

In the Supreme Court of the United States

OKLAHOMA STATEWIDE CHARTER SCHOOL BOARD;
ROBERT FRANKLIN, CHAIRMAN OF THE OKLAHOMA STATEWIDE
VIRTUAL CHARTER SCHOOL BOARD FOR THE
FIRST CONGRESSIONAL DISTRICT, ET AL,

Petitioners,

v.

GENTNER DRUMMOND, ATTORNEY GENERAL FOR THE
STATE OF OKLAHOMA, *EX. REL.* STATE OF OKLAHOMA,

Respondent.

**On Petition for a Writ of Certiorari to
the Oklahoma Supreme Court**

BRIEF IN OPPOSITION

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QUESTIONS PRESENTED

The Oklahoma Constitution requires the State to “establish[] and maint[ain] . . . a system of public schools, which shall be open to all the children of the state and free from sectarian control” OKLA. CONST. art. I, § 5. The Oklahoma Constitution also demands that “[n]o public money . . . shall ever be appropriated . . . or used, directly or indirectly, for the use, benefit, or support of any sect, church, denomination, or system of religion . . . or sectarian institution” OKLA. CONST. art. II, § 5. Consistent with these constitutional mandates, the Oklahoma Legislature established a type of “public school[] established by contract” called a “charter school.” OKLA. STAT. tit. 70, § 3-132.2(C)(1).

The Oklahoma Charter School Board (the “Board”) established a public charter school that “fully incorporate[s] Catholic teachings into every aspect of the school, including its curriculum and co-curricular activities.” Pet.App.26a. Thus, the questions presented are:

1. Where the Oklahoma Supreme Court found that the contract establishing Intervenor St. Isidore of Seville Virtual Charter School violates two provisions of the Oklahoma Constitution, is the decision below supported by adequate and independent state law grounds?

2. Is the State of Oklahoma prohibited by the First Amendment from establishing a public charter school to promote the “evangelizing mission of the church” by “fully incorporat[ing] Catholic teachings into every aspect of the school, including its curriculum and co-curricular activities,” when the School is sub-

ject to the State's ongoing supervision of all significant functions, including a requirement that the School obtain prior authorization for any material changes to the State-approved Catholic curriculum?

PARTIES TO THE PROCEEDINGS

Petitioners are the Oklahoma Statewide Charter School Board and Brian T. Shellem, Angie Thomas, Kathleen White, Damon Gardenhire, Becky Gooch, Jared Buswell, Ben Lepak, Ryan Walters, and Dr. Kitty Campbell, all in their official capacities as members of the Oklahoma Statewide Charter School Board. Petitioners succeeded the respondents below Oklahoma Statewide Virtual Charter School Board, Robert Franklin, William Pearson, Nellie Tayloe Sanders, Brian Bobek, and Scott Strawn.

Intervenor below, St. Isidore of Seville Catholic Virtual School, is Petitioner in a separately filed petition in this case.

Respondent is Gentner Drummond, in his official capacity as Attorney General for the State of Oklahoma.

TABLE OF CONTENTS

	Page
QUESTIONS PRESENTED	i
PARTIES TO THE PROCEEDINGS	iii
TABLE OF AUTHORITIES	vii
INTRODUCTION	1
STATEMENT OF THE CASE.....	4
A. State Law Background	4
1. Sponsorship by the Statewide Charter School Board	5
2. Board Oversight of Public Charter Schools.....	6
3. Admissions, Transfer, and Student Conduct	7
4. Funding	8
5. Increased Regulation of Virtual Charter School Governing Boards	9
B. Factual Background of This Dispute.....	9
C. Procedural History	11
REASONS FOR DENYING CERTIORARI	14
I. The Decision Below Is Supported by Adequate and Independent State Law Grounds	14
II. There Is No Split in the U.S. Courts of Appeals	16
III. This Case Is a Poor Vehicle for Deciding the State Action Question.....	21
IV. The Decision Below Is Correct.....	23

TABLE OF CONTENTS – Continued

	Page
A. The Oklahoma Supreme Court Correctly Determined That Oklahoma Charter Schools Are Public Schools, Which the State May Lawfully Require to Provide a Strictly Secular Education... 24	24
B. The Oklahoma Supreme Court Correctly Concluded That Oklahoma’s Establishment of a Catholic Public Charter School Is Unlawful..... 32	32
CONCLUSION..... 35	35

APPENDIX TABLE OF CONTENTS**VOLUME 1 (BOUND IN BRIEF)**

Contract with St. Isidore of Seville for Charter School Sponsorship (Signed October 2023) 1a	1a
St. Isidore Approved Application (May 24, 2023) 42a	42a

VOLUME 2

Statewide Virtual Charter School Board Special Meeting Approved Minutes (June 5, 2023) 465a	465a
Oklahoma Statewide Virtual Charter School Board Virtual Charter School Authorization and Oversight Process Manual..... 470a	470a
Appendix C. Routine Year-Round Compliance Review 510a	510a

TABLE OF CONTENTS – Continued

	Page
Appendix E. Performance Framework for Alternative Education Sites.....	515a
Appendix F. School Website Compliance Checklist	517a
Appendix H. Charter Contract Template.....	519a
Appendix I. Oklahoma Statutes	557a
Appendix J. Title 777 Statewide Virtual Charter School Board Administrative Rules.	652a
Intervenor St. Isidore of Seville Catholic Virtual School’s Brief in Response to Petitioner’s Application and Petition (November 21, 2023)	801a
Draft Minutes - Statewide Charter School Board Special Meeting (August 12, 2024)	825a
Petitioner’s Brief in Support of Application to Assume Original Jurisdiction and Petition for Writ of Mandamus and Declaratory Judgment (October 20, 2023)	832a

TABLE OF AUTHORITIES

	Page
CASES	
<i>Carson ex rel. O. C. v. Makin</i> , 596 U.S. 767 (2022) ...	4, 13, 24, 26, 27, 28, 32, 33
<i>Caviness v. Horizon Cmty. Learning Ctr., Inc.</i> , 590 F.3d 806 (9th Cir, 2010)	3, 17, 18, 19
<i>Espinoza v. Mont. Dept. of Revenue</i> , 591 U.S. 464 (2020)	15, 32, 33
<i>Indep. Sch. Dist. No. 12 of Okla. Cnty. v. State Bd. of Educ.</i> , 2024 OK 39	15
<i>Lindke v. Freed</i> , 601 U.S. 187 (2024)	24
<i>Logiodice v. Trs. of Me. Cent. Inst.</i> , 296 F.3d 22 (1st Cir. 2002).....	19
<i>Lugar v. Edmondson Oil Co.</i> , 457 U.S. 922 (1982)	17, 22
<i>Michigan v. Long</i> , 463 U.S. 1032 (1983)	14
<i>Nampa Classical Acad. v. Goesling</i> , 447 Fed.Appx. 776 (9th Cir. 2011).....	18
<i>Our Lady of Guadalupe School v. Morrissey- Berru</i> , 591 U.S. 732 (2020).....	31
<i>Peltier v. Charter Day Sch., Inc.</i> , 37 F.4th 104 (4th Cir. 2022).....	3, 18, 19
<i>Presbyterian Church in U. S. v. Mary Elizabeth Blue Hull Mem’l Presbyterian Church</i> , 393 U.S. 440 (1969).....	31
<i>Prescott v. Okla. Capitol Pres. Comm’n</i> , 2015 OK 54, 373 P.3d 1032.....	14

TABLE OF AUTHORITIES – Continued

	Page
<i>Rendell-Baker v. Kohn</i> , 457 U.S. 830 (1982)	34
<i>Robert S. v. Stetson Sch., Inc.</i> , 256 F.3d 159 (3d Cir. 2001).....	19
<i>W. Va. State Bd. of Ed. v. Barnette</i> , 319 U.S. 624 (1943)	8

CONSTITUTIONAL PROVISIONS

OKLA. CONST. art. I, § 5.....	i, 1, 12, 14, 15
OKLA. CONST. art. II, § 4	i, 12, 14, 15
OKLA. CONST. art. XIII, § 1	4
U.S. CONST. AMEND. I	i, 2, 15, 31
U.S. CONST. ART. XIII, § 1	1

STATUTES

20 U.S.C. § 6311.....	27
20 U.S.C. § 7801.....	5
42 U.S.C. § 1983.....	19
ARIZ. REV. STAT. ANN. § 15-183.....	21
ARK. CODE ANN. § 6-23-103	22
CONN. GEN. STAT. § 10-66dd.....	21
FLA. STAT. § 1002.33	21, 22
GA. CODE ANN. § 20-2-2065.....	22
KAN. STAT. ANN. § 72-4208	21
MO. REV. STAT. § 160.405.....	21
N.C. GEN. STAT. § 115C-218.90	22

TABLE OF AUTHORITIES – Continued

	Page
N.H. REV. STAT. ANN. § 194-B:16.....	21
WIS. STAT. § 118.40	21
 OKLAHOMA STATUTES	
OKLA. STAT. tit. 51, § 151.....	28
OKLA. STAT. tit. 70, § 1-105.....	1
OKLA. STAT. tit. 70, § 1-106.....	5
OKLA. STAT. tit. 70, § 3-131.....	1
OKLA. STAT. tit. 70, § 3-132.1.....	1, 5
OKLA. STAT. tit. 70, § 3-132.2.....	i, 1, 5, 6, 15, 25, 28
OKLA. STAT. tit. 70, § 3-134.....	1, 6, 7, 25, 33
OKLA. STAT. tit. 70, § 3-135.....	27
OKLA. STAT. tit. 70, § 3-136.....	1, 6, 7, 8, 26, 27, 28, 29
OKLA. STAT. tit. 70, § 3-137.....	7
OKLA. STAT. tit. 70, § 3-140.....	7, 8, 26
OKLA. STAT. tit. 70, § 3-142.....	8
OKLA. STAT. tit. 70, § 24-106.....	8
OKLA. STAT. tit. 70, § 28-101.....	26
OKLA. STAT. tit. 70, § 122.3(G).....	27
OKLA. STAT. tit. 70, § 136(A)(7)	29

TABLE OF AUTHORITIES – Continued

Page

REGULATIONS

34 C.F.R. § 303.23	5
OKLA. ADMIN. CODE § 210:10-2-1	8
OKLA. ADMIN. CODE § 210:10-2-2	8
OKLA. ADMIN. CODE § 210:40-87-5	6
OKLA. ADMIN. CODE § 777:10-3-3(g).....	23



INTRODUCTION

The Oklahoma Constitution requires the State to “establish[] and maint[ain] . . . a system of public schools, which shall be open to all the children of the state and free from sectarian control” OKLA. CONST. art. I, § 5; *see also* art. XIII, § 1. In furtherance of this constitutional duty, the Oklahoma Legislature enacted the Oklahoma Charter Schools Act (the “Act”). The Act authorizes the creation of public charter schools to, among other things, “improve student learning” and “establish new forms of accountability” for public schools. OKLA. STAT. tit. 70, § 3-131. The public charter schools are overseen by three governmental bodies: (1) a public board of education, (2) the State Charter School Board (“Board”)¹, and (3) the State Board of Education. OKLA. STAT. tit. 70, §§ 1-105, 3-132, 3-132.2, 3-134, 3-136.

At the outset, it is important to understand the players because Petitioners conflate the private non-profit corporation, St. Isidore of Seville Virtual Charter School, Inc. (the “Church Corporation”), which applied to the Board to establish a state-created public charter school, with the resulting entity the state-created public charter school itself, Intervenor St. Isidore of Seville Virtual Charter School (the “SISVC School”). Res.App.42a.

¹ While the case below was litigated against the Oklahoma Statewide Virtual Charter School Board, the Oklahoma Charter School Board assumed all obligations of the Oklahoma Statewide Virtual Charter Board effective on July 1, 2024. *See* OKLA. STAT. tit. 70, § 3-132.1(D). *See* Res.App.567a.

The Oklahoma Supreme Court appropriately issued a writ of mandamus ordering the Board to rescind a contract which created the nation's first Catholic public charter school. The gravamen of the decision below relates to an application and sponsorship contract that permits the Church Corporation "to establish" a public school created to "fully incorporate Catholic teachings into every aspect of the school, including its curriculum and co-curricular activities." Pet.App.7a. Indeed, SISVC School intends to deliver "its original characteristics and its structure as a genuine instrument of the church" and to serve the "evangelizing mission of the church." Res.App.327a. In violation of the Oklahoma Constitution and United States Constitution, the State, through the Board, approved the application, executed the sponsorship contract, and unlawfully established the nation's first religious public school.

As such, the petition for certiorari should be denied for several reasons. First, the Oklahoma Supreme Court found "the St. Isidore Contract to violate two provisions of the Oklahoma Constitution, which affords bona fide, separate, adequate, and independent grounds upon which today's opinion is rested." Pet.App.25a. Any claim that the state law decision is intertwined with the First Amendment claims is flawed. In the proceedings below, SISVC School and the Board did not affirmatively seek a declaration that the Oklahoma Constitution violates the U.S. Constitution. Thus, these arguments were not presented to the Oklahoma Supreme Court and should not be considered by this Court in the first instance.

Second, there is no split among the circuits. Only two courts of appeals² have addressed whether a charter school is a state actor, and they both applied the same fact-specific inquiry that considers the specific function the school sought to undertake and the applicable laws of the subject state. Here, the contract contemplated that SISVC School would act in a sectarian manner with respect to all functions. SISVC School failed to allege below that it was impossible for it to act as a state actor for all functions. As a result, even though the circuit courts of appeals are in alignment on the applicable legal standard, none of the cited circuit courts of appeals cases is implicated here.

Third, this is a poor vehicle to address the question presented. This is the first time a state has created a public charter school that fully incorporates religious teachings into “every aspect of the school.” Moreover, SISVC School’s status as a public school turns on the unique provisions of Oklahoma state law, and a decision in this case would offer little guidance about whether “charter schools” in other states are public or private. More precisely, each state has its own unique constitutional and statutory regime for regulating charter schools. And each contract sponsoring a charter school will have its own customized terms. For instance, the sponsorship contract at issue here uniquely requires prior authorization from the Board before SISVC School can make material changes to the State-approved Catholic curriculum. Pet.App.5a. Therefore, it would be difficult for the

² *Caviness v. Horizon Cmty. Learning Ctr., Inc.*, 590 F.3d 806 (9th Cir, 2010); and *Peltier v. Charter Day Sch., Inc.*, 37 F.4th 104 (4th Cir. 2022).

Court to fashion a rule that would guide other courts in addressing this issue.

Fourth, the decision below is correct. SISVC School meets all the “numerous and important” norms that make it a public rather than private school. *Carson ex rel. O. C. v. Makin*, 596 U.S. 767, 769 (2022). Because Oklahoma’s charter schools are public schools, Oklahoma “may provide a strictly secular education in its [charter schools].” *Id.* at 785. Therefore, the decision below does not warrant review.



STATEMENT OF THE CASE

A. State Law Background

Children in Oklahoma have the right to receive a free public education. The Oklahoma Legislature is constitutionally required to “establish and maintain a system of free public schools wherein all the children of the State may be educated.” OKLA. CONST. art. XIII, § 1. The Legislature fulfilled its obligation, in part, with the passage of the Act,³ which sets forth the procedure for the creation and funding of public charter schools.

³ In its 2023 Regular Session, the Oklahoma Legislature made several changes to the Act—including increasing the State’s regulatory responsibility over virtual charter schools and their boards. This became effective during and after the pendency of the underlying litigation. *See* Charter schools, 2023 Okla. Sess. Laws 323. Citation to the Act herein reflects the current state of the law, unless specifically expressed otherwise.

In the Act, the Legislature exercised its sovereign prerogative and defined “charter school” to mean “a public school established by contract with . . . the Statewide Charter School Board.” *Id.* at § 3-132.2(C) (1)(b). The Legislature also defined public schools to include “all free schools supported by public taxation.” OKLA. STAT. tit. 70, § 1-106. Charter schools are public schools and are, in turn, recognized by state and federal law as government entities. OKLA. STAT. tit. 70, § 3-132.2(C)(1)(b); *see also* OKLA. STAT. tit. 70, § 6-149.3 (2); 20 U.S.C. § 7801; 34 C.F.R. § 303.23.

A survey of the Act below displays that public charter schools and public virtual charter schools operate within and are an integral part of Oklahoma’s system of public schools. The Board’s control of a public virtual charter school exists from establishment through closure.

1. Sponsorship by the Statewide Charter School Board

The Board is the “sole authority to sponsor statewide virtual charter schools” in Oklahoma. OKLA. STAT. tit. 70, § 3-132.1(A).⁴

To sponsor a charter school, an applicant, such as the Church Corporation, must first submit a written application to the Board, requesting the Board to “establish a virtual charter school.” *Id.* at § 3-134(B)

⁴ The Board is comprised of the Oklahoma Superintendent of Public Instruction (or his or her designee), the State Auditor (or his or her designee), and state officers appointed by the Governor, President Pro Tempore of the Senate, and Speaker of the House of Representatives. *Id.* at § 3-132.1(A)(1–5). The members of the Board may only be removed for cause. *Id.* at § 3-132.1 (C).

(1–35). Relevant to this matter, a “private organization may contract with [the Board] to *establish* a charter school or virtual charter school.” *Id.* at § 3-134(C) (emphasis added). But the Act provides that “[a] private school [secular or non-secular] shall not be eligible to contract for a charter school or virtual charter school under the provisions of the [Act].” *Id.*

Oklahoma provides that a “new charter school will be considered established” when the State approves an application that complies with all requirements in the Act. OKLA. ADMIN. CODE § 210:40-87-5. Further, charter schools cannot start enrolling students or employ staff until a contract that complies with the Act is executed. OKLA. STAT. tit. 70, § 3-136(C). This control measure exists because the State may “establish reasonable preopening requirements or conditions to monitor . . . and to ensure that each school meets all building, health, safety, insurance, and other legal requirements” *Id.* The charter school then operates only after it submits to the State several documents, including an executed contract and a request to assign—as it does with all other public schools—a county code, school district code, and site code. OKLA. ADMIN. CODE § 210:40-87-5.

2. Board Oversight of Public Charter Schools

After the Board establishes a public virtual charter school, the Board must “[p]rovide *supervision*, services, and *oversight* of the operations of statewide virtual charter schools.” *Id.* at § 3-132.2(A)(1) (emphases added).

The Board’s oversight of charter schools is broad and comprehensive as reflected in state and federal

regulations, the sponsorship contract, and the Board’s nearly 250-page authorization and oversight process manual updated as of July 2023. Res.App.470a-840a. Measures of oversight include the following practices: Data and evidence collection; Site visits; Audits, including by the State Auditor and Inspector; Attendance at governing board meetings; Performance Framework reports; and External school performance review(s). Res.App.499a-500a; OKLA. STAT. tit. 70, § 3-134(I), 3-136(A)(5).

If the public virtual charter school does not meet expectations, the Board can require the school to develop a corrective action plan with the Board’s oversight. *Id.* at § 3-137(B). Ultimately, if the school’s deficiencies are not adequately addressed, the Board has the power to revoke the public school charter. *Id.* Furthermore, in addition to poor student performance, charter non-compliance, poor fiscal management, violations of law, or other good cause can result in the State revoking the charter and closing the public school. *Id.* at § 3-137(F).

3. Admissions, Transfer, and Student Conduct

Numerous state laws mandate charter schools comply with the same laws and regulations as traditional public schools. Like all Oklahoma public schools, virtual charter schools must “be equally free and open to all students.” *Id.* at § 3-136(A)(9). A public virtual charter school may 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.” *Id.* at § 3-140(D). Public school students who

wish to enroll in a public virtual charter school are considered transfer students under the Act. *Id.* at § 3-140(I). Moreover, public virtual charter schools must “comply with all . . . laws relating to the education of children with disabilities in the same manner as a school district.” OKLA. STAT. tit. 70, § 3-136(A)(6). Additionally, they must follow the same rules as public schools relating to student suspension, student testing, bus transportation, the pledge of allegiance, and financial reporting and auditing. *Id.* at §§ 3-136(A)(4), (A)(5), (A)(11), (A)(18), 3-141(A); *see also* OKLA. STAT. tit. 70, § 24-106; *West Virginia State Board of Ed. v. Barnette*, 319 U.S. 624, 642 (1943). Further, the State Department of Education includes charter schools among the public schools required to honor a parental objection “to public schools imposing unwanted instruction on questions of sex, morality, or religion.” OKLA. ADMIN. CODE §§ 210:10-2-1; 210-10-2-2.

4. Funding

Consistent with its obligation to provide public school students with a free public education, Oklahoma robustly supports charter schools once operational. Charter schools receive State Aid allocations like other traditional public schools. *Id.* at § 3-142(A). This includes the State appropriations under the Oklahoma Constitution and the State’s funding formula. They are likewise eligible for State appropriated and locally charged ad valorem taxes distributed through the legislatively established “Redbud Fund.” OKLA. CONST. art. XIII, §1a; OKLA. STAT. tit. 70, § 3-142; OKLA. STAT. tit. 70, § 3-104(A)(21), (B). All of this guarantees another hallmark of public education: charter school students do not pay tuition or fees.

OKLA. STAT. tit. 70, § 3-136. And, as a public entity, the State’s sponsorship contract with the Church Corporation required the Charter School to comply with the Oklahoma Constitution’s “pay as you go” requirement, which prohibits a public entity, like the SISVC School, from incurring debt beyond the current year’s state appropriation. OKLA. CONST. Art. X, § 26.

5. Increased Regulation of Virtual Charter School Governing Boards

The Legislature’s recent changes to the Act, *see supra* n. 3, go farther in bringing charter school governing boards in line with traditional school district boards of education. Consistent with their status as public officers who control public funds and exercise state authority, charter school governing boards unsurprisingly are now subject to laws covering public officer ethics, conflicts of interest, and continuing education requirements. OKLA. STAT. tit. 70, § 3-136(A)(7).

B. Factual Background of This Dispute

The Church Corporation is a private entity incorporated in Oklahoma on January 27, 2023, Res.App.107a. It applied to establish a public virtual charter school under the Act. *Id.* at 196, 201. This corporation itself is not a public charter school; it is the applicant seeking “[t]o create, establish, and operate the School as a Catholic School.” *Id.* at 201; OKLA. STAT. tit. 70, § 3-134(B) (“applicant seeking to establish a virtual charter school”). The Church Corporation stated its intent was for SISVC School to be a “genuine instrument of the Church,” Res.App.155a. and “participate[] in the evangelizing mission of” the Catholic Church. *Id.* Ultimately, the Church Corpora-

tion sought “[t]o operate a school in harmony with faith and morals, including sexual morality, as taught and understood by the Magisterium of the Catholic Church based upon Holy Scripture and Sacred Tradition.” *Id.* at 204–05. The entity’s intent was to fully incorporate and embrace “the teaching of the Catholic Church’s Magisterium “into every aspect of the school, including but not limited to its curriculum and co-curricular activities.” Pet.App.26a.

On June 5, 2023, the Oklahoma Statewide Virtual Charter School Board narrowly voted in favor of establishing SISVC School. *Id.* at 166–71. According to the State Board of Education, “[a] new charter school will be considered established when a charter school application complies with [OKLA. STAT. tit. 70, § 3-134] and is approved by the governing board of a sponsoring entity” OKLA. ADMIN. CODE § 210:40-87-5(b). Accordingly, the Board established SISVC School on June 5, 2023.⁵ Thereafter, the Board entered a contract for sponsorship with SISVC School. Res.App.1a-42a.

In the sponsorship contract itself, the SISVC School provides the Board veto power over material changes to its curriculum. Specifically, the contract states that “[a]ny material change to the program of instruction, curriculum and other services specified in the Application or this Contract requires Sponsor

⁵ The incorporation of the Church Corporation on January 27, 2023, and the Board’s establishment of SISVCS School on June 5, 2023, further illustrates the factual and legal reality that the two entities are separate and distinct. One, the Church Corporation, is a private corporation that applied for a charter, and the other, SISVC School, is a public school created by the Board to operate within the Oklahoma public school system.

approval prior to the change.” Res.App.5a. The SISVC School also subjected itself to compliance with state graduation requirements for grades nine through twelve. *Id.*, see OKLA. STAT. tit. 70, § 3-136(A)(3). Relating to its status, the contract prohibits SISVC School from operating as anything other than a public school, providing that:

“[u]nder 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.” Res.App.535a.

The public charter school is also contractually bound to provide the State with all records relating to expenditures, an annual audit just as any other public school must provide, physical inspections of facilities, and broadly to “any and all records as requested by the Sponsor, the State Auditor and Inspector, [or] the State Department of Education . . .” Res.App.16a. The contractual entwinement is vast and controlling.

C. Procedural History

Following the Board’s predecessor’s establishment of the SISVC School, the Oklahoma Attorney General was “duty bound to file [an] original action [with the Oklahoma Supreme Court] to protect religious liberty and prevent the type of state-funded religion that Oklahoma’s constitutional framers and the founders of our country sought to prevent.” Res.App.833a. Specifically, the Attorney General peti-

tioned the court to issue a writ of mandamus directing the Board's predecessor and its members to rescind the contract for sponsorship and a declaratory judgment that the contract violated the Oklahoma Constitution. Pet.App.5a-6a. SISVC School subsequently intervened in the lawsuit. Pet.App.2a.

Having "superintending control over all . . . [Oklahoma] Agencies, Commissions and Boards created by law," OKLA. CONST. art. VII, § 4, the court "invoke[d] its *publici juris* doctrine to assume original jurisdiction" in the underlying matter because the State "presented the Court with an issue of public interest that warrant[ed] an immediate judicial determination." Pet.App.6a. The court granted the relief sought by the State because "the St. Isidore Contract violates the Oklahoma Constitution, [and] the Act." *Id.* Specifically, the Oklahoma Supreme held that "[t]he expenditure of state funds for St. Isidore's operations constitutes the use of state funds for the benefit and support of the Catholic church," which "violates the plain terms of Article 2, Section 5 of the Oklahoma Constitution." Pet.App.13a. The court found that "[e]nforcing the St. Isidore Contract would create a slippery slope and what the framers' warned against—the destruction of Oklahomans' freedom to practice religion without fear of governmental intervention." *Id.*

Likewise, the court found that the "Board had to alter various terms of the model contract to draft the St. Isidore Contract, allowing it to operate as a religious charter school." Pet.App.15a. These changes "violate[] the plain language of the Act" and Article I, Section 5 of the Oklahoma Constitution. *Id.*

Despite holding that violations of the Oklahoma Constitution constituted “bona fide, separate, adequate, and independent grounds upon which [the] opinion is rested,” the Oklahoma Supreme Court additionally held that the “Contract also violates the federal Establishment Clause.” Pet.App.25a. The court found that “[t]he Free Exercise Trilogy cases do not apply to the governmental action in this case” because SISVC School is a public rather than private school under the distinguishing factors outlined in *Carson*, 596 U.S. at 769 (2022). Pet.App.27a-28a.

Finally, the court held that the Free Exercise Clause was not implicated because what SISVC School requested “is beyond the fair treatment of a private religious institution in receiving a generally available benefit.” Pet.App.28a.

Following the court’s order in *Drummond*, the Board eventually complied with the writ of mandamus and rescinded the contract. *See* Res.App.826a-827a.



REASONS FOR DENYING CERTIORARI

I. The Decision Below Is Supported by Adequate and Independent State Law Grounds.

Relying on *Michigan v. Long*, 463 U.S. 1032, 1041 (1983), the Oklahoma Supreme Court found “the St. Isidore Contract to violate two provisions of the Oklahoma Constitution, which affords bona fide, separate, adequate, and independent grounds upon which [the] opinion is rested.” Pet.App.25a.

The Oklahoma Constitution demands that “[n]o public money . . . shall ever be appropriated . . . or used, directly or indirectly, for the use, benefit, or support of any sect, church, denomination, or system of religion . . . or sectarian institution.” OKLA. CONST. art. II, § 5.⁶ The Oklahoma Constitution also requires that “[p]rovisions shall be made for the establishment and maintenance of a system of public schools, which shall be open to all the children of the state and free from sectarian control” OKLA. CONST. art. I, § 5. The Oklahoma Legislature, in turn, defined a charter school as “a public school established by contract.”

⁶ This is not a so-called “Blaine Amendment.” See Pet.App.12a (quoting *Prescott v. Okla. Capitol Pres. Comm’n*, 2015 OK 54, ¶ 24, 373 P.3d 1032, 1052 (Gurich, J., concurring in denial of reh’g) (“Characterizing [Article 2, Section 5] of the Oklahoma Constitution as a Blaine Amendment completely ignores the intent of the founders of the Oklahoma Constitution who purposely sought to ensure future generations of Oklahomans would be free to practice religious freedom without fear of governmental intervention.”))

OKLA. STAT. tit. 70, § 3-132.2(C)(1). Accordingly, the Oklahoma Supreme Court correctly concluded that, as a matter of Oklahoma law, a charter school is a public school and thus must be “free from sectarian control” and cannot be funded by “public money.” Pet.App.17a-18a. The Court then correctly found that the SISVC School would, were it a charter school, violate the Oklahoma Constitution. Pet.App.30a.

Any attempt by Petitioners to claim that their First Amendment arguments are intertwined with the state law decision is flawed. Neither SISVC School nor the Board ever affirmatively sought to have the Oklahoma Supreme Court declare that Article I, Section 5 or Article II, Section 5 of the Oklahoma Constitution violate the U.S. Constitution. To be sure, SISVC School stated below that the “Court should avoid a collision with the First Amendment“ and “[t]he Free Exercise Clause [b]ars Oklahoma [f]rom [e]xcluding St. Isidore.” Res.App.809a, 813a. But these statements were in a response brief, and neither SISVC School nor the Board filed their own request for assumption of original jurisdiction and declaratory relief. The Oklahoma Supreme Court has made clear that “a statement in respondent’s response and supporting brief . . . is not a formal request for assumption of original jurisdiction and declaratory relief.” *Indep. Sch. Dist. No. 12 of Okla. Cnty. v. State Bd. of Educ.*, 2024 OK 39, ¶ 21. As a result, while the Oklahoma Supreme Court interacted with the First Amendment in its order, it did not definitively rule on whether the Oklahoma Constitution violates the First Amendment.

This case is distinguishable from *Espinoza v. Montana Department of Revenue*, 591 U.S. 464 (2020), because the present dispute is essentially an issue of

preservation as opposed to intertwinement. Here, the Oklahoma Supreme Court concluded that the Oklahoma Constitution bars the subject contract because, as a matter of *state* law, charter schools are *public* schools. SISVC failed to affirmatively seek a declaration that the subject provisions of the Oklahoma Constitution violate the U.S. Constitution. Pet.App.25a. Thus, there is nothing precluding the Oklahoma Supreme Court's decision to enforce the Oklahoma Constitution.

Accordingly, the decision below is supported by adequate and independent state law grounds.

II. There Is No Split in the U.S. Courts of Appeals.

The Oklahoma Supreme Court found that the subject contract permitted SISVC School "to establish and operate the school as a Catholic school." Pet.App.26a. Consistent with this, the Oklahoma Supreme Court held that the contract enabled SISVC School to "fully incorporate Catholic teachings into every aspect of the school, including its curriculum and co-curricular activities." *Id.* Consequently, because the contract permitted SISVC School to act in a sectarian manner with respect to all functions, the question presented to the Oklahoma Supreme Court was essentially whether SISVC School could ever be considered a state actor for any purpose. At least as it relates to "the school's core education function," the Oklahoma Supreme Court correctly found that SISVC School would be a state actor. Pet.App.24a.

That decision is factually and legally distinguishable from the cases relied on by SISVC School. Regardless, the Oklahoma Supreme Court's analysis

aligns with every circuit’s decision on whether charter schools are treated as state actors.⁷ Any difference in outcomes is not based on disagreements over the applicable law. Instead, they are based on (i) different facts, (ii) vastly different histories of state-provided functions, (iii) arrangements that are more distant from the state, or (iv) all of the above.

This Court has held it is “necessarily [a] fact-bound inquiry” to determine whether an entity has acted as a state actor. *Lugar v. Edmondson Oil Co.*, 457 U.S. 922, 939 (1982). This is reflected in the only two courts of appeals cases relied on by SISVC School that involved charter schools. The Ninth Circuit in *Caviness v. Horizon Community Learning Center, Inc.*, 590 F.3d 806 (9th Cir. 2010), held that an Arizona charter school did not act as a state actor for the purposes of its post-employment treatment of a former employee. The Court recognized that “a private entity may be designated a state actor for some purposes but still function as a private actor in other respects.” *Id.* at 814. With regards to the treatment of employees, Arizona law exempted charter schools “from all statutes and rules relating to schools, governing boards and school districts[,]” including statutes governing dismissal of teachers. *Id.* at 810. Thus, the Ninth Circuit’s finding on this specific issue—the charter school’s official’s alleged false statements to the former employee’s prospective employer—was based

⁷ The position also aligns with a position taken by the amici South Carolina Attorney General in 2022. There, the South Carolina Attorney General issued a formal opinion finding South Carolina’s “charter schools are state actors whose operations are supported with public funds.” 2022 WL 20471447, at *3 (S.C.A.G. June 30, 2022).

on Arizona’s decision to exempt charter schools from state regulation on employment practices.

In a later case concerning Idaho charter schools, the Ninth Circuit recognized *Caviness’s* limited reach when it noted that “Idaho charter schools are [] subject to state control that weighs in favor of a finding that they are governmental entities.” *Nampa Classical Acad. v. Goesling*, 447 Fed.Appx. 776, 777–78 (9th Cir. 2011) (unpublished); *see also id.* at 778 n.1. But Arizona law contrasts with Oklahoma law which subjects charter schools to “significant ongoing oversight and evaluation” and to the same academic standards as other public schools. Pet.App.18a-19a.

The Fourth Circuit in *Peltier v. Charter Day School, Inc.*, 37 F.4th 104, 121 (4th Cir. 2022), cert. denied, 143 S. Ct. 2657 (2023), agreed that *Caviness* and the cases it relied on did not “establish[] bright-line rules applicable to every case” in deciding whether a charter school is a state actor. The Fourth Circuit correctly found that *Caviness* simply “evaluat[ed] the specific conduct challenged by the plaintiffs in the context of the governing state law.” *Id.* The Fourth Circuit adopted the same approach by applying a “totality-of-the-circumstances inquiry [which] is guided not only by the factual circumstances of a plaintiff’s claim, but also by the laws of the state regulating the school in question.” *Id.*

The different outcomes between *Caviness* and *Peltier* lie in the nature of the actions that were challenged. *Peltier* focused on the implementation of a dress code by a charter school, a core educational policy regulated by North Carolina. *Id.* at 120. On the other hand, *Caviness* dealt with employment decisions, which were not sufficiently regulated by Arizona

to constitute state action. 590 F.3d at 811. Therefore, the different outcomes are based on the specific functions challenged and how those specific functions were regulated by their respective states.

St. Isidore, next, relies on two circuit decisions involving purely private schools, to suggest a circuit split. Pet. at 23–24 (discussing *Logiodice v. Trs. of Me. Cent. Inst.*, 296 F.3d 22 (1st Cir. 2002) and *Robert S. v. Stetson Sch., Inc.*, 256 F.3d 159 (3d Cir. 2001)). *Logiodice* involved Maine’s practice of contracting with private schools to provide education in rural communities. 296 F.3d at 24. The plaintiff challenged a private school’s disciplinary action. *Id.* at 25. The First Circuit held that there was no entwinement between state and private school largely because the school’s trustees possessed the exclusive right to “promulgate, administer and enforce all rules and regulations pertaining to” behavior and discipline. *Id.* at 28.

Robert S concerned a private school “that specialize[d] in the treatment and education of juvenile sex offenders.” 256 F.3d at 162. The plaintiff relied exclusively on the theory that the private school performed a function that was traditionally the exclusive province of the state. *Id.* at 165. The Third Circuit rejected the plaintiff’s argument—holding that the “undisputed evidence” showed that only private schools offered the same services. *Id.* at 166.

Neither *Logiodice* nor *Robert S* involved the establishment of a state-sponsored public school. And unlike *Caviness* or *Peltier*, the decision below did not address whether SISVC School is a state actor for a specific function in a lawsuit arising under 42 U.S.C. § 1983. Instead, the decision analyzed whether the

State's establishment of a public school to promote and incorporate one religion to the exclusion of all others was unlawful. The contract at issue in this case broadly permitted SISVC School to act in a sectarian manner for all functions. Pet.App.26a. As a result, there was no need for the Oklahoma Supreme Court to conduct a "fact-bound inquiry" as to whether SISVC School acted as a state actor for a specific function to determine that SISVC's evangelizing mission was fairly attributable to the State.

Nevertheless, the Oklahoma Supreme Court conducted the same fact-based inquiry as the cases cited by Petitioner to determine that the State had sufficient control over the SISVC School to be considered a state actor. The Oklahoma Supreme Court analyzed the features of Oklahoma law and concluded that there was sufficient governmental control over SISVC School's actions to make them attributable to the State. Pet.App.20a-24a. Specifically, the Board "serve[s] as sponsors for the charter schools" and "will provide oversight of the operation for [SISVC School], monitor its performance and legal compliance, and decide whether to renew or revoke St. Isidore's charter." *Id.* at ¶ 29. Further, SISVC School "receive[s] many of the same legal protections and benefits as their government sponsor. The State's entwinement expands to the internal operations and affairs of the charter schools." *Id.*

Therefore, there is no circuit split. The Oklahoma Supreme Court applied the same legal standard as the cited circuit courts of appeals cases to determine whether a charter school is a state actor. Using this same legal standard, the Oklahoma Supreme Court correctly found that SISVC was a state actor for at

least some purposes based on Oklahoma’s unique statutory scheme and facts of the sponsorship contract.

III. This Case Is a Poor Vehicle for Deciding the State Action Question.

This is the first time a state has attempted to authorize a public charter school that fully incorporates religious teachings into “every aspect of the school.” Pet.App.26a. The Court would benefit from permitting this issue to percolate through the lower courts.

Moreover, whether SISVC School is a public or private school turns on the unique provisions of Oklahoma state law, and a decision in this case would offer little guidance regarding whether “charter schools” in other states are public or private. Namely, each state has their own unique constitutional and statutory regime for regulating charter schools.⁸ And there are

⁸ For example, Kansas requires local public school boards of education and the state board of education to approve a charter school application; however, there is no statewide authorizing body named as such. See KAN. STAT. ANN. § 72-4208. Wisconsin authorizes, *inter alia*, local school boards, the city of Milwaukee, certain universities, and one county (if the school is located in that county) to approve charter schools. WIS. STAT. § 118.40 Requirements to intervene and close schools also vary by state. See, e.g., MO. REV. STAT. § 160.405 (intervention required for failing to maintain a 70% graduation rate); FLA. STAT. § 1002.33 (sponsor may terminate for failing to participate in the state’s education accountability system); N.H. REV. STAT. ANN. § 194-B:16 (State board may immediately revoke a charter in circumstances posing extraordinary risk of harm to students). Differences also occur regarding requirements for employees of a charter school. See ARIZ. REV. STAT. ANN. § 15-183 (State Board of Education may not adopt rules that exceed the requirements for persons qualified to teach in charter schools prescribed in federal law); CONN. GEN. STAT. § 10-66dd (at least 50% of teachers

facts unique to the present dispute. For instance, the subject contract requires that material changes to the approved curriculum be approved by the State. Res.App.5a. Therefore, it would be difficult for the Court to fashion a rule that would guide other courts in addressing this issue.

Additionally, the underlying case is an original jurisdiction proceeding seeking a writ of mandamus on a contract that permitted SISVC School to “fully incorporate Catholic teachings into every aspect of the school.” Pet.App.26a. As a result, the typical “fact-bound inquiry” on whether state action occurred was not undertaken in this matter. *Lugar*, 457 U.S. at 939. While the Oklahoma Supreme Court suggested that “the school’s core education function” constituted state action, there were no findings as to any other potential functions to be undertaken by SISVC School. Pet.App.24a. Therefore, even if the Court were to agree that some core education functions did not constitute state action, this would not be the end of the inquiry. The State would still press the Oklahoma Supreme Court on remand to conduct a fact-bound inquiry to determine whether any other function sought to be undertaken by SISVC School, such as school discipline, constitutes state action.

must hold a state teacher certification); N.C. GEN. STAT. § 115C-218.90 (same). Finally, states are unique in their exemptions for charter schools. See ARK. CODE ANN. § 6-23-103 (exemptions must be listed in each charter, except there are no exemptions for assessment and accountability waivers); FLA. STAT. § 1002.33 (charter schools must comply with traditional public-school salary schedule requirements); GA. CODE ANN. § 20-2-2065 (teacher evaluations required just like in traditional public schools).

Moreover, on remand, the State would also press whether the terms of the contract independently violated Oklahoma statutory law. The Board's Rules precluded it from altering the model contract if the terms fail to comply "with applicable state, federal, local, and/or tribal law." OKLA. ADMIN. CODE § 777:10-3-3(g). But as observed by the Oklahoma Supreme Court, the executed contract was altered to "state[] that [SISVC School] has the right to freely exercise its religious beliefs and practices consistent with its religious protections." Pet.App.9a.

The effect of these changes to the model contract eliminated the contractual guardrails preventing SISVC School from acting in a sectarian fashion in its programs. As the contract is currently written, SISVC School can act in a sectarian fashion however it wishes if it subjectively believes it is consistent with its "religious protections." Therefore, in addition to determining whether any other function sought to be undertaken by SISVC School could constitute state action, the State would still press the Oklahoma Supreme Court on remand to determine whether the Board could have reasonably concluded that the contract "complied with applicable state, federal, local, and/or tribal law." OKLA. ADMIN. CODE § 777:10-3-3(g).

Therefore, this case is a poor vehicle for deciding the state action question.

IV. The Decision Below Is Correct.

The Oklahoma Supreme Court correctly held that "[u]nder Oklahoma law, a charter school is a public school. As such, a charter school must be nonsectarian," and "[Oklahoma's] establishment of a religious charter school violates Oklahoma statutes,

the Oklahoma Constitution, and the Establishment clause.” Pet.App.29a.

A. The Oklahoma Supreme Court Correctly Determined That Oklahoma Charter Schools Are Public Schools, Which the State May Lawfully Require to Provide a Strictly Secular Education.

Under *Carson*, “[Oklahoma] may provide a strictly secular education in its public schools.” *Carson v. Makin*, 596 U.S. at 769. In fact, this Court recently stated that it would “not ordinarily pause to consider whether . . . public schools” are state actors. *Lindke v. Freed*, 601 U.S. 187, 188 (2024). The Oklahoma Supreme Court faithfully applied this Court’s recent precedents and held that Oklahoma charter schools are public schools, which the Oklahoma Legislature lawfully requires to provide strictly secular education. The Oklahoma Supreme Court correctly concluded that the charter agreement between the State and the Church Corporation violated the lawful requirement that Oklahoma’s public charter schools provide a strictly secular education.

Oklahoma’s charter schools are public schools.⁹ *Carson* identified the “numerous and important” dif-

⁹ The amici Oklahoma Governor agreed when he wrote to the Secretary of U.S. Department of Education on April 18, 2022, that “[c]harter schools are public schools, and many of the 3.5 million American students enrolled in charter schools are educated through the public education system in our states.” He was joined in the letter by, among others, the Governors of the amici states Alabama, Arkansas, Nebraska, and Texas. Letter joined by J. Kevin Stitt, Governor of Oklahoma, to Dr. Miguel Cardona, Secretary of the United States Department of Education. (April 18, 2022) (available at <https://content.govdelivery.com/>

ferences between public and private schools. Oklahoma's charter schools bear all of the hallmarks of a public school identified by this Court and more.

While not dispositive, Oklahoma charter schools are statutorily designated as public schools. OKLA. STAT. tit 70 § 3-132.2(C)(1)(a). On this issue, the Petitioners are careful to avoid arguing that SISVC School would be a private school. Petitioners even refuse to call SISVC School a "private school" in their brief. Petitioners are careful to avoid such a label because they know private schools, religious and secular alike, are ineligible to operate charter schools under Oklahoma law. OKLA. STAT. tit. 70, § 3-134(C). As a result, the Court should not be confused by Petitioners' attempt to conflate the would-be public charter school, SISVC School, with the private non-profit entity created by the Archdiocese of Oklahoma City and Diocese of Tulsa, the Church Corporation, by simply referring to both entities as "St. Isidore."

The reality is that SISVC School was not an Oklahoma charter school until it was sponsored by the Board via the approved application and sponsorship contract with the Church Corporation. OKLA. STAT. tit. 70, § 3-132 (private entities may *apply* and *contract* with an eligible sponsor, but once *established* by contract, the charter school is a public school). Therefore, any attempt by SISVC School to suggest that it is the equivalent of a private school should be dismissed.

Despite the reality that a designation of SISVC School as a private entity is fatal to its ability to obtain

a public charter school sponsorship contract, Petitioners attempt to align this case with *Carson* by arguing that Oklahoma’s statutory designation of charter schools is “not controlling.” Pet. Br. At 31. Yet, for good reason, Petitioners decline to even attempt to analyze whether Oklahoma’s charter schools are public schools under the factors outlined by this Court in *Carson*. Under each of the factors considered by this Court in *Carson*, Oklahoma’s charter schools are plainly public schools.

First, “[t]o start with the most obvious, private schools are different by definition because they do not have to accept all students. Public schools generally do.” *Carson*, 596 U.S. at 783. In Oklahoma, charter schools, like all other public schools, must be open to all students.¹⁰

“Second, the free public education that [Oklahoma] insists it is providing” through the charter school system is truly free. *Id.* Public charter schools, like all other public schools in Oklahoma, are tuition-free. OKLA. STAT. tit. 70 § 3-136(9). While Oklahoma recently enacted a tax credit to help offset up to \$7,500 of private school tuition costs, OKLA. STAT. tit. 70, § 28-101, which is entirely separate from the Act and public charter schools, there is no statutory limit to the amount private schools can charge for tuition.

Third, while charter schools may vary in their methods of presentation and emphasis, each charter school’s curriculum must be approved by the State before it is taught. OKLA. STAT. tit. 70 § 3-136(B)(13). Moreover, under the subject contract, any material

¹⁰ In fact, Oklahoma law prohibits the formation of single-sex charter schools, a factor considered relevant by this Court in *Carson*. OKLA. STAT. tit. 70, § 3-140.

change to the approved curriculum must be authorized by the State prior to implementation. *See* Res.App.5a. The State’s pervasive and ongoing control of charter schools’ curriculum has no analogue in Oklahoma private schools.

Fourth, charter schools in Oklahoma are “subject to the same academic standards and expectations as existing public schools.” OKLA. STAT. tit. 70, § 3-135(A) (11). Charter schools must also, “as is required of a school district,” conduct standardized testing as required by the Oklahoma School Testing Program Act and provide pertinent data to the Office of Accountability within the State Department of Education. *Id.* at §§ 3-136(A)(4); 1210.505. Charter schools must also report a myriad of student and school performance information to the State. *Id.* at § 3-136 (A)(18). These reports provide transparency in the public expenditure of funds and serve as the basis for State-issued school accountability report cards, which state and federal law mandate for public schools. *Id.* at § 3-136 (A)(4), (6); §§ 5-135, 5-135.2, and 5-135.4; §§1210.544—1210.545; 20 U.S.C. § 6311. There are no analogous statutory mandates for private schools.

Fifth, while Oklahoma’s charter schools are not restricted to hiring state-certified teachers, neither are traditional public schools. Since 2022, Oklahoma permits traditional public school districts to employ non-certified individuals who are determined by the local board of education to be persons with “distinguished qualifications in their field.” OKLA. STAT. tit. 70, § 122.3(G). Numerous other factors not considered by this Court in *Carson* confirm that Oklahoma charter schools are public schools, which Oklahoma

may lawfully require to “provide a strictly secular education.” *Carson*, 596 U.S. at 785.

Like all other Oklahoma public schools, charter schools must obtain—and maintain as a condition of continued existence—accreditation directly from the State Board of Education.¹¹ Illustrating the control and supervision of public charter schools, the State Board of Education accreditation standards sets forth more requirements for public charter schools than for traditional public schools. Res.App.850a.

Charter schools are also (a) considered a “school district” and protected under the Oklahoma Government Tort Claims Act,¹² (b) subject to State “reporting requirements, financial audits, audit procedures, and audit requirements,”¹³ (c) required to comply with the Oklahoma Open Meeting Act and the Oklahoma Open Records Act,¹⁴ (d) eligible for State employee retirement and insurance programs,¹⁵ (e) required to

¹¹ OKLA. STAT. tit. 70, § 3-132.2(B).

¹² OKLA. STAT. tit. 70, § 3-136(A)(12). The Government Tort Claims Act, OKLA. STAT. tit. 51, § 151, *et seq.*, applies to the State, its political subdivisions, and employees of the State and its political subdivision who are acting within the scope of their employment. *Id.* This act “adopt[s] the doctrine of sovereign immunity” for torts for those parties, *id.* at § 152.1(A), and sets forth the scope of liability, extent of liability, and exemptions from liability among other things. *Id.* at §§ 153--155. The Oklahoma Legislature’s extension of The Government Tort Claims Act to public virtual charter schools displays its intent to treat such schools as the state or political subdivisions thereof.

¹³ *Id.* at (A)(5).

¹⁴ *Id.* at (A)(15).

¹⁵ *Id.* at (A)(13),(14).

designate multiple occupancy restrooms as “for the exclusive use” of the male or female sex,¹⁶ (f) subject to inspection by the State Auditor,¹⁷ (g) required to comply with legislatively approved due process measures for student discipline matters,¹⁸ and (h) subject to all “laws relating to educating students with disabilities in the same manner as a [traditional] school district.”¹⁹ Additionally, charter schools must also meet the health, safety, civil rights and insurance requirements that are required of traditional public schools. OKLA. STAT. tit. 70, § 3-136(A)(1). In addition to other laws and regulations, the State Department of Education interprets this to include more than seventy laws and regulations, including laws and regulations covering the national fingerprint-based criminal history check, surety bonds for public officers, smoking in public places, and Oklahoma Employees Insurance and Benefits Act. Oklahoma’s Legislature even recently decided to bring charter school governing boards in line with school district boards of education, including with respect to public officer ethics, conflicts of interest, and continuing education requirements. OKLA. STAT. tit. 70, § 136(A)(7).

