 - (v) a list of advisory bodies;
 - (vi) external organizations applicable to school management;
 - (vii) make-up of governing body, including proof of Oklahoma residency for a majority of Board members.
 - (viii) start up plan;
 - (ix) recruitment, hiring and personnel policies, professional and staff development and training, technology capacity, system accessibility, student records and data management, student recruitment policies and procedures, admission and enrollment policies and procedures (including minimum and maximum enrollment for each contract year and proposed school calendar and sample daily schedule), promotion and graduation policies and procedures, attendance policies and procedures, student conduct and discipline plan, school safety and emergency response plan, parent and family education and engagement plan;
 - (x) school effectiveness measurement criteria; and
 - (xi) location and description of school facilities.
 - (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;
 - (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;
 - (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;
- (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 ten (10) copies, as well as an electronic version 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 point.

(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;
- (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 school.

(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 numbers.

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

(F) The application shall include signed and notarized 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 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 vision and mission statements 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);
 - (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.
 - (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, as well as an electronic version 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 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.
- (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) Current enrollment;
 - (vii) Grade span;
 - (viii) Most recent accountability report information from the State of Oklahoma;
 - (ix) Attendance rate;
 - (x) Graduation rate;
 - (xi) Recurrent enrollment;
 - (xii) Dropout rate;
 - (xiii) Percentage of at-risk students enrolled; and
 - (xiv) Any other information the school deems necessary to include.
- (3) **Information in renewal request.**
- (A) 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 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 hearing, the Board shall schedule a 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) **Hearing on termination.** In the event that a hearing is requested pursuant to the provisions of (2)(C) of this subsection, the Board shall promptly schedule a 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 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 American College Testing (ACT) participation rate is equal to or greater than the most recent 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 score-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.
- (Y) Is the school's college remediation rate equal to or less than the state remediation rate? The three-year average remediation rate of high school graduating classes indicates the school's college remediation rate is equal to or less than the state remediation rate.
- (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 the accountability indicators listed. 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 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) Current governing board rosters, including personal contact information;
- (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 (if applicable);
- (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;
- (JJ) Supplemental Estimate of Needs (if applicable);
- (KK) Litigation documents;
- (LL) State accountability report;



- (MM) School organizational chart;
- (NN) Comprehensive Exit Report;
- (OO) Current by-laws;
- (PP) Final Employee Compensation Report;
- (QQ) College remediation data
- (RR) Revenue and Expenditure Report

(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 as submitted to the Oklahoma County Clerk;
- (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), in compliance with Oklahoma statute.

(e) **School orientation.** Each statewide virtual charter school shall develop a student orientation that must be completed by each student prior to final enrollment in the school. The school shall maintain a record of completion of orientation by each student. The orientation shall contain, at a minimum, the following components:

- (1) Enrollment requirements;
- (2) Daily schedule and work expectations;
- (3) School policies, manuals, resources for the student and family;
- (4) Communication streams (website, school and teacher connection, school administration and governing board contact);
- (5) Academic expectations;
- (6) Assessment requirements;
- (7) Social expectations;
- (8) Technology management;
- (9) Academic program management;
- (10) Student support programs and services; and
- (11) Programs specific to the school.

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.

SUBCHAPTER 5. STATEWIDE VIRTUAL CHARTER SCHOOL FACILITIES



777:10-5-3. Statewide virtual charter school sites

(a) **Face-to-face instruction.** No statewide virtual charter school or employee of the statewide virtual charter school shall provide face-to-face instruction to any charter school student unless the instruction occurs at either:

- (1) The legal residence of a student or the parent/legal guardian of a student; or
- (2) A facility approved as a charter school site of the statewide virtual charter school in which the student is enrolled.

(b) **Approval of statewide virtual charter school sites.** The Board may approve a charter school site if the following conditions have been met:

- (1) The statewide virtual charter school submits an application at least sixty (60) days prior to beginning face-to-face instruction at the facility;
- (2) The facility complies with all federal and state statutes and regulations governing safety that are applicable to public school facilities; and
- (3) The facility has been approved by the State Department of Education Office of Accreditation.