Beyond the extensive control over charter schools granted to the Board by the Legislature, the charter itself gives the Board control of all significant aspects of the charter school. The charter confirms that the school is subject to State regulations regarding (a)

¹⁶ OKLA. STAT. tit. 70, § 1-125

¹⁷ *Id.* at (A)(5)

¹⁸ *Id.* at (A)(11)

¹⁹ *Id.* (A)(7)

conflicts of interest among the members of the charter school's governing board (Pet.App.121a), (b) the school's relationship with Educational Management Organizations (Pet.App.122a), (c) the school's ability to take on debt (Pet.App.125a), (d) constitutional spending limitations (Pet.App.128a), (e) reporting of financial transactions through the Oklahoma Cost Accounting Systems (Pet.App.129a) and annual audits (Pet.App.131a), (f) access to records (Pet.App.132a), (g) requirements that teachers pass background checks and have valid teaching certificates or the equivalent (Pet.App.142a), (h) insurance requirements and coverage under the Oklahoma Governmental Tort Claims Act (Pet.App.144a), and (i) notification requirements in the event of adverse action taken against the school (Pet.App.148a).

Moreover, had the contract not been rescinded, the fact that the contract gives the Board full veto power over material changes to the charter school's Catholic curriculum would present multiple obvious and unavoidable constitutional issues. *See* Pet.App.115a. At the outset, the State's official approval of one particular "Catholic curriculum" presents an obvious Establishment Clause issue in that the State has elevated the doctrinal beliefs of one rite of Catholicism over all others. This fundamental issue would be amplified when the charter school attempts to incorporate the ever-changing landscape of Catholic doctrine through updates to the school's curriculum.

For example, the Pope's issuance of an Encyclical Letter or a Third Vatican Council could create material expansions or revisions of Catholic doctrine. Under the charter, SISVC School would be prohibited from instructing students on such teachings unless and until the State approves of the Church's new teachings.

Even if there were some dispute as to whether instructing students on a new Encyclical Letter or updating religious instruction following a Third Vatican Council constitute a material deviation from the State-approved Catholic curriculum, the First Amendment issues persist. This Court has been clear that courts must “heed the First Amendment, which ‘commands civil courts to decide legal disputes without resolving underlying controversies over religious doctrine.’” *Our Lady of Guadalupe School v. Morrissey-Berru*, 591 U.S. 732, 763 (2020) (Thomas, J., concurring) (quoting *Presbyterian Church in U.S. v. Mary Elizabeth Blue Hull Memorial Presbyterian Church*, 393 U.S. 440, 449 (1969)). If the Board were to believe that SISVC School made a material change to the approved Catholic curriculum without prior authorization from the State, the Board could pursue a breach of contract claim. This would leave Oklahoma’s courts to decide what Catholic doctrine is, whether there has been a material change in Catholic doctrine, and whether SISVC School has made a material change without State authorization based on novel teachings from the Catholic Church’s Magisterium. It is hard to imagine a more clear-cut First Amendment violation.

Simply stated, there can be no question that the Oklahoma Supreme Court correctly concluded that Oklahoma’s charter schools are public schools and that Oklahoma’s laws requiring charter schools to provide a strictly secular education are constitutionally valid.

B. The Oklahoma Supreme Court Correctly Concluded That Oklahoma’s Establishment of a Catholic Public Charter School Is Unlawful.

Petitioners, careful to avoid arguing that SISVC School would have been a private school, attempt to recast the Oklahoma Supreme Court’s decision as excluding the Church Corporation from participating in Oklahoma’s public charter school program because of the Church Corporation’s religious identity. But the Oklahoma Supreme Court was clear that its conclusion rested “on the State’s contracted-for religious teachings and activities through a new public charter school, not the State’s exclusion of a religious entity.” ¶ 45.

Oklahoma’s laws governing charter schools at issue here are readily distinguishable from the unconstitutional restrictions on aid to private religious schools which this Court recently struck down in *Espinoza* and *Carson*.

Those cases concerned state subsidization of tuition at existing private religious schools, not state establishment of new public religious schools. See *Espinoza*, 591 U.S. at 467; *Carson*, 596 U.S. at 783. As set forth in detail above, the schools at issue in *Carson* and *Espinoza* are fundamentally different from SISVC School in that SISVC School is not—and does not claim to be—a private school; it is a public charter school established by the State.

Further, this is not a case where the State has chosen to “disqualify some private schools” from generally available tuition assistance “solely because they are religious.” *Espinoza*, 591 U.S. at 487; *Carson*, 596 U.S. at 780. In both *Carson* and *Espinoza*, private

schools were eligible to participate in the tuition assistance program, so long as the private schools were not religious. *Id.* Here, private schools, religious and secular alike, are categorically excluded from the charter program. OKLA. STAT. tit. 70, § 3-134(C).

Moreover, SISVC School's inability to operate as a public charter school is not a penalty. There is nothing in the law precluding SISVC School from operating as a private school as opposed to public charter school. The Oklahoma Constitution and Establishment Clause simply preclude the SISVC School from operating a Catholic public charter school.

This case is also distinguishable from *Carson* and *Espinoza* in that Church Corporation has not been excluded from operating a public charter school because of its religious nature. To be clear, despite its self-acknowledged religious nature, the Church Corporation is not prohibited from operating a secular public charter school under the Oklahoma Supreme Court's decision. Nor is the Church Corporation prohibited from operating a Catholic private school that would be eligible for Oklahoma's recently enacted tax credit. Rather, what the Oklahoma Supreme Court correctly prohibited was the State's attempt to establish a Catholic public charter school. It is the religious nature of the entity established by the State, through its charter establishing SISVC School, that invalidates the charter, not the religious nature of the Church Corporation itself.

Finally, while Petitioners heavily rely on this Court's decision in *Rendell-Baker*, it is similarly readily distinguishable. That case involved certain personnel decisions at a specialized private school for troubled children that was only nominally overseen by

state agencies. *Rendell-Baker v. Kohn*, 457 U.S. 830, 832-834 (1982). Further, as a private school, the school in that case did not provide free and universal education, nor was it entangled with the state to the degree that Oklahoma charter schools are. *Id.* Therefore, *Rendell-Baker* is not helpful to Petitioners.

Accordingly, the decision below is correct.



CONCLUSION

For the foregoing reasons, the Court should deny the petition for certiorari.

Respectfully submitted,

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December 9, 2024

APPENDIX TABLE OF CONTENTS

VOLUME 1 (BOUND WITH BRIEF)

Contract with St. Isidore of Seville for Charter School Sponsorship (Signed October 2023)	1a
St. Isidore Approved Application (May 24, 2023)	42a

VOLUME 2

Statewide Virtual Charter School Board Special Meeting Approved Minutes (June 5, 2023)	465a
Oklahoma Statewide Virtual Charter School Board Virtual Charter School Authorization and Oversight Process Manual	470a
Appendix C. Routine Year-Round Compliance Review	510a
Appendix E. Performance Framework for Alternative Education Sites	515a
Appendix F. School Website Compliance Checklist	517a
Appendix H. Charter Contract Template.....	519a
Appendix I. Oklahoma Statutes	557a
Appendix J. Title 777 Statewide Virtual Charter School Board Administrative Rules	652a
Intervenor St. Isidore of Seville Catholic Virtual School’s Brief in Response to Petitioner’s Application and Petition (November 21, 2023).....	801a

APPENDIX TABLE OF CONTENTS (Cont.)

Draft Minutes - Statewide Charter School Board
Special Meeting (August 12, 2024) 825a

Petitioner’s Brief in Support of Application to
Assume Original Jurisdiction and Petition
for Writ of Mandamus and Declaratory
Judgment (October 20, 2023)..... 832a

**CONTRACT WITH ST. ISIDORE OF SEVILLE
FOR CHARTER SCHOOL SPONSORSHIP
(SIGNED OCTOBER 2023)**

This Contract between the Oklahoma Statewide Virtual Charter School Board and the St. Isidore of Seville Board of Directors, the governing authority of the St. Isidore of Seville Catholic Virtual School (“Charter School”), shall set forth the terms and conditions of the sponsorship of the Charter School and shall constitute the Charter of St. Isidore of Seville Catholic Virtual 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 the St. Isidore of Seville Board of Directors is the governing authority of the St. Isidore of Seville Catholic Virtual School, and its principal place of business is Oklahoma City, Oklahoma; and

1.5 WHEREAS the Charter School is a privately operated religious non-profit organization entitled to Religious Protections (defined below); and

Res.App.2a

1.6 Whereas the Charter School submitted an amended application for initial sponsorship to the Board dated May 24, 2023; and

1.7 WHEREAS the Charter School's authorization application was approved at a regular meeting of the Board on June 5, 2023, in accordance with the requirements of the Charter Schools Act; and

1.8 In consideration of the foregoing, the Parties enter into this 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 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, including without limitation provisions of the Oklahoma Constitution, Oklahoma Charter Schools Act, Oklahoma Governmental Tort Claims Act, federal statutes pertaining to labor and employment, unemployment compensation, and worker's compensation, and laws governing tax withholding and reporting of employee wages, federal and state regulations relating to health, safety, civil rights, and insurance, and any other state, local, or federal law or regulation applicable by its own terms to the Charter School. The parties to this Contract recognize certain rights, exemptions or entitlements are applicable to the Charter School as a religious organization under federal, state, or local law, rules, and regulations, including without limitation the Charter School's rights under the so-called “ministerial exception” and other aspects of the “church autonomy”

doctrine; Article 1, Section 2, of the Constitution of the State of Oklahoma; the Oklahoma Religious Freedom Act; the federal Religious Freedom Restoration Act; and the First Amendment to the Constitution of the United States (the “Religious Protections”). Accordingly, references in this Contract to the Charter School’s compliance with Applicable Law shall be understood to mean compliance in a manner nonetheless consistent with the Charter School’s Religious Protections.

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” means the Statewide Virtual Charter School Board.

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

2.5 “Educational Management Organization” means a for-profit or non-profit organization that receives public funds to provide management, administration and/or educational program implementation services for the Charter School.

2.6 “Extracurricular Activity” means any student activity, club, organization, meeting or event offered by the Charter School or a vendor providing activities to students enrolled in 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.

2.7 “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.

2.8 “Full-Time” shall mean a student is enrolled within the first twenty (20) instructional days of the school’s instructional year through and including the date of administration of the exam, without an enrollment lapse of ten (10) or more consecutive instructional days.

2.9 “Public School” shall mean a school that is free and supported by funds appropriated by the Legislature pursuant to 70 O.S. § 1-106. The Charter School is a privately operated not-for-profit entity operating a school consistent with the terms of this Contract.

3. General Provisions

3.1 Authority. The Charter School is authorized by the Sponsor to operate a statewide virtual charter school that is free and supported by funds appropriated by the Legislature in accordance with the terms and conditions set forth in this Contract and the Applicable Law. Any act by the Charter School or its governing board that is inconsistent with the terms of this Contract or the Applicable Law 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; provided, however, that actions by the Charter School that are inconsistent with Applicable Law but nonetheless within the Charter School’s rights under the Religious Protections shall not be deemed a violation of this Contract.

3.2 Term of the Contract. This Contract shall commence on July 1, 2024, and automatically terminate

on June 30, 2029. 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 Charter School agrees that it will begin operations on or before July 1, 2024.

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 Contract.

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

4.1.2 Change to program of instruction. Any material change to the program of instruction, curriculum and other **services** specified in the Application or this 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 8.8.1 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 school administration facility that is accessible to the public 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/purchase 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. All agreements shall be in the name of the Charter School, approved by the governing board, and signed by the governing board chairperson.

5.2.3 Pricing. Purchases or leases of real property must be for a reasonable amount, taking into consideration the fair market value at the time of purchase for like property.

5.3 Shared Services Agreements. The governing board of the Charter School may enter into shared service agreements with an Oklahoma school to share the services of an administrator, teacher, or

support service provider, to share equipment or facilities, and/or to share duties or responsibilities required by of the state.

5.3.1 Sponsor Approval. Shared service agreements shall be effective only after approval by the Sponsor and such agreements shall be subject to change or termination by the Sponsor.

5.3.2 Duration. The duration of a shared service agreement shall be for a term of one (1) year and notice of intent of a participating school to withdraw from the shared service agreement must be given no later than March 15 for the ensuing school year. The agreements may be extended for one (1) year terms upon agreement by the parties and submission to the Sponsor annually for approval. The agreement shall also set forth a termination clause allowing either party to terminate the contract.

5.3.3 Specificity requirement. Shared service agreements shall not be blanket agreements for all services, but shall be separate, individualized, and specific agreements for each service/position/duty/equipment/facility sought to be shared.

5.3.4 Proportional responsibility. Shared service agreements shall specifically set forth the financial responsibility of each party, and specific payment terms. Payment for shared services shall be paid by each school in a proportionate manner, without

Res.App.9a

reimbursement, except as set forth in section 5.3.6.

5.3.5 Calculation. The method of calculating the proportional share to be paid by each school shall be included in the agreement. If the calculation is based upon an enrollment count report that is updated on a recurring basis, the initial report shall be attached to the agreement, and the subsequent reports shall be made available to the Sponsor upon request.

5.3.5.1 The shared service calculation shall be based on the separate student enrollment numbers for each participating school.

5.3.6 Reimbursement. Reimbursement shall only be allowed for equipment, testing sites, and utilities such as electrical, water, etc. that are unable to be invoiced separately. Reimbursement payments shall be paid on a quarterly basis, at a minimum.

5.3.7 Ownership. For agreements to share property or tangible items, the agreement shall be specific as to ownership and methods to be employed for disposing of property upon partial or complete termination of the agreement.

5.3.8 Benefits. For agreements to share personnel, the agreements shall account for how employees' benefits shall be paid proportionally by each party.

5.3.9 Certain agreements not allowed. Educational Management Organization contracts shall not be a shared service.

5.3.10 Out-of-state. The Charter School shall not enter into shared service agreements with school districts in states other than Oklahoma.

5.3.11 Governing boards. The governing boards of the two schools utilizing shared services must be made up of entirely different members.

5.3.12 Employment contracts. Employment contracts for Charter School employees that will provide shared services shall include provisions for proportional compensation and all related information.

6. Charter School Management and Administration

6.1 Governing Board. The governing board of the Charter School shall be responsible for the policies and operational decisions of the Charter School.

6.1.1 Members. The governing board of the Charter School shall have no less than five (5) members. One (1) of the members shall be a parent, grandparent, or legal guardian of a student currently or previously enrolled in the Charter School. New members of the governing board shall be selected by an interview process conducted by the governing board. Any governing board member serving on more than one governing board shall abstain from voting on shared services

Res.App.11a

between the virtual charter school and any other school they serve as a governing board member.

- 6.1.2 Terms.** The members of the governing board of the Charter School shall have specific terms of service set forth in its by-laws.
- 6.1.3 Residence.** A majority of the governing board members shall be residents of the State of Oklahoma.
- 6.1.4 Meetings.** The governing board shall meet no less than quarterly in a public meeting, in a location within the State of Oklahoma.
- 6.1.5 Notification of changes.** The Charter School shall notify the Sponsor of any changes in the governing board 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 board, and any changes thereto within five (5) business days of the election, appointment, or resignation.
- 6.1.6 Conflicts of interest.** The governing board of the Charter School and the governing board of the Sponsor 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. § 5124.
- 6.1.7 Confidentiality of student records.** The Charter School shall comply with all provisions 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”).

6.1.8 Instruction and Continuing Education.

The members of the governing board 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 5110.1.

6.2 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.

6.2.1 The individual tasked with primary financial responsibility, such as the Chief Financial Officer or Treasurer for the Charter School, shall be separate and apart from any Educational Management Organization, regardless of title.

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

6.4 Educational Management Organization. The governing board may contract with an Educational Management Organization but must retain oversight authority over the Charter School. If the governing board contracts with or otherwise utilizes

an Educational Management Organization, the governing board agrees to abide by the following:

- 6.4.1** The relationship of the Charter School and an Educational Management Organization is that of a customer and vendor contractor. As such, the Charter School and the Educational Management Organization shall be separate entities in all aspects, including but not limited to staffing, organizational management, financial, operations, etc.
- 6.4.2** Charter School employees shall not report to the Educational Management Organization or an employee of the Educational Management Organization. Charter School employees paid with public dollars shall report to the Superintendent of the Charter School, who reports to the governing board. Employees that report to the Educational Management Organization shall be employees of the Educational Management Organization.
- 6.4.3** All funds utilized to operate the Charter School, including but not limited to paying Charter School employees, providing curriculum, technology, supplies, and/or Extracurricular Activities to students shall be maintained in Charter School accounts and controlled by Charter School employees.
- 6.4.4** The governing board shall require the Educational Management Organization to report accurate, itemized expenditure information for the goods and services provided by the

Educational Management Organization to the Charter School.

- 6.4.5 All fees charged by the Educational Management Organization shall be clearly stated in the contract with the governing board.
- 6.4.6 The governing board shall conduct an annual evaluation of the Educational Management Organization and an annual review of the Educational Management Organization's operating agreement, and such evaluation and review shall include an annual contract compliance audit. The governing board shall provide the Sponsor with a copy of the annual review.
- 6.4.7 The governing board shall have access to Educational Management Organization records necessary to overseeing the Educational Management Organization contract.
- 6.4.8 An employee of the Educational Management Organization for the Charter School shall not sit on the governing board of the Charter School.

7. Funding, Management, and Reporting

7.1 Financial Management. 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. The Charter School shall comply with requests for appropriations, recording, reporting receipt, and expenditures of public funds under state and federal statutes and regulations. 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 that apply 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 and governing board shall promptly provide access to any and all records as requested by the Sponsor, the State Auditor and Inspector, the State Department of Education, or any other entity allowed by law to request and obtain records.

7.7 Calculation of state aid. State aid funding shall be calculated and disbursed in accordance with the provisions of the Oklahoma Charter Schools Act, accompanying statutes and regulations of the 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 regula-

tions. 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 may charge not more than three percent (3%) of the State Aid allocation for administrative services rendered. The Sponsor shall provide Financial Records documenting state funds charged for administrative services for the previous year to the State Department of Education. 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 State Department of Education 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.

7.8.2 Any fees collected by a vendor of the Charter School shall be calculated on the actual amount of state funding received by the Charter School after the Sponsor has charged its oversight fee.

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, with the exception of reimbursement funds pursuant to a shared service agreement as set forth in section 5.3 and the corresponding sub-sections. Public funds must stay in public charter school account until a sufficiently itemized invoice or bill is paid. 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. Records shall be promptly provided to the Sponsor upon request.

7.9.1 Spending Limitations. The Charter School shall be subject to spending limitations, including but not limited to Oklahoma Constitution provisions on spending funds from the state, whether received through the State Department of Education or other source.

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, budgeting, recordkeeping, admissions, employment, reporting, auditing, policies, and operational decisions 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 board, 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. 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. The Charter School shall not receive state aid funding for students that are not enrolled as a Full-Time student of the Charter School.

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. The Charter School shall use the Oklahoma Cost Accounting System ("OCAS") 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. The Charter school shall comply with all provisions of the School District Transparency Act. If the Charter School utilizes an Educational Management Organization, the expenditures of the Educational Management Organization must be reported through the OCAS system.

Financial reporting by the Charter School and the Educational Management Organization shall be itemized by actual costs, and not based on estimates or prorated amounts.

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]."

7.13.2 Supporting documentation. The governing board must also provide to the Sponsor all supporting documentation for all expenditures upon request, including but not limited to an itemized invoice clearly describing the item or service purchased, an encumbrance approved by the governing board, a purchase order, and proof of payment by warrant or check for each expenditure.

7.14 Annual audit. 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 change audit firms, at a minimum, every three (3) years to ensure annual audits are completed by two (2) different firms over the term of the Contract. If the term of the Contract is less than five (5) years, the Charter School shall change audit firms every two (2) years, or otherwise, to ensure annual audits are completed by two (2) different firms over the term of the Contract.

7.14.2 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.

7.14.3 The Charter School shall be subject to compliance audits conducted by the Sponsor at any time during the Contract term.

7.15 Recordkeeping. The Charter School and governing board 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 Charter School records related in any respect to Sponsor oversight or use of public funds including, but not limited to, Financial Records of the Educational Management Organization. The Charter School shall provide any requested access to the Sponsor upon request.

7.17 Financial employees. The Charter School shall employ or contract with an individual tasked with primary financial responsibility, such as a Chief Financial Officer or Treasurer, that regardless of title, works only for the Charter School and is separate and apart from any Educational Management Organization. This individual may be subject to a shared service agreement only if approved by the Sponsor. The Charter School shall employ or contract with its own encumbrance clerk(s) that works only for the Charter School and is separate and apart from any Educational Management Organization. This individual may be subject to a shared service agreement only if approved by the Sponsor.

7.17.1 Access to public funding. Only individuals directly employed by or contracted with the Charter School's governing board shall have access to Charter School bank accounts and any other account that is used for the operation of the school.

7.18 Minimum requirement for financial policy and procedure. The policies and procedures for the Charter School shall include at a minimum:

Res.App.23a

- i. An explanation of the specific OCAS compliant accounting system used for the school.
- ii. An explanation of the responsibilities of the chief financial officer, other financial employees, and the encumbrance clerk(s).
- iii. An explanation of the purchasing process, including but not limited to the procedure from open to close of purchase orders, explaining what documentation is to be kept on file, what software systems are to be used, which employees are responsible at each point in the process, and what potential consequences would come to employees in violation of the policy.
- iv. A requirement that the encumbrance clerk must have all supporting documentation on file for purchase orders and invoices, based on the expenditure/procurement procedures approved by the governing board, prior to issuing payment.
- v. A policy for purchase order change orders indicating a threshold amount that may be approved by the Superintendent or designee and those that would require governing board approval.
- vi. An explanation of the payroll procedure process, including but not limited to an explanation of the calculation of payroll from the shared services employees, how the revenue will be allocated from the school's general fund to be ultimately paid out to employees, what documentation is to be kept

on file by the accounting office, and what potential consequences would come to employees in violation of the policy.

- vii. An explanation of the calculation of student enrollment numbers that are used to calculate payroll for employees subject to shared service agreements.
- viii. A requirement that changes to the policy(ies) must be approved by the governing board of the Charter School.

8. Compliance with the Oklahoma Charter Schools Act

8.1 General. The Charter School agrees to comply with all Applicable Law.

8.2 Affiliation. The parties acknowledge and agree that if the Charter School is a religious nonprofit organization, it has the right to freely exercise its religious beliefs and practices consistent with its Religious Protections. If, on the other hand, the Charter School is not a religious nonprofit organization entitled to the Religious Protections, it shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.

8.3 Accountability and assessment. The Charter School shall comply with all federal and state statutes and regulations pertaining to accountability and assessment of its 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. 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. The Sponsor shall evaluate the

Charter School under the Performance Framework annually and present results of the evaluation to the governing board of the Charter School and the governing board of the Sponsor in an open meeting.

8.4.1 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. If the Performance Framework evaluation reveals weaknesses, concerns, violations, or deficiencies regarding the Charter School during any school year during the term of this Contract, the Sponsor may require the Charter School to submit to the Sponsor a corrective action plan and corresponding timeline to be implemented during the following school year. The corrective action plan shall be incorporated into the terms of this Contract, and the Charter School shall implement the plan for any school years remaining during the terms of the Contract, provided that approval of the corrective action plan shall not be construed as a waiver of any rights of the parties to terminate or not renew the Contract. If the Charter Schools fails to substantially complete the corrective action plan, the Sponsor may choose not to renew the Contract.

8.6 Students with disabilities. 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. § 794, 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 Admission, attendance, and enrollment. 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.

8.8.1 Tuition and fees. The Charter School shall be as equally free and open to all students as a traditional Public School. 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 board 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.

8.8.2 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.

8.8.3 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 the Charter School.

8.8.4 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.

8.8.5 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.

8.8.5.1 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.

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

8.8.7 Transcripts. The Charter School agrees to transcript for each student, at a minimum, the Full-Time online courses the student is enrolled in per semester, all grades or incomplete grades received, grade-point averages, and/or class rank.

8.9 School year. 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.

8.10 Student conduct and discipline. 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.

8.11 Employees. The Charter School shall ensure that employment of the Charter School's personnel is conducted in accordance with all Applicable Law. In addition, the Charter School shall ensure that employment is conducted in accordance with the Charter School's personnel policies and procedures.

8.11.1 Oklahoma Teachers' Retirement System. 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.

8.11.2 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 Pt 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.

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

8.11.4 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.

8.11.5 Background checks. The Charter School shall comply with the provisions of state law

pertaining to background checks of school district employees.

8.12 Open Meeting Act and Open Records Act. The Charter School and its governing board 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.*

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

8.14 Disposition of property. 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 be retained by the Sponsor consistent with state law, 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.

8.15 Inspection. The Charter School agrees to permit inspections of the Charter School by the Sponsor, State Department of Education, and the State Auditor and Inspector 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.

8.16 Role of the Sponsor. The Statewide Virtual Charter School Board shall authorize, oversee, and sponsor the Charter School.

8.16.1 Duties of the Sponsor. The Sponsor shall oversee operations of the Charter School and establish rules, policies, and procedures required to operate statewide virtual charter schools and ensure free appropriate public education and related services are provided to virtual charter students across the state in a safe, consistent, effective, and appropriate manner. The Sponsor shall also comply with its specific responsibilities provided in the Charter School Act.

8.16.2 Operation of the Sponsor. The Sponsor shall comply with the policies and procedures codified in Title 777 of the Oklahoma Administrative Code.

9. Assumption of Liability

9.1 Liability. 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. 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.

All modifications or amendments to the Contract shall require valid written approval by a majority of both the governing board of the Charter School and of the Sponsor. The modification or amendment shall be documented in writing and include the minutes of the governing 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 Applicable Law, the terms of this Contract shall be deemed superseded by the conflicting Applicable Law; provided, however, that if the Charter School is a religious nonprofit organization, the Charter School shall be entitled to its Religious Protections even when in conflict with the Applicable Law.

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 repre-

sentations, 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. The Charter School shall promptly notify the Sponsor if any adverse action such as litigation, audits, criminal investigations, or claims against teachers, etc., material finding of noncompliance, or pending action, claim, or proceeding arises relating to the Charter School or an Educational Management Organization or a Charter Management Organization that have contracted with the Charter School. In the event the Charter School and/or its governing board 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 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 board. 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: St. Isidore of Seville Catholic Virtual School 7501 NW Expressway Oklahoma City, OK 73132

Notice to the Sponsor: Statewide Virtual Charter School Board 2501 N. Lincoln Blvd., Suite 301 Oklahoma City, OK 73105

11.9 Incorporation. The Charter School's Application for Sponsorship and accompanying documents approved by the Board on June 5, 2023, 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 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 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 board 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 no governing board member, school staff member, or contractor/vendor shall receive pecuniary gain beyond negotiated transaction, incidental or otherwise, from

the earnings of the school or the Educational Management organization.

12.6 The Charter School warrants that it and its governing board have not and shall not make any attempt to levy taxes or issue bonds except as may be allowed by law.

12.7 Other than the case styled *OKPLAC, Inc., d/b/a Oklahoma Parent Legislative Action Committee, et al., v. Statewide Virtual Charter School Board, et al.*, Case No. CV-2023-1857 in the District Court for Oklahoma County, State of Oklahoma, the Charter School warrants that it is aware of no other 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 board of the Charter School or the ability of the parties to discharge their duties under this Contract.

12.8 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

/s/ Mr. Brian Bobek

Vice Chairperson

Statewide Virtual Charter School Board

Governing Board of Charter School

/s/ Michael Scaperlanda

Chairperson

St. Isidore of Seville Catholic Virtual School

Res.App.40a

10/16/2023
Date

/s/ Dr. Scott Strawn
Member
Statewide Virtual Charter School Board

10/15/2023
Date

/s/ Ms. Nellie Tayloe Sanders
Member
Statewide Virtual Charter School Board

10/16/2023
Date

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 board of the Charter School or the ability of the parties to discharge their duties under this Contract.

12.8 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

/s/ Mr. Brian Bobek

Res.App.41a

Vice Chairperson
Statewide Virtual Charter School Board
Governing Board of Charter School

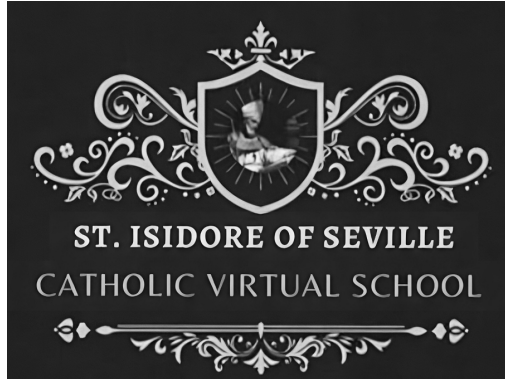
/s/ Michael Scaperlanda
Chairperson
St. Isidore of Seville Catholic Virtual School

/s/ Dr. Scott Strawn
Member
Statewide Virtual Charter School Board

/s/ Ms. Nellie Tayloe Sanders
Member
Statewide Virtual Charter School Board

10/13/2023
Date

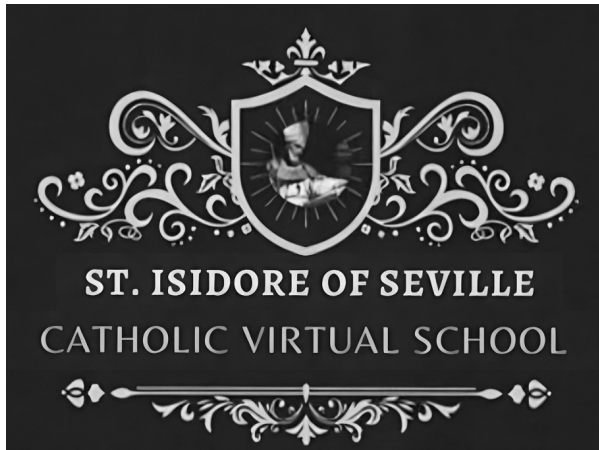
**ST. ISIDORE APPROVED APPLICATION
(MAY 24, 2023)**



- 1 Revisions
- 2 Section 1: Cover Page
- 3 Section 2: Cover Letter
- 4 Section 3: Table of Contents
- 5 Section 4: Virtual Charter School Training
- 6 Section 5: Justification for Application
- 7 Section 6: Foundational Development for
Proposed Charter School
- 8 Section 7: Organizational Capacity
- 9 Section 8: Financial Management
- 10 Section 9: Education Program and Performance
- 11 Section 10: Growth Plan
- 12 Section 11: Archdiocesan Charter History
- 13 Section 12: Statements of Assurances
- 14 Section 13: Appendices

Res.App.43a

- 15 Section 13: Appendix A: Training Certificate
- 16 Section 13: Appendix B: Pre-opening Requirements
- 17 Section 13: Appendix C: Faculty Handbook
- 18 Section 13: Appendix D: Enrollment Charts
- 19 Section 13: Appendix E: School Calendar
- 20 Section 13: Appendix F: Governing Board Documents
- 21 Section 13: Appendix G: Start-up Plan
- 22 Section 13: Appendix H: Budget Documents
- 23 Section 13: Appendix I: Arch OKC Letter of Support
- 24 Section 13: Appendix J: OCCSAA/OPSAC Accreditation
- 25 Section 13: Appendix K: Organization Chart
- 26 Section 13: Appendix L: In-Year Professional Dev. Calendar
- 27 Section 13: Appendix M: Tax Exempt Status/ IRS Letter
- 28 Section 13: Appendix N: Attorney General Opinion, Dec 1, 2022



Charter Application Revisions

05/24/2023

The following is the specific information requested by the State Virtual Charter Board in order to resubmit application for a charter on May 25, 2023. The information below is also included in the application in the various sections in which it applies.

- 1. Lack of detail regarding the proposed school's special education plan, specifically its programs, services, and legal compliance. This can be found in Section 9 of the application.**

Special Education

Support for diverse learners

Students enrolled in St. Isidore of Seville Catholic Virtual School Board will receive a Free and Appropriate Public Education in the Least Restrictive Environ-

ment to the maximum extent possible through a virtual education program.

Child Find

The Individuals with Disabilities Education Act (IDEA) 20 U.S.C. § 1412(a)(5)(A) states, to the maximum extent appropriate, all students with disabilities, 3 through 21 years of age, are to be educated with age-appropriate peers, both with and without disabilities. This process is known as the least restrictive environment (LRE). The LRE is the appropriate balance of settings and services to meet the student's individual needs. The Local Education Agency (LEA) must have an array of services and a continuum of alternative placements/educational setting options available to meet the individual LRE needs of each student (34 C.F.R. §§ 300.114 and 300.115). An appropriate LRE is one that enables the student to make reasonable gains toward goals identified in an Individualized Education Program (IEP). The student's IEP must indicate the individualized LRE placement. The IEP team must consider to what extent, if any, the student will or will not participate in the general education classroom environment, the general education curriculum, and extracurricular or other nonacademic activities. This provision includes students with disabilities placed in public or private institutions or other care facilities by the IEP team. Special classes, separate day school, and other removals of a student with a disability from the general education environment may occur only when the nature or severity of the disability is such that education in the general education class, even with the use of supplementary aids and services, cannot be achieved satisfactorily. Child

Find, Least Restrictive Environment, OSDE Handbook
pg. 182

Students who may not be performing in line with expected outcomes from the Archdiocesan Standards and Benchmarks which meet or exceed Oklahoma Standards and Benchmarks may be referred to the Student Support Team (SST) consisting of general education teachers, special education staff, and school administrators for review of data as screening of possible learning difficulties. A variety of methods may be used to screen students, including performance-based assessments, curriculum-based measures, daily classroom work, observations, developmental achievements, and kindergarten readiness measures, all of which are assessments or activities that would be given to all students. If through the screening, a student is identified as possibly having a disability or in need of special education services, parents may be asked for their consent to evaluate their child. Special education referrals for evaluation may be made by the parent for a variety of reasons, including but not limited to academic and/or behavioral concerns. Students referred must be assessed within 45 days.

Multi-Tier System of Support (MTSS) Plan

St. Isidore of Seville Catholic Virtual School will implement comprehensive coordinated services and activities that provide educational and behavioral evaluations, services, and support. These services may include professional development for teachers and other staff, enabling them to deliver scientific research based academic and behavioral interventions. This may include scientifically based literacy instruction, and where appropriate, training on the use

of adaptive and instructional software. Research based curriculum resources will be used and best practice in instructional strategies employed.

Students may be referred for special education evaluation by their parent/guardian, teacher, or the Student Support Team (SST). The team, consisting of general education teachers, special education staff, and school administrators will regularly review data on students that are not progressing as expected. The SST will consult with the parent/guardians and address struggling students' needs through the Multi-Tier System of Support (MTSS) which includes the Response to Instruction and Intervention (Rtll) process and Positive Behavioral Intervention and Supports (PBIS). The teacher will implement and document interventions and the student's response to interventions. If a student is referred for an evaluation, the students' response to MTSS efforts are used as one data metric in the determination of special education eligibility. These interventions will not be used to delay or deny a parent/guardian-requested special education evaluation. A student's eligibility for special education and related services will be determined through assessments administered by a school psychologist, classroom data, review of records and parent and teacher input.

St. Isidore of Seville Catholic Virtual School may employ a school psychologist, or contract with a specialist to evaluate students for services. Parents may also secure their own qualified testing specialist to complete their child's evaluation if they choose. Such specialist could include:

Testing Service

Res.App.48a

University Counseling Center
The University of Oklahoma
Goddard Health Center

Address

620 Elm Ave, Ste. 201 Norman Oklahoma

Phone

405-325-2911

Testing Service

University Of Central Oklahoma (UCO)
Learning and Behavior Clinic

Address

301 S. Boulevard Edmond, OK 73034

Phone

Jeremy Medders 405-285-6671

Testing Service

Cathy Reim

Address

13301 S. Pennsylvania Oklahoma City, OK
73170

Phone

405-659-1027

Testing Service

Keys Speech & Hearing Center, OU Health
Sciences Center

Address

825 NE 14th Oklahoma City, OK 73104

Phone

405-271-4214

Testing Service

Reach-Resources & Evaluation for Achievement

Address

6033 Heirwich Manor Oklahoma City, OK 73132

Phone

Kim Dixon 405-722-3062

Testing Service

Paula Stanford — Learning Styles

Address

6520 N. Western, Suite 101
Oklahoma City, OK 73116

Phone

405-524-4610

Testing Service

Child Study Center, OU-HSC

Address

1100 NE 13th Oklahoma City, OK 73117

Phone

Darlene Harris 405-271-6824

Testing Service

Dr. Leslie Rundell

Address

Lakeshore Tower 4301 NW 63rd St., Suite
102 Oklahoma City, OK 73116

Phone

405-848-2511

Testing Service

Encouraging Words Speech, Dyslexia

Address

2949 W Hefner Rd Oklahoma City, OK 73120

Phone

Laura Gautreaux 405-578-4442

Testing Service

Elite Therapy

Address

1505 Renaissance Blvd. Edmond, OK 73013

Phone

Dr. Miracle Goetz 405-340-7056

Testing Service

Dr. Sharon Mullins

Address

2000 E 15th St Edmond, OK 73013

Phone

405-330-8733

Testing Service

Speech & Hearing Associates

Address

2500 S. Broadway #200 Edmond, OK 73013

Phone

Res.App.51a

Linda Elliott 405-340-7056

Testing Service

Speech & Hearing Associates

Address

2500 S. Broadway #200 Edmond, OK 73013

Phone

Linda Elliott 405-340-7056

Testing Service

Tulsa Developmental Pediatrics & Center for
Family Psychology

Address

4520 S. Harvard, Ste. 200 Tulsa, OK 74132

Phone

Marie Conley 918-743-3224

Testing Service

Tulsa Ritecare Childhood Language Clinic

Address

9525 E 51st, #6 Tulsa, OK 74101

Phone

918-622-7064

Testing Service

McAlester Rite care Clinic

Address

305 N. 2nd Street McAlester, OK 74501

Phone

918-426-2300

Testing Service

Oklahoma State University
Speech Language Hearing Clinic
(Sponsored by Ritecare: Guthrie Scottish
Rite Masons)

Address

Stillwater

Phone

Lisa Ashley, M.Ed. CCC-SLP

Testing Service

Heartspring-Testing for Autism

Address

8700 E. 29th St. North Wichita, KS 76226

Phone

800-835-1043

Testing Service

Southern Methodist University Diagnostic
Center For Dyslexia & Related Disorders

Address

5236 Tennyson Parkway, Bldg. 4, Suite 108
Plano, TX 75024

Phone

Helen Macik 214-768-7323

Testing Service

Cornerstone Behavioral Health

Address

1212 S. Air Depot, Ste 9 Midwest City, OK
73110

Phone

405-455-6868

Testing Service

Oklahoma Pediatric Therapy Center

Address

1817 Commons Circle Ste A, Yukon, OK 73099

Phone

405-467-6782

Students determined in need of an itinerant or supplemental level of support will access the general education curriculum with accommodations and modifications as outlined in their IEP in the general education classroom with their typical peers. Special education and general education teachers will collaborate to make necessary accommodations and modifications. Students may receive more intense instruction in small groups (with or without general education peers) or one-on-one instruction and intervention, depending on the specific needs of the student and as described in the student's IEP. Students that qualify for the alternative state assessment, Oklahoma Alternative Assessment Program (OAAP), will utilize a comprehensive program using an alternative curriculum which will include core content, social skills instruction and daily living skills based on individual needs.

Alternative placements are considered when the current educational environment is no longer meeting

the needs of the student and the IEP team determines that a student needs more intensive support and programming than what a virtual program can offer. Alternative placements can include center-based programs, approved private placements and/or home and hospital instruction.

Individualized Disability Education Act (IDEA) & Section 504 Rehabilitation Act

St. Isidore of Seville Catholic Virtual School Board estimates that 20% of the student population will require special education support and services. This estimate is based on a 2% increase on the available data for statewide virtual charter schools taken from the 2021 Oklahoma Virtual Funding Study. Data indicates at the time, 18% of virtual charter students qualified for special education services. (OK Virtual Funding Study p. 35, 2021)

St. Isidore of Seville Catholic Virtual School Board will comply with all applicable State and Federal Laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act (“Section 504”), the Americans with Disabilities Act (“ADA”), the Individuals with Disabilities Education Act (“IDEA”), as well as Oklahoma Special Education Rules to the extent that it does not compromise the religious tenets of the school and the instructional model of the school. The proposed school administrative office will be ADA compliant.

Transfer/New Enrollment with existing IEP or 504

After a student’s application for enrollment has been confirmed, families will be given the opportunity to inform the School if their child has an IEP or 504 Plan. The parent/guardian/adult student may provide

Res.App.55a

a copy of the documents, or the St. Isidore of Seville Catholic Virtual School will request the documents from the previous school.

Upon enrollment, the Student Support Team will review the evaluation report and IEP from the previous school district. After consultation with the parent/guardian/adult student, the school will offer comparable services as outlined in the student's existing IEP. The Student Support Team will be convened within 10 instructional days of obtaining the IEP to adopt or amend the existing IEP. For a student with an existing 504 Plan, we will convene a Student Support Team meeting with the parent/guardian/adult student in a reasonable amount of time, but no later than 30 days after the obtainment of the 504 plan. In addition to being active participants in the IEP and 504 Student Support Team meetings, the parent/guardian/adult student will be provided with a copy of the Procedural Safeguards Notice on a yearly basis at minimum.

Eligibility for special education and related services as a young child shall be determined on the basis of multiple sources of information, including, but not limited to:

- Vision/hearing screening
- Health/medical information
- Adaptive behavior
- Social/emotional status
- General intelligence
- Academic performance (present levels)
- Communication status (speech/language)

functioning)

- Motor abilities
- Developmental history
- Observations of the student during instruction
- Historical review of the student's academic progress
- Interview(s) with parent(s) and teacher(s)
- Assistive Technology (AT)

A medical or health diagnosis does not automatically qualify a student for special education services under IDEA; but a group should consider the data as part of a comprehensive evaluation.

Student Service Team

Once consent is obtained from the parent, a group is formed to carry out the evaluation process. The members of each evaluation group may differ; however, there are specific members and skills that must be represented. Members include:

1. The parents of the student.
2. A general education teacher.
3. The special education Director
4. A special education teacher.
5. At the discretion of the parent or SISCVS, other individuals who have knowledge or special expertise regarding the student, including related services personnel as appropriate; and

Res.App.57a

6. Other qualified professionals, as appropriate.
 - a. Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of students with disabilities.
 - b. Is knowledgeable about the general education curriculum; and
 - c. Is knowledgeable about the availability of resources of the public agency.
 - d. an individual who can interpret the instructional implications of evaluation results, who may also hold another position on the IEP team, such as a teacher.
 - e. At least one contracted person qualified to conduct individual diagnostic examinations of children, such as a school psychologist and/or a speech-language pathologist.

St. Isidore of Seville Catholic Virtual School will employ as possible or contract with professionals in the following categories to secure the necessary testing to determine if special education services are necessary for success:

1. Speech Pathologist
2. Occupational Therapy
3. School Psychologist
4. Vision and Hearing Screening Programs
5. Assistive Device Consultants

Parent Participation

If parent(s) cannot attend scheduled Student Service Team meetings, other methods may be utilized to ensure parent participation, including Zoom, or similar individual or conference telephone calls. Following evaluation and providing special education and related services to your child for the first time with parental consent, meetings may be conducted without a parent in attendance if St. Isidore of Seville Catholic Virtual is unable to convince the parent that they should attend and the school has a record of reasonable attempts to schedule meetings at a mutually agreed on time and place. In these cases, Written Notice to Parents will be used to inform the parents of any group decision and reasons for that decision.

Timeline

Oklahoma has established a 45 school-day timeline. The timeline for conducting the initial evaluation starts upon receipt of written parental consent to conduct the evaluation and ends with the determination of eligibility for special education services. St. Isidore of Seville Catholic Virtual School will abide by the timeline in all but the following instances:

- a) The 45 school-day timeline does not apply to a public agency if: 34 CFR § 300.301.
- b) The parent of the child repeatedly fails or refuses to produce the child for the evaluation; or
- c) If a child enrolls at SISVCS after an evaluation has begun at another district. SISCVS will make every attempt to make

sufficient progress but will petition the parent for a mutually agreeable timeline for completion of eligibility.

The time between eligibility determination and implementation of the individualized education program (IEP) cannot exceed 30 calendar days. The IEP will consist of goals and benchmarks as outlined in the Oklahoma Special Education Handbook. Oklahoma Special Education handbook, 2022

Transitions in Education

Early childhood

Students discovered through Sooner Start and/or other child find systems transferring into the Kindergarten of St. Isidore of Seville Catholic Virtual School will:

1. Conduct an annual IEP Review Meeting and address the following areas:
 - a. Whether the student's annual goals have been achieved up to the point of transition, including those for related services necessary for elementary transition
 - b. Whether there is any lack of expected progress toward annual goals or in the general education curriculum as appropriate to grade level
 - c. Whether any additional assessments are necessary and to address the results of those conducted with an update to the IEP
 - d. Gather additional information about the student provided by the parent

Res.App.60a

- e. The student's anticipated needs in the upcoming grade level
- f. Continue to monitor the continuing eligibility of the student based on an evaluation or review of a variety of data, which may include formal or informal assessment, progress toward IEP goals and when applicable benchmarks/objectives.

Intermediate Grades

As students transition into grades 3-5, it is imperative that students understand that the power to learn lies within them and that it is only a matter of finding the right strategies to ensure their success. This can be accomplished in several ways:

1. Conduct an annual IEP Review Meeting and address the following areas:
 - a. Whether the student's annual goals have been achieved up to the point of transition, including those for related services necessary for elementary transition
 - b. Whether there is any lack of expected progress toward annual goals or in the general education curriculum as appropriate to grade level
 - c. Whether any additional assessments are necessary and to address the results of those conducted with an update to the IEP
 - d. Gather additional information about the student provided by the parent
 - e. The student's anticipated needs in the upcoming grade level

Res.App.61a

- f. Continue to monitor the continuing eligibility of the student based on an evaluation or review of a variety of data, which may include formal or informal assessment, progress toward IEP goals and when applicable benchmarks/objectives.
- 2. Beginning of the year onboarding process (can be revisited after long breaks during the year)
 - a. Managing the collaborative process within the Google Suite
 - i. What is respectful discourse?
 - ii. How do we support our fellow classmates in a positive way?
 - iii. Understanding the Citing Process; giving credit where credit is due
 - b. Managing a synchronous and asynchronous schedule
 - i. How to plan the day and stick to it
 - ii. Understanding the concept of time; using alarms
 - c. Understanding that we are created for the good and in turn we give the good in what we do, the virtues of industriousness, kindness, perseverance, understanding, justice, fairness.
 - i. Turning in quality work: What is quality for them?
 - ii. Being prepared for class in dress, attitude, and course preparations
 - iii. Being a good classmate for others

Middle School

Students on an IEP transitioning from a self-contained classroom into a departmentalized middle school program will follow the process below in order to ensure that supports are in place to assist in a successful transition to the next level of education.

1. Conduct an annual IEP Review Meeting and will address the following areas:

- a. Whether the student's annual goals have been achieved up to the point of transition, including those for related services necessary for elementary transition
- b. Whether there is any lack of expected progress toward annual goals or in the general education curriculum as appropriate to grade level
- c. Whether any additional assessments are necessary and to address the results of those conducted with an update to the IEP
- d. Gather additional information about the student provided by the parent;
- e. The student's anticipated needs in the upcoming grade level
- f. Continue to monitor the continuing eligibility of the student based on an evaluation or review of a variety of data, which may include formal or informal assessment, progress toward IEP goals and when applicable benchmarks/objectives.

2. Beginning of the year onboarding process (can be revisited after long breaks during the year)

Res.App.63a

- a. Managing the collaborative process within the Google Suite.
 - i. What is respectful discourse?
 - ii. How do we support our fellow classmates in a positive way?
 - iii. Understanding the Citing Process; giving credit where credit is due
 - b. Managing a synchronous and asynchronous schedule
 - i. How to plan the day and stick to it
 - ii. Understanding the concept of time; using alarms
 - c. Understanding that we are created for the good and in turn we give the good in what we do, the virtues of industriousness, kindness, perseverance, understanding, justice, fairness.
 - i. Turning in quality work: What is quality for them?
 - ii. Being prepared for class in dress, attitude, and course preparations
 - iii. Being a good classmate for others
3. Multiple Intelligence Assessment for all students—
- a. Where are their natural strengths?
 - b. What is a weakness that can be developed?
 - c. College and career coursework designed to highlight various careers, professionals in those careers, and skills needed to develop this interest.

High School

Students on an IEP transitioning from middle school to the high school program will follow the process below in order to ensure that supports are in place to assist in a successful transition to the next level of education.

1. Conduct an annual IEP Review Meeting and will address the following areas:
 - a. Whether the student's annual goals have been achieved up to the point of transition, including those for related services necessary for elementary transition
 - b. Whether there is any lack of expected progress toward annual goals or in the general education curriculum as appropriate to grade level
 - c. Whether any additional assessments are necessary and to address the results of those conducted with an update to the IEP
 - d. Gather additional information about the student provided by the parent.
 - e. The student's anticipated needs in the upcoming grade level
 - f. Continue to monitor the continuing eligibility of the student based on an evaluation or review of a variety of data, which may include formal or informal assessment, progress toward IEP goals and when applicable benchmarks/objectives.
2. Beginning of the year onboarding process (can be revisited after long breaks during the year)

Res.App.65a

- a. Managing the collaborative process within the Google Suite.
 - i. What is respectful discourse?
 - ii. How do we support our fellow classmates in a positive way?
 - iii. Understanding the Citing Process; giving credit where credit is due
- b. Managing a synchronous and asynchronous schedule
 - i. How to plan the day and stick to it
 - ii. Understanding the concept of time; using alarms
- c. Understanding that we are created for the good and in turn we give the good in what we do, the virtues of industriousness, kindness, perseverance, understanding, justice, fairness,
 - i. Turning in quality work: What is quality for them?
 - ii. Being prepared for class in dress, attitude, and course preparations
 - iii. Being a good classmate for others

3. Multiple Intelligence Assessment for all students—

- a. Where are their natural strengths?
- b. What is a weakness that can be developed?
- c. College and career coursework designed to highlight various careers, profession-

als in those careers, and skills needed to develop this interest.

Post Secondary

St. Isidore of Seville Catholic Virtual School will assist high school students on an IEP in the transition process from high school to post-secondary school environments utilizing the Oklahoma Secondary Transition Guide along with other college and career readiness resources to offer them potential options that will support their dignity as a person of God and help them realize their talents and skills.

1. Conduct an annual IEP Review Meeting and will address the following areas:

- a. Whether the student's annual goals have been achieved up to the point of transition, including those for related services necessary for elementary transition
- b. Whether there is any lack of expected progress toward annual goals or in the general education curriculum as appropriate to grade level
- c. Whether any additional assessments are necessary and to address the results of those conducted with an update to the IEP
- d. Gather additional information about the student provided by the parent;
- e. The student's anticipated needs in the upcoming grade level
- f. Continue to monitor the continuing eligibility of the student based on an evaluation or review of a variety of data, which may

Res.App.67a

include formal or informal assessment, progress toward IEP goals and when applicable benchmarks/objectives.

3. Multiple Intelligence Assessment for all students—

- a. Where are their natural strengths?
- b. What is a weakness that can be developed?
- c. College and career coursework designed to highlight various careers, professionals in those careers, and skills needed to develop this interest.

Appropriate documentation will be provided to the parents, and all faculty and staff who have the designated approval for notification.

Taxonomy for Transition Programming

Student-Focused Planning

IEP Development
Student participation
Planning Strategies

Family Involvement

Family Training
Family Involvement
Family Empowerment

Student Development

Life Skills Instruction
Career & Vocational Curricula
Structured Work Experience
Assessment
Support Services

Program Structure

Program Philosophy
Program Policy

Strategic Planning
Program Evaluation
Resource Allocation
Human Resource Development

Interagency Collaboration

Collaborative Framework
Collaborative Service Delivery

The Oklahoma Transition Guide, p. 10 provides a good illustration of the processes necessary to assist students transferring into post-secondary education, career, or other life situations. (Oklahoma Transitions Guide)

English Learner support

Evaluations must consider the child's English language skills and ethnic background to ensure that the testing and evaluation will be equitable for children of any race or culture. Tests will be given in the native language or mode of communication that is most likely to give accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is clearly not feasible. Upon enrollment in St. Isidore of Seville Catholic Virtual School, the parent/guardian will complete a Language Preference Form/survey to ensure, to the ability possible, that communication and assessments are delivered in the student/ family's native language.

St. Isidore of Seville Catholic Virtual School will meet the needs of English Language Learners as required by State and Federal law by increasing the English language proficiency (ELP) and academic language proficiency in content-area subject matter. The school will seek to employ teachers with the teaching

Res.App.69a

ESL endorsement and will serve as the English learners' Teacher of Record. The EL teacher-to-student ratio is set at 1:35 in the school budget.

All English Learners in the St. Isidore of Seville Catholic Virtual School will have an English Language Acquisition Plan (ELAP) per state guidance, and the ELAP will be implemented with fidelity by all teachers and staff who work with the student. The ELAP will detail strategies, instructional and assessment accommodations, modifications, goals for the student, and results on the state and local assessment data. The ELAP will be updated annually or earlier if needed to reflect the student's language proficiency growth.

The ELAP will:

- Meet or exceed Oklahoma academic standards for the appropriate grade level of the ELs;
- Include EL instruction delivered by properly certified teachers who hold an Oklahoma ESL endorsement certificate or who are working in conjunction with ESL endorsed teachers;
- Provide equitable access to content for ELs at all language proficiency levels by providing research-based bilingual or sheltered instruction with fidelity; and
- Not limit the enrollment of ELs in any course or academic program for which they would otherwise be eligible.

EL students will be monitored for their progress throughout the school year and assessed annually

using assessments that are recognized by World-Class Instructional Design and Assessment (WIDA). The WIDA Consortium is an educational consortium of state departments of education. Currently, 35 U.S. states and the District of Columbia, as well as Puerto Rico and the Northern Mariana Islands, participate in the WIDA Consortium. WIDA designs and implements proficiency standards and assessments for grade K-12 students who are English-language learners. WIDA is the organizer of the WIDA ACCESS and W-APT English language proficiency assessments. This is a federally mandated test for all EL students. There are no exemptions. Students who meet Oklahoma's exit criteria of at least a 4.8/6.0 on that assessment will be reclassified and exit EL services. Monitoring will continue. It is an Oklahoma mandate that all EL students in grades K-12 take tests appropriate to their grade level. SISCVS will make arrangements with students to take the test at a location near them.

The EL program will be reviewed annually based on local and state data of English Learners and the general student population and other overlapping subgroups such as special education and free and reduced lunch eligible students. The annual review will include looking at data regarding equitable representation, academic achievement, elementary and secondary programming, professional learning and teacher capacity, family engagement, and resource allocation.

Language Instruction Educational Programs are plans for supporting students who qualify as English learners. The descriptions below provide a general overview of common interventions.

Res.App.71a

- Transitional Bilingual Students are taught core content and language fluency in their native language for varying periods of the day with the remainder of time focused on English language acquisition. The goal is to transition students to native English instruction within two to five years with no loss of content instruction. Classes may be self-contained or combined.
- Dual Language or Two-way Immersion Students are taught content and language fluency in two languages. The goal is fluency in two languages, and programs can last the duration of enrollment.
- English as a Second Language (ESL) or English Language Development (ELD) Students are provided supplemental individual or small-group instruction outside the general education classroom (e.g., “pullout” or ESL classes) with no native language support in either setting. Supplemental instruction can target language fluency and core content. The goal is to increase student success in mainstream, non-ESL supported general education classes which ELs should transition to in a reasonable amount of time.
- Newcomer Programs Students new to the U.S. are placed in classes that primarily emphasize English language acquisition. Instruction can be in English or can utilize a student’s native language through a translation application. The goal is to move the student toward English language proficiency as quickly as possible.

- Content Classes with Integrated ESL Support Students are provided core content instruction with no native language support in mainstream classes utilizing integrated ESL strategies (*i.e.*, teachers trained in EL methods, use of EL paraprofessionals, etc.). The goal is to provide appropriate EL support in the general education classroom to the level appropriate for student success.

Limited English Proficient Parents

Notification of Language Assistance Services: Any parent who is limited in speaking, writing, or reading English may request the school to provide access to services such as interpreters and/or translated documents.

Gifted and Talented program

St. Isidore of Seville Catholic Virtual School will recognize and serve those enrolled students who qualify for the Gifted and Talented program at St. Isidore of Seville Catholic Virtual School in accordance with Oklahoma Regulations and Program Approval Standards for Gifted and Talented. (210:15-234 Oklahoma Regulations and Program Approval Standards for Gifted and Talented. Rules and Regulations)

Students will be identified as gifted and talented through a process consistent with 70 O.S.. 1210.301 for the purpose of funding through the gifted educational child count. This process will be nondiscriminatory with respect to race, economic background, national origin or handicapping condition. Parents will be involved in the process the entire time and will have the right to appeal a decision to the SISVCS

Res.App.73a

Board. Either parents or teachers may recommend a student for the program. Students will be assessed utilizing a nationally standardized test of intellectual ability such as the IOWA Assessments or Terra Nova. Students who score in the top three percent (3%) on any nationally standardized test of intellectual ability means a composite, total or full-scale score in the 97th percentile or above, including the standard error of measure as denoted in each nationally standardized test of intellectual ability technical manual, will be nominated the program. Teacher recommendation, student work ethic, and other assessments, may also be considered in addition to the standardized test. (210:15-23-1.2 Oklahoma Regulations and Program Approval Standards for Gifted and Talented. (Rules and Regulations))

Gifted learners may benefit from individualized programming options to ensure appropriate challenge and engagement. SISCVS offers a variety of options to serve gifted and talented students:

- a) Flexible Pacing-based on course availability and the student services team approval, and/or teacher at the elementary and middle school levels
- b) Individualized Instruction
- c) Ongoing Assessment with MAP, Riverside Insights, and/or Beacon, national standardized testing for longitudinal growth data
- d) Proficiency-Based Promotion with qualifying assessment and progress depending on course availability and student services team approval

Res.App.74a

- e) Creative/Academic Competition through the OSSAA, Archdiocese of Oklahoma City, Diocese of Tulsa, online competitions
 - 1) American Mathematical Competitions
 - 2) Archdiocesan Spelling Bee, STREAM EXPO, History Fair
 - 3) Clean Tech Competition
 - 4) Destination Imagination
 - 5) Discovery Education 3M Young Scientist Challenge
 - 6) eCyberMission
 - 7) Kids Philosophy Slam
 - 8) MathCounts
 - 9) Meridian Stories
 - 10) MIT THINK Scholars
 - 11) National Academic Championship
 - 12) National Academic League
 - 13) Science Olympiad
- f) Concurrent enrollment opportunities in high school
- g) Honors classes in high school

Through the placement process, these learners will be provided the most appropriate curriculum, pacing and instructional methodology. Teachers will receive in-service opportunities and CE credit for college coursework for training in order to work with students in areas of need, interest, and ability as related to their gifted and talented designation.

Teachers will work closely with the parent/guardian and the St. Isidore of Seville Catholic Virtual School Student Services team to ensure a steady flow of enrichment activities for students working above grade level and/or within a special interest. Students will further benefit from the advantages of virtual gifted education as they will be able to work at their own pace without the restraints of traditional school classroom pacing. Records of placement decisions and data on all nominated students will be kept on file for a minimum of five years or for as long as needed for educational decisions, while providing strict confidentiality procedures. These records must include, but are not limited to: parent's written permission to test for individual assessments, written parental approval of program placement decisions, a procedure for parents to appeal placement or non-placement decisions (GEP), and individual student test composite score report (210:15-23-2e,f Oklahoma Regulations and Program Approval Standards for Gifted and Talented. Rules and Regulations).

Evaluation of the appropriateness of students' placement in gifted programming shall be ongoing, and written policies for removal from programming must include a procedure for conferencing with parents relative to any change in placement (210:15-23-2f Oklahoma Regulations and Program Approval Standards for Gifted and Talented. Rules and Regulations).

Neurodiverse Learners-Dyslexia, Dysgraphia, Dyscalculia

According to the statistics below taken from the National Center for Education Statistics website, the

most common form of disability falls in areas of specific learning disability.

“15% of students fell into an IDEA category and of that group, 33% had a specific learning disability. A specific learning disability is a disorder in one or more of the basic psychological processes involved in understanding or using spoken or written language that may manifest itself in an imperfect ability to listen, think, speak, read, write, spell, or do mathematical calculations. Thirty-three percent of all students who received special education services had specific learning disabilities, 19 percent had speech or language impairments,² and 15 percent had other health impairments (including having limited strength, vitality, or alertness due to chronic or acute health problems such as a heart condition, tuberculosis, rheumatic fever, nephritis, asthma, sickle cell anemia, hemophilia, epilepsy, lead poisoning, leukemia, or diabetes). Students with autism, developmental delays, intellectual disabilities, and emotional disturbances each accounted for between 5 and 12 percent of students served under IDEA. Students with multiple disabilities, hearing impairments, orthopedic impairments, visual impairments, traumatic brain injuries, and deaf-blindness each accounted for 2 percent or less of those served under IDEA.” COE-Students With Disabilities (ed.gov)

“In fall 2020, the percentage of students served under IDEA who spent 80 percent or more of the school day in general classes was highest for students with speech or language impairments (88 percent). Approximately two-thirds to three-quarters of students with specific learning disabilities (75 percent), developmental delays (69 percent), other health impairments (69 percent), and visual impairments (69 percent) spent 80 percent or more of the school day in general classes. Less than one-third of students with deaf-blindness (28 percent), intellectual disabilities (19 percent), and multiple disabilities (15 percent) spent 80 percent or more of the school day in general classes.” COE-Students with Disabilities (ed.gov)

Reading ability affects every subject taught in school. Catholic schools address this on a regular basis by utilizing strong research-based programs incorporating strong early literacy, phonics, and writing based elements. In reviewing the reading proficiency for all Oklahoma students taking any reading assessment, the 2021-22 proficiency rate is 27.19%. This appears to be an area that St. Isidore of Seville Catholic Virtual School could help in the overall education of Oklahoma children by utilizing the Orton Gillingham approach to reading which addresses the five pillars of reading: Phonemic Awareness, Phonics, Fluency, Vocabulary and Comprehension. Training teachers for the expectation of having these common learning differences and addressing them with strong training programs is the intent of St. Isidore of Seville Catholic Virtual School. (Orton-Gillingham I The Orton-Gillingham Approach,2023)

Res.App.78a

Teacher training in the Science of Reading will be conducted through participation in various programs that are approved through the administration of the school and the Archdiocese of Oklahoma City. Programs used for training will meet the Knowledge and Practice Standards for Teacher of Reading as presented by the International Dyslexia Association. (FINAL KPS FOR PUBLICATION May2018.pdf I Powered by Box.)

Examples of approved programs would be:

- 1) Payne Education Center: Certification Program for Dyslexia Specialist
- 2) Lindamood Bell: LiPs, Seeing Stars, Visualization and Verbalization, Cloud 9
- 3) Neihaus Institute: Neuhaus' structured literacy curriculum, Concepts in Literacy,- Certification Program
- 4) Wilson Foundations
- 5) S.P.I.R.E.:
- 6) Literary First by Catapult: Program Info-
This is not a certification program
- 7) LETRS: Language Essentials for Teachers of Reading and Spelling

The fundamental training in the Structure of Literacy grounded in the Science of Reading is crucial. These components can be found in this image from the International Dyslexia Association Structured Literacy Roadmap (2022)



Structured Literacy

The
"What"

Integrated
Reading/Comprehension ↔ Spelling/Written Expression



The
"How"

Planned, Purposeful
Choice of Instructional Tasks and Text

Grounded in the Science of Reading

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Structured Literacy

The "What": Integrated Reading/Comprehension <>
Spelling/Written Expression

The "How": Planned Purposeful Choice of
Instructional Tasks and Test

Grounded in the Science of Reading

At-risk/Academically Behind Learners According to the Oklahoma Department of Education, Oklahoma children rank 5th in the nation for Adverse Childhood Experiences. Nearly half of all Oklahoma students

have an ACE score of 2 or higher, compared to less than 40% nationwide. More than half of all students in the state are at an economic disadvantage, with 56% of the population in poverty. Over 23 thousand students are homeless, 2,505 students come from foster care, and 199 are labeled as migrants. Over 11% of Oklahoma students have incarcerated parents, compared to just over 7% nationwide. ([sde.ok.gov. Fast Facts,2022](https://sde.ok.gov/FastFacts))

According to the American Psychological Association, all of these factors, and especially socioeconomic status (SES) impacts quality of life, mental and physical health, as well as academic readiness and success. In fact, research tells us that a student's SES is "a statistically significant and strong predictor of learning-related behavior problems" and that these same children enter school with "fewer reading or mathematics skills and less well-developed learning-related behaviors" (Morgan, 2011). According to Aikens & Barbarin (2008), the schools in low-SES communities may not have the necessary resources, and as such, the academic growth of students is impacted. Upon entrance to high school, research has also found that low-SES students enter with as much as a 5-year gap in literacy skills compared to their peers (Reardon, Valentino, Kalogrides, Shores, & Greenberg, 2013).

Virtual schools have an opportunity to serve more at-risk students, and St. Isidore of Seville Catholic Virtual School meets this challenge head-on by providing the flexibility of pacing and schedule to meet their needs. The Changing Landscape of K-12 Education in the US states that virtual schooling is an effective tool for "providing at-risk students with additional remediation," as well as "verifying whether or

not they are accessing those materials regularly and effectively.” Using the SISCVS system, Oklahoma certified teachers will be able to do just that-deliver a remarkably individualized instruction customized to the student’s needs in real time.

- 2. Lack of clarity regarding the proposed school’s pedagogical approach. This can be found in Section 9 of the application.**

Educational Plan:

Curriculum and Instructional Model

Instruction is delivered by the teacher via synchronous and asynchronous using teacher created lessons and utilizing the Archdiocese of Oklahoma City Standards and Benchmarks and research-based curriculum resources as guides in their creation. Archdiocese of Oklahoma City Standards and Benchmarks. See below for additional information.

Teachers teach best when they have prepared their own materials with the appropriate expectations of desired rigor and classroom capability in mind. Teachers will utilize Canvas by Instructure which allows for courses to be designed in a variety of ways. Canvas provides for the upload of videos and pdfs, links to websites, and the importing of info from a variety of curriculum resources. Each teacher will utilize this platform. Assessments can be conducted in a variety of ways as well.

Grade Bands

Grade K-3

Sample Daily Activities

Early Elementary K-3 Sample Activities

Res.App.82a

- Parent/guardian logs into the SISCVS learning system
- SISCVS learning management page will contain lessons for the day and scheduled activities including those activities to be supported by the parent/guardian and teacher.
- Teacher will provide a schedule of online live classes each day for direct instruction.
- Parent/guardian and student read together the assignments and the daily schedule
- Student and parent/guardian organize the materials for the day's lessons and begin typical early elementary activities in three to four subject areas of concentration involving perceptual-motor development, reading individually out loud, listening, reading together out loud, and basic numeracy skill development
- Student and parent/guardian attend periodic synchronous sessions via the web classroom with the teacher of record
- Student participates independently in technology supported learning games served up by the SISCVS System
- Teacher verifies attendance (5.5 hours required daily)
- Teacher and Parent/guardian review progress and teacher modifies SISCVS System's course pacing and supplemental lessons as needed to maximize the learning potential of the student

Grades 4-5

Upper Elementary 4-5 Sample Activities:

- Parent/guardian and student log into SISCVS System
- SISCVS System serves up lessons for the day and scheduled activities including those activities to be supported by the parent /guardian and teacher
- Teacher will provide a schedule of online live classes each day for direct instruction.
- Parent/guardian and student read together the assignments and the daily schedule
- Student and Parent/guardian organize the materials for the day's lessons and begin typical upper elementary activities in four to five subject areas of concentration involving perceptual-motor development, reading individually out loud, listening, reading together out loud, and basic numeracy skill development in addition to science, language development, and foreign language study if assigned.
- Student is introduced to age-appropriate novels and other readings and assigned readings from a reading list of relevant novels
- Student interacts with technology supported learning activities designed to strengthen academic skills at a level determined by computer adaptive academic skill testing to be the appropriate level for the student.

Res.App.84a

- Teacher verifies attendance (5.5 hours required daily)
- Teacher and Parent/guardian review progress and teacher modifies SISCVS System's course pacing and supplemental lessons as needed to maximize the learning potential of the student

Grades 6-8

Middle School 6-8 Sample Activities:

- Parent/guardian and student log into SISCVS System
- SISCVS System serves up lessons for the day and scheduled activities including those activities to be supported by off-line activities and the organization of science experiments to be done in concert with the online science curriculum
- Teacher will provide a schedule of online live classes each day for direct instruction.
- Parent/guardian reviews the days lessons and activities with the student
- Five subject areas are prepared for the day's learning activities
- Student attends synchronous learning sessions present under the direction of the teacher
- Student interacts with others online in the development of group projects and assignments that require peer collaboration to complete

Res.App.85a

- Student interacts with technology supported learning activities designed to strengthen academic skills at a level determined by computer adaptive academic skill testing to be the appropriate level for the student
- Student works independently on skill and knowledge attainment assignments
- Student reviews expected outcomes for the day
- Student takes quizzes and end of unit exams to measure skill mastery and attainment based on the lessons for the day
- Student electronically submits all required written assignments to the teacher
- Teacher verifies attendance (6.75 hours required daily)
- Teacher, student and Parent/guardian review daily progress and teacher modifies SISCVS System's course pacing and supplemental lessons as needed to maximize the learning potential of the student
- Parent/guardian logs into Parent/guardian SISCVS System account to review progress and request assistance if needed
- Teacher meets virtually and by web conference tools with Parent/guardian and
- Student at least every 30 days to review monthly progress, complete required documentation, and provide academic counseling or referrals to appropriate agencies for services as needed

Grades 9-12

High School 9-12 Sample Activities:

- Student logs into SISCVS System
- SISCVS System serves up lessons for the day and scheduled activities including those activities to be supported by off-line activities and the organization of science experiments, readings, written assignments, and synchronous activities to be done in concert with the online curriculum
- Teachers will provide a schedule of online live classes each day for direct instruction.
- Student reviews the daily lessons and activities with the Parent/guardian
- Students review expected outcomes for the day
- Five subject areas are prepared for the day's learning activities
- Student attends synchronous learning sessions present under the direction of the teacher
- Student interacts with others online in the development of group projects and assignments that require peer collaboration to complete
- Student interacts with technology supported learning activities designed to strengthen academic skills at a level determined by computer adaptive academic skill testing to be the appropriate level for the student

Res.App.87a

- Student takes quizzes and end of unit exams to measure skill mastery and attainment based on the lessons for the day
- Student electronically submit all required written assignments to the teacher
- Teacher verifies attendance (6.75 hours required daily), teacher, Student and Parent/guardian review daily progress and teacher modifies SISCVS System's course pacing and supplemental lessons as needed to maximize the learning potential of the student
- Student may participate in interest clubs, student government, and intramural sports
- Student participates in community support activities
- Parent/guardian logs into Parent/guardian SISCVS System account to review progress and request assistance if needed
- Teacher meets virtually and by web conference tools with Parent/guardian and student at least every 30 days to review monthly progress, complete required documentation, and provide academic counseling or referrals to appropriate agencies for services as needed

Some students receive and execute assignments early in the morning on the same rhythm of a traditional school, but many more find their productivity is best in the afternoon or evenings. At the St. Isidore of Seville Catholic Virtual School, students meet according to schedule, but asynchronously

learn at the times convenient to their schedules while ensuring the daily minimum of instructional hours. A weekly schedule follows what is presented in a daily schedule and is consistent over time. The Scope and Sequence of the curriculum drives what and when standards are being taught throughout the academic year.

Learning environment

St. Isidore of Seville Catholic Virtual School will provide live instruction within the SISCVS system and accessed via the students' course dashboard. This synchronous instructional tool is used for one-on-one sessions between teacher and students as well as for collaboration among students. A teacher's virtual office houses a whiteboard, chat room, and webcams to promote collaboration. Additionally, share screen features are controlled by the teacher, and shared documents can be edited simultaneously. Within these meetings, teachers can create "breakout" rooms where collaborative groups can meet to discuss a project or work on content. Guidance for families on establishing conducive work and learning spaces at home will be shared by the classroom teacher.

Teachers will also utilize asynchronous sessions. This is to allow for differentiation to take place for reading, math groups, project coaching, writing feedback sessions, and one-on-one help.

Curriculum overview

St. Isidore of Seville Catholic Virtual School will utilize the standards and benchmarks of the Archdiocese of Oklahoma City Archdiocesan Curricu-

lum Standards and Benchmarks which are a compilation and adaptations of NCTE English and Language Arts Standards, NCTM Math Standards, Next Generation Science Standards, C3 Framework, Common Core, and Oklahoma State Standards, and various diocesan standards from across the country. The school's standards and benchmark curriculum and instructional framework is guided by national best practice and is reviewed and updated every seven years.

- Curriculum resources utilized to meet the standards and benchmarks must be research based, innovative, and rigorous.
- The course of study includes core subjects in Religion, Math, Science, Reading/Literature, English, History/Social Studies, fine arts, world languages, special interest electives and career-focused electives.
- The curriculum design methodology uses principles of Universal Design for Learning, ensuring that both the curriculum and the instructors provide multiple opportunities for engagement, representation, as well as action and expression to ensure that students will spiral with the same topics throughout their career, each time increasing the complexity in order to reinforce previous learning, and also to reteach concepts one-on-one and in small groups to ensure mastery.
- School Graduation Credits will be tracked utilizing FACTS SIS and within the Counseling Department utilizing OSDE

forms. Graduation Requirement Form, OSDE, 2026

- Lab Science for Middle School and High School will be conducted with partnership with local universities or by utilizing a wider net of resources. (Making Science Labs Available Virtually © 2023 Center for Teaching and Learning | Wiley Education Services)
- Course of Study for High School Students meet the Oklahoma graduation requirements and are enhanced by AP and concurrent class options for college credit. Certificate programs through Google, Meta, and Coursera will also be offered to enhance the education of a student wishing to utilize the skills in post secondary education or the workforce.

Instructional Delivery and Resources

Instruction will be driven by teacher created lessons based on materials from research-based curriculum providers. Teachers may enhance or supplement their lessons from a variety of sources. Some of the proposed vendors are listed below, this list is expected to grow as research continues to be done in preparation of a virtual program:

K-5

Teacher Created Lessons Uploaded into Canvas
Research Based Curriculum Resources and Textbooks
Supplemental Resources Educational Apps Direct Instruction
synchronously Small Group Instruction
Asynchronous Instruction

6-8

Teacher Created Lessons Uploaded into Canvas
Research Based Curriculum Resources and Textbooks
Supplemental Resources Educational Apps Direct In-
struction synchronously Small Group Instruction
Asynchronous Instruction CTE Courses within sub-
ject area Summer Credit Recovery

9-12

Teacher Created Lessons Uploaded into Canvas
Research Based Curriculum Resources and Textbooks
Advanced Placement Course Concurrent Courses Cer-
tificate Programs Supplemental Resources Educa-
tional Apps Direct Instruction synchronously Small
Group Instruction Asynchronous

Curriculum Resources

To address the wide range of learners at St. Isidore of Seville Catholic Virtual School, a variety of standards-aligned additional resources are utilized by teachers:

- Researched Based Curriculum/Textbook Publishers: Saavas, HMH, McGraw Hill, Prentice Hall, Memoria Press, Sadlier, Zaner Bloser, and others
- High Quality Literature, Poetry, and Nonfiction Selections
- iReady-an assessment and instruction program for Math and English Language Arts that provides a diagnostic, aligned in-

struction, and teacher resources to help accelerate students toward grade level proficiency and beyond

- BrainPop — an online animated curriculum-based content that is aligned to state standards. It includes videos, games, quizzes, and activities for science, health, writing, reading, social studies, and math.
- DIBELS — provides a battery of short (one minute) fluency measures that can be used for universal screening, benchmark assessment, and progress monitoring in kindergarten — 3rd grade.
- IXL — an interactive online learning solution aligned to state standards that helps teachers personalize instruction through comprehensive curriculum, continuous diagnostics, and guidance for skill building.
- NewsELA — an instructional content platform that provides teachers and students with access to 20+ genres of content to support core instruction, like primary sources, reference texts, essays, fiction, issue overviews, and more at 5 reading levels.
- Reading A-Z — an instructional content platform that provides thousands of downloadable, projectable, printable teacher materials, covering all the skills necessary for effective reading instruction.
- IEW-Institute for Excellence in Writing. Using the four language arts—listening, speaking, reading, and writing—IEW meth-

ods have been proven to be effective for students of all ages and levels of ability, including those who are gifted, have special needs, or are English language learners.

- Delta Science, Carolina University provided lab lessons
- Babbel, Rosetta Stone-World Language programs in addition to teacher guided lessons

All the selected vendors have data available to support the effectiveness of their offerings, and the school's choice of the vendors is based on extensive evaluative information reviewed by The Archdiocese of Oklahoma Director of Education and the Superintendent of Schools for the Diocese of Tulsa in proposing the education program to be offered to the St. Isidore of Seville Catholic Virtual School Board. Each vendor aligns with the instructional methodology of the school by embedding the pedagogy of personalized learning and backward design principles in all courses. These methods are research-based and imperative for the leaders of tomorrow. Small group and individual instruction when warranted builds strong learners.

Instructional Strategies

Teacher-created direct instruction puts students' needs at the forefront of the instructional design, allowing for them to be wholly involved in each aspect of their learning. Instruction will be synchronous and asynchronous in order to meet the needs of all students. Students can progress through the independent aspects of their lessons at different paces based on their rate of mastery, yet the school has grading and progress expectations that all students must meet

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for each term. In the virtual setting, the benefit rests within the flexibility and fluidity for each student's schedule. The daily experience of a St. Isidore of Seville Catholic Virtual School student includes scheduled live instructional sessions, scheduled small group targeted sessions, participation in Socratic discussions to improve a respect for dialogue and the improvement of oral language and critical thinking skills, and 24/7 access to asynchronous course work and supplemental curriculum resources, aligned to Archdiocesan standards that meet or exceed state standards. This student-centered learning approach allows for more active learning, increased comprehension, and responsibility which fosters independence, accountability, and time-management-all critical skills for higher education, the job force of today, and everyday life. Students will also have personalized learning opportunities to help them develop their own learning strategies and be engaged in the learning process by having a voice in the process.

An important addition to individualizing instruction according to student needs is that as students' progress through the digital curriculum asynchronously, the Learning Management System within SISVCS captures the results of short cycle assessments in a color-coded mastery dashboard against state standards, equipping teachers with the immediate data needed to provide targeted synchronous instruction. The St. Isidore of Seville Catholic Virtual School instructional model plans synchronous instruction as a chance to add instructional value above and beyond what is already available in the asynchronous model. Teachers use data to determine which students need one-on-one direct instruction or small learning groups in order to both differentiate and tailor instruc-

tion to students' real-time needs. This is especially effective in remediation situations. In order to support student engagement, peer interactions will be hosted within small and large virtual classroom settings, to ensure individual attention, increased participation, and better communication.

Lastly, instruction is embedded within a Multi-Tiered System of Supports (MTSS/RtII). MTSS/RtII uses assessment, intervention, and targeted instruction to ensure the academic, social, and emotional growth of each child within three tiers-whole group, small group interventions, and individualized support.

Career Readiness and Workforce Development Program:

Oklahoma and the nation face a critical shortage of qualified employees with the skills and training needed to fill available jobs. In February 2021, ACTE reported that 55% of jobs in Oklahoma require skills training — more education than high school but less than a four-year degree; however, only 47% of Oklahoma workers are trained at this level. St. Isidore of Seville Catholic Virtual School career readiness program aims to help to fill these gaps. One way will be by allowing students to participate in professional online certificate programs that build real life skills that transfer to work opportunities after graduation. These skills can help a student to continue their education while working at the same time.

St. Isidore of Seville Catholic Virtual School will offer a comprehensive career readiness program that is an integrated and inclusive approach to student learning that is designed to close the skills, interest, and equity gaps in this evolving, global society. Our

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process will parallel the vision and goal of the Oklahoma Department of Education's Individual Career Academic Plan (ICAP) and House Bill 2155.

In order to achieve this goal, a Career Tech Education (CTE) Coordinator will be hired to formulate and administer a comprehensive CTE program across grades K-12. This includes working collaboratively with families, school leadership, student services personnel, and teachers to ensure the delivery of career development services for all students.

The CTE coordinator and school counselor will work together to develop and strengthen student's postsecondary goals; however, their roles are differentiated through the support and services provided. The school counselor provides all students with counseling that facilitates academic, career and social/emotional development, helping all students develop plans for choosing a career. The school counselor will coordinate with the CTE coordinator to advocate for career readiness opportunities, which are designed to guide students to success in their chosen careers.

The specific CTE programs of study established will be informed by input from the industry needs of the community, as well as the career interests and the location of students in the program.

The CTE coordinator will build partnerships with local industries, postsecondary institutions, and community and student organizations to foster college and career readiness. Partnering with several of the 29 career tech centers around the state, as well as Jobs for America's Graduates, will increase the total

Career Tech enrollments and workforce pipeline for the state of Oklahoma.

Students will have opportunities to work together in real time using digital collaboration tools that are intentionally integrated into the curriculum in order to support both cognitive and non-cognitive skills. St. Isidore of Seville Catholic Virtual School will specialize in the simulation of and/or real world, authentic learning experiences to help students develop key competencies that will allow them to thrive in the workforce. Students will have the opportunity to graduate with workplace experiences, industry recognized credentials and certificates, and/or college credits.

Equipment and Technology Requirements

St. Isidore of Seville Catholic Virtual School will ensure that all students have access to broadband internet to participate in the school program. This may include providing a limited number of Wi-Fi Hotspots to students that live in rural areas with no broadband providers.

All students will be provided with:

- Hardware
 - Chromebooks
 - Earbuds
 - Cellular Hot Spots (upon request/financial need/approval according to school policy)
- Software
 - Chrome OS
 - GoGuardian

All school staff will be provided with:

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- Hardware
 - Windows Laptop
 - External Monitor (upon request/approval)
 - Keyboard (upon request/approval)
 - Mouse (upon request/approval)
 - Headset (upon request/approval)
- Software
 - Microsoft 365 Suite
 - One Drive storage space
 - Business Intelligence (BI) Tools (One or more of the following)
 - Domo
 - PowerBI
 - High Speed Internet Connectivity (School Office Only)
 - Cisco Meraki Hardware (School Office Only)
 - Switches
 - Wireless Access Points
 - Content Filtering
 - Ring Central Telephones (School Office Only)

Students and staff are provided with:

- Software
- Google G-Suite
- Kami

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- Learning Management System (LMS)
 - Instructure Canvas
- Student Information Systems (SIS) — FACTS SIS
- Web Conferencing (One or more of the following)
 - Big Blue Button
 - Zoom
- Communications — FACTS SIS
- Curriculum Resources/ Enhancement (One or more of the following)
 - Accelerate Education
 - StrongMind
 - Raz Kids
 - Moby Max
 - Pear Deck
 - Newsela
 - Gizmos
 - Overdrive
 - Voyager Sopris (Dibels)
 - n2y Unique
 - Amplify
 - Core Knowledge Foundation
 - eDynamic Learning
 - IXL Learning
 - Brain Pop

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- Pearson
 - Memoria Press
 - Tan Books
 - HMH, McGraw Hill,
 - Saavas
 - Shurley English
 - Zaner Bloser
 - Sadlier
 - Math in Focus
 - ☑ Assessments (One or more of the following)
 - Instructure Mastery Connect
 - NWEA MAP
 - iReady
- Assessment Platforms:
- Google
 - Edulastic (Go Guardian product for secure testing)

Alignment with Archdiocesan Standards and Benchmarks

As previously stated, the SISCVS system includes state-of-the-art technology with state-specific reporting components, and full curriculum alignment to meet or exceed state standards. Curriculum vendor coursework is embedded seamlessly within the SISCVS system. The St. Isidore of Seville Catholic Virtual School curriculum team first verifies alignment to the state standards, cross referencing with other vendors to ensure effective coverage. When the verification of

alignment is completed, any gaps are identified immediately, and the St. Isidore of Seville Catholic Virtual School team procures supplementary materials to support mastery of each standard.

Student Assessment (Internal and External)

Plan to measure and report student progress

A strong assessment plan is the cornerstone of any successful instructional program. Each diocesan school implements numerous assessment tools for students and would propose the following for St. Isidore of Seville Catholic Virtual School. In order to verify curricular alignment to mission, standards and benchmarks, ensure instructional efficacy, and monitor student learning, schools must employ a balanced assessment system that includes several types of testing methods to determine what students are learning, how teachers are teaching, and what instructional and curricular decisions must be made with regard to scaffolding, alignment, adjustments, and interventions. In a balanced assessment program, school leaders plan for diagnostic, formative, interim and summative assessments. In this way, assessment results provide identification of students in need of intervention, feedback to teachers about instructional practice, and verification of curricular strengths and weaknesses.

St. Isidore of Seville Catholic Virtual School Assessment System

- Incoming Assessment — All new students will be assessed for learning readiness using Curriculum Based Measure, a computer adaptive, or a nationally normed test. The

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results from this initial assessment will assist teachers in developing a personalized plan for each student using Archdiocese of Oklahoma City Standards and Benchmarks and Oklahoma State standards.

Ongoing Assessments — Once a student is enrolled and has finalized his/her personalized plan with an advisor, the student will participate in a variety of performance assessments over time to monitor their progress and modify their academic program keeping them on track for academic success. These assessments include:

- Short Cycle Assessments
- Course level Assessments
- Computer-adaptive Nationally Normed Assessments: The assessments are taken three times per school year by all students. Baselines (incoming assessment) are established the first month of the school year. Once a baseline has been established, performance is also measured in the winter and spring.
- State tests: Summative assessments to measure student achievement in learning the standards, if required.
- Local Benchmark/Diagnostic (Computer Adaptive Nationally Normed)-iReady, NWEA MAP
- Incoming Assessment-iReady, NWEA MAP, WRAT
- Short Cycle Assessments-iReady (K-8) and MasteryConnect (K-12)

Res.App.103a

- Reading Fluency-DIBELS, STAR Early Learning Literacy (K-2, Reading A-Z)
- Classroom Assessments-iReady Standards Mastery, MasteryConnect, Course assessments
- Benchmarks for student learning
 - Local Benchmark/Diagnostic (Computer Adaptive Nationally Normed)-iReady
 - Incoming Assessment-iReady, NWEA MAP, WRAT
 - Short Cycle Assessments-iReady (K-8) and MasteryConnect (K-12)
 - Reading Fluency-DIBELS, STAR Early Learning Literacy (K-2, Reading A-Z)
 - Classroom Assessments-iReady Standards Mastery, MasteryConnect, Course assessments
- District/school assessments
 - The specific school assessments are contained in the assessment plan above.
- Oklahoma School Testing Program (OSTP), if required
 - State Assessments-
 - Oklahoma Core Curriculum Test for Grades 3-8 and 11 in Mathematics, English Language Arts and Science.
 - Oklahoma Core Curriculum Test for U.S. History administered in Grade 11.

Program Evaluation

Student performance and progress towards standards mastery will be continually monitored at the school level through a defined cycle of data review and data meetings. Each year the Principal will work with teachers and the assessment team to create the Instruction Plan based on the school's data. This plan will be created once the school Assessment Plan has been finalized and will take into consideration the points at which data will be available from each assessment. The Instruction Plan will detail what groups teachers and school leaders will meet to discuss data, and how often. The plan will define a school-wide data protocol to be utilized to guide review of the data, interpretation of the data, and determination of follow up actions. Specific data to be reviewed in a timely fashion as dictated by the assessment calendar. September reviews are focused on diagnostic data, short cycle data would be reviewed during the 2nd and 3rd testing periods to determine growth and intervention needs.

During these conversations data will be reviewed through multiple lenses:

- Proficiency and growth data
- Individual student level data
- Grade level or grade band data trends
- Subject area trends
- Data by teacher
- Data disaggregated by student subgroup
- Item level analysis
- Standards level analysis

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Minutes, team notes and action plans, and needed resources will be captured during each meeting, shared with the school faculty, and placed in a shared digital space for relevant stakeholders to access.

This plan monitors student performance on short cycle assessments and looks at supplemental curriculum usage to identify curriculum gaps/needs, areas of instructional need, and patterns of supplemental usage as it relates to student performance. Particular attention to teaching methods and resources are to be used.

As stated previously, the St. Isidore of Seville Catholic Virtual School Board is committed to academic excellence and will have an unwavering commitment to achieving the school academic goals. Each year, St. Isidore of Seville Catholic Virtual School Board in collaboration with the administrative team will create a school improvement plan based on the annual data analysis of state assessments, review of the year's benchmark assessments, and feedback from the School Improvement Team. The Continuous Improvement Plan (CIP) will contain the required components as defined by § 70-5-117.4., including strategies for improving instruction. In a virtual school, that often includes discussions on the content of synchronous instructional sessions, strategies to improve student engagement, and the use of supplemental curriculum to support student learning gaps. The Board of Directors will approve the CIP and will review progress towards the academic goals at its monthly board meetings.

Schools in the Archdiocese of Oklahoma City and the Diocese of Tulsa are accredited by OCCSAA, Oklahoma Conference of Catholic Schools Accrediting

Association, which is overseen by OPSAC. Certificate of Accreditation is currently up to date and renews in 2026 upon review. The curriculum offered also meets the standards of both the Archdiocese of Oklahoma City, the Diocese of Tulsa, national standards, and Oklahoma standards. St. Isidore of Seville Catholic Virtual School Board will obtain accreditation through the state of Oklahoma for the required period of time and with a national accrediting agency after year two if needed.

Plan for support structures (e.g. online tutoring, home mentors, and technical support services in place 24x7) in addition to teacher support

Teacher-led and teacher created instruction will include synchronous and asynchronous learning opportunities, one-to-one tutoring, organized peer interaction, and a focus on critical skills for success in college and the workforce.

All parents/guardians have access to an initial orientation program so they are prepared to support their student's learning. There are also ongoing parent/guardian support sessions provided in addition to the one-on-one conversations with their student's teacher(s).

Summer School and Tutoring Program: St. Isidore of Seville Catholic Virtual School Board has budgeted for a supplemental tutoring program for those students who need extra support. The focus will be on English Language Arts and Mathematics initially but may expand to other subjects. Summer School is optional and budget dependent.

Technical support services will be managed by staff technology support. This will include troubleshooting for hardware, internet, and program problems that may be experienced at home by the student and guardian.

3. Concerns with proposed governance and school management structure, specifically the lack of clarity and consistency regarding board membership, duties, responsibilities, and residency and the potential conflict of interest and lack of proper control between the two entities. This section can be found in section 7 of the application.

Board of Directors. All of the initial directors, including Brett Farley, are listed on page 3 of the Certificate of Incorporation, which was filed with Oklahoma's Office of Secretary of State on January 27, 2023.

Voting Rights and Governance. Non-profit corporations can be set up to be governed solely by a self-perpetuating board or by members who delegate most powers to a self-perpetuating board. St. Isidore is a member non-profit with the Archbishop of Oklahoma City and the Bishop of Tulsa constituting the two members. Neither bishop serves as a member of the Board of Directors. The Board of Directors is tasked with managing and directing "the business and affairs of the School," Bylaws, Article IV, Section 4.1, subject to the reserve powers of the members. Ibid. at Section 3.2.

Conflicting Terms. The Application has been amended to replace the phrase "Board of Trustees" with "Board of Directors" to make the Application con-

sistent with the Bylaws and Certificate of Incorporation.

Bishops, the Board, and the EMO. To clarify, a) the bishops are not Members of the Board of Directors of St. Isidore, and b) the EMO that the School will contract with is a non-profit. See 2022 Official Catholic Directory, page 815 listing the Archdiocese's Office of Catholic Education. (attached). The Catholic Church, under the auspices of the United States Conference of Catholic Bishops, receives a group tax exempt ruling from the IRS stating that all organizations listed in the Official Catholic Directory are non-profit tax exempt organizations. See IRS Determination Letter dated August 24, 2022 (attached).

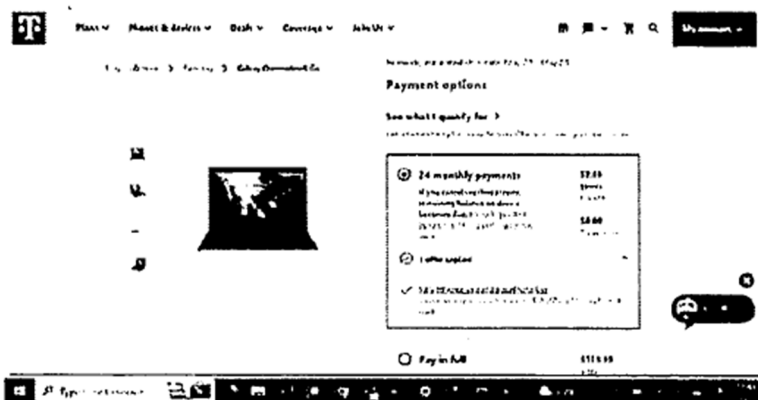
- 4. Concerns regarding connectivity, access, and technology support for students, particularly for rural Oklahoma and including the lack of a cited and appropriate budget for such services. This can also be found in Section 7 of the application.**

Description of Technology Capacity

All students will receive a loaned laptop computer (Chromebook Go) at no additional cost. This device will have internet access via one of the three major cellular providers, T-Mobile, AT &T, and Verizon due to rural areas not having adequate internet access. Utilizing cell towers is the best way to access the internet if cable or fiber has not yet been installed. Cellmapper.net is an app that assists in determining which cellular companies are utilizing which towers that are currently available in Oklahoma.

The following images illustrate clearly the information that was recently obtained from the Cellmapper.net website. The state of Oklahoma is outlined in gray. As it clearly indicates, T-Mobile has the best 4G and 5G coverage in the state.

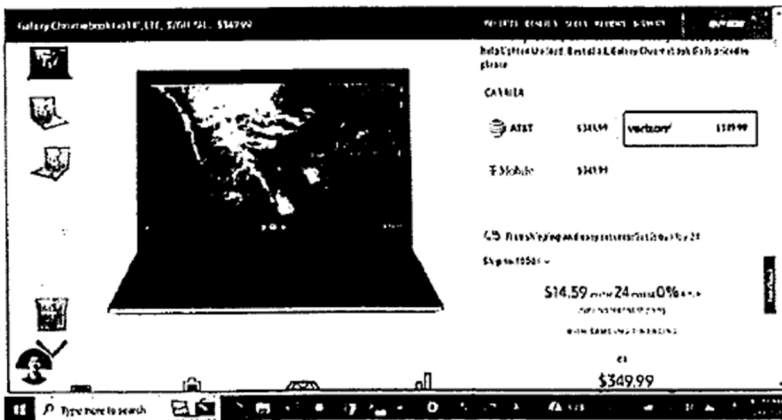
Chromebooks now are available with data plans that can be linked to a cellular data plan. They are very reasonable in cost, ranging from \$4.37-\$9.92. T-Mobile's price is \$7.50/month per device and is included in the price of the device with a two-year contract. AT&T and Verizon both have similar plans. St. Isidore of Seville Catholic Virtual School will determine the address of the student and use the plan that will best meet their needs. Additional hotspots can also be issued if needed. 100 hotspots are included in the budget.



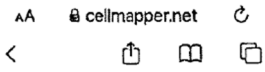
Samsung Galaxy Chromebook Go |
1 color in 32GB | T-Mobile



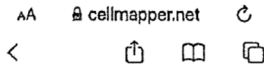
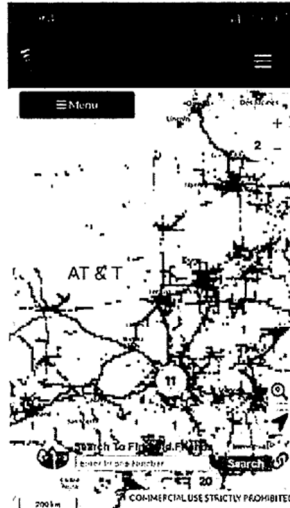
Samsung Galaxy Chromebook Go – Specs, Pricing & Reviews | AT&T (att.com)



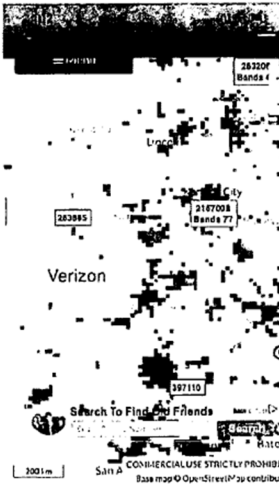
Galaxy Chromebook Go 14", LTE, 32GB, Silver (Verizon) Chromebooks-XE345XDA-LA1VZ | Samsung US



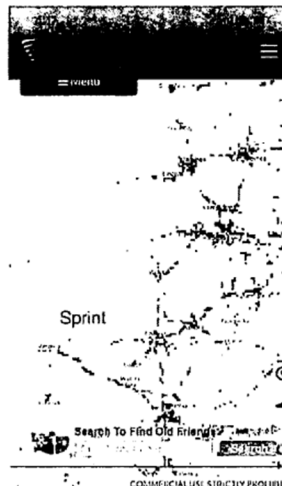
T-Mobile



AT&T



Verizon

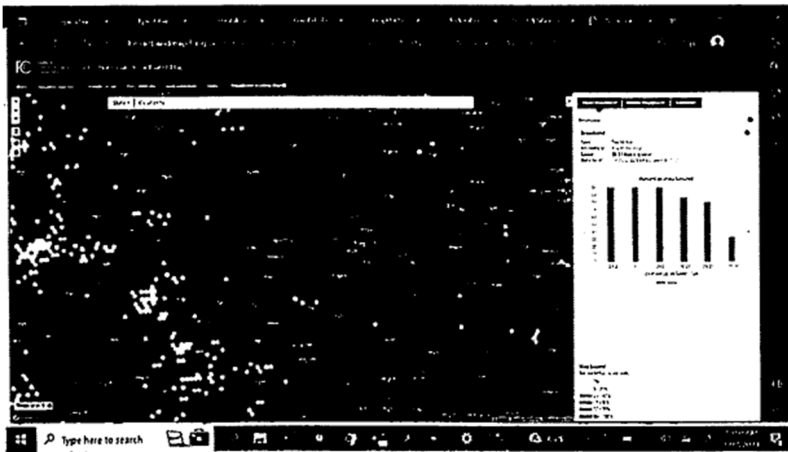


Sprint

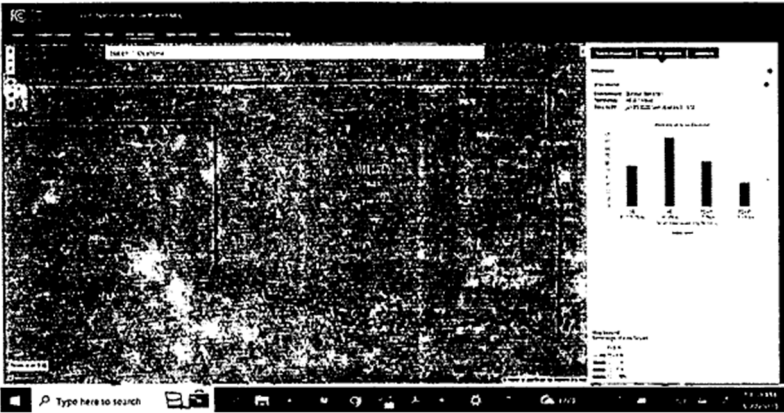
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Student technological fees will be applied to the technology needs of the school. Supplied equipment will be configured, imaged, and have required software needed to assure that students are able to fully participate in the educational program in a safe and productive way.

Students and families must have regular, reliable access to the internet for successful participation in the school. As of December 2020, the Federal Communications Commission estimated that approximately 100% of Oklahoma residences had broadband Internet or 80100% had mobile internet access of 25 Mbps or greater with at least a choice of two providers. Federal Communications Commission, 2023



Area Summary- Fixed | FCC National Broadband Map



Area Summary - Mobile | FCC National Broadband Map

While not required, it is helpful if the parent/guardian of the student has a device separate from the student computer to check email and to check parent accessible reports and information within the SISCVS platform. This device could be a smartphone, an iPad, a Chromebook, laptop, etc. If the parent/guardian does not have his/her own device, the school-issued Chromebook can be used by the parent/guardian to check email and SISCVS when the student is not engaged in schoolwork. Acceptable use guidelines apply to all who use the equipment and access the platform.

St. Isidore of Seville Catholic Virtual School Administration will contract with and secure competent IT Support and Services including acquisition of appropriate technical devices, programs, and infrastructure support systems. They will seek and secure competitive pricing and centralized purchase discounts for computers, monitors, printers, software and other peripherals (“Computer Equipment”) for St. Isidore of Seville Catholic Virtual School. Related services include:

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- Provide loaned student laptop computers with internet access(Chromebooks).
- Provide repair and replacement of student computers.
- Carry out imaging or reimaging of student computers.
- Carry out reclamation of student computers.