(c) **Reporting of approved statewide virtual charter school sites.** No later than July 1 prior to each school year, each statewide virtual charter school shall provide the State Department of Education with a list of all approved statewide virtual charter school sites. A statewide virtual charter school shall not be eligible to obtain funding for instruction provided at any statewide virtual charter school site not approved and reported in accordance with the provisions of this Section and all other applicable statutes and regulations pertaining to charter school facilities.

(d) **Transportation supplement funding.** A statewide virtual charter school shall not be eligible to receive transportation supplement funding for transportation to a statewide virtual charter school site in accordance with the provisions of 70 O.S. § 3-141 for any school year without a written transportation plan approved by the Statewide Virtual Charter School Board. The statewide virtual charter school shall submit its approved transportation plan to the State Department of Education Office of State Aid no later than July 1 prior to the school year for which the transportation plan has been approved.



777:15-1-1. Purpose

The Statewide Virtual Charter School Board (SVCSB) makes publicly available a list of supplemental online courses which it has reviewed and certified to ensure that the courses are high quality options and are aligned with the subject matter standards approved by the State of Oklahoma. In conjunction with the Office of Management and Enterprise Services (OMES), the SVCSB negotiates with online course providers to offer a state rate price to school districts for supplemental online courses. These rules have been adopted for the purpose of implementing policy and procedures pursuant to Oklahoma Statute Title 70, Section 3-145.3.

777:15-1-2. Definitions

The following words and terms, when used in this Chapter, shall have the following meaning, unless the context clearly indicates otherwise:

"Course provider" means an entity that meets eligibility requirements and provides an online course to Oklahoma school districts.

"Course review" means the process conducted by content and pedagogical experts to ensure courses recommended for certification by the SVCSB meet the established standards.

"Oklahoma Online Course Catalog" means a publicly available listing of courses certified (or pending review) by the SVCSB available through approved Course Providers.

"Online course" means an educational course in which instruction and content are delivered primarily over the Internet. A student and teacher are in different locations for a majority of the student's instructional period, most instructional activities take place in an online environment, the online instructional activities are integral to the academic program, consistent communication between a student and a teacher and among students is emphasized, and a student is not required to be located on the physical premises of a public school district. An online course is the equivalent of what would typically be taught in one semester.

"Receiver district" means an Oklahoma public school district that has students enrolled in the district who take one or more online courses.

777:15-1-3. Application for course certification

(a) To have a course(s) listed in the Oklahoma Online Course Catalog, Course Providers must first be approved as vendors through the Oklahoma Management and Enterprise System (OMES). Potential vendors must respond to the Request for Proposals (RFP) released by the SVCSB through OMES and provide all required documentation according to the deadline listed in the RFP solicitation.

(b) Once the solicitation period has closed, all submitted materials will be reviewed for compliance by the SVCSB and OMES. Entities meeting the minimum criteria established in the RFP will be approved as vendors for the State of Oklahoma.

777:15-1-4. Pricing

Each course offered through the Oklahoma Online Course Catalog must be offered at a price that does not exceed the lowest price at which the course is offered for use or sale to any state, public school, or school district in the United States. The price of any course or item or service for the course must automatically be reduced to the extent that, and at the same time as, the price is reduced or offered for a lesser fee elsewhere in the United States. A course or item or service for the course must be provided free of charge or at a price discount to the same extent that it is provided to any state, public school, or school district anywhere in the United States.

777:15-1-5. Course review requirements

(a) Online Course Providers must supply the following at the time of course review:

(1) The name of the institution or organization providing the online content;

(2) Course title and subject code (using appropriate course title and subject code as established



by the Oklahoma State Department of Education's approved Subject Codes for the appropriate academic year);