System Availability and Reliability

The SISCVS system is available to students 7 days a week/24 hours per day during the school year. The SISCVS platform consists of Canvas by Instructure, a platform with a promised 99.9% uptime combined with curriculum delivered through the Learning Management (LMS) platform. The SISCVS platform has experienced 0.06% downtime in total for an uptime of 99.94%. Canvas by Instructure is a multi-tier, service-oriented architecture managed as a SaaS platform by the commercial vendor in a fault tolerant Amazon Web Service infrastructure, ensuring maximum security and founded on the guidance provided by International Organization for Standardization's (ISO) 27000, NIST's CyberSecurity Framework, AICPA's Trust Services Principles and Criteria, and SANS' CIS Critical Security Controls.

System Backup

All student data and documents are stored in a cloud-based software as a service through both Google and Canvas. All systems are redundant and FERPA compliant. All work product data is stored in the cloud and backed up on a regular basis. Systems and tools

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leveraged by the products secured for this purpose include:

- Microsoft
- 0365 Backup as a Service
- Axcient's X360 Cloud platform
- Monthly system administration
- Daily verification of backup summary
- Weekly backup audits
- Alerting and notification to failed backups
- Data recovery, per requests
- Google
- Backupify

In addition to backup systems, other security protocols are leveraged such as:

- Microsoft Advanced Threat Protection
- Microsoft Intune to preserve hardware/software configuration standards (Windows Laptops)
- Google G-Suite policy lockdown to preserve hardware/software configuration standards (Chromebooks)
- GoGuardian for activity tracking and content filtering (Chromebooks)
- Sophos Anti-Virus
- Multi-Factor Authentication (MFA) to secure all Microsoft account access

Description of system accessibility

The Canvas LMS platform was built using the most modern HTML and CSS technologies, and strives for WCAG 2.1 Level A/AA and Section 508 of the Rehabilitation Act conformance. The latest Canvas LMS Accessibility Conformance Report is available at this link.

Budget Adjustments-See budget documents in Section 13: Appendix H

{ Budget spreadsheets omitted }

- 5. Concerns regarding the proposed school's funding structure, particularly as it relates to the potential commingling of private donations and public dollars. This can be found in Section 8 of the application.**

Donations to the School. Section 8.5 of the Bylaws provides: "The Board may accept on behalf of the School any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the School. The School shall separately inventory assets purchased with private or donated funds." It is our understanding that Ms. Wilkinson suggested adding that the CFO of the School be designated as the recipient of such funds to ensure that there is no commingling of funds. The St. Isidore Board will amend the bylaws to say this, if necessary, but in our counsel's view this isn't necessary at the bylaw level but instead is a matter of operations and internal controls, which the School will have in place to ensure proper accounting.

- 6. Concerns regarding projected overall student and school outcomes and deliverables over a five-year trajectory. This can also be found in Section 9 and 10 of the application.**

Student performance

Student performance will be tracked using the methods prescribed in the assessment plan, outlined in this application. In addition, the school will be held accountable to these internal student performance-based goals.

Performance Measure

Achievement

Goal

Aspirational: St. Isidore of Seville Catholic Virtual School will meet or exceed the statewide average for student proficiency in Math and ELA for elementary, middle, and high school grades. Each year, the school will strive for a 1-2% improvement from the prior year.

Lowest: The first year of operation will provide baseline data for proficiency rates in Math and ELA. Each year, the school will strive for a 1-2% improvement from the prior year. By Year 4, student proficiency in Math and ELA will meet or exceed the statewide average.

Performance Measure

Growth

Goal

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Aspirational: St. Isidore of Seville Catholic Virtual School will earn a higher student progress score than the statewide average in all grade bands served by year 3.

Lowest: By Year 5, St. Isidore of Seville Catholic Virtual School will meet the statewide average rating for Student Progress for all grade bands.

Performance Measure

Re-enrollment

Goal

Aspirational: 65% of current students will re-enroll each year, based on a fall-to-fall roster.

Lowest: 50% of current students will re-enroll, based on a fall-to-fall roster.

Performance Measure

Attendance

Goal

Aspirational: St. Isidore of Seville Catholic Virtual School will meet or exceed an 65% attendance rate for each year of the charter.

Lowest: St. Isidore of Seville Catholic Virtual School will meet the statewide average for student attendance rate across all grade levels.

Performance Measure

Course Passing Rates

Goal

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Aspirational: In the first year, St. Isidore of Seville Catholic Virtual School will have a course passing rate of 75% or higher for each grade band. Each year the school will strive for 2% improvement.

Lowest: In the first year, St. Isidore of Seville Catholic Virtual School will have a course passing rate of 50% or higher for each grade band. Each year the school will strive for 2% improvement.

Include an outline of criteria designed to measure effectiveness of the school

In addition to the performance-based academic goals outlined above, the St. Isidore of Seville Catholic Virtual School will also measure itself against these mission specific and standards-based goals:

Performance Measure

Parent Satisfaction Ratings

Goal

Aspirational: St. Isidore of Seville Catholic Virtual School will earn an 75% or higher on the annual school satisfaction surveys as measured by parents/guardians from all grade levels saying the school meets or exceeds their overall expectations.

Lowest: St. Isidore of Seville Catholic Virtual School will earn a 50% or higher on the annual school satisfaction surveys as measured by parents/guardians from all grade levels saying the school meets or exceeds their overall expectations.

Performance Measure

College and Career Readiness

Goal

Aspirational: 50% of St. Isidore of Seville Catholic Virtual School will be accepted to one or more post-secondary options (2 or 4 year college, skilled trades or other vocational school, military service, and/or join the workforce)

Based on students' post-graduation plans data. Lowest: 35% of St. Isidore of Seville Catholic Virtual School graduates will be accepted to one or more post-secondary options (2-or 4-year college, skilled trades or other vocational school, military service, and/or join the workforce) Based on students' postgraduation plans data.

- 7. Legal issues that may be applicable to the consideration of the St. Isidore of Seville Catholic Virtual School Application for Initial Authorization as an Oklahoma charter school, including the legal basis for religious reason aligning to Oklahoma statute, the Oklahoma Constitution, and the United States Constitution for approval of the application. This can also be found in Section 5 of the application.**

This item appears to request our view on whether state and federal law would allow the operation of a religious virtual charter school in Oklahoma. As described below, though Oklahoma's virtual charter law purports to prohibit the operation of a religious

school, it is our position that such a prohibition violates both Oklahoma's Religious Freedom Act and the United States Constitution and therefore cannot be enforced. Stated differently, not only *may* a charter school in Oklahoma be religious but indeed it would be *unlawful to prohibit* the operation of such a school.

A. Oklahoma Charter School Act

As you know, Oklahoma's Charter School Act purports to ban religiously affiliated charter schools. The Act states that "[a] charter school shall be nonsectarian in its programs, admission policies, employment practices, and all other operations," and it further provides that "[a] sponsor may not authorize a charter school or program that is affiliated with a nonpublic sectarian school or religious institution."¹ Thus, though the Act allows private secular entities to operate charter schools, it purports to prohibit charter schools from affiliating with any religious organization or integrating religion into their programs.

The pertinent question, however, is not whether Oklahoma's charter school statute purports to ban religious charter schools. The question is whether it would be lawful for the Board or the State of Oklahoma to actually enforce such a prohibition. The answer to that question is no.

B. Oklahoma Religious Freedom Act

First, it appears that the Charter School Act's prohibition on religious charter schools would violate

¹ 70 Okla. Stat. § 3-136(A)(2).

Oklahoma’s Religious Freedom Act.² That Act prohibits any Oklahoma governmental entity from “substantially burden[ing] a person’s free exercise of religion,” even through a “rule of general applicability,” unless the government can show that doing so is “*essential* to further a compelling government interest” and is “the *least restrictive means* of furthering that compelling governmental interest.”³ As recently amended, the law makes clear that it is a substantial burden “to exclude any person or entity from participation in or receipt of governmental funds, benefits, programs, or exemptions based solely on the religious character or affiliation of the person or entity.”⁴

The Act would plainly apply to the exclusion of a religious school from Oklahoma’s Virtual Charter School program. For this reason alone, the Board and the State may not enforce the Charter School Act’s prohibition against such schools.

C. United States Constitution

Second, notwithstanding the Oklahoma Religious Freedom Act, any exclusion of religious schools from Oklahoma’s Virtual Charter School program would be unconstitutional.

Recent decisions of the United States Supreme Court make clear that States may not exclude reli-

² 51 Okla. Stat. § 251, et seq., *as amended by* Okla. S.B. No. 404 (May 2, 2023).

³ 51 Okla. Stat. § 253 (emphasis added).

⁴ Okla. S.B. No. 404, § 1 (May 2, 2023) (to be codified at 51 Okla. Stat. § 253(D)). This addition becomes effective November 1, 2023. *Id.* § 3.

gious schools from participating in public benefit programs that support K-12 education. Indeed, since 2017, the Court has invalidated *three* separate attempts by States to exclude religious schools from participating in such programs. First, in *Trinity Lutheran Church of Columbia, Inc. v. Comer*, the Supreme Court struck down a Missouri policy that barred religious entities from receiving grants to install playground improvements at schools and daycares, explaining that such a prohibition was a “clear infringement on free exercise” of religion, as protected by the First Amendment.⁵ Second, in *Espinoza v. Montana Department of Revenue*, the Supreme Court held that Montana “cannot disqualify some private schools solely because they are religious” from participating in Montana’s scholarship tax credit program.⁶ And third, in *Carson v. Makin*, the Supreme Court held that Maine could not prohibit schools that “promote[] a particular faith” or “present[] academic material through the lens of that faith” from the State’s high school tuition assistance program.⁷ The Court wrote that prohibiting these benefits from flowing to religious schools and religious families “is discrimination against religion” and, as such, “is odious to our Constitution and [can]not stand.”⁸

The command of the U.S. Supreme Court’s recent cases is that, although “[a] State need not subsidize

⁵ 582 U.S. 449, 466 (2017).

⁶ 140 S. Ct. 2246, 2261 (2020).

⁷ 142 S. Ct. 1987, 2001 (2022) (quotation omitted).

⁸ *Id.* at 1996, 1998 (quotation omitted).

private education[b,] once a State decides to do so, it cannot disqualify some private schools solely because they are religious.”⁹ The question whether Oklahoma may prohibit religious charter schools thus becomes whether those schools are—for purposes of federal constitutional law—”state actors” or are instead entitled to the same constitutional protections as other privately operated schools. Importantly, that question is *not* whether charter schools are nominally designated as “public” schools under Oklahoma law. Rather, the U.S. Supreme Court has explained that “state action may be found if, *though only if*, there is such a ‘close nexus between the State and the challenged action’ that seemingly private behavior ‘may be fairly treated as that of the State itself.’”¹⁰

Charter schools in Oklahoma are not “state actors” for this purpose, regardless how they might be labeled. Oklahoma charter schools are not operated in any meaningful way by the State but are subject only to broad oversight, with private—including even *for* profit—organizations given control over their day-to-day operations. Among other things, the State makes clear that charter schools are “not required to adhere to the Teacher and Leader Effectiveness standards set by the state of Oklahoma” and that the State’s primary method of control over any given school is its ability to terminate its charter—not to alter its curric-

⁹ *Id.* at 2000 (quotation omitted).

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ulum or methods of operation.¹¹ In short, the State may choose to award or to end a contract with a charter school, but the State does not run it. Indeed, the very purpose of Oklahoma’s charter school program is to “[e]ncourage the use of different and innovative teaching methods,” “create different and innovative forms of measuring student learning,” and “[p]rovide additional academic choices for parents and students.”¹² Thus, Oklahoma, like many other states, has taken a “hands-off” approach to charter-school administration, exercising only broad oversight. Just last year, *ten states* filed a brief in the Supreme Court arguing that their own charter schools are not “state actors” for these very reasons.¹³

We understand that this is a divisive issue and one on which Oklahoma’s two most recent Attorneys General have taken opposing views. We refer the Board to former Attorney General John O’Connor’s opinion letter to this Board from December 2022 for a much more thorough discussion of these issues.¹⁴ Regardless of whether that letter was later rescinded on procedural grounds, we agree with its detailed analysis of this issue and its conclusion that Oklahoma charter schools are not “state actors.” And, for the

¹¹ See *Oklahoma Charter Schools Program*, Oklahoma State Department of Education, <https://sde.ok.gov/faqs/oklahoma-charter-schools-program> (last visited May 16, 2023).

¹² 70 Okla. Stat. § 3-131(A).

¹³ See *Brief for the States of Texas, Alabama, Alaska, Arkansas, Kansas, Mississippi, Nebraska, South Carolina, Tennessee, and Virginia as Amici Curiae in Support of Petitioner, Charter Day Sch. v. Peltier*, No. 22-238 (U.S. Oct. 14, 2022).

¹⁴ See Appendix A.

reasons stated above and as well explained in Attorney General O'Connor's opinion, because such schools are private actors, Oklahoma may not prohibit them from being religious.

D. Oklahoma's "Blaine Amendments"

Further, we are aware that the current Oklahoma Attorney General's Office has suggested that approving a religious charter school would violate provisions of the Oklahoma Constitution (so-called "Blaine amendments") which purport to require a "system of public schools . . . free from sectarian control" and to deny any "public money" from being "used, directly or indirectly, for the use, benefit, or support of any sect, church, denomination, or system of religion, or for the use, benefit, or support of any priest, preacher, minister, or other religious teacher or dignitary, or sectarian institution as such."¹⁵ First, as explained in Attorney General O'Connor's opinion letter, it is not clear that such provisions would even apply here.¹⁶ More importantly, even if these provisions *were* interpreted to apply to the State's charter school program, the State would be precluded by the United States Constitution from invoking them to prohibit religious charter schools.

Indeed, in two of the recent Supreme Court cases discussed above, the Court rejected attempts by States to do exactly what this question contemplates. Indeed, in *Trinity Lutheran*, the Missouri Department of Natural Resources had denied a religious daycare's application to participate in the playground

¹⁵ Okla. Const., Art. I § 5, Art. II § 5.

¹⁶ See Appendix A at 6-8.

resurfacing program specifically because the Department believed that giving such funding to a religious organization would violate a nearly identical provision of Missouri’s Constitution, which prevented public money from being given to “any church, sect or denomination of religion.”¹⁷ The Supreme Court, of course, held that invoking Missouri’s Blaine amendment to exclude a religious organization from a public benefit “is odious to our [federal] Constitution . . . and cannot stand.”¹⁸

Or consider *Espinoza v. Montana Department of Revenue*. Like Oklahoma and Missouri, Montana’s Constitution contains a Blaine amendment, which bars public funds from being used to support any “sectarian purpose,” including schools affiliated with “any church, sect, or denomination.”¹⁹ In 2018, the Montana Supreme Court invalidated the state’s private-school scholarship program because it ran afoul of this Blaine amendment by allowing State aid to help pay children’s tuition at religious schools. The U.S. Supreme Court then took up the case and made clear that the federal Constitution does not tolerate such a result.

As discussed above, the Supreme Court explained in *Espinoza* that the First Amendment prohibits a state from creating a public benefit (*e.g.*, Oklahoma’s charter school program) and then denying that benefit to recipients because of their religious character, even if the State’s constitution purports to require such a

¹⁷ See 582 U.S. at 455 (quoting Mo. Const., Art. I § 7).

¹⁸ *Id.* at 467.

¹⁹ Mont. Const., Art. X, § 6(1).

result.²⁰ The demands of the First Amendment to the U.S. Constitution are, of course, supreme over any contrary provision of state constitutional law. And thus, the Supreme Court held that Montana’s Blaine amendment could not be used as a mechanism to discriminate against religious schools and strike down the scholarship program that would otherwise have been available to them.²¹ Nor, as discussed, can Oklahoma invoke its Blaine amendment to prohibit the State’s charter school program from supporting schools that “promote[] a particular faith” or “present[] academic material through the lens of that faith.”²² In either case, the state cannot deny such an opportunity “pursuant to a state law provision that expressly discriminates on the basis of religio[n].”²³

The Supreme Court’s recent decisions effectively render Blaine amendments like Oklahoma’s a dead letter. Indeed, the U.S. Supreme Court has “not hesitate[d] to disavow” these amendments’ “shameful pedigree” of religious bigotry.²⁴ As the Court has observed, provisions like Oklahoma’s were adopted as part of a nationwide movement “born of bigotry and . . . a time of pervasive hostility to the Catholic Church and to Catholics in general,” that sought

²⁰ *Espinoza*, 140 S. Ct. at 2255-57.

²¹ *Id*

²² *Carson*, 142 S. Ct. at 2001.

²³ *Espinoza*, 140 S. Ct. at 2262.

²⁴ *Mitchell v. Helms*, 530 U.S. 793, 828 (2000) (plurality op.); see also, e.g., *Espinoza*, 140 S. Ct. at 2259; *Am. Legion v. Am. Humanist Ass’n*, 139 S. Ct. 2067, 2097 n.3 (2019) (Thomas, J., concurring).

explicitly to stamp out the growth of Catholic schools around the United States.²⁵ These provisions were adopted as part of a wave of virulent anti-immigrant and anti-Catholic nativism, perhaps epitomized by the rise of the Know-Nothing Party, which was something of a precursor to the Ku Klux Klan.²⁶ Know-Nothings and other anti-Catholics spread fear that Catholics would subvert the “distinctively . . . Protestant” public schools of the time by “siphon[ing] off” public money to build a system of independent private schools “for dark Catholic purposes.”²⁷

Thus was born the “Blaine amendment” movement, spurred by Rep. James Blaine’s 1875 proposal to amend the federal Constitution to bar *every* State from using money raised for schools to be given to support “any religious sect.”²⁸ At the time, “[I]t was an open secret” that “sect” and “sectarian” were “code for ‘Catholic.’”²⁹ Blaine’s amendment garnered significant support in Congress, passing the House and falling just short of passing the Senate. Despite the failure of Blaine’s efforts at the federal level, “baby Blaine” amendments animated by the same prejudices

²⁵ *Espinoza*, 140 S. Ct. at 2259 (quotation omitted).

²⁶ *See id.* at 2269-72 (Alito, J., concurring).

²⁷ Kyle Duncan, *Secularism’s Laws: State Blaine Amendments and Religious Persecution*, 72 *Fordham L. Rev.* 493, 502 (2003) (quotation omitted).

²⁸ Steven K. Green, *The Blaine Amendment Reconsidered*, 38 *Am. J. Legal Hist.* 38, 50 (1992) (quotation omitted); *see also Espinoza*, 140 S. Ct. at 2268 (Alito, J., concurring).

²⁹ *Espinoza*, 140 S. Ct. at 2259 (maj. op.); *accord Mitchell*, 530 U.S. at 828 (plurality op.).

swept across the country. Many States, including Oklahoma, were required to adopt a version of one as a condition of statehood.³⁰ Thirty-eight state constitutions, including Oklahoma's, still contain these Amendments; most, including Oklahoma's, contain the "bigoted code language" "sectarian."³¹ Both the Know-Nothing Party and the Klan were ardent supporters of these amendments.³²

The very point of Blaine amendments was to ensure that religious schools—and especially Catholic ones—would be treated with special disfavor in an effort to eradicate them. These provisions cannot be separated from these invidious and unconstitutional purposes—purposes that would be impermissibly furthered by any decision to enforce the amendments today.³³ This Board must refuse to do so.

E. Other Considerations

Finally, we address two other potential objections that have been suggested by the current Attorney General's Office.

First, in response to the Office's suggestion that our application "appears to violate the Civil Rights Act

³⁰ Duncan, *supra*, at 514-15; see also *Blaine Amendment Bloodline Obvious in Oklahoma's Constitution*, *The Oklahoman* (Aug. 4, 2015), <https://www.oklahoman.com/story/opinion/editorials/2015/08/04/blaine-amendment-bloodline-obvious-in-oklahomas-constitution/60731592007> (describing "anti-Catholic heritage" and "stain of bigotry" of Oklahoma's Blaine amendment).

³¹ *Espinoza*, 140 S. Ct. at 2269-70 (Alito, J., concurring).

³² See *id.* at 2268, 2272.33

³³ See *id.* at 2267-68.

of 1964,” we write to clarify and reiterate what is stated in the application: we are “committed to providing a school environment that is free from unlawful discrimination, harassment, and retaliation” and will comply with all applicable laws, consistent with the rights guaranteed to religious institutions under those laws, the Constitution, or other relevant legal authorities.³⁴ The application merely recognizes that religious schools are exempted from or entitled to accommodations under particular provisions of some laws. The fact of such exemptions does not “violate” those laws, and there is certainly no barrier to the Board approving a school that will operate consistently with its particular legal rights and obligations.

Second, in rescinding then-Attorney General O’Connor’s letter to the Board, current Attorney General Gentner Drummond suggested that there might be some legal problem using state funding to support religious schools. The many Supreme Court cases discussed above show the opposite. Once again, the Court there made clear: “A State need not subsidize private education. But once a State decides to do so, it cannot disqualify some private schools solely because they are religious.”³⁵

Nor is there any constitutionally relevant distinction between using state funds to support private religious schools through Oklahoma’s charter-school program or through the grants, tax credits, and scholarship programs approved in these cases. In the first instance, the particular *method* of state funding

³⁴ See Application at 79-80,139.

³⁵ *Carson*, 142 S. Ct. at 2000 (quotation omitted).

and how it was distributed to religious schools was not the issue in those cases. The problem was the simple *fact* that the State had created a generally available benefit program from which religious schools had been excluded. Indeed, in *Trinity Lutheran*, the Court rejected Missouri’s asserted interest in refusing to provide playground improvement funds “directly” to a religious school.³⁶ Moreover, even if the route and mechanism by which state funds are provided to schools somehow mattered, Oklahoma’s program operates in the same indirect fashion as many other school-choice programs. Oklahoma’s program funds virtual charter schools on a per-pupil basis; thus, virtual charter schools receive money through the private, independent choice of families, none of whom are compelled to send their children to a charter school.³⁷ Thus, even if there were some constitutionally relevant distinction between “directly” subsidizing private religious education and doing so “indirectly,” that distinction is irrelevant here. Once again, Attorney General O’Connor’s opinion addresses this issue in greater detail.³⁸

³⁶ See 137 S. Ct. at 463; *id.* at 472 (Sotomayor, J., dissenting) (arguing that the majority should not have allowed the government to “directly fund religious exercise”).

³⁷ See Okla. Statewide Virtual Charter School Board, *Oklahoma Virtual Charter School Funding Study 11-12* (June 2021), https://svcsb.ok.gov/sites/g/files/gmc806/f/documents/2021/okvirtualfundingstudy_fina17.1.21_-_svcsb_website_version.pdf.

³⁸ See Appendix A at 7-8 (independent parental choice “break[s] the circuit between government and *religion*”); *id.* at 9-14 (finding no Establishment Clause barriers to religious charter

8. **Consistency issues throughout the application, including needed corrections and readability across the different sections of the St. Isidore of Seville Catholic Virtual School Application for Initial Authorization.**

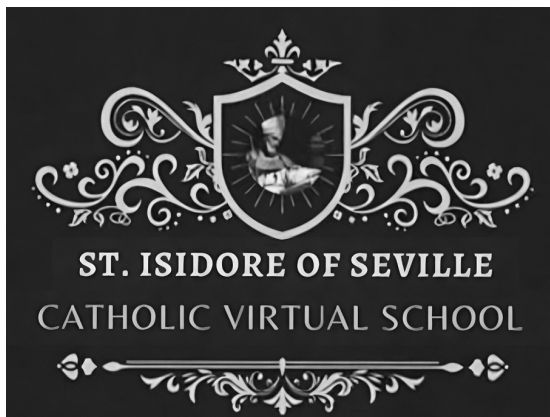
Application body: Typos corrected.

Table of Contents. Cleaned up.

School Handbook. Minor typos corrected.

Appendix M and N Added for supporting documents for revision.

[. . .]



Virtual Charter Application
Section 1: Cover

schools and rejecting relevant distinctions with the programs *in Trinity Lutheran, Espinoza, and Carson*).

Section 1. Cover Page

Name of applicant(s) and requested sponsor:

Applicant: St. Isidore of Seville Catholic Virtual School, Archdiocese of Oklahoma City

Sponsor: Oklahoma Statewide Virtual Charter School Board

Name of proposed charter school

St. Isidore of Seville Catholic Virtual School

Address of proposed charter school

Archdiocese Department of Education
7501 NW Expressway
Oklahoma City, OK 73132

Contact information: name, title, phone, email address

Mrs. Lara Schuler,
Senior Director Department of Catholic
Education

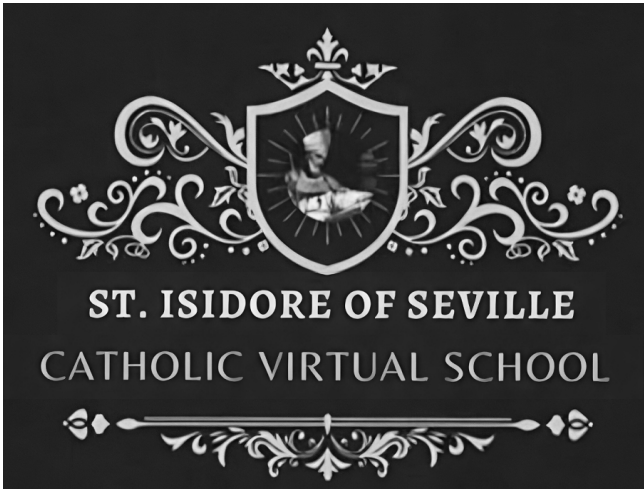
Ph: 405-709-2701

E: Ischuler@archokc.org

Application submission date

1.30.2023-Original

05.25.2023-Revised



Section 2. Cover Letter

Section 2. Cover Letter

We find ourselves in a day an age that learning options are needed for a variety of reasons. Students need the ability to learn from anywhere to facilitate the work requirements of their parents, fulfill their achievement ability in a particular skill or talent, for medical reasons, or simply a desire to attend a quality school outside the boundaries assigned by the local school district.

The mission of St. Isidore of Seville Catholic Virtual School is to educate the entire child: soul, heart, intellect, and body of each child enrolled through a curriculum that will reach students at an individual level, with an interactive learning environment that is rooted in virtue, rigor and innovation. We are dedicated to academic excellence that empowers and prepares students for a world of opportunity and a lifetime of learning.

Res.App.136a

St. Isidore of Seville Catholic Virtual School envisions a learning experience that combines the best of online instruction with its capacity for individualized flexible learning. Our statewide Catholic virtual school, serving all K-12 grades, will feature an innovative and interactive curriculum, which meets or exceeds the Oklahoma Academic Standards, and taught by talented certified teachers. Teacher-led instruction will include synchronous and asynchronous learning opportunities, one-to-one tutoring, organized peer interaction, and a focus on critical skills for success in college or trade school, the workforce, and life.

St. Isidore of Seville Catholic Virtual School will seek partnerships with higher education institutions to permit students to participate in AP Courses, early enrollment, dual credit/concurrent enrollment and internships. Each student will have a grade level appropriate College/Career Plan and the school will support students in pursuing their post-secondary goals, whether that includes college enrollment, entering the workforce, military enlistment, or other pathways. At the K-8 level, the focus is on building skill and background in the key subjects of the curriculum to allow for advancement to the next level and to develop a strong moral character in the child that will serve them well in life. The key elements of the St. Isidore of Seville Catholic Virtual program are to ensure success at the next level. This is done in the following ways:

1. Integrated Curriculum-Teacher will integrate the humanities and teach across the curriculum in Literature, English, History/Soc. Studies, and Religion to create a cohesive

understanding of the material to build background knowledge for future courses and paths of study. Teachers will utilize discovery-based approaches and integrate science with math, music, architecture, and religion.

2. Rigorous Academics with a wide array of course offerings that span the liberal art spectrum for all abilities. Course work will meet or exceed the Oklahoma and national standards. Students will use the current Archdiocese of Oklahoma Curriculum Standards and Benchmarks as well as strategies and methodologies that are suitable for virtual learning such as Socratic method for discussion; reading, interpreting, recitation and memory work literature and other genres for reading; writing for purpose and writing creatively, and project-based learning based on unit themes. Each year the Archdiocese of Oklahoma City and the Diocese of Tulsa review a subject area and make the necessary changes for best practice and to keep in alignment with state and national standards.
3. Differentiated Instruction — The proposed Learning Management System allows teachers to personalize assignments and content for differentiated instruction. St. Isidore of Seville Catholic Virtual School teachers will be trained to effectively use student data to inform the small group and one-on-one instruction and customize course content for individual students.

Res.App.138a

4. Progress Monitoring —Teachers will monitor student progress using short-cycle formative assessments, NWEA MAP, iReady or Renaissance Reading, Math and Early Learning assessments etc. Students will also take a spring norm based national achievement test such as, the CLT, Iowa Assessments or Terra Nova. Other recommended or required testing will be considered and/or implemented.
5. Whole Student Supports —The Student Services Team (SST) will empower students to overcome academic, social, emotional, mental health challenges to succeed in school and their community. Testing arrangements, parent information meetings, accommodations, and modifications, if necessary, will be created, documented and implemented within a Student Service Plan.
6. Student Engagement and participation — Teachers have multiple data sources to monitor student engagement and participation. They will use that data to understand how students spend their time in the system and offline. With this data, teachers can help get students back on track if they struggle or need a academic challenges.

Section 3: Table of Contents

Section 4: Virtual Charter School Training – Page 8

Section 5: Justification for Application – Page 9

Section 6: Development of the Foundation for the
Proposed Charter School – Page 16

Section 7: Organizational Capacity – Page 22

Section 8: Financial Management – Page 49

Section 9: Education Program and Performance –Page
55

Section 10: Growth Plan – Page 88

Section 11: Archdiocesan History – Page 90

Section 12: Statements of Assurances – Page 92

Section 13: Appendices – Page 94

List of Appendices

Appendix A: Virtual Charter School Training
Certificate

Appendix B: Preopening Requirements Template

Appendix C: Archdiocese of Oklahoma City Catholic
Schools Virtual Employee Handbook

Appendix D: Enrollment Charts

Appendix E: School Calendar

Appendix F: Governing Board Documents

Appendix G: Start-up Plan

Appendix H: Budget Documents

Appendix I: Archdiocese of Oklahoma City Letter of
Support

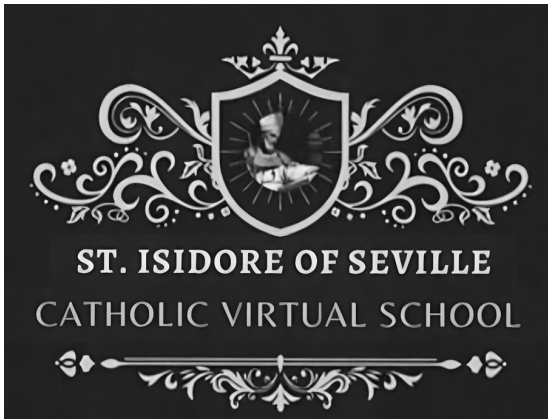
Appendix J: OCCSAA/ OPSAC Accreditation

Appendix K: Organization Chart

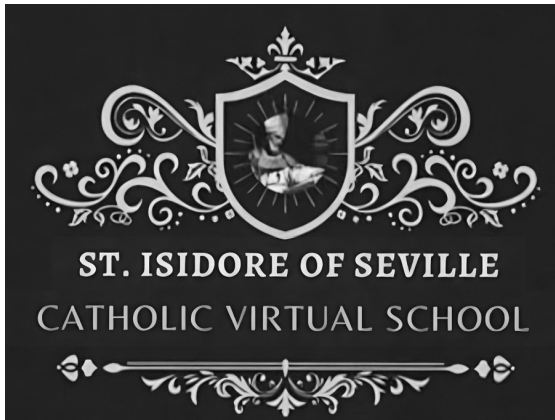
Appendix L: In-Year Professional Development
Calendar

Appendix M: Tax Exempt/ IRS Letter

Appendix N: Attorney General Opinion, Dec.1, 2022



Section 4: Virtual Charter School Training



Section 5: Justification for Application

Legal issues that may be applicable to the consideration of the St. Isidore of Seville Catholic Virtual School Application for Initial Authorization as an Oklahoma charter school, including the legal basis for religious reason aligning to Oklahoma statute, the Oklahoma Constitution, and the United States Constitution for approval of the application

This item appears to request our view on whether state and federal law would allow the operation of a religious virtual charter school in Oklahoma. As described below, though Oklahoma’s virtual charter law purports to prohibit the operation of a religious school, it is our position that such a prohibition violates both Oklahoma’s Religious Freedom Act and the United States Constitution and therefore cannot be enforced. Stated differently, not only *may* a charter school in Oklahoma be religious but indeed it would be *unlawful to prohibit* the operation of such a school.

A. Oklahoma Charter School Act

As you know, Oklahoma’s Charter School Act purports to ban religiously affiliated charter schools. The Act states that “[a] charter school shall be nonsectarian in its programs, admission policies, employment practices, and all other operations,” and it further provides that “[a] sponsor may not authorize a charter school or program that is affiliated with a nonpublic sectarian school or religious institution.”¹ Thus, though the Act allows private secular entities to operate charter schools, it purports to prohibit charter

¹ 70 Okla. Stat. § 3-136(A)(2).

schools from affiliating with any religious organization or integrating religion into their programs.

The pertinent question, however, is not whether Oklahoma’s charter school statute purports to ban religious charter schools. The question is whether it would be lawful for the Board or the State of Oklahoma to actually enforce such a prohibition. The answer to that question is no.

B. Oklahoma Religious Freedom Act

First, it appears that the Charter School Act’s prohibition on religious charter schools would violate Oklahoma’s Religious Freedom Act.² That Act prohibits any Oklahoma governmental entity from “substantially burden[ing] a person’s free exercise of religion,” even through a “rule of general applicability,” unless the government can show that doing so is “*essential* to further a compelling government interest” and is “the *least restrictive means* of furthering that compelling governmental interest.”³ As recently amended, the law makes clear that it is a substantial burden “to exclude any person or entity from participation in or receipt of governmental funds, benefits, programs, or exemptions based solely on the religious character or affiliation of the person or entity.”⁴

² 51 Okla. Stat. § 251, et seq., *as amended by* Okla. S.B. No. 404 (May 2, 2023).

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The Act would plainly apply to the exclusion of a religious school from Oklahoma’s Virtual Charter School program. For this reason alone, the Board and the State may not enforce the Charter School Act’s prohibition against such schools.

C. United States Constitution

Second, notwithstanding the Oklahoma Religious Freedom Act, any exclusion of religious schools from Oklahoma’s Virtual Charter School program would be unconstitutional.

Recent decisions of the United States Supreme Court make clear that States may not exclude religious schools from participating in public benefit programs that support K-12 education. Indeed, since 2017, the Court has invalidated *three* separate attempts by States to exclude religious schools from participating in such programs. First, in *Trinity Lutheran Church of Columbia, Inc. v. Comer*, the Supreme Court struck down a Missouri policy that barred religious entities from receiving grants to install playground improvements at schools and daycares, explaining that such a prohibition was a “clear infringement on free exercise” of religion, as protected by the First Amendment.⁵ Second, in *Espinoza v. Montana Department of Revenue*, the Supreme Court held that Montana “cannot disqualify some private schools solely because they are religious” from participating in Montana’s scholarship tax credit program.⁶ And third, in *Carson v. Makin*, the

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The command of the U.S. Supreme Court’s recent cases is that, although “[a] State need not subsidize private education[b,] once a State decides to do so, it cannot disqualify some private schools solely because they are religious.”⁹ The question whether Oklahoma may prohibit religious charter schools thus becomes whether those schools are—for purposes of federal constitutional law—“state actors” or are instead entitled to the same constitutional protections as other privately operated schools. Importantly, that question is *not* whether charter schools are nominally designated as “public” schools under Oklahoma law. Rather, the U.S. Supreme Court has explained that “state action may be found if, *though only if*, there is such a ‘close nexus between the State and the chal-

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⁸ *Id.* at 1996, 1998 (quotation omitted).

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lenged action’ that seemingly private behavior ‘may be fairly treated as that of the State itself.’”¹⁰

Charter schools in Oklahoma are not “state actors” for this purpose, regardless how they might be labeled. Oklahoma charter schools are not operated in any meaningful way by the State but are subject only to broad oversight, with private—including even *for profit*—organizations given control over their day-to-day operations. Among other things, the State makes clear that charter schools are “not required to adhere to the Teacher and Leader Effectiveness standards set by the state of Oklahoma” and that the State’s primary method of control over any given school is its ability to terminate its charter—not to alter its curriculum or methods of operation.¹¹ In short, the State may choose to award or to end a contract with a charter school, but the State does not run it. Indeed, the very purpose of Oklahoma’s charter school program is to “[e]ncourage the use of different and innovative teaching methods,” “create different and innovative forms of measuring student learning,” and “[p]rovide additional academic choices for parents and students.”¹² Thus, Oklahoma, like many other states, has taken a “hands-off” approach to charter-school administration, exercising only broad oversight. Just last year, *ten states* filed a brief in the Supreme Court

¹⁰ *Brentwood Acad. v. Tenn. Secondary Sch. Athletic Assn*, 531 U.S. 288, 295 (2001) (quoting *Jackson v. Metro. Edison Co.*, 419 U.S. 345, 351 (1974)) (emphasis added).

¹¹ See *Oklahoma Charter Schools Program*, Oklahoma State Department of Education, <https://sde.ok.gov/faqs/oklahoma-charter-schools-program> (last visited May 16, 2023).

¹² 70 Okla. Stat. § 3-131(A).

arguing that their own charter schools are not “state actors” for these very reasons.¹³

We understand that this is a divisive issue and one on which Oklahoma’s two most recent Attorneys General have taken opposing views. We refer the Board to former Attorney General John O’Connor’s opinion letter to this Board from December 2022 for a much more thorough discussion of these issues.¹⁴ Regardless of whether that letter was later rescinded on procedural grounds, we agree with its detailed analysis of this issue and its conclusion that Oklahoma charter schools are not “state actors.” And, for the reasons stated above and as well explained in Attorney General O’Connor’s opinion, because such schools are private actors, Oklahoma may not prohibit them from being religious.

D. Oklahoma’s “Blaine Amendments”

Further, we are aware that the current Oklahoma Attorney General’s Office has suggested that approving a religious charter school would violate provisions of the Oklahoma Constitution (so-called “Blaine amendments”) which purport to require a “system of public schools . . . free from sectarian control” and to deny any “public money” from being “used, directly or indirectly, for the use, benefit, or support of any sect, church, denomination, or system of religion, or for the use, benefit, or support of any

¹³ See *Brief for the States of Texas, Alabama, Alaska, Arkansas, Kansas, Mississippi, Nebraska, South Carolina, Tennessee, and Virginia as Amici Curiae in Support of Petitioner, Charter Day Sch. v. Peltier*, No. 22-238 (U.S. Oct. 14, 2022).

¹⁴ See Appendix A.

priest, preacher, minister, or other religious teacher or dignitary, or sectarian institution as such.”¹⁵ First, as explained in Attorney General O’Connor’s opinion letter, it is not clear that such provisions would even apply here.¹⁶ More importantly, even if these provisions *were* interpreted to apply to the State’s charter school program, the State would be precluded by the United States Constitution from invoking them to prohibit religious charter schools.

Indeed, in two of the recent Supreme Court cases discussed above, the Court rejected attempts by States to do exactly what this question contemplates. Indeed, in *Trinity Lutheran*, the Missouri Department of Natural Resources had denied a religious daycare’s application to participate in the playground resurfacing program specifically because the Department believed that giving such funding to a religious organization would violate a nearly identical provision of Missouri’s Constitution, which prevented public money from being given to “any church, sect or denomination of religion.”¹⁷ The Supreme Court, of course, held that invoking Missouri’s Blaine amendment to exclude a religious organization from a public benefit “is odious to our [federal] Constitution . . . and cannot stand.”¹⁸

Or consider *Espinoza v. Montana Department of Revenue*. Like Oklahoma and Missouri, Montana’s Constitution contains a Blaine amendment, which

¹⁵ Okla. Const., Art. I § 5, Art. II § 5.

¹⁶ See Appendix A at 6-8.

¹⁷ See 582 U.S. at 455 (quoting Mo. Const., Art. I § 7).

¹⁸ *Id.* at 467.

bars public funds from being used to support any “sectarian purpose,” including schools affiliated with “any church, sect, or denomination.”¹⁹ In 2018, the Montana Supreme Court invalidated the state’s private-school scholarship program because it ran afoul of this Blaine amendment by allowing State aid to help pay children’s tuition at religious schools. The U.S. Supreme Court then took up the case and made clear that the federal Constitution does not tolerate such a result.

As discussed above, the Supreme Court explained in *Espinoza* that the First Amendment prohibits a state from creating a public benefit (*e.g.*, Oklahoma’s charter school program) and then denying that benefit to recipients because of their religious character, even if the State’s constitution purports to require such a result.²⁰ The demands of the First Amendment to the U.S. Constitution are, of course, supreme over any contrary provision of state constitutional law. And thus, the Supreme Court held that Montana’s Blaine amendment could not be used as a mechanism to discriminate against religious schools and strike down the scholarship program that would otherwise have been available to them.²¹ Nor, as discussed, can Oklahoma invoke its Blaine amendment to prohibit the State’s charter school program from supporting schools that “promote[] a particular faith” or “present[] academic material through the lens of that

¹⁹ Mont. Const., Art. X, § 6(1).

²⁰ *Espinoza*, 140 S. Ct. at 2255-57.

²¹ *Id*

faith.”²² In either case, the state cannot deny such an opportunity “pursuant to a state law provision that expressly discriminates on the basis of religio[n].”²³

The Supreme Court’s recent decisions effectively render Blaine amendments like Oklahoma’s a dead letter. Indeed, the U.S. Supreme Court has “not hesitate[d] to disavow” these amendments’ “shameful pedigree” of religious bigotry.²⁴ As the Court has observed, provisions like Oklahoma’s were adopted as part of a nationwide movement “born of bigotry and . . . a time of pervasive hostility to the Catholic Church and to Catholics in general,” that sought explicitly to stamp out the growth of Catholic schools around the United States.²⁵ These provisions were adopted as part of a wave of virulent anti-immigrant and anti-Catholic nativism, perhaps epitomized by the rise of the Know-Nothing Party, which was something of a precursor to the Ku Klux Klan.²⁶ Know-Nothings and other anti-Catholics spread fear that Catholics would subvert the “distinctively . . . Protestant” public schools of the time by “siphon[ing]

²² *Carson*, 142 S. Ct. at 2001.

²³ *Espinoza*, 140 S. Ct. at 2262.

²⁴ *Mitchell v. Helms*, 530 U.S. 793, 828 (2000) (plurality op.); see also, e.g., *Espinoza*, 140 S. Ct. at 2259; *Am. Legion v. Am. Humanist Ass’n*, 139 S. Ct. 2067, 2097 n.3 (2019) (Thomas, J., concurring).

²⁵ *Espinoza*, 140 S. Ct. at 2259 (quotation omitted).

²⁶ See *id* at 2269-72 (Alito, J., concurring).

off” public money to build a system of independent private schools “for dark Catholic purposes.”²⁷

Thus was born the “Blaine amendment” movement, spurred by Rep. James Blaine’s 1875 proposal to amend the federal Constitution to bar *every* State from using money raised for schools to be given to support “any religious sect.”²⁸ At the time, “[I]t was an open secret” that “sect” and “sectarian” were “code for ‘Catholic.’”²⁹ Blaine’s amendment garnered significant support in Congress, passing the House and falling just short of passing the Senate. Despite the failure of Blaine’s efforts at the federal level, “baby Blaine” amendments animated by the same prejudices swept across the country. Many States, including Oklahoma, were required to adopt a version of one as a condition of statehood.³⁰ Thirty-eight state constitutions, including Oklahoma’s, still contain these Amendments; most, including Oklahoma’s, contain

²⁷ Kyle Duncan, *Secularism’s Laws: State Blaine Amendments and Religious Persecution*, 72 Fordham L. Rev. 493, 502 (2003) (quotation omitted).

²⁸ Steven K. Green, *The Blaine Amendment Reconsidered*, 38 Am. J. Legal Hist. 38, 50 (1992) (quotation omitted); *see also Espinoza*, 140 S. Ct. at 2268 (Alito, J., concurring).

²⁹ *Espinoza*, 140 S. Ct. at 2259 (maj. op.); *accord Mitchell*, 530 U.S. at 828 (plurality op.).

³⁰ Duncan, *supra*, at 514-15; *see also Blaine Amendment Bloodline Obvious in Oklahoma’s Constitution, The Oklahoman* (Aug. 4, 2015), <https://www.oklahoman.com/story/opinion/editorials/2015/08/04/blaine-amendment-bloodline-obvious-in-oklahomas-constitution/60731592007> (describing “anti-Catholic heritage” and “stain of bigotry” of Oklahoma’s Blaine amendment).

the “bigoted code language” “sectarian.”³¹ Both the Know-Nothing Party and the Klan were ardent supporters of these amendments.³²

The very point of Blaine amendments was to ensure that religious schools—and especially Catholic ones—would be treated with special disfavor in an effort to eradicate them. These provisions cannot be separated from these invidious and unconstitutional purposes—purposes that would be impermissibly furthered by any decision to enforce the amendments today.³³ This Board must refuse to do so.

E. Other Considerations

Finally, we address two other potential objections that have been suggested by the current Attorney General’s Office.

First, in response to the Office’s suggestion that our application “appears to violate the Civil Rights Act of 1964,” we write to clarify and reiterate what is stated in the application: we are “committed to providing a school environment that is free from unlawful discrimination, harassment, and retaliation” and will comply with all applicable laws, consistent with the rights guaranteed to religious institutions under those laws, the Constitution, or other relevant legal authorities.³⁴ The application merely recognizes that religious schools are exempted from or entitled to

³¹ *Espinoza*, 140 S. Ct. at 2269-70 (Alito, J., concurring).

³² *See id.* at 2268, 2272.33

³³ *See id.* at 2267-68.

³⁴ *See Application* at 79-80,139.

accommodations under particular provisions of some laws. The fact of such exemptions does not “violate” those laws, and there is certainly no barrier to the Board approving a school that will operate consistently with its particular legal rights and obligations.

Second, in rescinding then-Attorney General O’Connor’s letter to the Board, current Attorney General Gentner Drummond suggested that there might be some legal problem using state funding to support religious schools. The many Supreme Court cases discussed above show the opposite. Once again, the Court there made clear: “A State need not subsidize private education. But once a State decides to do so, it cannot disqualify some private schools solely because they are religious.”³⁵

Nor is there any constitutionally relevant distinction between using state funds to support private religious schools through Oklahoma’s charter-school program or through the grants, tax credits, and scholarship programs approved in these cases. In the first instance, the particular *method* of state funding and how it was distributed to religious schools was not the issue in those cases. The problem was the simple *fact* that the State had created a generally available benefit program from which religious schools had been excluded. Indeed, in *Trinity Lutheran*, the Court rejected Missouri’s asserted interest in refusing to provide playground improvement funds “directly” to a

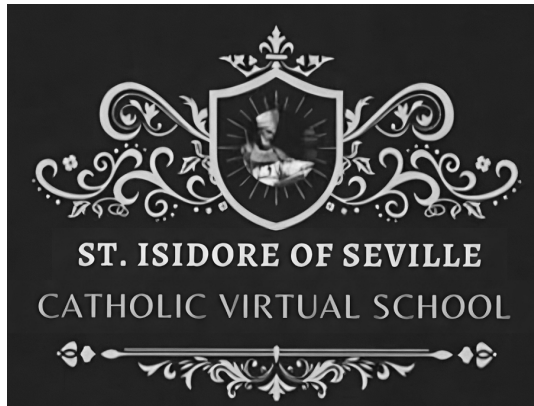
³⁵ *Carson*, 142 S. Ct. at 2000 (quotation omitted).

religious school.³⁶ Moreover, even if the route and mechanism by which state funds are provided to schools somehow mattered, Oklahoma’s program operates in the same indirect fashion as many other school-choice programs. Oklahoma’s program funds virtual charter schools on a per-pupil basis; thus, virtual charter schools receive money through the private, independent choice of families, none of whom are compelled to send their children to a charter school.³⁷ Thus, even if there were some constitutionally relevant distinction between “directly” subsidizing private religious education and doing so “indirectly,” that distinction is irrelevant here. Once again, Attorney General O’Connor’s opinion addresses this issue in greater detail.³⁸

³⁶ See 137 S. Ct. at 463; *id.* at 472 (Sotomayor, J., dissenting) (arguing that the majority should not have allowed the government to “directly fund religious exercise”).

³⁷ See Okla. Statewide Virtual Charter School Board, *Oklahoma Virtual Charter School Funding Study 11-12* (June 2021), https://svcsb.ok.gov/sites/g/files/gmc806/f/documents/2021/okvirtualfundingstudy_fina17.1.21_-_svcsb_website_version.pdf.

³⁸ See Appendix A at 7-8 (independent parental choice “break[s] the circuit between government and *religion*”); *id.* at 9-14 (finding no Establishment Clause barriers to religious charter schools and rejecting relevant distinctions with the programs in *Trinity Lutheran, Espinoza, and Carson*).



Section 6: Development for the Proposed School Charter

Vision and purpose of the organization

St. Isidore of Seville Catholic Virtual School is organized and will be operated exclusively for educational, charitable, and religious purposes. The school will operate as an Oklahoma virtual charter school established pursuant to the Oklahoma Charter School Act, 70 O.S. § 3-130 et. seq. Subject to the foregoing and other limitations set forth in the Certificate of Incorporation, the School shall have and exercise all the powers of nonprofit corporations under Oklahoma law.

Without limiting the generality of the foregoing, to the extent permissible under the Oklahoma Charter Schools Act, the School's purposes, activities, programs, and affairs shall include the following:

- A. To create, establish, and operate the School as a Catholic School. "It is from its Catholic identity that the school derives its original

characteristics and its ‘structure’ as a genuine instrument of the Church, a place of real and specific pastoral ministry. The Catholic school participates in the evangelizing mission of the Church and is the privileged environment in which Christian education is carried out. In this way ‘Catholic schools are at once places of evangelization, of complete formation, of inculturation, of apprenticeship in a lively dialogue between young people of different religions and social backgrounds.’ Congregation for Catholic Education, *The Catholic School on the Threshold of the Third Millennium* ¶ 11 (1997).

- B. To operate a “school [that] sets out to be a school for the human person and of human persons. ‘The person of each individual human being, in his or her material and spiritual needs, is at the heart of Christ’s teaching: this is why the promotion of the human person is the goal of the Catholic school.’ Congregation for Catholic Education, *The Catholic School on the Threshold of the Third Millennium* ¶ 9 (1997). The heart of this mission “is oriented toward an integral formation of each student.” Sacred Congregation for Catholic Education, *Lay Catholics in Schools: Witnesses to Faith* ¶ 28 (1982).
- C. To operate a school that understands “[t]he truth is that only in the mystery of the incarnate Word does the mystery of man take on light. . . . [Christ] fully reveals man

to man himself and makes his supreme calling clear.” Vatican II, *Gaudium et Spes* ¶ 22 (1965). The truth of the human person and the person’s ultimate destiny is learned and understood through faith and reason, theology and philosophy, including the study of the natural sciences. There is a “profound unity which allows [faith and reason] to stand in harmony . . . without compromising their mutual autonomy.” St. John Paul II, *Fides et Ratio* ¶ 48 (1998).

- D. To operate a school that educates its students for freedom, understanding that “in order to be authentic, freedom must measure itself according to the truth of the person, the fullness of which is revealed in Christ, and lead to a liberation from all that denies his dignity preventing him from achieving his own good and that of others.” Congregation for Catholic Education, *Consecrated Persons and Their Mission in Schools: Reflections and Guidelines*, ¶ 37 (2022).
- E. To assist and accompany parents in their obligation to educate their children. *Code of Canon Law*, Canons 793-806; Vatican II, *Declaration on Christian Education* ¶ 3 (1965). This obligation includes forming and cultivating students to
 - a. See and understand truth, beauty and goodness, and their author and source — God. *Catechism of the Catholic Church* ¶ 2500;

Res.App.157a

- b. Know that among all creatures, the human person is the only one created in God's image with the ability to know and love God, and that God created persons male and female. *Catechism of the Catholic Church* ¶ 355-379;
- c. Know that because of sin humanity was separated from God, but in God's love He has provided a path to salvation through the saving power of Christ, the second person of the Trinity, in His suffering, death and resurrection. *E.g.*, *Catechism of the Catholic Church* ¶ 651-655;
- d. Know that in this earthly sojourn, each person is called to participate in Christ's suffering and death by daily taking up their own cross and following Him. *Catechism of the Catholic Church* ¶ 618;
- e. Know that human persons are destined for eternal life with the Holy Trinity, *e.g.*, *Catechism of the Catholic Church* ¶ 1720-1724, but that in freedom, an individual may reject God's invitation and by this "definitive self-exclusion" end up in hell, *Catechism of the Catholic Church* ¶ 1033;
- f. Engage in the lifelong task of forming one's conscience to know good from evil and developing the will to do good and avoid evil, *Catechism of the Catholic Church* ¶ 1749-1794;

Res.App.158a

- g. Develop habits of the intellect and will allowing one to live a virtuous life, Catechism of the Catholic Church ¶ 1784, 1803-1829; and
 - h. Develop mind and body according to each student's ability so that the student may go into the world, participating in the transformation and development of society by the efforts of his or her labor, Catechism of the Catholic Church ¶ 1877-1889.
- F. To provide rigorous high-quality educational opportunities to prepare students for professional life. Vatican II, Declaration on Christian Education ¶ 5 (1965).
 - G. To operate a school in harmony with faith and morals, including sexual morality, as taught and understood by the Magisterium of the Catholic Church based upon Holy Scripture and Sacred Tradition.
 - H. To hire educators, administrators, and coaches as ministers committed to living and teaching Christ's truth as understood by the Magisterium of the Roman Catholic Church through actions and words, using their commitment to Christ and his teachings in character formation, discipline, and instruction, and to live this faith as a model for students.
 - I. To contribute to the common good of society by 1) putting the Church at the service of the community in the realm of education, 2) providing an example of an education directed

toward the whole person — body, mind, soul and spirit-while rejecting the idea of a partial education directed solely toward mind and body; 3) sharing with parents, the state, and other educational institutions the universally recognized obligation to educate the young; 4) its openness to accept students of all faiths or no faith who appreciate and desire a robust Catholic education; and 5) guaranteeing cultural and educational pluralism, providing families to educate their children according to the dictates of their consciences. Congregation for Catholic Education, *The Catholic School on the Threshold of the Third Millennium* ¶ 16 (1997).

- J. To establish policies, plans, and procedures for the implementation and administration of the designated purposes;
- K. To enter into agreements with outside entities, including the Archdiocese of Oklahoma City and the Diocese of Tulsa, in connection with the foregoing purposes; and
- L. To fulfill such other purposes and functions, consistent with the Oklahoma Charter Schools Act and Oklahoma law, as the Board shall determine from time to time.

The St. Isidore Catholic Virtual Charter School envisions a learning opportunity for students who want and desire a quality Catholic education, but for reasons of accessibility to a brick-and-mortar location or due to cost cannot currently make it a reality. The Catholic education system has routinely matriculated students prepared not only for the next stage in life

but prepared to be successful in life itself as good members of the community who take an active role in caring for others, being innovative in the development of new products and services, and serve as leaders in local, state, and global corporations, small business, government, and military. The ability to teach from a faith and reason perspective opens up for the student the best of the Catholic intellectual tradition, much of what the public educational system in the United States is modeled after in its design and course requirements. A liberal arts education prepares students to think critically and to be well read and well written individuals who care about their generation and those to follow. It is the desire of the school to reach those students wherever they may be in Oklahoma.

St. Isidore of Seville Catholic Virtual Charter School envisions the ability to offer to students who wish to supplement their current school program the option of various accelerated courses or courses that will accelerate the student beyond their current status, such as in the areas of foreign language, computer programming courses of various types, mathematics, and special interest electives. Credit recovery for core subject areas would also be available for students to enroll in order to fulfill their grade level requirements.

St. Isidore of Seville Catholic Virtual Charter School envisions an experience that combines the best of online instruction with its capacity for individualized flexible learning. Our statewide virtual charter school, serving all K-12 grades, will feature an innovative and interactive curriculum, fully aligned to the Archdiocese of Oklahoma City standards and

benchmarks which meet or exceed the Oklahoma Academic Standards and the national standards, and will teach by talented, certified teachers. Teacher-led instruction will include synchronous and asynchronous learning opportunities, one-to-one tutoring, organized peer interaction, and a focus on critical skills for success in learning, which will lead to success at the next level of education, college, trade school, and in life.

St. Isidore of Seville Catholic Virtual Charter School will establish key institutional partners in the state, to further technical and trade opportunities to permit students to pursue workplace learning opportunities either during their time at St. Isidore of Seville's or upon graduation. The school will seek partnerships with higher education institutions to permit students to participate in Oklahoma's Promise program to enable students to take advantage of post-secondary college and career opportunities. Each student will have a College and Career Readiness Plan and the school will support students in pursuing their post-secondary goals, whether that includes entering the workforce, college enrollment, military enlistment, or other pathways. We will partner with our families to ensure they have the appropriate resources to support their student's engagement and learning. This includes comprehensive student and parent onboarding programs to ensure students are ready to learn and parents are ready to support.

Mission of the proposed school

The mission of St. Isidore of Seville Catholic Virtual School is to educate the entire child: soul, heart, intellect, and body of each child enrolled

Res.App.162a

through a curriculum that will reach students at an individual level, with an interactive learning environment that is rooted in virtue, rigor, innovation, and integrity. We are dedicated to academic excellence that empowers and prepares students for a world of opportunity and a lifetime of learning.

St. Isidore of Seville Catholic Virtual School envisions a learning experience that combines the best of online instruction with its capacity for individualized flexible learning. Our statewide Catholic virtual school, serving all K-12 grades, will feature an innovative and interactive curriculum, which meets or exceeds the Oklahoma Academic Standards, and taught by talented Oklahoma state-certified teachers. Teacher-led instruction will include synchronous and asynchronous learning opportunities, one-to-one tutoring, organized peer interaction, and a focus on critical skills for success in college or trade school, the workforce, and life.

At the high school level, St. Isidore of Seville Catholic Virtual School will seek partnerships with higher education institutions to permit students to participate in AP Courses, early enrollment, dual credit and internships. Each student will have a grade level appropriate College/Career Plan and the school will support students in pursuing their post-secondary goals, whether that includes college enrollment, entering the workforce, military enlistment, or other pathways. At the K-8 level, the focus is on building skill and background in the key subjects of the curriculum to allow for advancement to the next level and to develop a strong moral character in the child that will serve them well in life.

Key elements of school design that align with and support the mission.

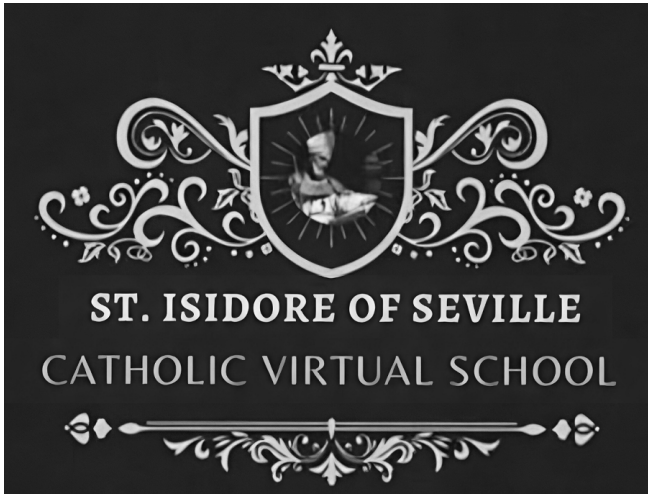
The key elements of the St. Isidore of Seville Catholic Virtual program are to ensure success at the next level of education and life. This is done in the following ways:

1. Integrated Curriculum-Teachers will integrate the humanities and teach across the curriculum in Literature, English, History/Soc. Studies, and Theology to create a cohesive understanding of the material to build background knowledge for future courses and paths of study. Teachers will utilize discovery-based approaches and integrate science with math, music, architecture, and religion.
2. Rigorous Academics with a wide array of course offerings that span the liberal art spectrum for all abilities. Course work will meet or exceed the Oklahoma and national standards. Students will use the current Archdiocese of Oklahoma Curriculum Standards and Benchmarks as well as strategies and methodologies that are suitable for virtual learning such as Socratic method for discussion; reading, interpreting, recitation, memory work, literature and other genres for reading; writing for purpose and writing creatively, and project-based learning based on unit themes. Routinely, the Archdiocese of Oklahoma City and the Diocese of Tulsa review a subject area and make the necessary changes for best practice and to keep in

alignment with state and national standards.

3. Differentiated Instruction — The proposed Learning Management System allows teachers to personalize assignments and content for differentiated instruction. St. Isidore of Seville teachers will be trained to effectively use student data to inform the small group and one-on-one instruction and customize course content for individual students.
4. Progress Monitoring — Teachers will monitor student progress using short-cycle assessments, NWEA MAP, i Ready or Renaissance Reading, Math and Early Learning assessments etc. Students will take a spring norm based national achievement test such as, the CLT, Iowa Assessments or Terra Nova. Dyslexia and dyscalculia screeners will be utilized for all students. Other recommended or required testing will be considered and/or implemented.
5. Whole Student Supports — The Student Services Team (SST) will empower students to overcome academic, social, emotional, mental health challenges to succeed in school and their community. Testing arrangements, accommodations, and modifications, if necessary, will be made and implemented within a Student Service Plan.
6. Student Engagement and participation— Teachers have multiple data sources to monitor student engagement and participa-

tion. They will use that data to understand how students spend their time in the system and offline. With this data, teachers can help get students back on track if they struggle or need academic challenges.



Section 7: Organizational Capacity

Section 7: Organizational Capacity

Organizational Structure

Demonstrated experience in kindergarten through twelfth grade school operations.

Catholic schools have been educating students successfully in the United States and territories since the early 1800's. Here in Oklahoma, Catholic education dates back to 1875 to a classroom of 10 native American and white children. The French Benedictines and the Sisters of Perpetual Adoration and later the Sisters of Mercy and Franciscan sisters embraced the task of education for the Native Americans, immigrant Italians, and white children. By

Res.App.166a

1930, the enrollment of Catholic students in Oklahoma totaled 8400 students and graduation certificates were signed by the state superintendent of the time, R.H. Wilson. Legislation, two world wars, a series of economic depressions and recessions have all had positive and negative effects on Catholic education in Oklahoma. Catholic education has successfully played a large role in the education of children in Oklahoma for many generations.

Currently in Oklahoma, there are 21 Catholic schools, 18 of which under the umbrella of the Archdiocese in some capacity with a total enrollment of 4756. 16 are elementary schools serving PreK-8th grade, three are high schools, and two are independent schools. In the Diocese of Tulsa there are 9 Elementary schools, one high school and 3 independent Catholic schools under its umbrella with a total enrollment of 4385. Catholic schools in Oklahoma serve 9141 students at this current time.

The National Catholic Education Association in Washington, DC collects data from schools across the country each year. The 2021-22 national data show that Catholic schools continue to educate a diverse population as 21.5% of students are racial minorities, 18.6% are Hispanic, and 20.3% are students of other faiths.* Catholic schools provide at least 22.7 billion dollars a year in savings for the nation. With 1,688,417 students in 5,938 Catholic schools across the country and based on the average public school per pupil cost of \$14,4551, Catholic schools provide at least 22.7 billion dollars a year in savings for the nation.* The average cost of tuition for Catholic schools in Oklahoma is \$6700 for diocesan elementary schools and \$13,548 for the diocesan high schools.

*Source: NCEA Data Brief: Data Brief 22 Catholic School Enrollment v4.pdf (magnetmail.net)

1. Academic Achievement and Growth:

The Catholic schools in Oklahoma are known for producing quality students from the elementary to the high school level. The students of 25 feeder schools to our diocesan high schools combine with students from other public and non-public schools located all over both Oklahoma City and Tulsa and come together for a great high school experience. On average, Catholic school students score higher than their counterparts when taking high school placement tests. For example, (N=144) that took the most recent HSPT tests at one of our area high schools (10/29/22 and 11/12/22) and took all the Catholic feeder school students (n=85), and the public schools (n=25). There is no testing prep or practice at the elementary level for students entering high school.

Verbal: Catholic Feeder students scored 11.44 percentile points higher
Quantitative: Catholic Feeder students scored 18.96 percentile points higher
Reading: Catholic Feeder students scored 20.01 percentile points higher
Math: Catholic Feeder students scored 17.97 percentile points higher
Language: Catholic Feeder students scored 23.03 percentile points higher

It is recognized that there are many factors that contribute to the differences of scores, but when just comparing averages from a high vantage point, it appears that our elementary schools are effective in preparing students for the next level of our system. The average SAT score is 1280 and places students in

the top 80% of the country. The average comprehensive ACT score among our high schools is 24.7% collectively compared to the state average of 17 as reported by 2022 Average ACT Score by State-OnToCollege. Since 2020, the three Catholic high schools have had 10 National Merit Finalist and in excess of 20 Semi-Finalist.

With a 100% graduation rate in the Archdiocese of Oklahoma City and the Diocese of Tulsa, and 98% being accepted to one or more colleges, the proof of academic achievement is in the outcome. Cristo Rey OKC just graduated its first class of seniors in May of 2022. 57 graduates, 54 of them going to college, two going into the workforce and one going into the Navy. All received one or more college offers and taking with them four years of on-the-job work experience. The primarily Hispanic group of students from low-income families has shown that a good work ethic in both academics and the work study programs they participate in are life-changing and open a world of possibilities. Education along with perseverance and self-discipline changes trajectories.

Private School Assessment Information-September 2008 (MSWord) (capenetwork.org)

2. Social-Emotional Learning

St. Isidore of Seville Catholic Virtual School will implement policies to address the Social Emotional Learning of all our students. Clear expectations of behavior for the staff and students which is outlined in our handbooks. Our primary way of addressing the Social Emotional needs of our students is by first establishing a school climate where students, families, and staff feel loved, respected as a child of God, safe

and supported. Staffing around Social Emotional Learning differs based on the needs of the school. For our current schools in Oklahoma City, Catholic Charities has been chosen by the local school district to utilize Title funds for counseling services. Social workers, family liaisons, and/or contract to outside experts can also be leverage with Title funds.

St. Isidore of Seville Catholic Virtual School will purchase supplemental curriculum like Virtues in Practice, Ruah Woods, Friendly, Responsive Classroom, Class Dojo and the FACTS SIS parent connection capability to ensure expectation, content and communications are available to students and families. Professional development in these programs will assist staff in implementing the programs to make a positive impact on student emotional well-being and academic achievement. Training allows staff to make a positive impact on student emotional well-being and academic achievement. Because positive school climate and SEL is a schoolwide focus, all staff receive professional development. *Responsive Classroom* is a student-centered approach to teaching and discipline that comprises a set of research-and evidence-based practices designed to create safe, joyful, and engaging classroom communities for both students and teachers. Schools and teachers who adopt the *Responsive Classroom* approach focus on creating optimal learning conditions for students to develop their academic, social, and emotional skills and building positive school and classroom community where students learn, behave, hope, and set and achieve goals.

Professional development is used to assist staff in implementing the programs to make a positive impact

on student emotional well-being and academic achievement. After receiving training, teachers are able to advocate for their students, provide them with the tools and resources to develop positive relationships, make good decisions, solve problems, and communicate appropriately within the school community. The expectation is that the program will reduce student conflict, reduce referrals, and help create a positive and collaborative school climate.

3. Successful management of non-academic school functions

Schools must not only have a rigorous academic program with strong leaders and teachers, but they must also have a supportive culture and strong family involvement. With that in mind, we understand that one of the primary reasons why schools fail is they are not financially sound. The partnership between the Board, the school financial officer, the Archdiocese of Oklahoma City and the Diocese of Tulsa is strong to ensure that the school thrives financially. The Board, the school financial officer, and both dioceses will work closely on a monthly basis to analyze financial information so the Board can make policy decisions that will both improve academic achievement and maintain the fiduciary responsibility for the school. Both the Diocese of Tulsa and the Archdiocese of Oklahoma City have proven financial controls in place and are on solid footing both in cash and investment management.

4. Location/description of school administration facility(ies), including backup or contingency plans

St. Isidore of Seville Catholic Virtual Charter School administrative offices will be housed at the Catholic Pastoral Center in Oklahoma City, 7501 NW Expressway, Oklahoma City, OK 73132. The majority of the staff will work remotely. The office will include at least one meeting room that can also serve as a Board meeting location, closed-door offices for school administrators, a locked storage room for student records, IT oversight, staff breakroom and dining hall for all CPC staff, and temporary offices for visiting school staff or diocesan support staff. The office is ADA compliant.

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)

Please reference the included organization chart for the school-Appendix K and the Attachment F Amended Bylaws.

The St. Isidore of Seville Board of Directors is the governing body that would have oversight of the Principal/Director of the school who will work closely with the Education Management Office assigned by the Board of Directors. This will initially be the Archdiocese of Oklahoma City Department of Catholic

Res.App.172a

Education which will assist the Principal/Director of St. Isidore of Seville Catholic Virtual School to manage policy, procedure, curriculum requirements, digital platform, and human resource oversight. The Principal/Director will operate the school, collaborate with the board finance chair, bookkeeper, independent School Treasurer and Encumbrance Clerk, and work with the already contracted counsel. The St. Isidore of Seville Board of Directors will hold all parties accountable for the academic, operational, and financial outcomes of St. Isidore of Seville Virtual Catholic School.

The St. Isidore of Seville Board of Directors will provide input on the Principal/Director evaluation and the Principal/Director would evaluate the junior administrative staff and faculty of the school.

The Principal/Director, working within the parameters defined by the Board of Directors and within the guidelines set by Archdiocese of Oklahoma City and Diocese of Tulsa, is responsible for the overall day-to-day management of the school. The Principal/Director will preferably have master's degrees in both Education and Business and will have previously served as the principal of a similarly sized school in Oklahoma. Prior online learning program experience is also preferred, but not required. The principal/director will be responsible for the general education program at the school, which includes, but is not limited to, ensuring that the defined instructional model is successfully implemented at the school, and supervising and evaluating the teaching staff. The principal will have prior experience as a school principal or assistant principal, preferably within the state of Oklahoma.

Res.App.173a

The Business Director will be responsible for managing the non-academic operations and state reporting at the school. This person will be responsible for ensuring that students are properly enrolled in the school and that all learning and financial platforms are successfully implemented and maintained at the school. The Business Director is also responsible for ensuring that school reporting requirements are met in an accurate and timely fashion.

The Special Education Director will be responsible for overseeing the special education program for the school. This position will ensure that the school special education program conforms to state and federal laws and is implemented with fidelity. Special Education teachers will report to the Special Education Director for supervision and evaluation. The Special Education Director will have appropriate professional licensure and will have had prior supervisory experience in an online school and experience with the provision of special education services in an online setting.

The School Counselor will be responsible for ensuring that students are progressing appropriately towards a high school diploma. The school counseling department will communicate directly with students and parents about academic and graduation requirements and will assist students who need help navigating college and career pathways. The School Counselor will also be available to connect students to community resources, as needed.

The CTE Coordinator will be a shared service position within the dioceses and falls within the counseling department and has the chief responsibility to develop and implement a comprehensive career

readiness program. This includes working collaboratively with administrators, student's services staff, and teachers to ensure the delivery of career development services. The CTE coordinator also facilitates partnerships with parents, business/industry, post-secondary institutions, and community organizations to support students' successful transition to postsecondary education and employment.

Other diocesan shared service positions such as a business/financial analyst, a technology manager, an HR/payroll manager, and a community/marketing manager will be assigned to the school to help with business, technology, HR, and marketing functions for St. Isidore of Seville Catholic Virtual School.

The primary responsibility of the School Treasurer is to receive and disburse monies of the school as provided by law and to maintain an accurate accounting of such receipts/disbursements. The School Treasurer must adhere to the principles and procedures defined in the Oklahoma Cost Accounting System (OCAS). The Encumbrance Clerk's overall responsibility is to maintain the Appropriation and Encumbrance Ledger and ensure that encumbrances do not exceed appropriations, and are for the purpose of the appropriation charged. As defined in the by-laws, the St. Isidore of Seville Board of Directors Finance Director will work closely with the School Treasurer and with the school administration.

Leadership and Teacher Employment and Personnel Policies

The school will employ certified teachers who are Highly Qualified with a priority on teachers with virtual learning experience and Oklahoma state cer-

tification. To ensure the best quality of educators, we will recruit candidates that we believe will: embody the core values of the school, participate in continuous, research based professional development to hone their craft, demonstrate a passion for personal improvement, are willing to be held accountable for student learning, and who will effectively and regularly communicate with parents, other teachers, and the school leadership. We will provide numerous professional development opportunities for our teachers, will support them with a full-time online trainer, and will reward teachers for high quality performance.

We will advertise positions widely using general and education-focused job boards including Oklahoma Public School Resource Center (OPSRC), Teach Oklahoma, NCEA, Catholicjobs.com, SchoolSpring, LinkedIn, Indeed, Handshake, university sites and career fairs, as well as one-to-one in person and virtual recruiting.

In addition to posting positions on job boards, recruiters will actively reach out to candidates through various channels to inform them of new opportunities they may not be aware of or actively seeking. We offer a referral bonus incentive program to leverage our national network of staff to recruit and hire qualified teachers across the US. Additionally, we utilize social media campaigns in tandem with our student enrollment efforts to drive school and brand awareness and attract a wider audience of candidates. We will conduct a thorough interview process with multiple stages to identify top candidates. Once top candidates are identified, we will conduct comprehensive background reference checks to include recent

Res.App.176a

supervisors. Compensation and benefits are key recruitment and retention tools. Some strategies employed to recruit desirable candidates include:

- 1) salary structures that recognize educational attainment and experienced teachers' prior years of service
- 2) the use of sign-on bonuses when credentialed teachers are in short supply,
- 3) the use of performance-based incentives that are tied to student and school achievement,
- 4) the opportunity to participate in supplemental activities such as tutoring programs,
- 5) the opportunity to perform supplemental duties such as Lead Teacher or Teacher Mentor and
- 6) an affordable and attractive set of health, education, and supplemental benefits.

The school will offer full-time regular employees a comprehensive slate of health and welfare benefits including medical, dental, and vision insurance through national carriers, life and disability insurance, flexible spending accounts, a retirement plan with generous employer contributions, and Paid Time Off (PTO). The Archdiocese of Oklahoma City Employee Handbook is included as Appendix C.

Professional Development and Training Plan

Learning best occurs when the teachers are well-prepared, best practices are employed, the students are engaged, and the lessons suit individual needs. The ideal teacher hire will have prior teaching experience at both brick-and-mortar schools and in

Res.App.177a

online environments. Prior to beginning their work with students in mid-July, staff will receive thirty hours of robust staff development via both synchronous live training sessions and asynchronous course work. This professional development will concentrate on all the applicable technologies that their students will also use. Five additional professional development training days will be scheduled during the school year. Teachers may also attend any professional development offered by the Archdiocese of Oklahoma City.

Asynchronous training course work will be completed in the same Learning Management System that students will use, helping teachers to understand the student learning experience more deeply. Specific attention will be paid to topics such as how to build and maintain student engagement, using data to inform instruction and differentiation, how to reach all learners through Universal Design for Learning, identifying and addressing skill gaps, boosting achievement within at-risk student subgroups and other topics as needed.

St. Isidore of Seville Catholic Virtual School's educational approach features an innovative curriculum, a high degree of connectivity and personalized attention, intensive teacher training and inquiry-based student-centered learning. Its program focuses on practical application of knowledge and strong parent and community involvement with St. Isidore of Seville Catholic Virtual School. Through effective use of technology, it enables teachers to custom-tailor academic programs to students' unique skills and interests — all aimed at optimizing our students' learning experience.

Res.App.178a

Personalized instruction and continuous assessment are cornerstones of the St. Isidore of Seville Virtual Catholic School model. All staff will receive professional development in online student engagement, boosting achievement in the online environment, SEL in the online environment, working with subgroups in the online environment, testing data analysis, developing student writers, and other topics. Teachers will have both in person and online modalities offered. Along with participation in online professional learning communities, staff will be trained in techniques of differentiated instruction, enabling them to identify students' learning styles and to create learning activities compatible with the students' needs. At the same time, the staff will use varied assessments to enable students to demonstrate their understanding of concepts and skills. These assessments will also be used to develop further lessons that address individual student needs.

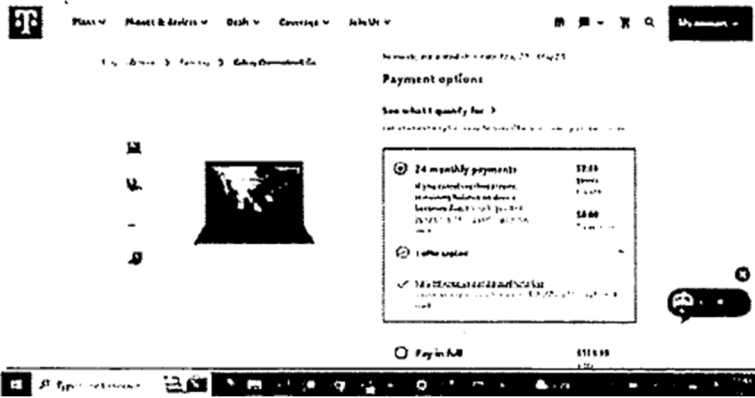
The Archdiocese of Oklahoma Department of Catholic Education evaluates professional development needs by using surveys, interviews and observation; and the experience of the personnel, who remain up-to-date on new as well as tried and-true teaching methods and strategies. Staff will receive up to two weeks of training which will take place before the school year begins, and ongoing training will continue throughout the school year, based on detailed assessments of staff needs. Keeping great school leaders and teachers is an ongoing effort. A sample schedule of training events is included.

Description of Technology Capacity

All students will receive a loaned laptop computer (Chromebook Go) at no additional cost. This device will have internet access via one of the three major cellular providers, T-Mobile, AT &T, and Verizon due to rural areas not having adequate internet access. Utilizing cell towers is the best way to access the internet if cable or fiber has not yet been installed. Cellmapper.net is an app that assists in determining which cellular companies are utilizing which towers that are currently available in Oklahoma.

The following images illustrate clearly the information that was recently obtained from the Cellmapper.net website. The state of Oklahoma is outlined in gray. As it clearly indicates, T-Mobile has the best 4G and 5G coverage in the state.

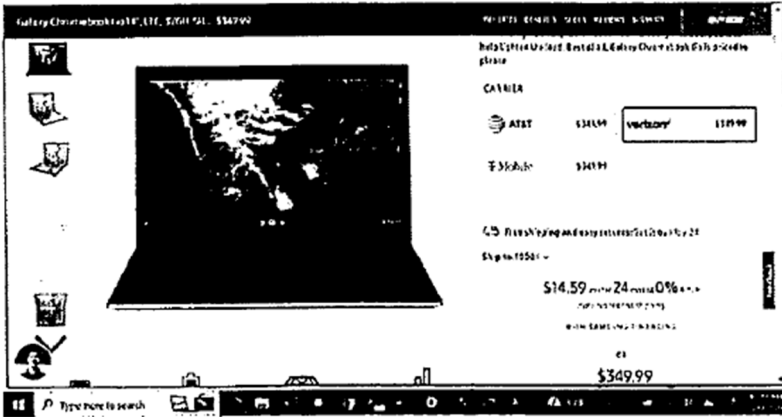
Chromebooks now are available with data plans that can be linked to a cellular data plan. They are very reasonable in cost, ranging from \$4.37-\$9.92. T-Mobile's price is \$7.50/month per device and is included in the price of the device with a two-year contract. AT&T and Verizon both have similar plans. St. Isidore of Seville Catholic Virtual School will determine the address of the student and use the plan that will best meet their needs. Additional hotspots can also be issued if needed. 100 hotspots are included in the budget.



Samsung Galaxy Chromebook Go | 1 color in 32GB | T-Mobile

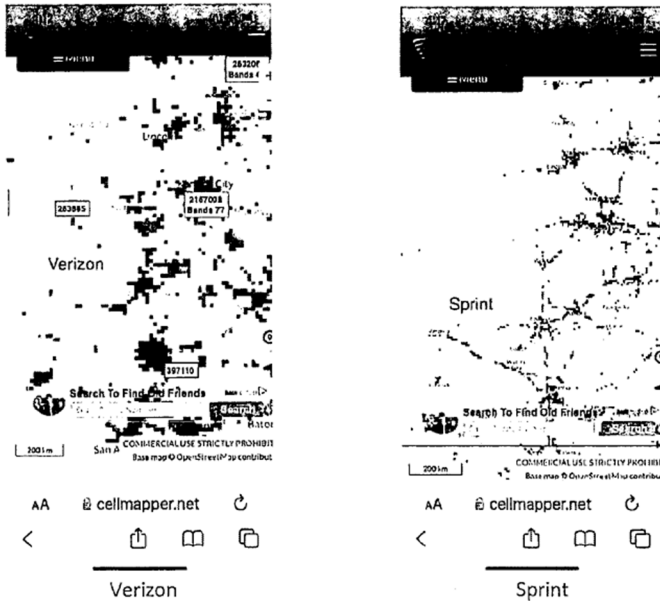


Samsung Galaxy Chromebook Go – Specs, Pricing & Reviews | AT&T (att.com)



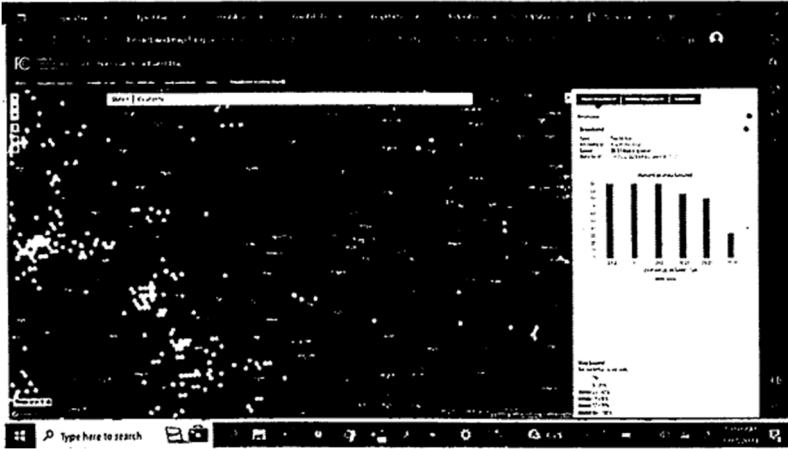
Galaxy Chromebook Go 14", LTE, 32GB, Silver
(Verizon) Chromebooks-XE345XDA-LA1VZ |
Samsung US



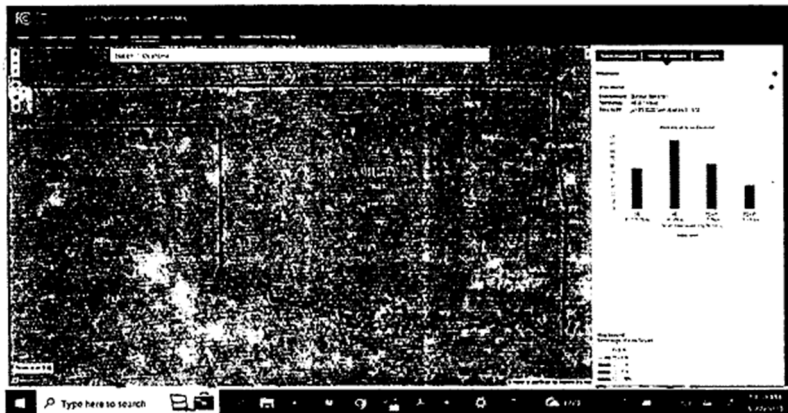


Student technological fees will be applied to the technology needs of the school. Supplied equipment will be configured, imaged, and have required software needed to assure that students are able to fully participate in the educational program in a safe and productive way.

Students and families must have regular, reliable access to the internet for successful participation in the school. As of December 2020, the Federal Communications Commission estimated that approximately 100% of Oklahoma residences had broadband Internet or 80100% had mobile internet access of 25 Mbps or greater with at least a choice of two providers. Federal Communications Commission, 2023



Area Summary- Fixed | FCC National Broadband Map



Area Summary - Mobile | FCC National Broadband Map

While not required, it is helpful if the parent/guardian of the student has a device separate from the student computer to check email and to check parent accessible reports and information within the SISCVS platform. This device could be a smartphone, an iPad, a Chromebook, laptop, etc. If the parent/guardian does not have his/her own device, the school-issued Chromebook can be used by the parent/guardian to check email and SISCVS when the

Res.App.184a

student is not engaged in schoolwork. Acceptable use guidelines apply to all who use the equipment and access the platform.

St. Isidore of Seville Catholic Virtual School Administration will contract with and secure competent IT Support and Services including acquisition of appropriate technical devices, programs, and infrastructure support systems. They will seek and secure competitive pricing and centralized purchase discounts for computers, monitors, printers, software and other peripherals (“Computer Equipment”) for St. Isidore of Seville Catholic Virtual School. Related services include:

- Provide loaned student laptop computers with internet access(Chromebooks).
- Provide repair and replacement of student computers.
- Carry out imaging or reimaging of student computers.
- Carry out reclamation of student computers.

System Availability and Reliability

The SISCVS system is available to students 7 days a week/24 hours per day during the school year. The SISCVS platform consists of Canvas by Instructure, a platform with a promised 99.9% uptime combined with curriculum delivered through the Learning Management (LMS) platform. The SISCVS platform has experienced 0.06% downtime in total for an uptime of 99.94%. Canvas by Instructure is a multi-tier, service-oriented architecture managed as a SaaS platform by the commercial vendor in a fault

tolerant Amazon Web Service infrastructure, ensuring maximum security and founded on the guidance provided by International Organization for Standardization's (ISO) 27000, NIST's CyberSecurity Framework, AICPA's Trust Services Principles and Criteria, and SANS' CIS Critical Security Controls.

System Backup

All student data and documents are stored in a cloud-based software as a service through both Google and Canvas. All systems are redundant and FERPA compliant. All work product data is stored in the cloud and backed up on a regular basis. Systems and tools leveraged by the products secured for this purpose include:

- Microsoft
- 0365 Backup as a Service
- Axcient's X360 Cloud platform
- Monthly system administration
- Daily verification of backup summary
- Weekly backup audits
- Alerting and notification to failed backups
- Data recovery, per requests
- Google
- Backupify

In addition to backup systems, other security protocols are leveraged such as:

- Microsoft Advanced Threat Protection

Res.App.186a

- Microsoft Intune to preserve hardware/software configuration standards (Windows Laptops)
- Google G-Suite policy lockdown to preserve hardware/software configuration standards
- (Chromebooks)
- GoGuardian for activity tracking and content filtering (Chromebooks)
- Sophos Anti-Virus
- Multi-Factor Authentication (MFA) to secure all Microsoft account access

Description of system accessibility

The Canvas LMS platform was built using the most modern HTML and CSS technologies, and strives for WCAG 2.1 Level A/AA and Section 508 of the Rehabilitation Act conformance. The latest Canvas LMS Accessibility Conformance Report is [available at this link.](#)

Budget Adjustments-See budget documents in Section 13: Appendix H

{ Budget Spreadsheet data omitted }

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Res.App.189a

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Description of student records and data management

St. Isidore of Seville Catholic Virtual School recognizes the need to protect the confidentiality of personally identifiable information in the education records of children. St. Isidore of Seville Catholic

Virtual School is prepared to ensure the privacy rights of eligible children in the collection, maintenance, release, and destruction of records. Parents/guardians of students eligible for special education services have rights regarding the protection of the confidentiality of any personally identifiable information collected, used, or maintained. St. Isidore of Seville Catholic Virtual School will follow federal and state provisions including the following:

- The Family Educational and Privacy Rights Act (FERPA), 20 USC § 1232g and 34 CFR Part 99 (regarding student educational records);
- The Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400 et. seq. and 34 CFR Part 300 (protecting the confidentiality of personally identifying information contained in student records of students with disabilities)

Student Data Maintenance of Records/ Safeguards

St. Isidore of Seville Catholic Virtual School will provide notice to the parent/guardians to fully inform of the policies and procedures to maintain confidentiality of personally identifiable information at the collection, storage, disclosure, and destruction stages. The Special Education Administrator will be responsible for ensuring that the education records, confidentiality rules, and education records policy for eligible children are administered and enforced. The Special Education Administrator will ensure that all of the St. Isidore of Seville Catholic Virtual School faculty and subcontracted agency employees, who

Res.App.191a

collect or use personally identifiable information, receive in-service training regarding the implementation of this policy. In-servicing will consist of providing, at the least, yearly presentation of the information to staff and subcontractors. St. Isidore of Seville Catholic Virtual School will maintain, for public inspection, a current listing of the names and positions of those employees within the agency who may have access to personally identifiable information.

Records Access

St. Isidore of Seville Catholic Virtual School will permit parents of students eligible for special education to inspect and review, during school business hours, any educational records relating to the student which are collected, maintained, or used by the district or other public agency under this chapter. St. Isidore of Seville Catholic Virtual School will comply with a request promptly and before any meeting regarding an individualized education program or hearing or resolution session relating to the identification, evaluation, educational placement of the student or provision of FAPE to the student, including disciplinary proceedings. St. Isidore of Seville Catholic Virtual School will presume that a parent has authority to inspect and review records relating to his or her student unless (the school, local) school district or other public agency has been advised that the parent does not have the authority under applicable state law governing such matters as guardianship, separation, and divorce.

Record of Access

St. Isidore of Seville Catholic Virtual School will keep a record of parties obtaining access to educational records collected, maintained, or used under this chapter including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records. The agency is not required to keep a record of access by parents, and authorized employees with a legitimate educational interest in the records.

Destruction of Information

St. Isidore of Seville Catholic Virtual School will operate in accordance with FERPA and its regulations. Student information will be destroyed at the request of the parents/guardians when the information is no longer needed at St. Isidore of Seville Catholic Virtual School to provide educational services to the child. However, a permanent record of a child's name, address and telephone number, grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation.

Student Recruitment Policies and Procedures (including lottery procedures)

Each year, St. Isidore of Seville Catholic Virtual School will announce its open enrollment period for any Oklahoma parents or guardians who would like to submit an application for their student(s). These outreach activities will be conducted statewide via multiple marketing pathways. If the number of applicants exceeds the capacity of the school or grade level, St. Isidore of Seville Catholic Virtual School will

conduct a random selection lottery after first granting enrollment preferences for prior year students and then for a sibling of a current student enrolled in the school. As a statewide school, St. Isidore of Seville Catholic Virtual School will admit any and all students who reside in the state, provided there is capacity to serve that student's grade level per the annual enrollment goals for each year. All students are welcome, those of different faiths or no faith. Admission assumes the student and family willingness to adhere with respect to the beliefs, expectations, policies, and procedures of the school as presented in the handbook.

Enrollment Process:

1. A parent or legal guardian should complete the digital or paper Application for Admission to St. Isidore of Seville Catholic Virtual School to be considered in the lottery process.

2. Open enrollment occurs each year in February and March of the first year and January and February in subsequent years.

3. Applications submitted up to the announced enrollment decision date will be reviewed by a designee for completeness, legal residence, and age/grade of student. Incomplete application forms will not be considered.

4. A child must be five (5) years of age on or before September 1 in the school year enrollment is being applied for kindergarten.

5. Notification of the lottery will serve as public notice of an official meeting, even if no action(s) are

Res.App.194a

anticipated to be taken by members of the Board at the time of the lottery.

6. If an enrollment lottery is required, it will be conducted based on the previously described guidelines.

7. Once the lottery is complete, applicants will be notified by the designee of their status.

8. Digital registration will be made accessible to applicants who received enrollment offers in the lottery process. If a family requires a paper enrollment form, they will be provided one. Families will have two weeks to complete the registration accurately and thoroughly, including the submission of all compliance related documentation.

9. Registrations that are not completed within the designated time, or applicants that cannot produce appropriate priority information, will forfeit enrollment offers.

10. Seat placement determinations are made following receipt of the completed, compliant registration.

11. If the number of lottery applications does NOT exceed seats available, parents/guardians that have submitted a lottery application have 1 week to complete registration. At the end of that week, the registration opens to the public and school enrolls until capacity.

12. As openings occur post lottery, applicants on the grade level waitlist will be contacted in the established order. Registration process access will be provided. Completion of the registration process is

expected in two weeks order to prompt a seat placement determination.

13. St. Isidore of Seville Catholic Virtual School will continue to enroll students using this process until the established enrollment number is met and maintained.

14. A provision shall be made for the children with a sibling enrolled at St. Isidore of Seville Catholic Virtual School. If a child must be placed on a waitlist due to capacity issues, the child with an enrolled sibling will be granted priority.

Waitlist:

The waitlist is the ordered list of applicant students without enrollment offers. The waitlist for each school year is initiated through the lottery process. Once all available enrollment opportunities are offered, the remaining applicant students will be added to the waitlist in the order drawn. The waitlist remains active through the academic year. The waitlist for a given year is not carried over to the next school year. A new enrollment application is required for each school year for which a student is seeking a new enrollment.

Students who wish to transfer to St. Isidore of Seville Catholic Virtual School mid-school year may do so if the school has capacity to serve that student in that grade level. Otherwise, the student will be added to a waitlist for that grade level. The most successful retention plan begins by succeeding with the students that are already enrolled. By providing a high-quality, personalized educational program, sustaining relationships and connection, and meeting

the needs of all students, St. Isidore of Seville Catholic Virtual School will create an offering that will ensure students want to continue their success in our virtual seats. St. Isidore of Seville Catholic Virtual School will track in-year and year-over-year withdrawn students. This data is not only required per Oklahoma charter school law, but it also provides the school with valuable information each year on how to better serve students and their families. Academically successful students tend to want to stay in the school they are currently enrolled in. The SISCVS Learning Management System provides a tremendous amount of data on where students spend their time in their courses and this information is valuable to get students unstuck in their learning process. We believe this, coupled with talented teachers specifically trained to serve students in this educational model, provides the best opportunity for students to be successful.

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. Additional time has been added to the daily schedule to account for the religion/theology classes taught as a requirement of the school.

Enrollment Charts are included as Appendix D. The St. Isidore of Seville Catholic Virtual School proposed school calendar is included as Appendix E.

Attendance Policies and Procedures

The St. Isidore of Seville Virtual Catholic School will follow state policy guidelines referenced below established from 70 OK Stat § 70-3-145.8 (2020)

1. A student who attends a virtual charter school shall be considered in attendance for a quarter if the student:
 - completes instructional activities on no less than ninety percent (90%) of the days within the quarter,
 - is on pace for on-time completion of the course as defined by the governing board of the virtual charter school, or
 - completes no less than forty instructional activities within the quarter of the academic year.
2. For a student who does not meet any of the criteria set forth in paragraph 1 of this subsection, the amount of attendance recorded shall be the greater of:
 - the number of school days during which the student completed the instructional activities during the quarter,
 - the number of school days proportional to the percentage of the course that has been completed, or
 - the number of school days proportional to the percentage of the required minimum number of completed instructional activities during the quarter.

Res.App.198a

3. For the purposes of this section, “instructional activities” shall include but not be limited to online logins to curriculum or programs offered by the virtual charter school, offline activities, completed assignments, testing, face-to-face communications with virtual charter school staff or service providers or meetings with virtual charter school staff or service providers via teleconference, videoconference, email, text or phone.
4. St. Isidore Catholic Virtual School shall submit a notification to the parent or legal guardian of a student who has been withdrawn for truancy or is approaching truancy.
5. The Statewide Virtual Charter School Board may promulgate rules to implement the provisions of this section. Attendance is tracked via a combination of the following:
 - a. Reports that are required to be submitted by Parents/Guardians, reports automatically generated by the school Learning Management System, and other methods as dictated by the school.
 - b. A St. Isidore of Seville Virtual Catholic School student is considered in attendance when they satisfy either of the following conditions:
 - i. The student participates in at least 90% of the instructional activities offered by St. Isidore of Seville Catholic Virtual School in that school year; or

Res.App.199a

- ii. The student is on pace for on-time completion of any course in which the student is enrolled. The school has defined on pace to mean the student is currently earning a passing grade in any course in which the student is enrolled.
- c. Instructional activities mean the following classroom-based or non-classroom-based activities that a student is expected to complete, participate in, or attend during any given school day:
 - Online logins to curriculum or programs;
 - Offline activities;
 - Completed assignments within a particular program, curriculum, or class;
 - Testing;
 - Face-to-face communications or meetings with School staff or service providers;
 - Telephone or video conferences with School staff or service providers
 - Other documented communication with School staff or service providers related to School curriculum or programs.
- d. If a student is not considered in attendance, they shall be considered

absent for those hours of instructional activities offered by the School in that school year in which the student does not participate. The school will hire an Attendance Officer who will work with teachers to monitor and report student attendance and support teachers and the Principal/Director with any mandated truancy proceedings.

Promotion/Graduation Policies and Procedures

While course grades are an important component of retention and promotion decisions teachers and school leaders will be trained to utilize a multi-faceted decision-making approach, to ensure that each student's unique characteristics are considered in conjunction with all available student level data to inform retention and promotion decisions. During the Spring of each school year, teachers will create a list of students for whom retention may be necessary, based upon available data. Multiple stakeholders involved with the student will be included in the decision-making team (teachers, parents, administrators, school counselors, interventionists).

For any student who undergoes the Retention/Promotion review, the team will create an individualized plan to note what additional supports and interventions will be provided to the student in the course of the next school year to ensure continued progress towards mastery of grade level standards, regardless of whether the decision is to retain or to promote. Considerations for the retention and promotion decision process may include course grades, assessment data, student attendance, student moti-

Res.App.201a

vation, student learning style and pace, chronological age, developmental characteristics/maturity, prior retention, student learning exceptionalities, and student transiency.

For High School level students, progress from one grade level to another will be based on credits earned. Teachers and administrators will work to ensure that all students have access to any state allowable alternative pathways to graduation, and that any existing credit flexibility and dual enrollment options are utilized. Students who experience course failure and become credit deficient will have access to additional opportunities to recoup credits via programs such as summer school or credit recovery course work. Students (and parents) are expected to regularly consult and follow course pacing guides to ensure that all assignments and assessments are completed by the established due dates. Extensions are handled at the course level teacher's discretion. Early interventions will occur by the teacher and/or school leader when students fall behind their pacing guides, not logging in to the SISCVS system or consistently failing. Contact with the parent and students will occur in various manners including electronic (email), verbal (phone/video) and in-person meetings.

The school's teachers maintain an electronic grade book within the SISCVS System that displays the student's progress. Parents and students have view only access to view grade reports itemizing each grade for students. Grades are posted and reported quarterly. Semester grades will be comprised of the average of two quarters. Final grades will be the average of the two semesters. School administration will have a final review of grades and credits earned

to be sure that all credits earned are properly credited in the student's records.

Student Conduct and Discipline Policies and Procedures

In order to maximize student learning for all students, St. Isidore of Seville Catholic Virtual School will provide a virtual school environment that promotes appropriate behavior and minimizes disruptions. The Board believes that the best discipline is intrinsic and self-imposed and that students should learn to assume responsibility for their own behavior and the consequences of their actions. All students are expected to have a clear and consistent understanding of the Student Code of Conduct and comply with all School policies and procedures.

The Code of Conduct requires students to:

- conform to reasonable standards of socially acceptable behavior; including appropriate digital citizenship for themselves and others
- respect the person and property of others;
- respect the rights of others;
- preserve the degree of order necessary to the educational program in which they are engaged; and
- comply with the requests of School administrators, teachers, and staff.

The Code of Conduct designates sanctions for student noncompliance with the Code which shall:

Res.App.203a

- relate in kind and degree to the noncompliance;
- help the student learn to take responsibility for their actions; and
- be directed, where possible, to reduce the effects of any harm which may have been
- caused by the student's misconduct.

Prior to being enrolled and as a condition of enrollment, parents and students must:

- Acknowledge receipt of the Code of Conduct; and
- Agree to comply with all expectations and procedures contained therein.

St. Isidore of Seville Catholic Virtual School shall not discriminate on the basis of a protected class, including but not limited to race, color, national origin, age, religion, disability that can be served by virtual learning, or biological sex in its discipline policy and practices.

The Board shall adopt procedures consistent with this policy.

- 1) To date, the Board has not formally adopted a Discipline Policy. However, we anticipate that the Board will adopt this or a similar policy no later than the end of the year prior to opening in the Fall of 2024.
- 2) The Board will formally draft a Code of Conduct that will include, but not be limited to an Attendance Policy, Engagement Policy, and general student conduct expectations (e.g., academic dishonesty, bullying and

cyberbullying, acceptable use, internet use, etc.), as well as sanctions for noncompliance.

Description of School Safety and Emergency/ Crisis Response Plan

A. School safety is a top priority. Since St. Isidore of Seville Catholic Virtual School will not be hosting students in a facility, most of the concerns associated with emergency plans in a traditional setting will not apply to virtual settings. Administration is aware of the importance of online safety and proper digital citizenship and will put into place the appropriate training for all faculty, parents, and students.

B. Administration is aware of the importance of the safety of students' records, and already has plans in place to ensure backups of critical documents and communication to families should there be a disruption in network services.