- (3) Number of students who may be admitted to the course per instructor;
- (4) Explanation of the alignment between Oklahoma content standards and course content and assignments;
- (5) Protocols established to monitor student engagement and course progression, including guidelines to address non-responsive students;
- (6) Description of procedures for reporting students' course progression, grade and other student information to the local school district;
- (7) Instructor credentials and qualifications;
- (8) Recognition of course by external entity (e.g., NCAA, College Board Authorized, AdvancED certification); and
- (9) Course syllabus that includes:
 - (A) course title;
 - (B) course description;
 - (C) course credits;
 - (D) objectives that clearly state, in measureable terms, what the students will know or be able to do at the end of the course;
 - (E) assignments/assessments;
 - (F) instructional strategies and student expectations, including any synchronous attendance requirements;
 - (G) time requirements;
 - (H) grading policy;
 - (I) contact policies for communication between teacher and students and teacher and parents;
 - (J) resources and materials required;
 - (K) technology requirements, including the Learning Management System (LMS) utilized;
 - (L) accommodation and accessibility statement; and
 - (M) course outline (i.e. list of units/modules in sequential order).

(b) At the time of the course review, guest access to the course will be required for the reviewers. If substantive changes are made to a course since its last certification, it must be submitted for review regardless of its current status in the review cycle. Substantive changes would include altering the intended course outcomes, significantly changing instructional strategies or assessment protocols used in the course as a whole, or any revision that impacts standards alignment. Only courses certified (or pending review) by the Statewide Virtual Charter School Board will be accepted into the Oklahoma Online Course Catalog.

(c) Course Providers of Advanced Placement (AP) courses must provide the results of their College Board AP Course Audit and Authorization. No other course evaluation will be conducted for AP Courses. If a course is authorized by the College Board as an AP course, it is automatically listed as "state-certified" in the Oklahoma Online Course Catalog. Online Providers must provide evidence annually of AP Authorization Renewal.

777:15-1-6. Course review and certification process

(a) All approved vendors will have the online courses they submitted as part of the RFP published on the OSOCP website and reviewed according to the schedule adopted by the SVCSB.

(b) Course reviews will be conducted by content experts and pedagogical experts selected by the SVCSB. Courses will be evaluated using rubrics to determine alignment with the current academic standards approved by the State of Oklahoma (or nationally/ internationally accepted content standards set for courses whose content is not included in state standards) and the International Association for K-12 Online Learning (iNACOL) National Standards for Quality Online Courses. The rubric published in the most current National Standards for Quality Online Courses will be used as part of the Course



Review, along with a rubric to measure the presence of each of the academic standards for the content area. Online Course Providers of Advanced Placement (AP) courses must provide the results of the AP Course Audit and Authorization. No other course evaluation will be conducted for AP Courses. Online Providers must provide evidence annually of AP Authorization Renewal.

(c) If results of the initial review suggest that a course will not be recommended for certification, the Course Provider will be contacted with the review results and will have fifteen (15) calendar days to revise material or provide additional information pertinent to the review. These revisions will be examined by the course reviewers and, if appropriate, the rubric scores will be modified. Once the course review is complete, results of the evaluation will be presented to the Statewide Virtual Charter School Board (SVCSB). The SVCSB will consider the evidence and vote whether to certify or not certify the course. The decision will be made on a simple majority vote. If the SVCSB votes to not certify a course, the course will be removed from the Oklahoma Online Course Catalog and the Course Provider will be notified of the reasons the course was not certified. The Course Provider may revise the course and resubmit for additional Course Review and certification consideration. Resubmitted courses will be reviewed after all submitted courses have undergone an initial review. Courses approved will be certified for a five-year period. After which, Course Providers must apply for renewal. Certified courses will be identified as such and have their course review ratings published in the Oklahoma Online Course Catalog available on the OSOCP website. Courses pending review will be identified as such and have the date of their scheduled review published in the Oklahoma Online Course Catalog.