C. Student Services team members who support the student population include Success Coaches and School Counselors. This team is responsible for providing holistic, wrap-around support to all students to promote positive social emotional and academic outcomes. Particular attention is devoted to providing Tier I support to all students through designing and facilitating orientation and onboarding efforts.

D. Besides helping students have a successful start to the school year, the Success Coaches leverage data and teacher referrals to proactively identify students who are struggling to meet engagement and academic expectations. Coaches then meet with these students and their parents to identify barriers to success and create a plan to get the student

successfully re-engaged in learning and back on track academically. Coaches and School Counselors partner to provide students with social emotional learning content, grade band transition support, college/career readiness programming, and graduation planning. Additionally, School Counselors provide Tier I Guidance content to all students (such as suicide awareness and prevention, cyber bullying education and prevention, coping skills, etc.) and provide further support to students in need in small groups or one on one.

Description of Parent/Family Education and Engagement Plan, Including expectations and opportunities

A. St. Isidore of Seville Catholic Virtual School recognizes that parents/guardians are most engaged when they have meaningful opportunities to shape school programs and provide input. Parents /guardians will have the ability to participate in town hall type dialogue or question and answer sessions, either by grade level or as a school, with school administration periodically.

B. Parent/guardian input will be collected through surveying multiple times per year.

C. The School Services Team will reach out to state and local health and family services agencies to assist families who need these services.

D. St. Isidore of Seville Catholic Virtual School Board of Directors and Principal/Director will work closely to develop strategic partnerships, and to define what those strategic partnerships will involve.

Res.App.206a

E. The school may seek partnerships with higher education institutions for teacher recruitment, and collaboration on educational research. The school may seek partnerships with high quality youth organizations.

F. One means of stakeholder involvement is participation in the Board's regular meetings. When a board meeting notice is posted, St. Isidore of Seville Catholic Virtual School draft agenda will be included so that stakeholders — as well as the public—can attend and offer public comment either generally or on a specific agenda item. The Board of Directors may also seek stakeholder comments on proposed board initiatives via a request for written comment or an invitation to provide oral comment at a board or committee meeting. Although not yet formally addressed by the St. Isidore of Seville Catholic Virtual School Board of Directors, the Board of Directors may choose to include stakeholders on standing or ad hoc board committees. The Board is committed to continuously evaluating its efforts to promote stakeholder involvement and ensuring that stakeholders have a voice.

G. While St. Isidore of Seville Catholic Virtual School model is based on a virtual learning experience, St. Isidore of Seville Catholic Virtual School fully acknowledges that in-person engagement is essential for reaching students and families who may not have access to online services and/or digital media. After approval, St. Isidore of Seville Catholic Virtual School will hold frequent, publicly available community meetings, information sessions throughout the year, as well as using the email list serve to continue to communicate news, progress, and school achievements to interested parties in the community.

Our goal is to create a network of regional support where families can support one another, identify local tutoring and mentoring opportunities, and feel affiliated with a school community.

H. Lastly, an integral part of preparing students for success in career and college endeavors is to build relationships and foster early opportunities for the transition after high school. Studies have shown that connection with a college and participation in dual enrollment programs increase the likelihood that students will not only graduate from high school but enroll and successfully complete undergrad and graduate programs in college (Source: NACEP: Research on Dual and Concurrent Enrollment) In order to cement the opportunity for future success, St. Isidore of Seville Catholic Virtual School will seek collaborations with available local college and university campuses within Oklahoma.

Plans for providing significant operational or ancillary services

St. Isidore of Seville Catholic Virtual School will provide, or contract out for, significant ancillary services as needed by each student and required by federal or state law and which falls within the purview of a virtual instructional model. Consultation with the family will take place indicating what the school can do to meet the needs of the student and a Student Service Plan will be put into place. Should a family decide that their child is needing services that cannot be delivered successfully through a virtual model the family will be referred to the local LEA to determine if it is a better fit.

GOVERNANCE

Governing body

The current five-member School Board all reside in Oklahoma, and most are near the Oklahoma City, where the administration office will be located and Board meetings will be conducted. Each current member of the Board brings a unique set of personal experiences and professional expertise that will help ensure the success of St. Isidore of Seville Catholic Virtual School. Five-ten board members will be added once the application is accepted and the school is slated to open, remaining positions will be members of the community, some stakeholders, some with needed business acumen and experience.

Governing body membership, including evidence of Oklahoma residency

Name: Lara Schuler, Treasurer
Address: 7501 NW Expressway, OKC 73132
E: lschuler@archokc.org
P: 405-709-2701

Name: Michael Scaperlanda, Chairperson
Address: 7501 NW Expressway, OKC 73132
E: mscaperlanda@archokc.org

Name: Brett Farley, Board Member
Address: 208 NW 13th, Ste 12
Oklahoma City, OK 73103
E: brett@okcatholic.org
P: (888) 514.1135

Name: David Dean, Board Member
Address: 300 E 91st St, Broken Arrow, OK 74012
E: David.dean@dioceseoftulsa.org

P: (918) 294-1904

Name: Deacon Garlick, Secretary

Address: 300 E 91st St, Broken Arrow, OK 74012

E: dcn.harrison.garlick@dioceseoftulsa.org

P: (918) 294-1904

Roles and responsibilities

St. Isidore of Seville Catholic Virtual School believes that a quality school must be governed by individuals who are responsible stewards of public funding while upholding the charter's mission. The Governing Board of Directors will be professional and ethical at all times, supporting the school's mission and vision. They will provide oversight for the operations, leadership, and policies of the school. Specifically, their duties will include responsibility for ensuring legal compliance, evaluating the school leader, setting goals for measuring academic success, allocating resources appropriately and approving an annual budget, and approving school policies and procedures. As an initial matter, the Board of Directors has assessed the St. Isidore of Seville Catholic Virtual School program and services to ensure alignment with its priorities. It is negotiating the management agreement so that the Board of Directors, St. Isidore of Seville Catholic Virtual School, the Archdiocese of Oklahoma City, and Diocese of Tulsa have a clear understanding of each other's responsibilities as supporters of the school. The St. Isidore of Seville Catholic Virtual School will contract with an independent School Treasurer from a firm approved by the Oklahoma Department of Education. The Board of Directors will hold all responsible parties accountable for its students' academic results, including the adminis-

tration, the teachers, the parents/guardians. The Archdiocese of Oklahoma City Department of Catholic Education is responsible for initiating the support for St. Isidore of Seville Catholic Virtual School under the Board of Directors direction and pursuant to the terms of the services agreement negotiated by the parties until the school is operational and on solid financial footing. The Department of Catholic Education, as an entity within the Archdiocese of Oklahoma City, is a non-profit organization.

As cited in 70 O.S. § 5-110 (OSCN 2022), the St. Isidore of Seville Catholic Virtual School Board is committed to being knowledgeable about laws and regulations governing the school and will seek guidance from board counsel and participate in the required training requirements within 15 months of appointment/election and annually to remain in good standing. Primary training will occur within the first three years of school operations in the areas of Ethics, Open Meetings/Records and Finance by the Oklahoma State School Board Association.

Proposed Governing By-laws

Please see Appendix F-

Meeting schedule (Minimum of quarterly governing body meetings)

The current five-member Board of Directors resides in or close to Oklahoma City or Tulsa. Throughout the year, meetings will take place four or more times per year. Meetings may take place virtually or in person in either Oklahoma City or Tulsa with some meetings based on member availability and agenda topics. Prior to the opening of the

school, the Board of Directors will identify and recruit additional Board members in line with its bylaws.

CAPACITY FOR GOVERNANCE

1. Support of the charter contract

The Board of Directors is fully aware of their fiduciary responsibilities and oversight for St. Isidore of Seville Catholic Virtual School. Upon the application being approved, the Board of Directors will assign education management services to be provided initially by the Archdiocese of Oklahoma City, a non-profit organization, with the option to transfer to the Diocese of Tulsa or an outside vendor if needed in future years. This function of the board is contained within the bylaws.

St. Isidore of Seville Catholic Virtual Board of Directors looks forward to a collaborative and transparent relationship with the Statewide Virtual Charter School Board. It will ensure staff will fulfill all pre-opening requirements so that the school is in a position to be successful upon opening. Once operating, the Principal/Director will provide a monthly report on the academic progress of students and any required operational matters. The Board of Directors will work with the School Treasurer to review the school's monthly and budget-to-actual financial position, among other key finance metrics.

2. Organizational accountability

St. Isidore of Seville Catholic Virtual School Board of Directors is committed to being knowledgeable about laws and regulations governing the school and will seek guidance from board counsel and

Res.App.212a

participate in annual training as required by Oklahoma state law. They are prioritizing diversity within their members, transparency to their stakeholders, and accountability to the Oklahoma State Virtual Charter Board as their authorizer. They will also seek to avoid conflicts of interests and keep students' academic success as a foremost priority. Like all charter schools in the state, the St. Isidore of Seville Catholic Virtual School Board understands that the school may be issued a school report card against state and federal accountability indicators and will also be accountable to the authorizer using the Performance Framework. Annually, the school leadership, the student education support team, and the Board will review state testing results for ways to improve student learning resulting in a board approved school improvement plan for the following school year.

The Principal/Director will provide monthly reports to the Board of Directors on student academic progress and operations. The Board of Directors with guidance from the Archdiocese of Oklahoma City will provide a compliance oversight role to ensure state and authorizer data reporting is done accurately and on time. The St. Isidore of Seville Catholic Virtual School Board of Directors will adhere to the authorizer's requirements for data and evidence collection, site visits, school website compliance checks, annual reviews, and performance reports. Sometime after the school's first year of operation, the school will seek external accreditation, as well as cooperate with the approved accreditation entity in the state of Oklahoma.

3. Financial stewardship

The St. Isidore of Seville Catholic Virtual School Board of Directors understands its responsibility to adhere to all state and federal laws and regulations when managing school's finances. The St. Isidore of Seville Catholic Virtual School Board of Directors has amended their by-laws to reflect their roles and responsibilities related to school finance. Finally, the St. Isidore of Seville Catholic Virtual School Board of Directors understands that there are specific indicators the school will be held accountable for in the SVCSB's Performance Framework including:

- Audit findings
- Quarterly financial reports
- Record of financial reporting compliance

4. Academic oversight

The St. Isidore of Seville Catholic Virtual School Board of Directors is committed to academic excellence and will have an unwavering commitment to achieving the school academic goals. Each year, the St. Isidore of Seville Catholic Virtual School Board of Directors, in collaboration with the Principal/ Director and administrative team will create a school improvement plan based on the annual data analysis of state assessments, review of the year's benchmark assessments, and feedback from the School Improvement Team. The Continuous Improvement Plan (CIP) will contain the required components as defined by § 70-5-117.4., including strategies for improving instruction. In a virtual school, that often includes discussions on the content of synchronous instructional sessions, strategies to improve student engagement, and the

use of supplemental curriculum to support student learning gaps. The Board of Directors will approve the CIP and will review progress towards the academic goals at its monthly board meetings.

Revisions, May 25, 2023:

Board of Directors. All of the initial directors, including Brett Farley, are listed on page 3 of the

Certificate of Incorporation, which was filed with Oklahoma's Office of Secretary of State on January 27, 2023.

Voting Rights and Governance. Non-profit corporations can be set up to be governed solely by a self-perpetuating board or by members who delegate most powers to a self-perpetuating board. St. Isidore is a member non-profit with the Archbishop of Oklahoma City and the Bishop of Tulsa constituting the two members. Neither bishop serves as a member of the Board of Directors. The Board of Directors is tasked with managing and directing "the business and affairs of the School," Bylaws, Article IV, Section 4.1, subject to the reserve powers of the members. Ibid. at Section 3.2.

Conflicting Terms. The Application has been amended to replace the phrase "Board of Trustees" with "Board of Directors" to make the Application consistent with the Bylaws and Certificate of Incorporation.

Bishops, the Board, and the EMO. To clarify, a) the bishops are not Members of the Board of Directors of St. Isidore, and b) the EMO that the School will contract with is a non-profit. See 2022 Official Catholic Directory, page 815 listing the Archdiocese's Office of

Catholic Education. (attached). The Catholic Church, under the auspices of the United States Conference of Catholic Bishops, receives a group tax exempt ruling from the IRS stating that all organizations listed in the Official Catholic Directory are nonprofit tax exempt organizations. See IRS Determination Letter dated August 24, 2022 (attached).



Section 8: Financial Management

Financial Management.

Description of the roles/responsibilities of the treasurer, financial officers

The St. Isidore of Seville Catholic Virtual School's ability to achieve its mission and vision depends on the effective and efficient use of resources. St. Isidore of Seville Catholic Virtual School will operate using sound fiscal management and accounting principles, as defined by state and federal laws and regulations. The school has a plan, including its choice to contract with an independent Oklahoma Treasurer and

Res.App.216a

Encumbrance Clerk, to maintain financial stability for each year of operation.

The school will track revenue and expenditures using the Oklahoma Cost Accounting System and make certain school finance information is available on the school website, as required by the School District Transparency Act. As previously mentioned, the St. Isidore of Seville Catholic Virtual School Board has amended its By-laws to address its role in managing school finances including the role of the School Treasurer and Board Finance Director.

The St. Isidore of Seville Catholic Virtual School Administration will provide some support for school finance including initial budget development, the independent Oklahoma School Treasurer will oversee school finances and directly handle state fiscal reporting. The School Treasurer will work closely with the Board of Directors' Finance Director to review monthly financial reports, prior to them being presented to the full St. Isidore of Seville Catholic Virtual School Board of Directors for review and approval.

Financial Policies, including financial controls and compliance with audit requirements

All general fund receipts shall be transmitted to the School Treasurer and all disbursements shall be issued by the School Treasurer. St. Isidore of Seville Catholic Virtual School will prepare an annual budget, in the form required by the state, for the fiscal year from July 1 through June 30th. If required by law, the school will schedule a public hearing at least 45 days prior to the beginning of the budget year. According to state deadlines, the St. Isidore of Seville

Res.App.217a

Catholic Virtual School board shall prepare a statement of actual income and expenditures of the school for the prior fiscal year and report that data to the State Department of Education as required by state law. The final budget may be revised by the School Board in open meeting.

St. Isidore of Seville Catholic Virtual School will employ a state approved independent auditor for the purpose of conducting an annual audit of the school each fiscal year.

The St. Isidore of Seville Catholic Virtual School Board of Directors will work closely with the School Treasurer to establish a purchasing policy that allows for the Head of School to approve minor budgeted expenditures and takes into account its agreement with educational contractors. Appropriate checks and balances will be established to insure proper internal controls.

INTERNAL CONTROL SYSTEM COMPONENTS

St. Isidore of Seville Catholic Virtual School internal control system should include five components — Control Environment, Risk Assessment, Control Activities, Information and Communication, and Monitoring.

Control Environment

The control environment, as established by the Board of Directors and leadership should set a control conscious tone for the School. Policies and Procedures should be readily available to all school personnel, and pertinent Policies/Procedures specifically reviewed upon hire.

Risk Assessment

An annual Risk Assessment should be performed, incorporating input from all levels of the organization.

The Risk Assessment can be integrated into the strategic planning process and should:

- Review and assess operations (*i.e.* internal control review), including internal control effectiveness evaluation;
- Identify significant relevant internal and external risks (at all levels) to achieving school objectives;
- Address changing economic, regulatory, and operating conditions;
- Evaluate the likelihood and possible impact of identified risks; and
- Determine what actions can be taken to minimize the risk and enhance internal controls, while following applicable laws and regulations.

Control Activities

Control activities are the policies (*i.e.* what should be done) and procedures (*i.e.* how things should be done) that help ensure that necessary actions are taken to address risks for the achievement of the school's objectives.

Control Activity Components

Internal controls rely on the principle of checks and balances and include a range of components: personnel, approvals/authorizations and verifications,

reconciliations, operating performance reviews, asset security, and segregation of duties.

Donations to the School

Section 8.5 of the Bylaws provides: “The Board may accept on behalf of the School any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the School. The School shall separately inventory assets purchased with private or donated funds.” It is our understanding that Ms. Wilkinson suggested adding that the CFO of the School be designated as the recipient of such funds to ensure that there is no commingling of funds. The St. Isidore Board will amend the bylaws to say this, if necessary, but in our counsel’s view this isn’t necessary at the bylaw level but instead is a matter of operations and internal controls, which the School will have in place to ensure proper accounting.

Personnel

Personnel need to be competent and trustworthy, with clearly established lines of authority and responsibility documented in written job descriptions and procedure manuals.

Organizational charts provide a visual presentation of lines of authority and periodic updates of job descriptions ensures that employees are aware of the duties they are expected to perform. Staff strengths/weaknesses should be identified, and duties assigned accordingly to develop a stronger team. Employees should be encouraged to participate in professional development activities.

Approvals/Authorizations and Verifications

- Policies, regulations, and procedures should clearly identify which individuals have authority to approve different types of transactions. Approval authority should be commensurate with the nature and significance of the transactions.
- Transactions should be authorized and executed by persons acting within the range of their authority. Authority can be delegated, but authorization should be from at least one level above. Employees should not authorize their own transactions.
- Individuals should understand what they are approving. Individuals should have firsthand knowledge of transactions being approved, or they should review supporting information to verify the propriety and validity of transactions.
- Transactions should not be returned to the initiator after approval. They should proceed directly for processing after approval by a supervisor.
- No one should sign blank forms/documents.
- Corrections or adjustments should be initialed by both the supervisor and employee.

Reconciliations

Balance sheet general ledger accounts reconciled monthly, full reconciliation at year-end.

Operating Performance Reviews

Operating performance should be reviewed periodically and evaluated for correction/improvement opportunities. As necessary, corrective actions/improvements should be implemented and sustained.

Asset Security

Physical restrictions, inventories, and reconciliations should be in place for safeguarding school assets/data. Information technology general controls (*e.g.*, add/changed/delete access restrictions, password, patching/updating controls, etc.) should be functioning.

Segregation of Duties

As much as possible within a small school organization, an individual should not have responsibility for more than one of the three transaction components: authorization, custody, and record keeping. When the work of one employee is checked by another (*i.e.*, authorization), and when the responsibility for custody for assets is separate from the responsibility for maintaining the records relating to those assets, there is appropriate segregation of duties. This helps detect errors in a timely manner and deter improper activities. Incompatible duties should be separated (*e.g.*, cash receipts handling/accounts receivable posting, payroll preparation/verification, etc.) among different staff and school support members.

Information and Communication

Pertinent information must be identified, captured and communicated in a form and time frame that enables people to carry out their responsibilities.

Information and transactions of value should be clearly, thoroughly, and accurately recorded and retained. Records should be maintained and controlled in accordance with the established retention period and properly disposed of in accordance with established procedures.

Effective communication must occur throughout (down, across and up) the school organization. Management should send clear messages that control responsibilities must be taken seriously.

Personnel must understand their own role in the internal control system, as well as how individual activities relate to the work of others. All personnel and support staff must have a means of communicating significant information and concerns upstream.

Monitoring

Internal control systems should be monitored — a process that assesses the quality of the system's performance over time. Ongoing monitoring occurs in the ordinary course of operations, and includes regular management and supervisory activities, and other actions personnel take in performing their duties that assess internal control system performance. Internal control deficiencies should be reported upstream, with serious matters reported immediately to leadership, and the Board of Directors as necessary based on severity. Internal control systems, the way controls are applied, personnel, and the circumstances for which the internal control system was originally designed may change over time. Thus, monitoring should include determining whether the internal control system continues to be relevant and able to address new risks and ii) making adjustments accord-

ingly. Monitoring is essential to verify that controls are operating properly. Reconciliations, confirmations, exception reports, and data analysis (budgeted revenue/expenditures to actual, operating statistics, student performance scores, etc.) are effective monitoring tools.

Financial plan for the first five years of operation

- ▶ 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 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

See Appendix H-Budget assumptions and descriptions are included in the far-right column of the budget document, with the exception of the revised minimum enrollment assumptions which are in Appendix D

The Board will have a balanced budget in all five years of operation and will work towards a 1% cash reserve by Year 5.

Insurance coverage/plan

The types and amounts of insurance coverage for the St. Isidore of Seville Catholic Virtual School will

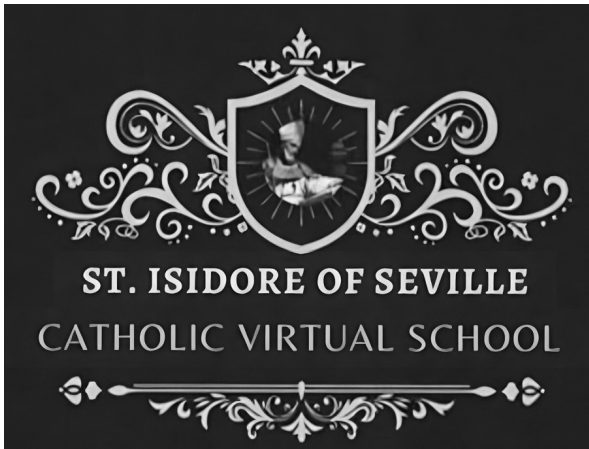
Res.App.224a

include liability, property loss, and personal injury, at a minimum.

- General Liability Insurance-\$1M each occurrence, \$2M Aggregate
- Directors & Officers Coverage-\$1M limit
- Employment Practices Liability Coverage-\$1M limit
- Umbrella Coverage-no less than \$3M
- Third Party Liability Coverage
- Non-Owned/Commercial Auto Coverage
- Educators Professional Liability Insurance
- Improper Sexual Conduct Liability Supplemental coverage
- Crime Insurance-\$300k limit
- Worker's Compensation
- Cyber Security Coverage

Verifiable proof of secured funds for each source of revenue and documentation to support any agreement, donation, or loan that supports the budget

See Appendix I. The Archdiocese of Oklahoma City have provided a Letter of Support assuring the Oklahoma State Virtual Charter Board that the school will have sufficient funds to launch and start operations.



Section 9: Education Program and Performance

Section 9: Educational Plan:

Curriculum and Instructional Model

Instruction is delivered by the teacher via synchronous and asynchronous using teacher created lessons and utilizing the Archdiocese of Oklahoma City Standards and Benchmarks and research-based curriculum resources as guides in their creation. Archdiocese of Oklahoma City Standards and Benchmarks. See below for additional information.

Teachers teach best when they have prepared their own materials with the appropriate expectations of desired rigor and classroom capability in mind. Teachers will utilize Canvas by Instructure which allows for courses to be designed in a variety of ways. Canvas provides for the upload of videos and pdfs, links to websites, and the importing of info from a variety of curriculum resources. Each teacher will

utilize this platform. Assessments can be conducted in a variety of ways as well.

Grade Bands

Grade K-3

Sample Daily Activities

Early Elementary K-3 Sample Activities

- Parent/guardian logs into the SISCVS learning system
- SISCVS learning management page will contain lessons for the day and scheduled activities including those activities to be supported by the parent/guardian and teacher.
- Teacher will provide a schedule of online live classes each day for direct instruction.
- Parent/guardian and student read together the assignments and the daily schedule
- Student and parent/guardian organize the materials for the day's lessons and begin typical early elementary activities in three to four subject areas of concentration involving perceptual-motor development, reading individually out loud, listening, reading together out loud, and basic numeracy skill development
- Student and parent/guardian attend periodic synchronous sessions via the web classroom with the teacher of record
- Student participates independently in technology supported learning games served up by the SISCVS System

Res.App.227a

- Teacher verifies attendance (5.5 hours required daily)
- Teacher and Parent/guardian review progress and teacher modifies SISCVS System's course pacing and supplemental lessons as needed to maximize the learning potential of the student

Grades 4-5

Upper Elementary 4-5 Sample Activities:

- Parent/guardian and student log into SISCVS System
- SISCVS System serves up lessons for the day and scheduled activities including those activities to be supported by the parent /guardian and teacher
- Teacher will provide a schedule of online live classes each day for direct instruction.
- Parent/guardian and student read together the assignments and the daily schedule
- Student and Parent/guardian organize the materials for the day's lessons and begin typical upper elementary activities in four to five subject areas of concentration involving perceptual-motor development, reading individually out loud, listening, reading together out loud, and basic numeracy skill development in addition to science, language development, and foreign language study if assigned.
- Student is introduced to age-appropriate novels and other readings and assigned

Res.App.228a

readings from a reading list of relevant novels

- Student interacts with technology supported learning activities designed to strengthen academic skills at a level determined by computer adaptive academic skill testing to be the appropriate level for the student.
- Teacher verifies attendance (5.5 hours required daily)
- Teacher and Parent/guardian review progress and teacher modifies SISCVS System's course pacing and supplemental lessons as needed to maximize the learning potential of the student

Grades 6-8

Middle School 6-8 Sample Activities:

- Parent/guardian and student log into SISCVS System
- SISCVS System serves up lessons for the day and scheduled activities including those activities to be supported by off-line activities and the organization of science experiments to be done in concert with the online science curriculum
- Teacher will provide a schedule of online live classes each day for direct instruction.
- Parent/guardian reviews the days lessons and activities with the student
- Five subject areas are prepared for the day's learning activities

Res.App.229a

- Student attends synchronous learning sessions present under the direction of the teacher
- Student interacts with others online in the development of group projects and assignments that require peer collaboration to complete
- Student interacts with technology supported learning activities designed to strengthen academic skills at a level determined by computer adaptive academic skill testing to be the appropriate level for the student
- Student works independently on skill and knowledge attainment assignments
- Student reviews expected outcomes for the day
- Student takes quizzes and end of unit exams to measure skill mastery and attainment based on the lessons for the day
- Student electronically submits all required written assignments to the teacher
- Teacher verifies attendance (6.75 hours required daily)
- Teacher, student and Parent/guardian review daily progress and teacher modifies SISCVS System's course pacing and supplemental lessons as needed to maximize the learning potential of the student
- Parent/guardian logs into Parent/guardian SISCVS System account to review progress and request assistance if needed

Res.App.230a

- Teacher meets virtually and by web conference tools with Parent/guardian and
- Student at least every 30 days to review monthly progress, complete required documentation, and provide academic counseling or referrals to appropriate agencies for services as needed

Grades 9-12

High School 9-12 Sample Activities:

- Student logs into SISCVS System
- SISCVS System serves up lessons for the day and scheduled activities including those activities to be supported by off-line activities and the organization of science experiments, readings, written assignments, and synchronous activities to be done in concert with the online curriculum
- Teachers will provide a schedule of online live classes each day for direct instruction.
- Student reviews the daily lessons and activities with the Parent/guardian
- Students review expected outcomes for the day
- Five subject areas are prepared for the day's learning activities
- Student attends synchronous learning sessions present under the direction of the teacher
- Student interacts with others online in the development of group projects and assign-

Res.App.231a

ments that require peer collaboration to complete

- Student interacts with technology supported learning activities designed to strengthen academic skills at a level determined by computer adaptive academic skill testing to be the appropriate level for the student
- Student takes quizzes and end of unit exams to measure skill mastery and attainment based on the lessons for the day
- Student electronically submit all required written assignments to the teacher
- Teacher verifies attendance (6.75 hours required daily), teacher, Student and Parent/guardian review daily progress and teacher modifies SISCVS System's course pacing and supplemental lessons as needed to maximize the learning potential of the student
- Student may participate in interest clubs, student government, and intramural sports
- Student participates in community support activities
- Parent/guardian logs into Parent/guardian SISCVS System account to review progress and request assistance if needed
- Teacher meets virtually and by web conference tools with Parent/guardian and student at least every 30 days to review monthly progress, complete required documentation, and provide academic counseling or referrals

to appropriate agencies for services as needed

Some students receive and execute assignments early in the morning on the same rhythm of a traditional school, but many more find their productivity is best in the afternoon or evenings. At the St. Isidore of Seville Catholic Virtual School, students meet according to schedule, but asynchronously learn at the times convenient to their schedules while ensuring the daily minimum of instructional hours. A weekly schedule follows what is presented in a daily schedule and is consistent over time. The Scope and Sequence of the curriculum drives what and when standards are being taught throughout the academic year.

Learning environment

St. Isidore of Seville Catholic Virtual School will provide live instruction within the SISCVS system and accessed via the students' course dashboard. This synchronous instructional tool is used for one-on-one sessions between teacher and students as well as for collaboration among students. A teacher's virtual office houses a whiteboard, chat room, and webcams to promote collaboration. Additionally, share screen features are controlled by the teacher, and shared documents can be edited simultaneously. Within these meetings, teachers can create "breakout" rooms where collaborative groups can meet to discuss a project or work on content. Guidance for families on establishing conducive work and learning spaces at home will be shared by the classroom teacher.

Teachers will also utilize asynchronous sessions. This is to allow for differentiation to take place for reading, math groups, project coaching, writing feedback sessions, and one-on-one help.

Curriculum overview

St. Isidore of Seville Catholic Virtual School will utilize the standards and benchmarks of the Archdiocese of Oklahoma City Archdiocesan Curriculum Standards and Benchmarks which are a compilation and adaptations of NCTE English and Language Arts Standards, NCTM Math Standards, Next Generation Science Standards, C3 Framework, Common Core, and Oklahoma State Standards, and various diocesan standards from across the country. The school's standards and benchmark curriculum and instructional framework is guided by national best practice and is reviewed and updated every seven years.

- Curriculum resources utilized to meet the standards and benchmarks must be research based, innovative, and rigorous.
- The course of study includes core subjects in Religion, Math, Science, Reading/Literature, English, History/Social Studies, fine arts, world languages, special interest electives and career-focused electives.
- The curriculum design methodology uses principles of Universal Design for Learning, ensuring that both the curriculum and the instructors provide multiple opportunities for engagement, representation, as well as action and expression to ensure that

students will spiral with the same topics throughout their career, each time increasing the complexity in order to reinforce previous learning, and also to reteach concepts one-on-one and in small groups to ensure mastery.

- School Graduation Credits will be tracked utilizing FACTS SIS and within the Counseling Department utilizing OSDE forms. Graduation Requirement Form, OSDE, 2026
- Lab Science for Middle School and High School will be conducted with partnership with local universities or by utilizing a wider net of resources. (Making Science Labs Available Virtually © 2023 Center for Teaching and Learning I Wiley Education Services)
- Course of Study for High School Students meet the Oklahoma graduation requirements and are enhanced by AP and concurrent class options for college credit. Certificate programs through Google, Meta, and Coursera will also be offered to enhance the education of a student wishing to utilize the skills in post secondary education or the workforce.

Instructional Delivery and Resources

Instruction will be driven by teacher created lessons based on materials from research-based curriculum providers. Teachers may enhance or supplement their lessons from a variety of sources. Some

Res.App.235a

of the proposed vendors are listed below, this list is expected to grow as research continues to be done in preparation of a virtual program:

K-5

Teacher Created Lessons Uploaded into Canvas
Research Based Curriculum Resources and Textbooks
Supplemental Resources Educational Apps Direct In-
struction synchronously Small Group Instruction
Asynchronous Instruction

6-8

Teacher Created Lessons Uploaded into Canvas
Research Based Curriculum Resources and Textbooks
Supplemental Resources Educational Apps Direct In-
struction synchronously Small Group Instruction
Asynchronous Instruction CTE Courses within sub-
ject area Summer Credit Recovery

9-12

Teacher Created Lessons Uploaded into Canvas
Research Based Curriculum Resources and Textbooks
Advanced Placement Course Concurrent Courses Cer-
tificate Programs Supplemental Resources Educa-
tional Apps Direct Instruction synchronously Small
Group Instruction Asynchronous

Curriculum Resources

To address the wide range of learners at St. Isidore of Seville Catholic Virtual School, a variety of

Res.App.236a

standards-aligned additional resources are utilized by teachers:

- Researched Based Curriculum/Textbook Publishers: Saavas, HMH, McGraw Hill, Prentice Hall, Memoria Press, Sadlier, Zaner Bloser, and others
- High Quality Literature, Poetry, and Nonfiction Selections
- iReady-an assessment and instruction program for Math and English Language Arts that provides a diagnostic, aligned instruction, and teacher resources to help accelerate students toward grade level proficiency and beyond
- BrainPop — an online animated curriculum-based content that is aligned to state standards. It includes videos, games, quizzes, and activities for science, health, writing, reading, social studies, and math.
- DIBELS — provides a battery of short (one minute) fluency measures that can be used for universal screening, benchmark assessment, and progress monitoring in kindergarten — 3rd grade.
- IXL — an interactive online learning solution aligned to state standards that helps teachers personalize instruction through comprehensive curriculum, continuous diagnostics, and guidance for skill building.
- NewsELA — an instructional content platform that provides teachers and students with access to 20+ genres of content to sup-

Res.App.237a

port core instruction, like primary sources, reference texts, essays, fiction, issue overviews, and more at 5 reading levels.

- Reading A-Z — an instructional content platform that provides thousands of downloadable, projectable, printable teacher materials, covering all the skills necessary for effective reading instruction.
- IEW-Institute for Excellence in Writing. Using the four language arts—listening, speaking, reading, and writing—IEW methods have been proven to be effective for students of all ages and levels of ability, including those who are gifted, have special needs, or are English language learners.
- Delta Science, Carolina University provided lab lessons
- Babbel, Rosetta Stone-World Language programs in addition to teacher guided lessons

All the selected vendors have data available to support the effectiveness of their offerings, and the school's choice of the vendors is based on extensive evaluative information reviewed by The Archdiocese of Oklahoma Director of Education and the Superintendent of Schools for the Diocese of Tulsa in proposing the education program to be offered to the St. Isidore of Seville Catholic Virtual School Board. Each vendor aligns with the instructional methodology of the school by embedding the pedagogy of personalized learning and backward design principles in all courses. These methods are research-based and imperative for the leaders of tomorrow. Small group

and individual instruction when warranted builds strong learners.

Instructional Strategies

Teacher-created direct instruction puts students' needs at the forefront of the instructional design, allowing for them to be wholly involved in each aspect of their learning. Instruction will be synchronous and asynchronous in order to meet the needs of all students. Students can progress through the independent aspects of their lessons at different paces based on their rate of mastery, yet the school has grading and progress expectations that all students must meet for each term. In the virtual setting, the benefit rests within the flexibility and fluidity for each student's schedule. The daily experience of a St. Isidore of Seville Catholic Virtual School student includes scheduled live instructional sessions, scheduled small group targeted sessions, participation in Socratic discussions to improve a respect for dialogue and the improvement of oral language and critical thinking skills, and 24/7 access to asynchronous course work and supplemental curriculum resources, aligned to Archdiocesan standards that meet or exceed state standards. This student-centered learning approach allows for more active learning, increased comprehension, and responsibility which fosters independence, accountability, and time-management—all critical skills for higher education, the job force of today, and everyday life. Students will also have personalized learning opportunities to help them develop their own learning strategies and be engaged in the learning process by having a voice in the process.

An important addition to individualizing instruction according to student needs is that as students' progress through the digital curriculum asynchronously, the Learning Management System within SISVCS captures the results of short cycle assessments in a color-coded mastery dashboard against state standards, equipping teachers with the immediate data needed to provide targeted synchronous instruction. The St. Isidore of Seville Catholic Virtual School instructional model plans synchronous instruction as a chance to add instructional value above and beyond what is already available in the asynchronous model. Teachers use data to determine which students need one-on-one direct instruction or small learning groups in order to both differentiate and tailor instruction to students' real-time needs. This is especially effective in remediation situations. In order to support student engagement, peer interactions will be hosted within small and large virtual classroom settings, to ensure individual attention, increased participation, and better communication.

Lastly, instruction is embedded within a Multi-Tiered System of Supports (MTSS/RtII). MTSS/RtII uses assessment, intervention, and targeted instruction to ensure the academic, social, and emotional growth of each child within three tiers-whole group, small group interventions, and individualized support.

Career Readiness and Workforce Development Program:

Oklahoma and the nation face a critical shortage of qualified employees with the skills and training needed to fill available jobs. In February 2021, ACTE

reported that 55% of jobs in Oklahoma require skills training — more education than high school but less than a four-year degree; however, only 47% of Oklahoma workers are trained at this level. St. Isidore of Seville Catholic Virtual School career readiness program aims to help to fill these gaps. One way will be by allowing students to participate in professional online certificate programs that build real life skills that transfer to work opportunities after graduation. These skills can help a student to continue their education while working at the same time.

St. Isidore of Seville Catholic Virtual School will offer a comprehensive career readiness program that is an integrated and inclusive approach to student learning that is designed to close the skills, interest, and equity gaps in this evolving, global society. Our process will parallel the vision and goal of the Oklahoma Department of Education's Individual Career Academic Plan (ICAP) and House Bill 2155.

In order to achieve this goal, a Career Tech Education (CTE) Coordinator will be hired to formulate and administer a comprehensive CTE program across grades K-12. This includes working collaboratively with families, school leadership, student services personnel, and teachers to ensure the delivery of career development services for all students.

The CTE coordinator and school counselor will work together to develop and strengthen student's postsecondary goals; however, their roles are differentiated through the support and services provided. The school counselor provides all students with counseling that facilitates academic, career and social/emotional development, helping all students develop plans for choosing a career. The school

Res.App.241a

counselor will coordinate with the CTE coordinator to advocate for career readiness opportunities, which are designed to guide students to success in their chosen careers.

The specific CTE programs of study established will be informed by input from the industry needs of the community, as well as the career interests and the location of students in the program.

The CTE coordinator will build partnerships with local industries, postsecondary institutions, and community and student organizations to foster college and career readiness. Partnering with several of the 29 career tech centers around the state, as well as Jobs for America's Graduates, will increase the total Career Tech enrollments and workforce pipeline for the state of Oklahoma.

Students will have opportunities to work together in real time using digital collaboration tools that are intentionally integrated into the curriculum in order to support both cognitive and non-cognitive skills. St. Isidore of Seville Catholic Virtual School will specialize in the simulation of and/or real world, authentic learning experiences to help students develop key competencies that will allow them to thrive in the workforce. Students will have the opportunity to graduate with workplace experiences, industry recognized credentials and certificates, and/or college credits.

Equipment and Technology Requirements

St. Isidore of Seville Catholic Virtual School will ensure that all students have access to broadband internet to participate in the school program. This

Res.App.242a

may include providing a limited number of Wi-Fi Hotspots to students that live in rural areas with no broadband providers.

All students will be provided with:

- Hardware
 - Chromebooks
 - Earbuds
 - Cellular Hot Spots (upon request/financial need/approval according to school policy)
- Software
 - Chrome OS
 - GoGuardian

All school staff will be provided with:

- Hardware
 - Windows Laptop
 - External Monitor (upon request/approval)
 - Keyboard (upon request/approval)
 - Mouse (upon request/approval)
 - Headset (upon request/approval)
- Software
 - Microsoft 365 Suite
 - One Drive storage space
 - Business Intelligence (BI) Tools (One or more of the following)
 - Domo
 - PowerBI

Res.App.243a

- High Speed Internet Connectivity (School Office Only)
- Cisco Meraki Hardware (School Office Only)
 - Switches
 - Wireless Access Points
 - Content Filtering
- Ring Central Telephones (School Office Only)

Students and staff are provided with:

- ☑ Software
- ☑ Google G-Suite
- ☑ Kami
- ☑ Learning Management System (LMS)
 - Instructure Canvas
- ☑ Student Information Systems (SIS) — FACTS SIS
- ☑ Web Conferencing (One or more of the following)
 - Big Blue Button
 - Zoom
- ☑ Communications — FACTS SIS
- ☑ Curriculum Resources/ Enhancement (One or more of the following)
 - Accelerate Education
 - StrongMind

Res.App.244a

- Raz Kids
- Moby Max
- Pear Deck
- Newsela
- Gizmos
- Overdrive
- Voyager Sopris (Dibels)
- n2y Unique
- Amplify
- Core Knowledge Foundation
- eDynamic Learning
- IXL Learning
- Brain Pop
- Pearson
- Memoria Press
- Tan Books
- HMH, McGraw Hill,
- Saavas
- Shurley English
- Zaner Bloser
- Sadlier
- Math in Focus
- Assessments (One or more of the following)
 - Instructure Mastery Connect
 - NWEA MAP

- iReady

Assessment Platforms:

- Google
- Edulastic (Go Guardian product for secure testing)

Alignment with Archdiocesan Standards and Benchmarks

As previously stated, the SISCVS system includes state-of-the-art technology with state-specific reporting components, and full curriculum alignment to meet or exceed state standards. Curriculum vendor coursework is embedded seamlessly within the SISCVS system. The St. Isidore of Seville Catholic Virtual School curriculum team first verifies alignment to the state standards, cross referencing with other vendors to ensure effective coverage. When the verification of alignment is completed, any gaps are identified immediately, and the St. Isidore of Seville Catholic Virtual School team procures supplementary materials to support mastery of each standard.

Student Assessment (Internal and External)

Plan to measure and report student progress

A strong assessment plan is the cornerstone of any successful instructional program. Each diocesan school implements numerous assessment tools for students and would propose the following for St. Isidore of Seville Catholic Virtual School. In order to verify curricular alignment to mission, standards and benchmarks, ensure instructional efficacy, and monitor

student learning, schools must employ a balanced assessment system that includes several types of testing methods to determine what students are learning, how teachers are teaching, and what instructional and curricular decisions must be made with regard to scaffolding, alignment, adjustments, and interventions. In a balanced assessment program, school leaders plan for diagnostic, formative, interim and summative assessments. In this way, assessment results provide identification of students in need of intervention, feedback to teachers about instructional practice, and verification of curricular strengths and weaknesses.

St. Isidore of Seville Catholic Virtual School
Assessment System

- **Incoming Assessment** — All new students will be assessed for learning readiness using Curriculum Based Measure, a computer adaptive, or a nationally normed test. The results from this initial assessment will assist teachers in developing a personalized plan for each student using Archdiocese of Oklahoma City Standards and Benchmarks and Oklahoma State standards.

Ongoing Assessments — Once a student is enrolled and has finalized his/her personalized plan with an advisor, the student will participate in a variety of performance assessments over time to monitor their progress and modify their academic program keeping them on track for academic success. These assessments include:

- Short Cycle Assessments
- Course level Assessments

Res.App.247a

- Computer-adaptive Nationally Normed Assessments: The assessments are taken three times per school year by all students. Baselines (incoming assessment) are established the first month of the school year. Once a baseline has been established, performance is also measured in the winter and spring.
- State tests: Summative assessments to measure student achievement in learning the standards, if required.
- Local Benchmark/Diagnostic (Computer Adaptive Nationally Normed)-iReady, NWEA MAP
- Incoming Assessment-iReady, NWEA MAP, WRAT
- Short Cycle Assessments-iReady (K-8) and MasteryConnect (K-12)
- Reading Fluency-DIBELS, STAR Early Learning Literacy (K-2, Reading A-Z)
- Classroom Assessments-iReady Standards Mastery, MasteryConnect, Course assessments
- Benchmarks for student learning
 - Local Benchmark/Diagnostic (Computer Adaptive Nationally Normed)-iReady
 - Incoming Assessment-iReady, NWEA MAP, WRAT
 - Short Cycle Assessments-iReady (K-8) and MasteryConnect (K-12)
 - Reading Fluency-DIBELS, STAR Early Learning Literacy (K-2, Reading A-Z)

Res.App.248a

- Classroom Assessments-iReady Standards Mastery, MasteryConnect, Course assessments
- District/school assessments
 - The specific school assessments are contained in the assessment plan above.
- Oklahoma School Testing Program (OSTP), if required
 - State Assessments-
 - Oklahoma Core Curriculum Test for Grades 3-8 and 11 in Mathematics, English Language Arts and Science.
 - Oklahoma Core Curriculum Test for U.S. History administered in Grade 11.

Program Evaluation

Student performance and progress towards standards mastery will be continually monitored at the school level through a defined cycle of data review and data meetings. Each year the Principal will work with teachers and the assessment team to create the Instruction Plan based on the school's data. This plan will be created once the school Assessment Plan has been finalized and will take into consideration the points at which data will be available from each assessment. The Instruction Plan will detail what groups teachers and school leaders will meet to discuss data, and how often. The plan will define a school-wide data protocol to be utilized to guide review of the data, interpretation of the data, and determination of follow up actions. Specific data to be reviewed in a timely fashion as dictated by the assessment

Res.App.249a

calendar. September reviews are focused on diagnostic data, short cycle data would be reviewed during the 2nd and 3rd testing periods to determine growth and intervention needs.

During these conversations data will be reviewed through multiple lenses:

- Proficiency and growth data
- Individual student level data
- Grade level or grade band data trends
- Subject area trends
- Data by teacher
- Data disaggregated by student subgroup
- Item level analysis
- Standards level analysis

Minutes, team notes and action plans, and needed resources will be captured during each meeting, shared with the school faculty, and placed in a shared digital space for relevant stakeholders to access.

This plan monitors student performance on short cycle assessments and looks at supplemental curriculum usage to identify curriculum gaps/needs, areas of instructional need, and patterns of supplemental usage as it relates to student performance. Particular attention to teaching methods and resources are to be used.

As stated previously, the St. Isidore of Seville Catholic Virtual School Board is committed to academic excellence and will have an unwavering commitment to achieving the school academic goals.

Each year, St. Isidore of Seville Catholic Virtual School Board in collaboration with the administrative team will create a school improvement plan based on the annual data analysis of state assessments, review of the year's benchmark assessments, and feedback from the School Improvement Team. The Continuous Improvement Plan (CIP) will contain the required components as defined by § 70-5-117.4., including strategies for improving instruction. In a virtual school, that often includes discussions on the content of synchronous instructional sessions, strategies to improve student engagement, and the use of supplemental curriculum to support student learning gaps. The Board of Directors will approve the CIP and will review progress towards the academic goals at its monthly board meetings.

Schools in the Archdiocese of Oklahoma City and the Diocese of Tulsa are accredited by OCCSAA, Oklahoma Conference of Catholic Schools Accrediting Association, which is overseen by OPSAC. Certificate of Accreditation is currently up to date and renews in 2026 upon review. The curriculum offered also meets the standards of both the Archdiocese of Oklahoma City, the Diocese of Tulsa, national standards, and Oklahoma standards. St. Isidore of Seville Catholic Virtual School Board will obtain accreditation through the state of Oklahoma for the required period of time and with a national accrediting agency after year two if needed.

Plan for support structures (e.g. online tutoring, home mentors, and technical support services in place 24x7) in addition to teacher support

Teacher-led and teacher created instruction will include synchronous and asynchronous learning

opportunities, one-to-one tutoring, organized peer interaction, and a focus on critical skills for success in college and the workforce.

Special Education

Support for diverse learners

Students enrolled in St. Isidore of Seville Catholic Virtual School Board will receive a Free and Appropriate Public Education in the Least Restrictive Environment to the maximum extent possible through a virtual education program.

Child Find

The Individuals with Disabilities Education Act (IDEA) 20 U.S.C. § 1412(a)(5)(A) states, to the maximum extent appropriate, all students with disabilities, 3 through 21 years of age, are to be educated with age-appropriate peers, both with and without disabilities. This process is known as the least restrictive environment (LRE). The LRE is the appropriate balance of settings and services to meet the student's individual needs. The Local Education Agency (LEA) must have an array of services and a continuum of alternative placements/educational setting options available to meet the individual LRE needs of each student (34 C.F.R. §§ 300.114 and 300.115). An appropriate LRE is one that enables the student to make reasonable gains toward goals identified in an Individualized Education Program (IEP). The student's IEP must indicate the individualized LRE placement. The IEP team must consider to what extent, if any, the student will or will not participate in the general education classroom environment, the general education curriculum, and

extracurricular or other nonacademic activities. This provision includes students with disabilities placed in public or private institutions or other care facilities by the IEP team. Special classes, separate day school, and other removals of a student with a disability from the general education environment may occur only when the nature or severity of the disability is such that education in the general education class, even with the use of supplementary aids and services, cannot be achieved satisfactorily. Child Find, Least Restrictive Environment, OSDE Handbook pg. 182

Students who may not be performing in line with expected outcomes from the Archdiocesan Standards and Benchmarks which meet or exceed Oklahoma Standards and Benchmarks may be referred to the Student Support Team (SST) consisting of general education teachers, special education staff, and school administrators for review of data as screening of possible learning difficulties. A variety of methods may be used to screen students, including performance-based assessments, curriculum-based measures, daily classroom work, observations, developmental achievements, and kindergarten readiness measures, all of which are assessments or activities that would be given to all students. If through the screening, a student is identified as possibly having a disability or in need of special education services, parents may be asked for their consent to evaluate their child. Special education referrals for evaluation may be made by the parent for a variety of reasons, including but not limited to academic and/or behavioral concerns. Students referred must be assessed within 45 days.

Multi-Tier System of Support (MTSS) Plan

St. Isidore of Seville Catholic Virtual School will implement comprehensive coordinated services and activities that provide educational and behavioral evaluations, services, and support. These services may include professional development for teachers and other staff, enabling them to deliver scientific research based academic and behavioral interventions. This may include scientifically based literacy instruction, and where appropriate, training on the use of adaptive and instructional software. Research based curriculum resources will be used and best practice in instructional strategies employed.

Students may be referred for special education evaluation by their parent/guardian, teacher, or the Student Support Team (SST). The team, consisting of general education teachers, special education staff, and school administrators will regularly review data on students that are not progressing as expected. The SST will consult with the parent/guardians and address struggling students' needs through the Multi-Tier System of Support (MTSS) which includes the Response to Instruction and Intervention (Rtll) process and Positive Behavioral Intervention and Supports (PBIS). The teacher will implement and document interventions and the student's response to interventions. If a student is referred for an evaluation, the students' response to MTSS efforts are used as one data metric in the determination of special education eligibility. These interventions will not be used to delay or deny a parent/guardian-requested special education evaluation. A student's eligibility for special education and related services will be determined through assessments administered

Res.App.254a

by a school psychologist, classroom data, review of records and parent and teacher input.

St. Isidore of Seville Catholic Virtual School may employ a school psychologist, or contract with a specialist to evaluate students for services. Parents may also secure their own qualified testing specialist to complete their child's evaluation if they choose. Such specialist could include:

Testing Service

University Counseling Center
The University of Oklahoma
Goddard Health Center

Address

620 Elm Ave, Ste. 201 Norman Oklahoma

Phone

405-325-2911

Testing Service

University Of Central Oklahoma (UCO)
Learning and Behavior Clinic

Address

301 S. Boulevard Edmond, OK 73034

Phone

Jeremy Medders 405-285-6671

Testing Service

Cathy Reim

Address

13301 S. Pennsylvania Oklahoma City, OK
73170

Phone

405-659-1027

Testing Service

Keys Speech & Hearing Center, OU Health
Sciences Center

Address

825 NE 14th Oklahoma City, OK 73104

Phone

405-271-4214

Testing Service

Reach-Resources & Evaluation for Achievement

Address

6033 Heirwich Manor Oklahoma City, OK 73132

Phone

Kim Dixon 405-722-3062

Testing Service

Paula Stanford — Learning Styles

Address

6520 N. Western, Suite 101
Oklahoma City, OK 73116

Phone

405-524-4610

Testing Service

Child Study Center, OU-HSC

Address

Res.App.256a

1100 NE 13th Oklahoma City, OK 73117

Phone

Darlene Harris 405-271-6824

Testing Service

Dr. Leslie Rundell

Address

Lakeshore Tower 4301 NW 63rd St., Suite
102 Oklahoma City, OK 73116

Phone

405-848-2511

Testing Service

Encouraging Words Speech, Dyslexia

Address

2949 W Hefner Rd Oklahoma City, OK 73120

Phone

Laura Gautreaux 405-578-4442

Testing Service

Elite Therapy

Address

1505 Renaissance Blvd. Edmond, OK 73013

Phone

Dr. Miracle Goetz 405-340-7056

Testing Service

Dr. Sharon Mullins

Address

Res.App.257a

2000 E 15th St Edmond, OK 73013

Phone

405-330-8733

Testing Service

Speech & Hearing Associates

Address

2500 S. Broadway #200 Edmond, OK 73013

Phone

Linda Elliott 405-340-7056

Testing Service

Speech & Hearing Associates

Address

2500 S. Broadway #200 Edmond, OK 73013

Phone

Linda Elliott 405-340-7056

Testing Service

Tulsa Developmental Pediatrics & Center
for Family Psychology

Address

4520 S. Harvard, Ste. 200 Tulsa, OK 74132

Phone

Marie Conley 918-743-3224

Testing Service

Tulsa Ritecare Childhood Language Clinic

Address

Res.App.258a

9525 E 51st, #6 Tulsa, OK 74101

Phone

918-622-7064

Testing Service

McAlester Rite care Clinic

Address

305 N. 2nd Street McAlester, OK 74501

Phone

918-426-2300

Testing Service

Oklahoma State University
Speech Language Hearing Clinic
(Sponsored by Ritecare: Guthrie Scottish
Rite Masons)

Address

Stillwater

Phone

Lisa Ashley, M.Ed. CCC-SLP

Testing Service

Heartspring-Testing for Autism

Address

8700 E. 29th St. North Wichita, KS 76226

Phone

800-835-1043

Testing Service

Res.App.259a

Southern Methodist University Diagnostic
Center For Dyslexia & Related Disorders

Address

5236 Tennyson Parkway, Bldg. 4, Suite 108
Plano, TX 75024

Phone

Helen Macik 214-768-7323

Testing Service

Cornerstone Behavioral Health

Address

1212 S. Air Depot, Ste 9 Midwest City, OK
73110

Phone

405-455-6868

Testing Service

Oklahoma Pediatric Therapy Center

Address

1817 Commons Circle Ste A, Yukon, OK 73099

Phone

405-467-6782

Students determined in need of an itinerant or supplemental level of support will access the general education curriculum with accommodations and modifications as outlined in their IEP in the general education classroom with their typical peers. Special education and general education teachers will collaborate to make necessary accommodations and modifications. Students may receive more intense instruction

in small groups (with or without general education peers) or one-on-one instruction and intervention, depending on the specific needs of the student and as described in the student's IEP. Students that qualify for the alternative state assessment, Oklahoma Alternative Assessment Program (OAAP), will utilize a comprehensive program using an alternative curriculum which will include core content, social skills instruction and daily living skills based on individual needs.

Alternative placements are considered when the current educational environment is no longer meeting the needs of the student and the IEP team determines that a student needs more intensive support and programming than what a virtual program can offer. Alternative placements can include center-based programs, approved private placements and/or home and hospital instruction.

Individualized Disability Education Act (IDEA) & Section 504 Rehabilitation Act

St. Isidore of Seville Catholic Virtual School Board estimates that 20% of the student population will require special education support and services. This estimate is based on a 2% increase on the available data for statewide virtual charter schools taken from the 2021 Oklahoma Virtual Funding Study. Data indicates at the time, 18% of virtual charter students qualified for special education services. (OK Virtual Funding Study p. 35, 2021)

St. Isidore of Seville Catholic Virtual School Board will comply with all applicable State and Federal Laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilita-

tion Act (“Section 504”), the Americans with Disabilities Act (“ADA”), the Individuals with Disabilities Education Act (“IDEA”), as well as Oklahoma Special Education Rules to the extent that it does not compromise the religious tenets of the school and the instructional model of the school. The proposed school administrative office will be ADA compliant.

Transfer/New Enrollment with existing IEP or 504

After a student’s application for enrollment has been confirmed, families will be given the opportunity to inform the School if their child has an IEP or 504 Plan. The parent/guardian/adult student may provide a copy of the documents, or the St. Isidore of Seville Catholic Virtual School will request the documents from the previous school.

Upon enrollment, the Student Support Team will review the evaluation report and IEP from the previous school district. After consultation with the parent/guardian/adult student, the school will offer comparable services as outlined in the student’s existing IEP. The Student Support Team will be convened within 10 instructional days of obtaining the IEP to adopt or amend the existing IEP. For a student with an existing 504 Plan, we will convene a Student Support Team meeting with the parent/guardian/adult student in a reasonable amount of time, but no later than 30 days after the obtainment of the 504 plan. In addition to being active participants in the IEP and 504 Student Support Team meetings, the parent/guardian/adult student will be provided with a copy of the Procedural Safeguards Notice on a yearly basis at minimum.

Res.App.262a

Eligibility for special education and related services as a young child shall be determined on the basis of multiple sources of information, including, but not limited to:

- Vision/hearing screening
- Health/medical information
- Adaptive behavior
- Social/emotional status
- General intelligence
- Academic performance (present levels)
- Communication status (speech/language functioning)
- Motor abilities
- Developmental history
- Observations of the student during instruction
- Historical review of the student's academic progress
- Interview(s) with parent(s) and teacher(s)
- Assistive Technology (AT)

A medical or health diagnosis does not automatically qualify a student for special education services under IDEA; but a group should consider the data as part of a comprehensive evaluation.

Student Service Team

Once consent is obtained from the parent, a group is formed to carry out the evaluation process. The

Res.App.263a

members of each evaluation group may differ; however, there are specific members and skills that must be represented. Members include:

1. The parents of the student.
2. A general education teacher.
3. The special education Director
4. A special education teacher.
5. At the discretion of the parent or SISCVS, other individuals who have knowledge or special expertise regarding the student, including related services personnel as appropriate; and
6. Other qualified professionals, as appropriate.
 - a. Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of students with disabilities.
 - b. Is knowledgeable about the general education curriculum; and
 - c. Is knowledgeable about the availability of resources of the public agency.
 - d. an individual who can interpret the instructional implications of evaluation results, who may also hold another position on the IEP team, such as a teacher.
 - e. At least one contracted person qualified to conduct individual diagnostic examinations of children, such as a school

psychologist and/or a speech-language pathologist.

St. Isidore of Seville Catholic Virtual School will employ as possible or contract with professionals in the following categories to secure the necessary testing to determine if special education services are necessary for success:

1. Speech Pathologist
2. Occupational Therapy
3. School Psychologist
4. Vision and Hearing Screening Programs
5. Assistive Device Consultants

Parent Participation

If parent(s) cannot attend scheduled Student Service Team meetings, other methods may be utilized to ensure parent participation, including Zoom, or similar individual or conference telephone calls. Following evaluation and providing special education and related services to your child for the first time with parental consent, meetings may be conducted without a parent in attendance if St. Isidore of Seville Catholic Virtual is unable to convince the parent that they should attend and the school has a record of reasonable attempts to schedule meetings at a mutually agreed on time and place. In these cases, Written Notice to Parents will be used to inform the parents of any group decision and reasons for that decision.

Timeline

Oklahoma has established a 45 school-day timeline. The timeline for conducting the initial evaluation starts upon receipt of written parental consent to conduct the evaluation and ends with the determination of eligibility for special education services. St. Isidore of Seville Catholic Virtual School will abide by the timeline in all but the following instances:

- a) The 45 school-day timeline does not apply to a public agency if: 34 CFR § 300.301.
- b) The parent of the child repeatedly fails or refuses to produce the child for the evaluation; or
- c) If a child enrolls at SISVCS after an evaluation has begun at another district. SISCVS will make every attempt to make sufficient progress but will petition the parent for a mutually agreeable timeline for completion of eligibility.

The time between eligibility determination and implementation of the individualized education program (IEP) cannot exceed 30 calendar days. The IEP will consist of goals and benchmarks as outlined in the Oklahoma Special Education Handbook. Oklahoma Special Education handbook, 2022

Transitions in Education

Early childhood

Students discovered through Sooner Start and/or other child find systems transferring into the Kindergarten of St. Isidore of Seville Catholic Virtual School will:

Res.App.266a

1. Conduct an annual IEP Review Meeting and address the following areas:

- a. Whether the student's annual goals have been achieved up to the point of transition, including those for related services necessary for elementary transition
- b. Whether there is any lack of expected progress toward annual goals or in the general education curriculum as appropriate to grade level
- c. Whether any additional assessments are necessary and to address the results of those conducted with an update to the IEP
- d. Gather additional information about the student provided by the parent
- e. The student's anticipated needs in the upcoming grade level
- f. Continue to monitor the continuing eligibility of the student based on an evaluation or review of a variety of data, which may include formal or informal assessment, progress toward IEP goals and when applicable benchmarks/objectives.

Intermediate Grades

As students transition into grades 3-5, it is imperative that students understand that the power to learn lies within them and that it is only a matter of finding the right strategies to ensure their success. This can be accomplished in several ways:

1. Conduct an annual IEP Review Meeting and address the following areas:

Res.App.267a

- a. Whether the student's annual goals have been achieved up to the point of transition, including those for related services necessary for elementary transition
 - b. Whether there is any lack of expected progress toward annual goals or in the general education curriculum as appropriate to grade level
 - c. Whether any additional assessments are necessary and to address the results of those conducted with an update to the IEP
 - d. Gather additional information about the student provided by the parent
 - e. The student's anticipated needs in the upcoming grade level
 - f. Continue to monitor the continuing eligibility of the student based on an evaluation or review of a variety of data, which may include formal or informal assessment, progress toward IEP goals and when applicable benchmarks/objectives.
2. Beginning of the year onboarding process (can be revisited after long breaks during the year)
- a. Managing the collaborative process within the Google Suite
 - i. What is respectful discourse?
 - ii. How do we support our fellow classmates in a positive way?
 - iii. Understanding the Citing Process; giving credit where credit is due

Res.App.268a

- b. Managing a synchronous and asynchronous schedule
 - i. How to plan the day and stick to it
 - ii. Understanding the concept of time; using alarms
- c. Understanding that we are created for the good and in turn we give the good in what we do, the virtues of industriousness, kindness, perseverance, understanding, justice, fairness.
 - i. Turning in quality work: What is quality for them?
 - ii. Being prepared for class in dress, attitude, and course preparations
 - iii. Being a good classmate for others

Middle School

Students on an IEP transitioning from a self-contained classroom into a departmentalized middle school program will follow the process below in order to ensure that supports are in place to assist in a successful transition to the next level of education.

1. Conduct an annual IEP Review Meeting and will address the following areas:
 - a. Whether the student's annual goals have been achieved up to the point of transition, including those for related services necessary for elementary transition
 - b. Whether there is any lack of expected progress toward annual goals or in the gen-

Res.App.269a

eral education curriculum as appropriate to grade level

- c. Whether any additional assessments are necessary and to address the results of those conducted with an update to the IEP
- d. Gather additional information about the student provided by the parent;
- e. The student's anticipated needs in the upcoming grade level
- f. Continue to monitor the continuing eligibility of the student based on an evaluation or review of a variety of data, which may include formal or informal assessment, progress toward IEP goals and when applicable benchmarks/objectives.

2. Beginning of the year onboarding process (can be revisited after long breaks during the year)

- a. Managing the collaborative process within the Google Suite.
 - i. What is respectful discourse?
 - ii. How do we support our fellow classmates in a positive way?
 - iii. Understanding the Citing Process; giving credit where credit is due
- b. Managing a synchronous and asynchronous schedule
 - i. How to plan the day and stick to it
 - ii. Understanding the concept of time; using alarms

Res.App.270a

- c. Understanding that we are created for the good and in turn we give the good in what we do, the virtues of industriousness, kindness, perseverance, understanding, justice, fairness.
 - i. Turning in quality work: What is quality for them?
 - ii. Being prepared for class in dress, attitude, and course preparations
 - iii. Being a good classmate for others

3. Multiple Intelligence Assessment for all students—

- a. Where are their natural strengths?
- b. What is a weakness that can be developed?
- c. College and career coursework designed to highlight various careers, professionals in those careers, and skills needed to develop this interest.

High School

Students on an IEP transitioning from middle school to the high school program will follow the process below in order to ensure that supports are in place to assist in a successful transition to the next level of education.

1. Conduct an annual IEP Review Meeting and will address the following areas:
 - a. Whether the student's annual goals have been achieved up to the point of transition, including those for related services necessary for elementary transition

Res.App.271a

- b. Whether there is any lack of expected progress toward annual goals or in the general education curriculum as appropriate to grade level
 - c. Whether any additional assessments are necessary and to address the results of those conducted with an update to the IEP
 - d. Gather additional information about the student provided by the parent.
 - e. The student's anticipated needs in the upcoming grade level
 - f. Continue to monitor the continuing eligibility of the student based on an evaluation or review of a variety of data, which may include formal or informal assessment, progress toward IEP goals and when applicable benchmarks/objectives.
2. Beginning of the year onboarding process (can be revisited after long breaks during the year)
- a. Managing the collaborative process within the Google Suite.
 - i. What is respectful discourse?
 - ii. How do we support our fellow classmates in a positive way?
 - iii. Understanding the Citing Process; giving credit where credit is due
 - b. Managing a synchronous and asynchronous schedule
 - i. How to plan the day and stick to it

- ii. Understanding the concept of time; using alarms
- c. Understanding that we are created for the good and in turn we give the good in what we do, the virtues of industriousness, kindness, perseverance, understanding, justice, fairness,
 - i. Turning in quality work: What is quality for them?
 - ii. Being prepared for class in dress, attitude, and course preparations
 - iii. Being a good classmate for others

3. Multiple Intelligence Assessment for all students—

- a. Where are their natural strengths?
- b. What is a weakness that can be developed?
- c. College and career coursework designed to highlight various careers, professionals in those careers, and skills needed to develop this interest.

Post Secondary

St. Isidore of Seville Catholic Virtual School will assist high school students on an IEP in the transition process from high school to post-secondary school environments utilizing the Oklahoma Secondary Transition Guide along with other college and career readiness resources to offer them potential options that will support their dignity as a person of God and help them realize their talents and skills.

Res.App.273a

1. Conduct an annual IEP Review Meeting and will address the following areas:

- a. Whether the student's annual goals have been achieved up to the point of transition, including those for related services necessary for elementary transition
- b. Whether there is any lack of expected progress toward annual goals or in the general education curriculum as appropriate to grade level
- c. Whether any additional assessments are necessary and to address the results of those conducted with an update to the IEP
- d. Gather additional information about the student provided by the parent;
- e. The student's anticipated needs in the upcoming grade level
- f. Continue to monitor the continuing eligibility of the student based on an evaluation or review of a variety of data, which may include formal or informal assessment, progress toward IEP goals and when applicable benchmarks/objectives.

3. Multiple Intelligence Assessment for all students—

- a. Where are their natural strengths?
- b. What is a weakness that can be developed?
- c. College and career coursework designed to highlight various careers, professionals in those careers, and skills needed to develop this interest.

Appropriate documentation will be provided to the parents, and all faculty and staff who have the designated approval for notification.

Taxonomy for Transition Programming

Student-Focused Planning

- IEP Development
- Student participation
- Planning Strategies

Family Involvement

- Family Training
- Family Involvement
- Family Empowerment

Student Development

- Life Skills Instruction
- Career & Vocational Curricula
- Structured Work Experience
- Assessment
- Support Services

Program Structure

- Program Philosophy
- Program Policy
- Strategic Planning
- Program Evaluation
- Resource Allocation
- Human Resource Development

Interagency Collaboration

- Collaborative Framework
- Collaborative Service Delivery

The Oklahoma Transition Guide, p. 10 provides a good illustration of the processes necessary to assist students transferring into post-secondary education, career, or other life situations. (Oklahoma Transitions Guide)

English Learner support

Evaluations must consider the child's English language skills and ethnic background to ensure that the testing and evaluation will be equitable for children of any race or culture. Tests will be given in the native language or mode of communication that is most likely to give accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is clearly not feasible. Upon enrollment in St. Isidore of Seville Catholic Virtual School, the parent/guardian will complete a Language Preference Form/survey to ensure, to the ability possible, that communication and assessments are delivered in the student/ family's native language.

St. Isidore of Seville Catholic Virtual School will meet the needs of English Language Learners as required by State and Federal law by increasing the English language proficiency (ELP) and academic language proficiency in content-area subject matter. The school will seek to employ teachers with the teaching ESL endorsement and will serve as the English learners' Teacher of Record. The EL teacher-to-student ratio is set at 1:35 in the school budget.

All English Learners in the St. Isidore of Seville Catholic Virtual School will have an English Language Acquisition Plan (ELAP) per state guidance, and the ELAP will be implemented with fidelity by all teachers and staff who work with the student. The ELAP will detail strategies, instructional and assessment accommodations, modifications, goals for the student, and results on the state and local assessment data. The ELAP will be updated annually or earlier if

Res.App.276a

needed to reflect the student's language proficiency growth.

The ELAP will:

- Meet or exceed Oklahoma academic standards for the appropriate grade level of the ELs;
- Include EL instruction delivered by properly certified teachers who hold an Oklahoma ESL endorsement certificate or who are working in conjunction with ESL endorsed teachers;
- Provide equitable access to content for ELs at all language proficiency levels by providing research-based bilingual or sheltered instruction with fidelity; and
- Not limit the enrollment of ELs in any course or academic program for which they would otherwise be eligible.

EL students will be monitored for their progress throughout the school year and assessed annually using assessments that are recognized by World-Class Instructional Design and Assessment (WIDA). The WIDA Consortium is an educational consortium of state departments of education. Currently, 35 U.S. states and the District of Columbia, as well as Puerto Rico and the Northern Mariana Islands, participate in the WIDA Consortium. WIDA designs and implements proficiency standards and assessments for grade K-12 students who are English-language learners. WIDA is the organizer of the WIDA ACCESS and W-APT English language proficiency assessments. This is a federally mandated test for all EL

students. There are no exemptions. Students who meet Oklahoma's exit criteria of at least a 4.8/6.0 on that assessment will be reclassified and exit EL services. Monitoring will continue. It is an Oklahoma mandate that all EL students in grades K-12 take tests appropriate to their grade level. SISCVS will make arrangements with students to take the test at a location near them.

The EL program will be reviewed annually based on local and state data of English Learners and the general student population and other overlapping subgroups such as special education and free and reduced lunch eligible students. The annual review will include looking at data regarding equitable representation, academic achievement, elementary and secondary programming, professional learning and teacher capacity, family engagement, and resource allocation.

Language Instruction Educational Programs are plans for supporting students who qualify as English learners. The descriptions below provide a general overview of common interventions.

- Transitional Bilingual Students are taught core content and language fluency in their native language for varying periods of the day with the remainder of time focused on English language acquisition. The goal is to transition students to native English instruction within two to five years with no loss of content instruction. Classes may be self-contained or combined.
- Dual Language or Two-way Immersion Students are taught content and language

fluency in two languages. The goal is fluency in two languages, and programs can last the duration of enrollment.

- English as a Second Language (ESL) or English Language Development (ELD) Students are provided supplemental individual or small-group instruction outside the general education classroom (e.g., “pullout” or ESL classes) with no native language support in either setting. Supplemental instruction can target language fluency and core content. The goal is to increase student success in mainstream, non-ESL supported general education classes which ELs should transition to in a reasonable amount of time.
- Newcomer Programs Students new to the U.S. are placed in classes that primarily emphasize English language acquisition. Instruction can be in English or can utilize a student’s native language through a translation application. The goal is to move the student toward English language proficiency as quickly as possible.
- Content Classes with Integrated ESL Support Students are provided core content instruction with no native language support in mainstream classes utilizing integrated ESL strategies (i.e., teachers trained in EL methods, use of EL paraprofessionals, etc.). The goal is to provide appropriate EL support in the general education classroom to the level appropriate for student success.

Limited English Proficient Parents

Notification of Language Assistance Services: Any parent who is limited in speaking, writing, or reading English may request the school to provide access to services such as interpreters and/or translated documents.

Gifted and Talented program

St. Isidore of Seville Catholic Virtual School will recognize and serve those enrolled students who qualify for the Gifted and Talented program at St. Isidore of Seville Catholic Virtual School in accordance with Oklahoma Regulations and Program Approval Standards for Gifted and Talented. (210:15-234 Oklahoma Regulations and Program Approval Standards for Gifted and Talented. Rules and Regulations)

Students will be identified as gifted and talented through a process consistent with 70 O.S.. 1210.301 for the purpose of funding through the gifted educational child count. This process will be nondiscriminatory with respect to race, economic background, national origin or handicapping condition. Parents will be involved in the process the entire time and will have the right to appeal a decision to the SISVCS Board. Either parents or teachers may recommend a student for the program. Students will be assessed utilizing a nationally standardized test of intellectual ability such as the IOWA Assessments or Terra Nova. Students who score in the top three percent (3%) on any nationally standardized test of intellectual ability means a composite, total or full-scale score in the 97th percentile or above, including the standard error of measure as denoted in each nationally standardized test of intellectual ability technical manual, will be

Res.App.280a

nominated the program. Teacher recommendation, student work ethic, and other assessments, may also be considered in addition to the standardized test. (210:15-23-1.2 Oklahoma Regulations and Program Approval Standards for Gifted and Talented. Rules and Regulations)

Gifted learners may benefit from individualized programming options to ensure appropriate challenge and engagement. SISCVS offers a variety of options to serve gifted and talented students:

- a) Flexible Pacing-based on course availability and the student services team approval, and/or teacher at the elementary and middle school levels
- b) Individualized Instruction
- c) Ongoing Assessment with MAP, Riverside Insights, and/or Beacon, national standardized testing for longitudinal growth data
- d) Proficiency-Based Promotion with qualifying assessment and progress depending on course availability and student services team approval
- e) Creative/Academic Competition through the OSSAA, Archdiocese of Oklahoma City, Diocese of Tulsa, online competitions
 - 1) American Mathematical Competitions
 - 2) Archdiocesan Spelling Bee, STREAM EXPO, History Fair
 - 3) Clean Tech Competition
 - 4) Destination Imagination

Res.App.281a

- 5) Discovery Education 3M Young Scientist Challenge
 - 6) eCyberMission
 - 7) Kids Philosophy Slam
 - 8) MathCounts
 - 9) Meridian Stories
 - 10) MIT THINK Scholars
 - 11) National Academic Championship
 - 12) National Academic League
 - 13) Science Olympiad
- f) Concurrent enrollment opportunities in high school
- g) Honors classes in high school

Through the placement process, these learners will be provided the most appropriate curriculum, pacing and instructional methodology. Teachers will receive in-service opportunities and CE credit for college coursework for training in order to work with students in areas of need, interest, and ability as related to their gifted and talented designation. Teachers will work closely with the parent/guardian and the St. Isidore of Seville Catholic Virtual School Student Services team to ensure a steady flow of enrichment activities for students working above grade level and/or within a special interest. Students will further benefit from the advantages of virtual gifted education as they will be able to work at their own pace without the restraints of traditional school classroom pacing. Records of placement decisions and data on all nominated students will be kept on file for

a minimum of five years or for as long as needed for educational decisions, while providing strict confidentiality procedures. These records must include, but are not limited to: parent's written permission to test for individual assessments, written parental approval of program placement decisions, a procedure for parents to appeal placement or non-placement decisions (GEP), and individual student test composite score report (210:15-23-2e,f Oklahoma Regulations and Program Approval Standards for Gifted and Talented. Rules and Regulations).

Evaluation of the appropriateness of students' placement in gifted programming shall be ongoing, and written policies for removal from programming must include a procedure for conferencing with parents relative to any change in placement (210:15-23-2f Oklahoma Regulations and Program Approval Standards for Gifted and Talented. Rules and Regulations).

Neurodiverse Learners-Dyslexia, Dysgraphia, Dyscalculia

According to the statistics below taken from the National Center for Education Statistics website, the most common form of disability falls in areas of specific learning disability.

“15% of students fell into an IDEA category and of that group, 33% had a specific learning disability. A specific learning disability is a disorder in one or more of the basic psychological processes involved in understanding or using spoken or written language that may manifest itself in an imperfect ability to listen, think, speak, read,

write, spell, or do mathematical calculations. Thirty-three percent of all students who received special education services had specific learning disabilities, 19 percent had speech or language impairments,² and 15 percent had other health impairments (including having limited strength, vitality, or alertness due to chronic or acute health problems such as a heart condition, tuberculosis, rheumatic fever, nephritis, asthma, sickle cell anemia, hemophilia, epilepsy, lead poisoning, leukemia, or diabetes). Students with autism, developmental delays, intellectual disabilities, and emotional disturbances each accounted for between 5 and 12 percent of students served under IDEA. Students with multiple disabilities, hearing impairments, orthopedic impairments, visual impairments, traumatic brain injuries, and deaf-blindness each accounted for 2 percent or less of those served under IDEA.”
COE-Students With Disabilities (ed.gov)

“In fall 2020, the percentage of students served under IDEA who spent 80 percent or more of the school day in general classes was highest for students with speech or language impairments (88 percent). Approximately two-thirds to three-quarters of students with specific learning disabilities (75 percent), developmental delays (69 percent), other health impairments (69 percent), and visual impairments (69 percent) spent 80 percent or more of the school day in general classes. Less than one-third of students with deaf-

blindness (28 percent), intellectual disabilities (19 percent), and multiple disabilities (15 percent) spent 80 percent or more of the school day in general classes.” COE-Students with Disabilities (ed.gov)

Reading ability affects every subject taught in school. Catholic schools address this on a regular basis by utilizing strong research-based programs incorporating strong early literacy, phonics, and writing based elements. In reviewing the reading proficiency for all Oklahoma students taking any reading assessment, the 2021-22 proficiency rate is 27.19%. This appears to be an area that St. Isidore of Seville Catholic Virtual School could help in the overall education of Oklahoma children by utilizing the Orton Gillingham approach to reading which addresses the five pillars of reading: Phonemic Awareness, Phonics, Fluency, Vocabulary and Comprehension. Training teachers for the expectation of having these common learning differences and addressing them with strong training programs is the intent of St. Isidore of Seville Catholic Virtual School. (Orton-Gillingham I The Orton-Gillingham Approach, 2023)

Teacher training in the Science of Reading will be conducted through participation in various programs that are approved through the administration of the school and the Archdiocese of Oklahoma City. Programs used for training will meet the Knowledge and Practice Standards for Teacher of Reading as presented by the International Dyslexia Association. (FINAL KPS FOR PUBLICATION May2018.pdf I Powered by Box.)

Examples of approved programs would be:

- 1) Payne Education Center: Certification Program for Dyslexia Specialist
- 2) Lindamood Bell: LiPs, Seeing Stars, Visualization and Verbalization, Cloud 9
- 3) Neihaus Institute: Neuhaus' structured literacy curriculum, Concepts in Literacy,- Certification Program
- 4) Wilson Foundations
- 5) S.P.I.R.E.:
- 6) Literary First by Catapult: Program Info
This is not a certification program
- 7) LETRS: LanguageStr Essentials for Teachers of Reading and Spelling

The fundamental training in the Structure of Literacy grounded in the Science of Reading is crucial. These components can be found in this image from the International Dyslexia Association Structured Literacy Roadmap (2022)

Structured Literacy

The “What”: Integrated Reading/Comprehension <>
Spelling/Written Expression

The “How”: Planned Purposeful Choice of
Instructional Tasks and Test

Grounded in the Science of Reading

At-risk/Academically Behind Learners According to the Oklahoma Department of Education, Oklahoma children rank 5th in the nation for Adverse Childhood Experiences. Nearly half of all Oklahoma students have an ACE score of 2 or higher, compared to less than 40% nationwide. More than half of all students

in the state are at an economic disadvantage, with 56% of the population in poverty. Over 23 thousand students are homeless, 2,505 students come from foster care, and 199 are labeled as migrants. Over 11% of Oklahoma students have incarcerated parents, compared to just over 7% nationwide. ([sde.ok.gov. Fast Facts,2022](https://www.sde.ok.gov/fast-facts))

According to the American Psychological Association, all of these factors, and especially socioeconomic status (SES) impacts quality of life, mental and physical health, as well as academic readiness and success. In fact, research tells us that a student's SES is "a statistically significant and strong predictor of learning-related behavior problems" and that these same children enter school with "fewer reading or mathematics skills and less well-developed learning-related behaviors" (Morgan, 2011). According to Aikens & Barbarin (2008), the schools in low-SES communities may not have the necessary resources, and as such, the academic growth of students is impacted. Upon entrance to high school, research has also found that low-SES students enter with as much as a 5-year gap in literacy skills compared to their peers (Reardon, Valentino, Kalogrides, Shores, & Greenberg, 2013).

Virtual schools have an opportunity to serve more at-risk students, and St. Isidore of Seville Catholic Virtual School meets this challenge head-on by providing the flexibility of pacing and schedule to meet their needs. The Changing Landscape of K-12 Education in the US states that virtual schooling is an effective tool for "providing at-risk students with additional remediation," as well as "verifying whether or not they are accessing those materials regularly and

effectively.” Using the SISCVS system, Oklahoma certified teachers will be able to do just that-deliver a remarkably individualized instruction customized to the student’s needs in real time.

Co-curricular and extracurricular activities

Description

Extra or co-curricular activities will be provided by teachers in partnership with parents every school year, yet the frequency will increase after the first year of operating. These may include educational field trips and school community social events that allow students and families to come together. Examples of such events might be ice cream socials, roller skating, museum field trips, sporting events, etc. These events are to hold at least one biannual event in each quadrant of the state in the first year. As the school grows in enrollment and staff, the frequency of field trips will increase with a goal of one per month in each of the largest population hubs around the state.

Delivery

School Clubs, NHS, NJHS and Ceremonies:

Interaction on a personal level outside of academic courses is very important for students. St. Isidore of Seville Catholic Virtual School administration and staff will support the creation of school clubs so students can engage with each other and pursue their individual interests in person. Some examples include an art club, chess club, yearbook, math, coding, and gaming club. The school will apply for a chapter of the National Honor Society and National Junior Honor Society so exceptional student scholars

will be recognized. St. Isidore of Seville Catholic Virtual School will host in-person baccalaureate with award recognition and graduation ceremonies including caps/gowns for students.

Fundin

There will be some shared costs for extra or co-curricular activities. Parents will pay their student's entrance fees for access to museums, applicable educational events such as movies, museum visits, field trip admission to parks, and drinks and snacks etc. Parents will attend all school sponsored events and provide transportation for their student. St. Isidore of Seville Catholic Virtual School will also offer field trips to in-state colleges and universities for high school students to explore and prepare for post-secondary learning. Teachers may collaborate with a local business to explore career options.

Student performance

Student performance will be tracked using the methods prescribed in the assessment plan, outlined in this application. In addition, the school will be held accountable to these internal student performance-based goals.

Performance Measure

Achievement

Goal

Aspirational: St. Isidore of Seville Catholic Virtual School will meet or exceed the statewide average for student proficiency in Math and ELA for elementary, middle, and high school grades. Each year, the school will

strive for a 1-2% improvement from the prior year.

Lowest: The first year of operation will provide baseline data for proficiency rates in Math and ELA. Each year, the school will strive for a 1-2% improvement from the prior year. By Year 4, student proficiency in Math and ELA will meet or exceed the statewide average.

Performance Measure

Growth

Goal

Aspirational: St. Isidore of Seville Catholic Virtual School will earn a higher student progress score than the statewide average in all grade bands served by year 3.

Lowest: By Year 5, St. Isidore of Seville Catholic Virtual School will meet the statewide average rating for Student Progress for all grade bands.

Performance Measure

Re-enrollment

Goal

Aspirational: 65% of current students will re-enroll each year, based on a fall-to-fall roster.

Lowest: 50% of current students will re-enroll, based on a fall-to-fall roster.

Performance Measure

Attendance

Goal

Aspirational: St. Isidore of Seville Catholic Virtual School will meet or exceed an 65% attendance rate for each year of the charter.

Lowest: St. Isidore of Seville Catholic Virtual School will meet the statewide average for student attendance rate across all grade levels.

Performance Measure

Course Passing Rates

Goal

Aspirational: In the first year, St. Isidore of Seville Catholic Virtual School will have a course passing rate of 75% or higher for each grade band. Each year the school will strive for 2% improvement.

Lowest: In the first year, St. Isidore of Seville Catholic Virtual School will have a course passing rate of 50% or higher for each grade band. Each year the school will strive for 2% improvement.

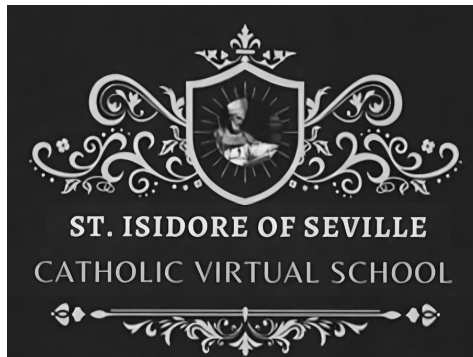
School culture

The culture of a school is largely driven and determined by its school leadership. The Principal/Director will be a leader who understands and respects the complexity of virtual learning and who supports the school's teachers both professionally and personally. The Board, in consultation with both dioceses will be looking for a school leader who can build relationships with his or her students, teachers, parents, and the Board of Directors. This is a leader

who demonstrates a servant minded leadership and leads by example, by modeling, and empowering those around them.

Communication is a critical factor that influences the climate and culture of every organization. To communicate in a virtual school environment requires an understanding of the audience and the information you are communicating. The goal for the school leaders and teachers is to prioritize the lines of communication between the students and parents that go beyond the technology being used to teach. Examples include personal notes mailed, phone calls after school hours, community events with students and families and even home visits. St. Isidore of Seville Catholic Virtual School will promote a commitment to serving families for the best educational experience for their child.

The Board of Directors and both dioceses have an expectation of accountability for all involved in supporting student success-the administration, teachers, support staff, parents/guardians, and students.



Structured Literacy

The “What”: Integrated Reading/Comprehension <>
Spelling/Written Expression

The “How”: Planned Purposeful Choice of
Instructional Tasks and Test

Grounded in the Science of Reading

Section 10: Growth Plan

Include a concise plan detailing expected school growth and describing how the school will evolve to meet the needs of school growth

St. Isidore of Seville Catholic Virtual School will use a smart growth strategy by starting the school with a smaller student census, with a plan for incremental student growth rates of 250 students per year in year 3-5. This allows the school to be more responsive to students and not become overwhelmed with sudden growth. This is deliberate and a result of lessons learned and observed from other virtual schools in Oklahoma and throughout the nation. Class sizes will be conducive to ensuring teacher-student engagement and promote the various methods of instruction. Teachers will be provided with upfront and ongoing professional development to ensure effective management of synchronous and asynchronous instruction. The school will self-cap at 1500 by year five and additional feasibility will be studied.

Include an outline of criteria designed to measure effectiveness of the school

In addition to the performance-based academic goals outlined above, the St. Isidore of Seville Catholic Virtual School will also measure itself against these mission specific and standards-based goals:

Performance Measure

Parent Satisfaction Ratings

Goal

Aspirational: St. Isidore of Seville Catholic Virtual School will earn an 75% or higher on the annual school satisfaction surveys as measured by parents/guardians from all grade levels saying the school meets or exceeds their overall expectations.

Lowest: St. Isidore of Seville Catholic Virtual School will earn a 50% or higher on the annual school satisfaction surveys as measured by parents/guardians from all grade levels saying the school meets or exceeds their overall expectations.

Performance Measure

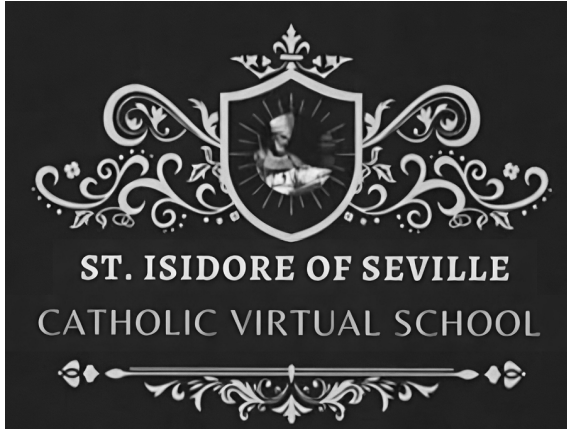
College and Career Readiness

Goal

Aspirational: 50% of St. Isidore of Seville Catholic Virtual School will be accepted to one or more post-secondary options (2 or 4 year college, skilled trades or other vocational school, military service, and/or join the workforce)

Based on students' post-graduation plans data. Lowest: 35% of St. Isidore of Seville Catholic Virtual School graduates will be accepted to one or more post-secondary options (2-or 4-year college, skilled trades or other vocational school, military service,

and/or join the workforce) Based on students' postgraduation plans data.



Section 11: Archdiocesan Charter History

Section 11: Charter History.

Has the applicant applied for authorization in other states?

The applicant has not applied for authorization in other states.

To what states and authorizers?

Not applicable

What was the result?

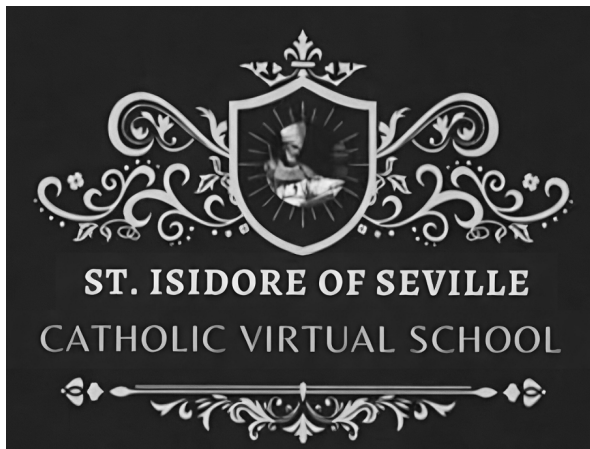
Not applicable

Has the service provider(s) provided charter school services in other states?

The service provider has not provided charter school services in other states

What is the applicant's relationship with the service provider(s)?

The applicant and service provider are one and the same. The school falls under the umbrella of the Oklahoma Catholic Conference comprised of the Archdiocese of Oklahoma City and the Diocese of Tulsa. The Archdiocese of Oklahoma City and the Diocese of Tulsa will act as consultants for the school administration and will direct on diocesan policies that apply to the school.



Section 12: Statements of Assurance

Section 12. Statements of Assurance

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

1. Fully complies with the Oklahoma public charter school regulations, including, but not limited to, all statutes, regulations, and requirements of the United States of America, the State of Oklahoma, the Oklahoma Statewide Virtual Charter School

Res.App.296a

Board, and the Oklahoma Department of Education to the extent required by law, including the First Amendment, religious exemptions, and the Religious Freedom Restoration Act, with priority given to the Catholic Church's understanding of itself and its rights and obligations pursuant to the Code of Canon Law and the Catechism of the Catholic Church.

2. Abides, in all respects, with the Oklahoma Open Meeting Act (25 O.S. §§ 301-314) and the Oklahoma Open Records Act (51 O.S. §§ 24A.1-24A.31);
3. Guarantees access to education and equity for all eligible students regardless of their race ethnicity, economic status, academic ability, or other factors subject to the provisions in Paragraph 1 above;
4. Guarantees to establish the components necessary to begin school operations in the State of Oklahoma on July 1 of the first year;
5. Secures and occupies a school administration facility;
6. Purchases and implements a state-approved school financial system;
7. Purchases and implements state-approved student information system; and
8. Secures connectivity to state reporting

Please find statements of recognition and assurances included with Appendix F

[. . .]

STATEMENT OF ASSURANCES

The undersigned, Lara Schuler, as a member of the Board of Directors (“Board”) of St. Isidore of Seville Catholic Virtual School, an Oklahoma not-for-profit corporation, SISCVS, being first duly sworn and under oath certifies that, as a member of the Board, he/she shall take any and all steps necessary to ensure that SISCVS:

1. Fully complies with the Oklahoma public charter school regulations, including, but not limited to, all statutes, regulations, and requirements of the United States of America, the State of Oklahoma, the Oklahoma Statewide Virtual Charter School Board, and the Oklahoma Department of Education to the extent required by law, including the First Amendment, religious exemptions, and the Religious Freedom Restoration Act, with priority given to the Catholic Church’s understanding of itself and its rights and obligations pursuant to the Code of Canon Law and the Catechism of the Catholic Church.
2. Abides, in all respects, with the Oklahoma Open Meeting Act (25 O.S. §§ 301-314) and the Oklahoma Open Records Act (51 O.S. §§ 24A.1-24A.31);
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4. Guarantees to establish the components necessary to begin school operations in the State of Oklahoma on July 1 of the first year;
5. Secures and occupies a school administration facility;
6. Purchases and implements a state-approved school financial system;
7. Purchases and implements state-approved student information system; and
8. Secures connectivity to state reporting systems.

EXECUTED this 27 day of January 2023.

/s/ Lara Schuler

OKLAHOMA NOTARY ACKNOWLEDGMENT

State of OKLAHOMA

County of OKLAHOMA

The foregoing Instrument was acknowledged before me on 1/27/23 (date) by Lara Schuler (name(s) of person(s).

(Seal, if any)



/s/ Rosemary G. Lewis

Signature of Notarial Officer

Notary Public

Title (and Rank)

My Commission expires: Jan 26, 2022

STATEMENT OF ASSURANCES

The undersigned, Michael Scaperlanda, as a member of the Board of Directors (“Board”) of St. Isidore of Seville Catholic Virtual School, an Oklahoma not-for-profit corporation, SISCVS, being first duly sworn and under oath certifies that, as a member of the Board, he/she shall take any and all steps necessary to ensure that SISCVS:

1. Fully complies with the Oklahoma public charter school regulations, including, but not limited to, all statutes, regulations, and requirements of the United States of America, the State of Oklahoma, the Oklahoma Statewide Virtual Charter School Board, and the Oklahoma Department of Education to the extent required by law, including the First Amendment, religious exemptions, and the Religious Freedom Restoration Act, with priority given to the Catholic Church’s understanding of itself and its rights and obligations pursuant to the Code of Canon Law and the Catechism of the Catholic Church.
2. Abides, in all respects, with the Oklahoma Open Meeting Act (25 O.S. §§ 301-314) and the Oklahoma Open Records Act (51 O.S. §§ 24A.1-24A.31);
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6. Purchases and implements a state-approved school financial system;
7. Purchases and implements state-approved student information system; and
8. Secures connectivity to state reporting systems.

EXECUTED this 27 day of January 2023.

/s/ Michael A. Scaperlanda

OKLAHOMA NOTARY ACKNOWLEDGMENT

State of OKLAHOMA

County of OKLAHOMA

The foregoing Instrument was acknowledged before me on 1/27/23 (date) by Michael A. Scaperlanda (name(s) of person(s).

(Seal, if any)



/s/ Rosemary G. Lewis

Signature of Notarial Officer

Notary Public

Title (and Rank)

My Commission expires: Jan 22, 2026

STATEMENT OF ASSURANCES

The undersigned, Brett Farley, as a member of the Board of Directors (“Board”) of St. Isidore of Seville Catholic Virtual School, an Oklahoma not-for-profit corporation, SISCVS, being first duly sworn and under oath certifies that, as a member of the Board, he/she shall take any and all steps necessary to ensure that SISCVS:

1. Fully complies with the Oklahoma public charter school regulations, including, but not limited to, all statutes, regulations, and requirements of the United States of America, the State of Oklahoma, the Oklahoma Statewide Virtual Charter School Board, and the Oklahoma Department of Education to the extent required by law, including the First Amendment, religious exemptions, and the Religious Freedom Restoration Act, with priority given to the Catholic Church’s understanding of itself and its rights and obligations pursuant to the Code of Canon Law and the Catechism of the Catholic Church.
2. Abides, in all respects, with the Oklahoma Open Meeting Act (25 O.S. §§ 301-314) and the Oklahoma Open Records Act (51 O.S. §§ 24A.1-24A.31);
3. Guarantees access to education and equity for all eligible students regardless of their race ethnicity, economic status, academic ability, or other factors subject to the provisions in Paragraph 1 above;

Res.App.302a

4. Guarantees to establish the components necessary to begin school operations in the State of Oklahoma on July 1 of the first year;
5. Secures and occupies a school administration facility;
6. Purchases and implements a state-approved school financial system;
7. Purchases and implements state-approved student information system; and
8. Secures connectivity to state reporting systems.

EXECUTED this 27 day of January 2023.

/s/ Brett Farley

[. . .]

STATEMENT OF ASSURANCES

The undersigned, Dan. Harrison H. Garlick, as a member of the Board of Directors (“Board”) of St. Isidore of Seville Catholic Virtual School, an Oklahoma not-for-profit corporation, SISCVS, being first duly sworn and under oath certifies that, as a member of the Board, he/she shall take any and all steps necessary to ensure that SISCVS:

1. Fully complies with the Oklahoma public charter school regulations, including, but not limited to, all statutes, regulations, and requirements of the United States of America, the State of Oklahoma, the Okla-

Res.App.303a

homa Statewide Virtual Charter School Board, and the Oklahoma Department of Education to the extent required by law, including the First Amendment, religious exemptions, and the Religious Freedom Restoration Act, with priority given to the Catholic Church's understanding of itself and its rights and obligations pursuant to the Code of Canon Law and the Catechism of the Catholic Church.

2. Abides, in all respects, with the Oklahoma Open Meeting Act (25 O.S. §§ 301-314) and the Oklahoma Open Records Act (51 O.S. §§ 24A.1-24A.31);
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5. Secures and occupies a school administration facility;
6. Purchases and implements a state-approved school financial system;
7. Purchases and implements state-approved student information system; and
8. Secures connectivity to state reporting systems.

EXECUTED this 27 day of January 2023.

/s/ Dan. Harrison H. Garlick

[. . .]

OKLAHOMA NOTARY ACKNOWLEDGMENT

State of OKLAHOMA

County of TULSA

The foregoing Instrument was acknowledged before me on 27/1/23 (date) by Harrison Garlick (name(s) of person(s).

(Seal, if any)

/s/ Mary E. McGilvray

Signature of Notarial Officer



Title (and Rank)

My Commission expires: 23 Feb 24

STATEMENT OF ASSURANCES

The undersigned, David Dean, as a member of the Board of Directors (“Board”) of St. Isidore of Seville Catholic Virtual School, an Oklahoma not-for-profit corporation, SISCVS, being first duly sworn and under oath certifies that, as a member of the Board, he/she shall take any and all steps necessary to ensure that SISCVS:

1. Fully complies with the Oklahoma public charter school regulations, including, but not limited to, all statutes, regulations, and requirements of the United States of America, the State of Oklahoma, the Oklahoma Statewide Virtual Charter School Board, and the Oklahoma Department of Education to the extent required by law, including the First Amendment, religious exemptions, and the Religious Freedom Restoration Act, with priority given to the Catholic Church’s understanding of itself and its rights and obligations pursuant to the Code of Canon Law and the Catechism of the Catholic Church.
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5. Secures and occupies a school administration facility;
6. Purchases and implements a state-approved school financial system;
7. Purchases and implements state-approved student information system; and
8. Secures connectivity to state reporting systems.

EXECUTED this 27 day of January 2023.

/s/ David Dean

Exhibit A

Catholic Board of Directors - Statement of Faith Statement

I believe and profess all that the holy Catholic Church believes, teaches, and proclaims to be revealed by God.

/s/ David Dan

Signature

1/27/23

Date

Exhibit B

Board of Directors - Commitment

I support the Statement of Faith attached as Exhibit A to the Bylaws of the Corporation, and I will not make any public statement or take any public position in conflict with or contrary to the Statement of Faith or the teachings of the Roman Catholic Church.

/s/ David Dan

Signature

1/27/23

Date

Saint Isidore of Seville Virtual Charter School, Inc.

Adopted: January 27, 2023

Page 18

OKLAHOMA NOTARY ACKNOWLEDGMENT

State of OKLAHOMA

County of TULSA

The foregoing Instrument was acknowledged before me on 27 Jan 23 (date) by David Dan (name(s) of person(s).