777:15-1-7. Certified courses remaining in good standing

(a) To remain in good standing and have a course(s) continuously listed in the Oklahoma Online Course Catalog through the entirety of the approval period, Course Providers agree to:

- (1) Maintain their vendor status.
- (2) Notify the SVCSB of any additions, deletions or changes to certified courses by completing the online form located on the OSOCP website.
- (3) Serve all enrolled students, regardless of number enrolled in a section so that Receiver Districts have reliable course options for students.
- (4) Provide online instructors who are 1) certified in Oklahoma or another state to teach in the content area of the course offered; or 2) a faculty member at an accredited institution of higher education, possessing the specific content expertise necessary to teach the course. Additionally, the Course Provider shall supply certification or applicable credentialing documentation to the SVCSB as part of the course review process and within ten (10) working days upon the hire of any new instructors for any certified course. The Course Provider shall be responsible for such obligation regardless of whether instructors are employees of the Course Provider, independent contractors, or employees of a third-party course vendor. Course Providers shall take all steps necessary to verify the qualifications of non-employee instructors.
- (5) Notify SVCSB in writing within ten (10) working days if for any reason an online instructor no longer meets the requirements to teach a course offered. The name and credentials of the replacement instructor must also be provided at that time.
- (6) Refer only to courses currently certified and listed in the Oklahoma Online Course Catalog as "Statewide Virtual Charter School Board approved."
- (7) Own, secure, and/or maintain licensure and copyright for all courses offered in the Oklahoma Online Course Catalog.
- (8) Maintain a current course syllabus including key information such as examinations requiring proctoring and other supporting information (see syllabus requirements in Course Review Requirements).
- (9) Course Providers of Advanced Placement (AP) courses must provide evidence annually of AP Authorization Renewal.
- (10) Refrain from significantly modifying or changing courses without prior notice and approval from the SVCSB. Course Providers shall provide written notice of any planned modification in sufficient detail for SVCSB Course Reviewers to determine whether the course



continues to satisfy all requirements. Failure to obtain written approval may result in removal of the course from the approved catalog.

(11) Ensure that each certified course is maintained throughout the duration that the course is offered and continues to meet the current academic standards approved by the State of Oklahoma; the International Association for K-12 Online Learning (iNACOL) National Standards for Quality Online Courses; and Oklahoma's Information Technology Accessibility Standards.

(12) Employ the appropriate course title and subject code as established by the Oklahoma State Department of Education's approved Subject Codes for the appropriate academic year for the purpose of data collection.

(13) Report aggregate student success data to the SVCSB in the requested format and by the timeline set. The SVCSB does not collect individual student information. By August 1 of each year, the Course Provider will report the following aggregate student success data to the SVCSB:

- (A) Total number of unique Oklahoma students;
- (B) Total number of courses taken by Oklahoma students;
- (C) Number of students in each course (both overall number and Oklahoma students);
and
- (D) Successful completion rate (number and percent) of each course (i.e. X#/60% of students enrolled in X successfully completed the course). Include both overall rates and Oklahoma-specific rates.

(b) Course providers will be notified if a course(s) is found to be noncompliant and will have fifteen (15) business days after notification to bring the course(s) into compliance. If the course(s) is still noncompliant at the end of this period, the course certification will be revoked and the course will be removed from the Oklahoma Online Course Catalog.

777:15-1-8. Process for course certification renewal

Courses that remain in good standing are certified for a period of five years. Course Providers may apply for renewal of their course certification six months prior to the completion of the course approval period. Course Providers will notify the SVCSB of their intent to apply for renewal by submitting all documents listed in the Course Review Requirements. Course Providers who have maintained their "good standing" status throughout the course approval period will have their courses reviewed and considered for certification following a similar procedure as their initial Course Review and Certification Process. Aggregate student success data will be considered in renewal decisions. Additionally, the SVCSB may survey districts to collect satisfaction data and those data may also be considered in renewal decisions. Course Providers who have not maintained a "good standing" status must provide documentation explaining the lapse in "good standing" status and the protocols that are in place to prevent such a lapse in the future.

777:15-1-9. SVCSB responsibilities

The SVCSB shall:

- (1) Ensure that all courses listed in the Oklahoma Online Course Catalog are reviewed according to the stated requirements.
- (2) Notify the Course Providers of changes in current academic standards approved by the State of Oklahoma; the International Association for K-12 Online Learning (iNACOL) National Standards for Quality Online Courses; and Oklahoma's Information Technology Accessibility Standards, or other standards that prompt the need for course revisions. Such notification is a courtesy and does not negate the responsibility of the Course Providers to maintain currency with regard to these standards.
- (3) Maintain accurate information in the Oklahoma Online Course Catalog.