(Seal, if any)

/s/ Mary E. McGilvray

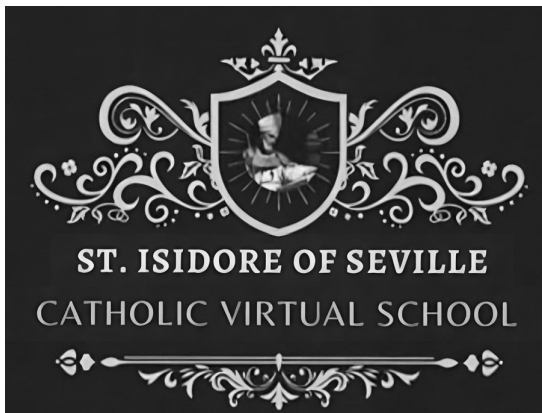
Signature of Notarial Officer

Res.App.308a



Title (and Rank)

My Commission expires: 23 Feb 24



Section 13: Appendices

Section 13: Appendices

Appendix A: Virtual Charter School Training Certificate

Appendix B: Preopening Requirements Template

Appendix C: Archdiocese of Oklahoma City Catholic Schools Virtual Employee Handbook

Res.App.309a

Appendix D: Enrollment Charts

Appendix E: School Calendar

Appendix F: Governing Board Documents

Appendix G: Start-up Plan

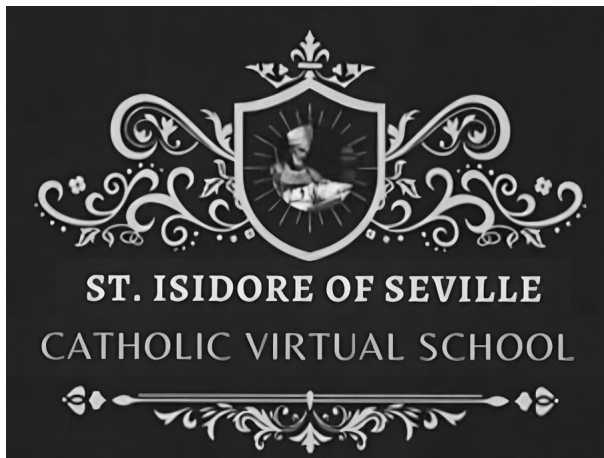
Appendix H: Budget Documents

Appendix I: Archdiocese of Oklahoma City Letter of Support

Appendix J: OCCSAA/OPSAC Accreditation

Appendix K: Organization Chart

Appendix L: In-Year Professional Development Calendar



Section 13: Appendix A: Virtual Charter School Training Certificate

Office of State Superintendent



The State Superintendent of Public Instruction
expresses appreciation and congratulations to

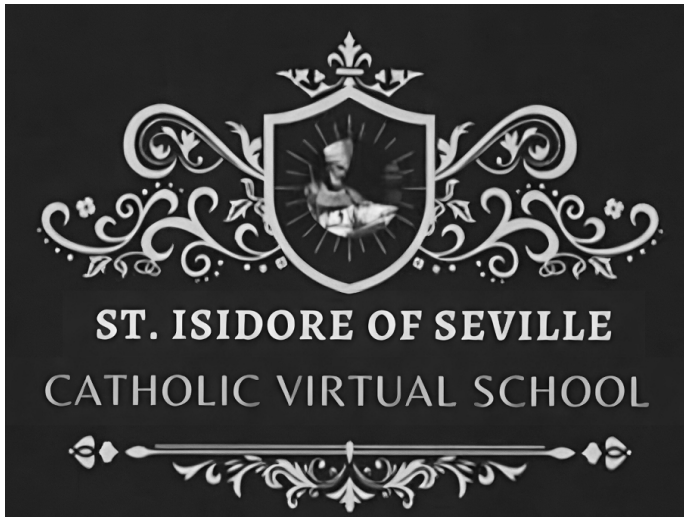
Joe O'Connor

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

/s/ Janet Barresi

JANET BARRESI, STATE SUPERINTENDENT OF PUBLIC
INSTRUCTION OKLAHOMA STATE DEPARTMENT OF
EDUCATION

April 28, 2014



**Section 13: Appendix B: Preopening
Requirements Template**

Name of Virtual Charter School: St. Isidore catholic
Virtual School

Target School Opening Date: Fall 2024

Date(s) of Requirements Review:

Meeting Attendees:

**Pre-opening Requirements Essential Tasks
Consistent with Application for authorization,
Charter Contract, Oklahoma Statute and
Regulations and Expected for Completion
Prior to the Opening of the School – Task Target
Date – In Progress - Completed**

Foundation of the School Charter

Develop and Approve Mission-Centered
Planning – In Progress – X

Develop and Approve Key Elements of

Res.App.312a

School Design and Performance Indicators
– In Progress – X

Approve Access and Equity Policies and
Establish Procedures – In Progress – X

Implement Community Support Plan –
In Progress – X

Secure the following:

- 501c3
 - Incorporated Statutes
 - Approve By-Laws
 - Secure Federal Tax-Exempt Status
 - Non-Profit Requirements
- Task Target Date – Upon Acceptance of Application

Organizational Capacity

Submit Charter Contract to SDE and
Request School Site Codes(s) – Task Target Date
– Prior to Jan 30

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:

- A copy of the sponsor's approved board minutes approving the charter school application;
- A copy of the completed charter school application;

Res.App.313a

- A copy of the approved contract for the new charter school; and
- A letter addressed to the Office of Accreditation that includes the following:
 - Task Target Date – Prior to Jan 30
 - A request for the school to be assigned a county code, district code, and site code;
 - The physical and mailing address of the charter school;
 - Contact information for the school administrator or a designee;
 - Grades served; and
 - The month and year the charter school will begin operation.

– Task Target Date – Prior to Jan 30

Develop Board Membership – In Progress – X

Provide Evidence of Board Member Residency – In Progress – X

Develop and Implement Board Training Plan:

- Roles and Responsibilities
- Ethics
- Open Meeting Act
- Open Records Act
- School Finance
- Academic Achievement
- Meeting Schedule

Res.App.314a

– Task Target Date – Upon Acceptance of Application

Develop and Approve Job/Role Description for Board Officers and Members – Completed – X

Select and Approve Board Officers – Completed – X

Develop and Approve Board Protocols:

- Agenda Format
- Minutes Format
- Opening Meeting Act Assurances
- Calendar of Critical Topics for Consideration
- Mechanism for Tracking Approved Policies

– Completed – X

Develop and Approve School Organizational Design/Chart – In Progress – X

Develop and Approve Job Description for Head of School/ Superintendent – In Progress – X

Select and Hire Head of School/ Superintendent – Completed – X

Develop and Approve Benchmarks for Head of School/ Superintendent – Completed – X

Develop and Approve Evaluation Process for Head of School/ Superintendent – Completed – X

Develop and Approve Contract for Head of School/ Superintendent – Completed – X

Develop and Approve Job Descriptions:

- Administrative Staff
- Teaching Staff

Res.App.315a

- Support Staff

– Completed – X

Develop and Approve Evaluation Processes:

- Administrative Staff
- Teaching Staff
- Support Staff

– Completed – X

Develop and Approve School Calendar – Completed – X

Develop and Approve Student Handbook

– Completed – X

Develop and Approve Staff Handbook – Completed – X

Develop and Approve Professional Development Plan

– In Progress – X

Develop and Approve Policies/Procedures:

- Student Recruitment
- Admissions/Enrollment (including capacity and lottery) Attendance
- Promotion/Graduation
- Student Conduct/Discipline
- Safety/Emergency Response Plan
- Student/Family Education and Engagement
- Student Achievement Grading and Progress Reporting Policies and Procedures

– Completed – X

Approve and Implement Technology Systems:

Res.App.316a

- Establish Secure Connectivity to State Reporting Systems
 - Purchase and Implement State-Approved Student Information System
 - Purchase and implementation of State-Approved School Financial Reporting System
- Task Target Date – Upon Acceptance of Application

Approve and Implement Other Technology Systems

– In Progress – X

Approve and Implement School Communication Systems.

- Phone
- Website
- Other

– Task Target Date – Upon Acceptance of Application

Secure and Occupy Public Administration Facility

– Completed – X

Acquire:

- Instructional Materials
- Equipment
- Furniture
- Supplies

– Task Target Date – Upon Acceptance of Application

Financial Management

Res.App.317a

Develop and Approve Roles and Responsibilities through Job Descriptions:

- Treasurer
- Encumbrance Clerk
- Other Financial Officer(s)

– In Progress – X

Select and Hire:

- Treasurer
- Encumbrance Clerk
- Other Financial Officer(s)

– Task Target Date – Upon Acceptance of Application

Approve and Implement Financial Management Plan
– In Progress – X

Approve and Implement Financial Process and Reporting Requirements – In Progress – X

Develop and Approve Budget – In Progress – X

Provide Verifiable Proof of Secured Funds to Support Budget – In Progress – X

Establish and Approve Public School Bank Account –
Task Target Date – Upon Acceptance of Application

Develop and Approve Finance Policies:

- Fiscal Financial Controls, Including Financial Process and Reporting Requirements
- Audit Requirements
- Investments

Res.App.318a

- Other

– In Progress – X

Secure and Approve Insurance and other Risk Management Needs:

- Property
- Liability
- Other

– Task Target Date – Upon Acceptance of Application

Secure and Approve Required Bonds:

- Superintendent
- Treasurer
- Encumbrance Clerk
- Minutes Clerk
- Other Financial Officer(s)

– Task Target Date – Upon Acceptance of Application

Secure Connection of Accounting System to Oklahoma Cost Accounting System – Task Target Date – Upon Acceptance of Application

Develop and Approve Financial Process Forms (i.e., Purchase Orders, Expense Forms) – In Progress – X

Develop and Approve Personnel Policies and Procedures:

- Hiring
- Compensation
- Benefits

- Other
- Completed – X

Develop and Submit Federal Programs Plan and Application – Task Target Date – Upon Acceptance of Application

Education Program and Performance

Develop, Approve, and Implement Curriculum and Instructional Models – Completed – X

Develop, Approve, and Implement Assessment Plan – Completed – X

Develop, Approve, and Implement Diverse Learner Systems and Supports:

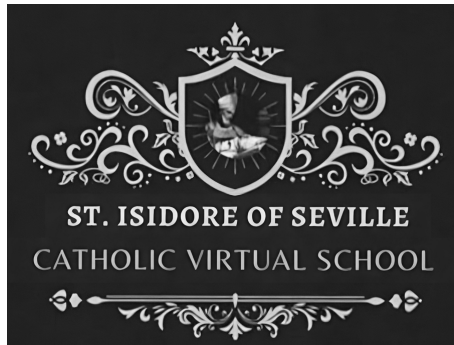
- Special Education
- English Language Learners
- At-Risk Students
- Gifted and Talented

– In Progress – X

Growth Plan

Develop and Implement Growth Plan Enabling School to Meet the Needs of Potential Students – In Progress – X

Develop and Implement Strategies to meet the Mission and Key Elements of School Design Based on Performance Metrics – In Progress – X



**Section 13: Appendix C: Archdiocese of
Oklahoma City Catholic Schools Virtual
Employee Handbook**



Go Make Disciples
Department of Catholic Education

Archdiocese of Oklahoma City
Catholic School Employee Handbook

Prepared for



SY 2024-25

*“The work of teachers in Catholic schools] is in the
real sense of the word an apostolate most suited to
and necessary for our times and at once a true service
offered to society.”*

Vatican II, *Gravissimum Educationis*, ¶ 8

“Catholic education is above all a question of communicating Christ, of helping to form Christ in the lives of others.”

St. John Paul II, Message to the National Catholic Educational Association of the U.S., 1979

Effective: 07/17/2019

Updated: 01/23/2023

[TOC Excluded]

Section 100 Introduction

Catholic schools play an important role in the life of the Church, assisting parents in the integral human formation of the young by providing an education grounded in Truth, Beauty, and Goodness that allows the student to see the unity of all knowledge. The Vatican II document on education, *Gravissimum Educationis* states “a true education aims at the formation of the human person in the pursuit of [the person’s] ultimate end and of the good of [society].” Therefore, “[t]he mission of the Catholic school is the integral formation of students, so that they may be true to their condition as Christ’s disciples and as such work effectively for the evangelization of culture and for the common good of society.” St. John Paul II.

By the “nobility of the task,” Catholic teachers are called “in imitation of Christ, the only Teacher, [to] reveal the Christian message not only by word but also by every gesture of their behavior.” The Sacred

Congregation for Catholic Education, *The Catholic School* (1977). “[T]he special task of those educators who are lay persons is to offer to their students a concrete SISCVS of the fact that people deeply immersed in the world, living fully the same secular life as the vast majority of the human family, possess this same exalted dignity.” The Sacred Congregation for Catholic Education, *Lay Catholics in Schools: Witnesses to Faith* (1982).

It is only in this construct, grounded in our faith tradition, that we offer an education. We believe students immersed in these truths will mature and matriculate into their communities well-grounded in their appreciation for themselves, their respect for others, and their relationship with God as Father, Son and Holy Spirit. Graduates formed in these truths and traditions make better individuals, better husbands and wives, better parents, better neighbors, better employees and better citizens.

People of other faiths or no faith are welcome to attend our Catholic schools. They will not be required to affirm our beliefs, but within our schools their experience will reflect the Catholic understanding of each person as created in the image and likeness of God, called to lives of holiness and service.

This Employee Handbook (Handbook), along with the Archdiocesan Code of Conduct, teacher contract, and other such documents, is provided to all employees as a reference to the benefits and conditions of employment in the Archdiocese of Oklahoma City (Archdiocese) and *St. Isidore of Seville Catholic Virtual School* (School).

101 Purpose of Employee Handbook

The purpose of this Handbook is to clarify and confirm the nature of the employment relationship that exists between employees and the School.

It is designed to acquaint employees with the School as an employer and to help employees work effectively and efficiently by explaining many of the policies, benefits, rules, regulations, rights and responsibilities of employment.

It is not exclusive or exhaustive. It is intended to help employees carry out their employment duties in a manner consistent with the teachings and traditions of the Roman Catholic Church. It is not intended to be a contract, expressed or implied, nor is it a guarantee of continued employment for any time period.

102 Handbook Revisions

This Handbook supersedes all previous versions of the Employee Handbook as well as other employment policies and procedures where inconsistent with this Handbook. The principal with the approval of the superintendent may change, add, or delete any policy, portion, or procedure in this Handbook at any time, with or without notice, as deemed appropriate. Unless otherwise noted, future changes to this Handbook are effective when approved by the superintendent. Any changes to this Handbook will be distributed to all employees as soon as practical. Questions regarding this Handbook should be directed to the employee's supervisor.

103 Archdiocesan Vision and Mission

Archbishop's pastoral letters, "Go Make Disciples: A Vision for the Archdiocese of Oklahoma City (2013) (<https://d2wIdr9tsuui1b.cloudfront.net/20256/documents/2018/8/Go%20Make%20Disciples%20A%201%20astoral%20Letter.pdf>), and "Go Make Disciples! Building a Culture of Conversion and Discipleship" (2019) are incorporated herein by reference.

"Our fundamental vision to "go make disciples" has not changed. We are called to be disciples; called to pursue holiness and mission; called to become saints. We are still called to evangelize, to be witnesses, and to live authentic lives as missionary disciples. After five years, we have greater clarity and alignment in our mission.

Discipleship is a way of life! Like life itself, it is a journey filled with rich blessings and difficult challenges. Bearing good fruit over the course of this lifelong journey is our goal. The fruit we bear glorifies God. As we grow closer to Jesus Christ throughout our lives, we experience the full breadth of this journey with all its texture and depth.

I call on us as an archdiocese and as the Body of Christ to a renewed commitment to authentic discipleship. We give thanks for the abundant harvest that God has brought forth in our archdiocese. It is my prayer that we continue to advance in a direction that bears abundant fruit in the coming years, even "thirty, sixty and a hundredfold." I call

you to be disciples and go make disciples!
This is why we are here! This is our mission.”

From “Go Make Disciples! Building a Culture of Conversion and Discipleship” Pastoral Letter of Most Reverend Paul S. Coakley, Archbishop of Oklahoma City, January 25, 2019.

104 Catholic Identity

As Catholics, we believe that all persons are called by God to contribute to the sanctification and transformation of the world, by fulfilling their own duties in the spirit and truth of the Gospel and Christian discipleship. The life and growth of the Church, and the spreading of the Gospel, depends upon the men and women St. Paul called “My co-workers in Christ Jesus.” Each individual employee who works and ministers in the name of the Church, must therefore, stand before the world as a witness to the life and resurrection of the Lord Jesus. All employees are expected to adhere to and support the positions and beliefs of the Roman Catholic Church in the performance of their duties.

Employees who are Catholic are expected to be faithful to the Catholic Church and adhere to the teachings of the Church in their lives. Recognizing that non-Catholic employees are called to serve, they too are expected to have an understanding of the Catholic Church and to refrain from actions that are contrary to the teachings of the Church. Opportunities for staff education and development on the social and moral teachings of the Catholic Church will be made available. Opportunities are available for employees to participate in spiritual enrichment and education programs for their personal faith development.

All employees are to uphold the standards of the Catholic Church in their day-to-day work and personal lives. Employees are expected to be persons of integrity and must conduct themselves in an honest and open way, free from deception or corruption and in a manner consistent with the discipline and teachings of the Catholic Church. Employees are expected to follow rules of conduct that will protect the interests and safety of all, including the standards and policies set forth in the Archdiocesan Code of Conduct and other Archdiocesan and School policies and guidelines.

Every employee of a Catholic school is a minister of the Catholic faith by providing a living witness of Christ's love for school patrons and others, especially the children entrusted to the school's care by parents and guardians. Since God created the universe and orders all within it, a Catholic perspective permeates all subjects informing the student of the unity of all knowledge.

105 Employee Responsibility

It is every employee's responsibility to read this Handbook in its entirety to gain an understanding of employment practices within the Archdiocese and the School. Yearly, employees will be required to sign a document acknowledging that they have read, understand and will follow the Handbook.

106 School History

TBD

107 Core Values, Mission Statement, Goals and Objectives

Section 1.2 Purposes. The School is organized and will be operated exclusively for educational, charitable, and religious purposes. The School is an Oklahoma virtual charter school established pursuant to the Oklahoma Charter School Act, 70 O.S. § 3-130 et. seq. Subject to the foregoing and other limitations set forth in the Certificate of Incorporation, the School shall have and exercise all the powers of nonprofit corporations under Oklahoma law.

Without limiting the generality of the foregoing, to the extent permissible under the Oklahoma Charter Schools Act, the School's purposes, activities, programs, and affairs shall include the following:

- M. To create, establish, and operate the School as a Catholic School. "It is from its Catholic identity that the school derives its original characteristics and its 'structure' as a genuine instrument of the Church, a place of real and specific pastoral ministry. The Catholic school participates in the evangelizing mission of the Church and is the privileged environment in which Christian education is carried out. In this way 'Catholic schools are at once places of evangelization, of complete formation, of inculturation, of apprenticeship in a lively dialogue between young people of different religions and social backgrounds.'" Congregation for Catholic Education, *The Catholic School on the Threshold of the Third Millennium* ¶ 11 (1997).

- N. To operate a “school [that] sets out to be a school for the human person and of human persons. “The person of each individual human being, in his or her material and spiritual needs, is at the heart of Christ’s teaching: this is why the promotion of the human person is the goal of the Catholic school.”“ Congregation for Catholic Education, *The Catholic School on the Threshold of the Third Millennium* ¶ 9 (1997). The heart of this mission “is oriented toward an integral formation of each student.” Sacred Congregation for Catholic Education, *Lay Catholics in Schools: Witnesses to Faith* ¶ 28 (1982).
- O. To operate a school that understands “[t]he truth is that only in the mystery of the incarnate Word does the mystery of man take on light. . . . [Christ] fully reveals man to man himself and makes his supreme calling clear.” Vatican II, *Gaudium et Spes* ¶ 22 (1965). The truth of the human person and the person’s ultimate destiny is learned and understood through faith and reason, theology and philosophy, including the study of the natural sciences. There is a “profound unity which allows [faith and reason] to stand in harmony . . . without compromising their mutual autonomy.” St. John Paul II, *Fides et Ratio* ¶ 48 (1998).
- P. To operate a school that educates its students for freedom, understanding that “in order to be authentic, freedom must measure itself according to the truth of the person, the

fullness of which is revealed in Christ, and lead to a liberation from all that denies his dignity preventing him from achieving his own good and that of others.” Congregation for Catholic Education, Consecrated Persons and Their Mission in Schools: Reflections and Guidelines, ¶ 37 (2022).

- Q. To assist and accompany parents in their obligation to educate their children. Code of Canon Law, Canons 793-806; Vatican II, Declaration on Christian Education ¶ 3 (1965). This obligation includes forming and cultivating students to
- a. See and understand truth, beauty and goodness, and their author and source — God. Catechism of the Catholic Church ¶ 2500;
 - b. Know that among all creatures, the human person is the only one created in God’s image with the ability to know and love God, and that God created persons male and female. Catechism of the Catholic Church ¶ 355-379;
 - c. Know that because of sin humanity was separated from God, but in God’s love He has provided a path to salvation through the saving power of Christ, the second person of the Trinity, in His suffering, death and resurrection. *E.g.*, Catechism of the Catholic Church ¶ 651-655;
 - d. Know that in this earthly sojourn, each person is called to participate in Christ’s

suffering and death by daily taking up their own cross and following Him. *Catechism of the Catholic Church* ¶ 618;

- e. Know that human persons are destined for eternal life with the Holy Trinity, e.g., *Catechism of the Catholic Church* ¶ 1720-1724, but that in freedom, an individual may reject God’s invitation and by this “definitive self-exclusion” end up in hell, *Catechism of the Catholic Church* ¶ 1033;
 - f. Engage in the lifelong task of forming one’s conscience to know good from evil and developing the will to do good and avoid evil, *Catechism of the Catholic Church* ¶ 1749-1794;
 - g. Develop habits of the intellect and will allowing one to live a virtuous life, *Catechism of the Catholic Church* ¶ 1784, 1803-1829; and
 - h. Develop mind and body according to each student’s ability so that the student may go into the world, participating in the transformation and development of society by the efforts of his or her labor, *Catechism of the Catholic Church* ¶ 1877-1889.
- R. To provide rigorous high-quality educational opportunities to prepare students for professional life. Vatican II, *Declaration on Christian Education* ¶ 5 (1965).

- S. To operate a school in harmony with faith and morals, including sexual morality, as taught and understood by the Magisterium of the Catholic Church based upon Holy Scripture and Sacred Tradition.
- T. To hire educators, administrators, and coaches as ministers committed to living and teaching Christ's truth as understood by the Magisterium of the Roman Catholic Church through actions and words, using their commitment to Christ and his teachings in character formation, discipline, and instruction, and to live this faith as a model for students.
- U. To contribute to the common good of society by 1) putting the Church at the service of the community in the realm of education, 2) providing an education directed toward the whole person — body, mind, soul and spirit-while rejecting the idea of a partial education directed solely toward mind and body; 3) sharing with parents, the state, and other educational institutions the universally recognized obligation to educate the young; 4) its openness to accept students of all faiths or no faith who appreciate and desire a robust Catholic education; and 5) guaranteeing cultural and educational pluralism, providing families to educate their children according to the dictates of their consciences. Congregation for Catholic Education, *The Catholic School on the Threshold of the Third Millennium* ¶ 16 (1997).

Section 200 Employment

201 Compliance with State and Federal Laws

The School complies with all applicable state and federal laws and statutes to the extent the teachings of the Catholic Church allow.

202 At-Will Employment

Many employees of the School are employed “at-will: which means that the terms of employment may be changed with or without notice, with or without cause, including, but not limited to termination, demotion, promotion, transfer, compensation, benefits, duties, and location of work. There is no agreement expressed or implied between the School and its employees for continuing or long-term employment. At-will employees may terminate employment with the School at any time, with or without notice, and with or without cause. Likewise, the School has the right to terminate employment of an at-will employee at any time, with or without notice, and with or without cause, so long as there is no applicable violation of federal, state, or local law.

Many teachers and school administrators are offered and accept contracts. To the extent that such contracts are consistent with this Handbook, the Code of Conduct, and other Archdiocesan policies and procedures, they are binding on the relationship between employer and employee. No employment contract carries with it an expectation of continued employment beyond the contract period, and there is no agreement expressed or implied between the School and these employees for continuing or longterm employment.

203 Nature of Employment Relationship

The policies and procedures set forth in the Handbook are not intended to create an express or implied contract of employment between the School and any of its employees, nor does acceptance of this Handbook imply that an employment contract for a specific duration exists between the School and the employee.

204 Hiring of Personnel

The School makes employment decisions based upon factors such as performance, abilities, talent, effort, credentials, education, and results. The School is committed to the utilization of the capabilities and productivity of all employees without unlawful consideration of personal characteristics.

205 Equal Employment Opportunity

The School is an Equal Opportunity Employer. The School complies with all applicable local, state and federal laws and regulations governing fair employment practices that are not inconsistent with the faith or moral teaching of the Catholic Church. To the extent that local, state, and federal laws and regulations are inconsistent with the faith and moral teaching of the Catholic Church, the School claims a religious exemption to such laws pursuant to the First Amendment to the U.S. Constitution and other applicable local, state, and federal laws and regulations.

Recruitment, employment, transfer, promotion and administration of personnel policies will be done without regard to race, sex, color, national origin, cit-

izenship, age, veteran status or mental or physical ability where the individual with a disability, with reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires. The School retains its right to consider religion as a factor in employment-related decisions.

206 Non-Discrimination on Basis of Disabilities

It is the policy of the School to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and state law. This act protects “qualified” individuals who have (or are perceived to have) a physical or mental impairment that substantially limits one or more major life activities. To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations pursuant to federal and state law for the known physical or mental limitations of an otherwise qualified individual with a disability unless “undue hardship” as defined by federal or state law would result. Applicants or employees who require accommodations in order to perform the essential functions of the job should contact their immediate supervisor to request such an accommodation. Equal employment opportunity will be extended to qualified persons with disabilities in all aspects of the employer-employee relationship, including recruitment, hiring, training, promotion, transfer, discipline, reduction in force, and termination of employment.

207 Discrimination Complaints / Non-Retaliation

Any employee who believes that he/she has been subjected to any form of discrimination should immediately advise the appropriate supervisor, who will take the report and encourage the employee to make a written statement. The employee's statement should include the specific complaint, including the name(s) of the individual(s) involved, and the name(s) of witnesses, if any, so a meaningful response may be provided. Supervisors receiving discrimination complaints are required to notify the Superintendent of Catholic Schools (superintendent) and Archdiocesan Director of Human Resources within one working day.

A timely and thorough investigation will be conducted to attempt to resolve the situation. If it is determined that inappropriate conduct has occurred, effective remedial action will be taken commensurate with the severity of the offense. If an employee does not believe the supervisor has taken appropriate action, he/she is to contact the Archdiocesan Director of Human Resources directly. The Archdiocese strictly prohibits retaliation by management, employees or co-workers against an employee for filing a discrimination complaint. Every effort will be made to maintain confidentiality; however, in the course of the investigation some individuals may be involved on a "need-to-know" basis.

208 Service Animal

The Catholic Schools of the Archdiocese of Oklahoma City are committed to providing support for students or staff who require the assistance of a service animal to aid with their major daily living activities that are substantially limited by a physical

or mental impairment. It is the intent of these procedures that Administration, Principal and school staff work in partnership with parents/guardians should a student or staff member with a disability require a service animal. However, there is no right of universal access to all service animals. The allowance of a service animal may be denied based upon an individualized, objective assessment of the associated hazards and risks. (*See infra* for a list of the main factors that will be included in such an assessment.)

Service Animal Defined by Title II and Title III of the ADA

A service animal means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Tasks performed can include, among other things, pulling a wheelchair, retrieving dropped items, alerting a person to a sound, reminding a person to take medication, or pressing an elevator button.

Emotional support animals, comfort animals, and therapy dogs are NOT service animals under Title II and Title III of the ADA.

Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual's disability. It does not matter if a person has a note from a doctor that states that the person has a disability and needs to have the animal for emotional support. A doctor's letter does not turn an animal into a service animal.

Res.App.337a

Examples of animals that fit the ADA's definition of "service animal" because they have been specifically trained to perform a task for the person with a disability:

- Guide Dog or Seeing Eye^o Dog' is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.
- Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.
- Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects. Tasks performed by psychiatric service animals may include reminding the handler to take medicine, providing safety checks or room searches, or turning on lights for persons with Post Traumatic Stress Disorder, interrupting self-mutilation by persons with dissociative identity disorders, and keeping disoriented individuals from danger.
- SSigDOG (sensory signal dogs or social signal dog) is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping).

Res.App.338a

- Seizure Response Dog is a dog trained to assist a person with a seizure disorder. How the dog serves the person depends on the person's needs. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.
- Diabetic Alert Dogs that are trained to alert diabetic owners in advance of low (hypoglycemia) or high (hyperglycemia) blood sugar events before they become dangerous.

Procedures:

Decisions regarding the implementation of the use of a service animal into the school environment are made on a case by case basis in consultation with all Stakeholders (e.g. Principal, Classroom teachers, and parents/guardians). A protocol will be developed at the school level to address the staff, student's, school's, and the service animal's needs. Issues to be addressed would include the responsibility for handling, toileting and clean up, feeding, and transportation of the service animal to and from school. The protocol will also address the integration of the animal into the school system, the education of the staff and student body as to the role and expectation of the service animal and balancing the needs of the student or staff seeking the use of the service animal and the needs of students or staff who have animal hair allergies or who exhibit fears of animals. A service animal will be excluded if it is a breed of animal prohibited by law.

Responsibilities:

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1. The provision of a certified professionally trained animal is the financial responsibility of the parents/guardians.

2. The provision of a fully trained animal handler is the financial responsibility of the parent if an animal handler is required.

3. The provision of all food, water, and waste clean-up/disposal materials is the responsibility of the parent/guardians.

4. The immunization of the animal against diseases is the financial responsibility of the parent/guardians. Parents/guardians must provide to the Board/school proof that the personal assistant animal's vaccinations are current.

5. The parents/guardians will provide the school with up-to-date vaccination and health records.

The school can require the removal of the service animal if the animal is out of control and the animal's handler does not take effective action to control it, the animal is not housebroken, or the presence of the animal poses a direct threat to the health or safety of others. A non-exhaustive list of factors that may be considered under this element are that the service animal:

- is unclean, not well-groomed or has an offensive odor.
- urinates or defecates in inappropriate locations.
- solicits attention, visits or annoys students or school personnel.

Res.App.340a

- vocalizes unnecessarily; *i.e.*, barking, growling, or whining.
- shows aggression towards people or other animals.
- solicits or steal food or other items from the students or school personnel.
- interferes with the educational program of any student.

If the service animal is removed, the individual with a disability shall be provided with the opportunity to participate in the service, program, or activity without the service animal.

The owner or handler of the service animal is responsible for any damage to school property or injury to personnel, students, or others caused by the animal.

209 Confidentiality / Right to Privacy

Information obtained in the course of employment (that is not generally available to the public) is considered confidential and should not be disclosed to anyone who does not have an actual “need-to-know.” Access, authorized or not, does not confer any right to disclose information. The confidentiality policy is motivated by concern and respect for an individual’s right to privacy. The School acts to protect the privacy of information about employees, students, and volunteers to the best of its ability, in accordance with prevailing legal requirements.

210 Immigration Law Compliance

It is the policy of the School to hire only those individuals who are and continue to be eligible to work in the United States. All new employees must, as a condition of employment, provide proof of identity and eligibility to work in the United States and comply with all archdiocesan policies, and federal rules and regulations. Upon employment each employee is required to complete a U.S. Immigration and Naturalization Form (1-9) to verify eligibility for employment in the United States.

211 Pre-Employment Reference Checks

Pursuant to the requirements of the Safe Environment policy of the Archdiocese, three references will be checked on all prospective employees. A written record of all reference checks will be maintained in the personnel file of each employee. The School will honor the request of referents regarding confidentiality, and employees will not have access to the written record of reference checks. A written release (given on the application for employment) will be obtained from the applicant prior to checking references. If written references are provided, additional clarification may be sought via personal or telephone interviews upon completion of a signed release from the applicant.

212 Credential Review and Verification

The candidate, at the time of application, is responsible for making available to the School verification of education and professional licenses and certifications, as well as a copy of their current

driver's license and car insurance verification where it is an occupational requirement.

It is the teacher's responsibility to maintain a current license/certification for the area he/she is teaching. The latest certification must be submitted to the principal.

213 Employment Forms

Prior to employment, the applicant must complete the background check form required by the Archdiocese as well as forms required by licensing or accrediting agencies. Failure to complete the requisite forms may result in disqualification or termination of employment. Falsification of information on the application or other employment forms is grounds for immediate termination or disqualification from employment consideration.

214 Criminal Background Reports

Criminal background checks are required and will be run on all prospective employees and volunteers of the School. Persons convicted of crimes, including but not limited to, crimes against children or other vulnerable populations, crimes of violence, use of weapons, illegal possession of weapons, distribution of illegal drugs, or alcohol or drug related convictions may not be hired as employees or approved for volunteer service.

Employees and volunteers have a duty to self-report arrests or convictions occurring after the initial criminal background check for crimes, including but not limited to, crimes against children or other vulnerable populations, crimes of violence, use of

weapons, illegal possession of weapons, distribution of illegal drugs, or alcohol or drug related convictions. Failure to self-report in and of itself is grounds for discipline, including termination of employment or discontinuance as a volunteer.

The Archdiocese automatically runs criminal background checks every three years on current employees and volunteers without notification to them. If the new background check indicates that an employee or volunteer has been convicted of crimes against children or other vulnerable populations, crimes of violence, use of weapons, illegal possession of weapons, illegal distribution of drugs, or alcohol or drug related crimes, the conviction or the failure to disclose such conviction will be grounds for discipline, including termination of employment or volunteer service.

215 Employment of Relatives/Nepotism

In the interest of maintaining the professionalism and integrity of relationships among staff and others, any situations in which actual or perceived conflicts of interest may exist are to be avoided. Therefore, the School will attempt to refrain from any assignments of relatives or others that may potentially lead to problems of supervision, safety, security, conflict of interest, or employee morale. For the purpose of this policy, relatives include spouses, children, parents, in-laws, grandparents, grandchildren, siblings, aunts/uncles, nieces/nephews, cousins, and step relationships. The policy is not limited exclusively to relatives and it also applies to other situations or personal relationships, including living in the same household, in which the School, in its sole

discretion, believes may result in an actual or perceived nepotism or conflict of interest.

The School reserves the right to take whatever action it deems appropriate where it believes such a situation exists, including transfer, reassignment, or termination of employment. All situations involving the employment of related persons are to be approved in advance by the Archdiocesan Director of Human Resources; under no circumstances can an offer of employment be extended by a relative to a related party as defined above. This Policy does not apply to temporary positions. Any questions regarding nepotism should be directed to the principal or Archdiocesan Director of Human Resources.

216 Employment of Minors

The School fully complies with the child labor provisions of the Fair Labor Standards Act and applicable state law which govern the employment of minors. The school will not employ youths younger than age 16.

217 Probationary Period

Per the Lay Teacher Contract during the first three (3) months of employment, the new employee is in a probationary period. The purpose of this period is to allow the employer to evaluate the employee's performance and to provide an opportunity for the employee to assess whether the School provides a suitable setting for his/her professional interests.

Notwithstanding during the probationary period, employees may terminate employment with the School at any time, with or without notice, and

with or without cause. Likewise, the School has the right to terminate employment at any time with or without notice, and with or without cause.

If the School determines that the probationary period is not enough to allow a thorough evaluation of the employee's performance, the probationary period may be extended by the supervisor for a specified period.

218 Posting of Employment Opportunities

When practical, employment opportunities may be posted internally and on the Archdiocesan website or newspaper.

219 Verification of Employment

It is the policy of the School to verify only dates of employment and position held. Any request for salary information must be in writing with the employee's signed authorization to release such information.

220 Rehire

Former employees may be considered for rehire if the employee's record indicates good performance, behavior and attendance during their prior employment and if their termination/resignation occurred under favorable circumstances.

If an employee has terminated his/her employment with the School and is rehired, and the duration of the separation is fewer than 60 days, the employee shall retain his/her original anniversary date, and the accrual rate for vacation and sick leave (if applicable) will remain at the rate in effect upon termination of employment. Employees rehired after a separation in

excess of 60 days will establish a new anniversary and benefit-eligibility date unless the separation was an approved leave of fewer than 120 days. Exceptions to this policy requires the approval of the Archdiocesan Director of Human Resources.

221 Approval for Rehire

All transfers or rehires at a new location requires the advance approval of the superintendent.

222 Outside Employment

Employment by the School generally does not prevent employees from engaging in additional lawful employment or volunteer service. However, an employee may not engage in any employment or volunteer activity that would result in a conflict of interest with the employee's position or the policies of the Archdiocese or School; that would in any manner bring disrepute upon the Church; constitute scandal, or otherwise conflict with the moral and theological teachings of the Catholic Church; or that detrimentally impacts the employee's job performance. Employees are asked to report any external employment and volunteer activity to their supervisor to determine whether a conflict of interest exists.

223 Conciliation Process (Grievance Process)

Communication builds community. Relationships can often suffer because people fail to communicate with each other. When problems occur between members of the school community, they should be solved as close to the source as possible. The School believes that work-related issues, questions, or complaints can best be resolved by frank and prompt discussion

between the employee and supervisor. If an employee has a work-related issue that needs resolution, the employee should discuss the issue privately with his/her immediate supervisor. If, after discussion between the individuals involved, the conflict cannot be resolved, a meeting with the persons involved and the principal should be held. The principal will act as mediator. If these two steps fail to bring about a satisfactory resolution, the pastor will be asked to mediate. The superintendent, in consultation with the pastor, will be the final decision maker if all local attempts to reach a consensus fail.

Employees shall be able to address employment-related issues with administration without fear of retribution.

224 Personal Appearance

The School expects employees to have a professional appearance. The professionalism of employees of the School includes the wearing of clothing appropriate to the employee's position both as a professional and as a minister of the Catholic Faith, in addition to speech and behavior which is befitting these positions. Employees are requested to be conscientious of their personal hygiene, neatness, and the cleanliness of their attire. Clothing and appearance should ensure modesty and sex-appropriateness, reflecting the Church's teaching on the dignity of the human person as well as the unique dignity of each sex. All employees should comply with the following personal appearance standards:

224.1 Acceptable Work Attire — Business casual.

224.2 Acceptable Attire for Casual Days — Special dress days for class engagement are to be approved by the principal BEFORE taking place.

224.3 Inappropriate Attire — Faculty and Staff are asked to dress professionally at all times when interacting with parents and students. Personal Grooming is expected for online classes.

224.4 Perfume, Cologne, Lotion, Aftershave Lotion or Essential Oils

If perfume, cologne, lotion, aftershave lotions or essential oils are used, moderation should be exercised in consideration of others, as students and co-workers may be sensitive to fragrances.

224.5 Tattoos and Piercings

Visible tattoos that contain language, symbols, or images that may be considered obscene, harassing, or discriminatory, and body piercings (other than earrings) must be covered up during working time.

225 Tobacco Free Campus

The School is a tobacco-free campus in order to provide a safe environment for all students, employees and visitors. This ban on smoking, chewing, or use of all tobacco products (cigarettes, cigars, pipes and

tobacco, and any other kind/form of tobacco including electronic cigarettes and vapor products with or without nicotine, or products packaged for smoking or the simulation of smoking) is in effect 24 hours a day, 7 days a week. The policy applies to all students, staff, and visitors to the School, while on school property, and at all school sponsored activities. The policy also applies to everyone providing service to the School and to all vehicles used by the School for transporting students, staff, visitors or other persons.

Any employee who suspects or finds a student using or in possession of drugs, alcohol or tobacco products must immediately report such findings to the principal.

226 Drug and Alcohol Use

All employees are expected to arrive at work fit for duty, and to remain so for the remainder of the work period. No employee may enter the school while under the influence of, or have in his/her possession, any intoxicating beverage or behavior altering drug of any kind. Likewise, the use, sale, transfer or possession of alcohol, illegal drugs (as defined under state or federal law), or controlled substances on the job, on School property, in School vehicles, or in personal vehicles while on School business is prohibited. (Employees using medication prescribed by a licensed physician may be required to provide administration with proof that such medication is safe to take while the employee is on duty and will not adversely affect employee's job performance. Administration will have sole discretion as to whether it will be safe for those employees to remain on duty.)

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Employees are strictly forbidden from consuming any intoxicating beverage or behavior altering drug of any kind during work time, break times, or meal periods, nor may they return to work after such breaks or meal periods under the influence of such substances. The use, sale, possession, or being under the influence of marijuana, whether prescribed or recreational, during working time, while on School property, or while performing School business is prohibited.

Failure to comply with these work rules may lead to disciplinary action, up to and including termination.

227 Solicitation and Distribution

In order to avoid disruption of School operation, employees may not solicit or distribute literature during working time. Non-employees may not solicit or distribute at any time on School property. Working time includes the working time of both the employee doing the soliciting and distributing and the employee to whom the soliciting or distributing is being directed. Working time does not include break periods, meal periods, or any other specified periods during the workday when employees are not engaged in performing their work tasks.

Section 300 Safe Environment

301 Policy Against Sexual Misconduct

Sexual misconduct or harassment in the workplace is wrong and will not be tolerated. All inappropriate physical contact with minors and others is prohibited. The School will take appropriate,

decisive action on all accusations of sexual misconduct in accordance with the applicable provisions of civil and canon law. (See Policy 1511)

302 The Charter for the Protection of Children and Young People

The Charter is a comprehensive set of procedures originally established by the United States Conference of Catholic Bishops (USCCB) in June 2002 for addressing allegations of sexual abuse of minors by Catholic clergy. The Charter also includes guidelines for reconciliation, healing, accountability, and prevention of future acts of abuse. It was revised in 2005, 2011, and 2018. The Charter directs action in all the following matters:

- Creating a safe environment for children and young people;
- Healing and reconciliation of victims and survivors;
- Making prompt and effective response to allegations;
- Cooperating with civil authorities;
- Disciplining offenders;

Providing for means of accountability for the future to ensure the problem continues to be effectively dealt with through *the Secretariat of Child and Youth Protection* and the *National Review Board*.

303 Safe Environment Protocol

All employees and volunteers who have regular contact with minors or vulnerable adults must complete the Safe Environment Protocol BEFORE

being employed or accepted as a volunteer. The following is a summary of the steps required to be considered for employment or volunteer activities.

303.1 Paper Application

The Archdiocesan paper application must be completed in full, dated and signed before it can be accepted by the School. Relatives or parish clergy may not be listed as references on the application. Any false statements on the “declarations” section will result in automatic elimination of the applicant for employment or volunteer service.

303.2 Interview

Each applicant for employment or volunteer work will be interviewed.

303.3 Reference Check

All three references provided by the applicant for employment or volunteer service will be checked.

303.4 Code of Conduct

Applicants for employment or volunteer service must read the Code of Conduct, and then complete and sign the Statement of Receipt and Agreement.

303.5 Safe Environment Training

All employment and volunteer applicants must attend a training workshop.

303.6 Criminal Background Check

The School will conduct a criminal background check using the information provided on the paper

application. Background checks are run for persons age 18 and older.

304 Child Abuse Defined

Child abuse is defined as any non-accidental injury to a child by another person. There are various types of child abuse or maltreatment which include:

304.1 Physical Abuse

Non-accidental bodily injury inflicted by a parent, caretaker, or other adult. It can include excessive corporal punishment and injuries resulting in bruises, burns, fractures, internal injuries, and death.

304.2 Sexual Abuse

Sexual assault or exploitation of a child inflicted by an adult can include exhibitionism, lewd or threatening talk, fondling, intercourse, and the use of a child for child pornography.

304.3 Neglect

Negligent or maltreatment of a child by a parent or caregiver under circumstances indicating harm or threatened harm to the child's health or welfare. The term includes both severe or general neglect and acts and omissions.

304.4 Emotional Abuse

Includes verbal assault (belittling, screaming, etc.), continual negative moods, constant family discord, etc.

305 Mandated Reporter of Child Abuse or Neglect

State law requires every person, including teachers and health care professionals, who has reason to believe that a child under 18 years of age is being abused or neglected, or is in danger of being abused or neglected, either by an adult or a peer, is to report the suspicion of abuse or neglect IMMEDIATELY to the Oklahoma Department of Human Services (DHS).

Every health care professional, teacher, and every other person who has reason to believe that a student 18 years or older is a victim of abuse or neglect, either by an adult or a peer, is to report the matter IMMEDIATELY to local law enforcement.

306 Reporting Suspected Child Abuse or Neglect

Failure to report suspected child abuse or neglect is a crime. No person, regardless of their relationship to the child or family, is exempt from reporting suspected abuse or neglect. By law, reporting child abuse or neglect is an individual responsibility. The individual who suspects abuse or neglect is legally responsible for making certain that the report is made to DHS.

If a person has obtained the information leading to his/her suspicions from a professional relationship, the legal responsibility is NOT satisfied by merely reporting the suspicions to a supervisor.

A report to DHS is a request for a safety evaluation to gather facts and protect the child. The individual making the request does not need proof of the abuse or neglect prior to reporting. Investigation and validation of child abuse and neglect reports are

the responsibility of DHS or law enforcement officials. If a person becomes aware of additional incidents after the initial report was made, another report to DHS with the additional concerns and information should be made.

306.1 Statewide Child Abuse Reporting Hotline

Hotline: 1-800-522-3511

If a person suspects a child (under 18 years of age) is in immediate danger call 911.

The Statewide Abuse Hotline is available 24 hours a day, seven days a week.

306.2 Information Needed for Reporting

When making a report to DHS, have as much of the following information ready to share with DHS, if possible:

- The names, addresses, ages and whereabouts of the child and the child's parents/guardians, or other persons responsible for the child's welfare, such as at the school, work, daycare, or hospital;
- Information pertaining to support systems for the family, other individuals who may be aware of the abuse or neglect, or any safety-related issues child welfare may need to be aware of prior to contacting the family, such as domestic violence, presence of weapons, or use of illegal substances;
- The nature and extent of the abuse or neglect;

Res.App.356a

- Any historical information on the family related to the safety and well-being of the children and their parents/guardians or other identified caretakers; and
- Any other information that might be helpful in establishing the cause of the injuries and the identity of the person responsible.
- An employee or volunteer making a report to DHS must keep documentation of the call made and all pertinent information given regarding the incident, including the case number that will be assigned by DHS. If a reporter does not have all the information listed above, he/she should still call to make the report to DHS. DHS will ask for the reporter's name and phone number. This is voluntary, and a reporter may remain anonymous.

If additional calls to DHS are warranted, the original case number should be given to DHS, and new information given to DHS should be added to the original documentation.

306.3 Suspected Abuse by School or Church Employee, Volunteer, or Clergy member

Make a report to the Statewide Abuse Hotline 1-800-522-3511.

Make a report to the Archdiocesan Pastoral Response Hotline 405-720-9878.

306.4 Notification of Supervisor

The employee's supervisor should also be notified whenever an employee believes that a DHS report

may need to be filed to report suspected abuse or neglect. The individual who is a mandated reporter is responsible for filing the report. Supervisors or administrators may not impede or inhibit reporting by a mandated reporter. Permission from the employee's supervisor is not necessary to make a report.

306.5 Notification of Department of Catholic Education

The Department of Catholic Education must be notified when a report is made to DHS or the police for any student.

306.6 DHS Visit to the School

DHS may arrive at the school to interview and check on a student. It may or may not be related to a report to DHS made by a school employee. The principal or principal designee should ascertain that the person is a DHS employee by examining the person's DHS badge. A copy should be made of the DHS badge. The principal must allow DHS access to the student and should safeguard the student's privacy. During the DHS interview of the child, the principal or principal designee should remain during the interview, but not participate in the interview.

The principal or principal designee should document the interview and append the copy of the DHS badge. The principal should not contact the student's parents/guardians to inform them of the DHS interview.

307 Threatening Behavior by a Student

307.1 Threatening Behavior Defined

Threatening behavior means any verbal threat or threatening behavior, whether it is directed at another person, which indicates potential for future harm to students, school personnel or school property.

307.2 Reporting Threatening Behavior

The state law of Oklahoma requires school employees to notify law enforcement of any threatening behavior made by a student.

307.3 Notification of Department of Catholic Education

The Department of Catholic Education must be notified when a report is made to law enforcement for a student's threatening behavior.

307.4 Police Visit to the School

The school shall cooperate with local and state law enforcement departments.

When it is necessary in the performance of duty for a police officer to lawfully arrest a student in attendance at school or interview a minor in the case of a contemporaneous or imminent crime, the officer is empowered to do so. While the constitutional rights of students may not be infringed upon by the police officer, school officials are not required to nor should they attempt to prevent such arrests or interviews.

In taking such action police officers are required to give due consideration and recognition to the rights, responsibilities, and concerns of school personnel.

Res.App.359a

Consequently, all police officials shall be requested and expected to deal initially with the principal, pastor, or designated school official.

In such matters, as well as in the case of general requests by police officers to question a student in attendance at school, except for a report of suspected in-home abuse or neglect, the following specific procedures shall be followed.

1. The principal or designee shall ascertain the identity and the official capacity of the police officer, the authority under which action is required, and in the case of the release of the student to the officer the reason for such action.
2. The principal shall question the officer to ascertain whether the student is a suspect or a witness to a crime and whether the crime is contemporaneous or imminent.
3. The principal shall request that the police officer delay interviewing or arresting the student until the parents/guardians are present except in the case of a serious and contemporaneous crime or imminent crime. The parents/guardians will be immediately notified and summoned by the principal.
4. If the officer objects or refuses to wait until the parents/guardians arrive the principal shall insist on the right to be present in loco parentis for the interview and/or arrest.
5. If the police officer insists on interviewing the student privately the principal shall declare clearly and in the presence of a

Res.App.360a

witness that the interview is being conducted over the principal's stated objections to the circumstances.

6. The principal shall notify the parents/guardians if the student is interviewed or taken into custody and removed from the school premises.
7. The principal shall keep a detailed, written record of the events and the sequence of procedures followed. This shall include the name, identification badge number, and contact telephone number of the police officer to whom the parent should be referred.

In all cases, the principal shall not hinder the interview or any taking of a student into custody. In these situations, every possible step should be taken to provide privacy for the student.

The fact that a student is interviewed or arrested by the police officer does not necessarily constitute a case for suspension or expulsion.

308 Good Faith Reporting

Persons who make a report to DHS or the police are exempt from discipline and civil liability for acting in good faith if they reasonably believe a child is exhibiting threatening behavior or is being abused or neglected.

309 Safe Environment Curriculum

Safe and Sacred, for students in PK-12, is an archdiocesan curriculum that is taught to students each year. Its goal is to give students the tools needed

to help protect them from the many forms of abuse. The curriculum is available for review by parents/guardians by contacting the school office. Teachers may not begin teaching the curriculum until parents/guardians have been notified and given an opportunity to opt-out if they choose.

309.1 Parent Opt-Out

Parents/guardians may opt for their child not to participate in the safe environment curriculum, Safe and Sacred. Parents/guardians are required to complete a refusal for participation form.

310 Volunteers

Only adults and persons 14 and older who have completed the volunteer screening process may serve as volunteers in the school. Employees should not assume a parent/guardian is an approved volunteer without checking with the principal or safe environment coordinator each year.

311 Sexting

Sexting is defined as the act of sending or forwarding through digital devices and other electronic media images or messages that are sexually explicit in nature. Sexting involves:

- Fully nude or semi-nude photographs /images
- Sexually explicit messages
- Transmission to one or more people
- Possession, without transmittal, of fully nude or partially nude photographs/images.

Res.App.362a

- Interference with a person's personal and social demeanor
- Substantial interference with the School environment.
- Distribution is defined as giving out, sharing, dispensing or selling to others. Possession is defined as having control or ownership. Possession is extended to recipients who have failed to immediately delete, or report having received fully nude or partially nude photograph/images.

Employees or students involved in sexting, possession or transmission of inappropriate photos on their cell phones or other electronic devices face termination or expulsion and criminal prosecution under existing federal laws and state statues that bar the possession or transmittal of child pornography.

Section 400 Professional Conduct and Ethical Behavior

401 Standard of Conduct

Employees are to conduct their employment-related activities in an ethical manner consistent with

Catholic teachings and the principles of professionalism, loyalty and confidentiality, adhering to all applicable laws.

The information in this section is provided as a guide for employees to maintain an effective level of service and a work environment consistent with the educational and pastoral mission and ethics of the School. Although it is not possible to provide an all-inclusive list of all types of impermissible conduct,

Res.App.363a

conduct that may lead to disciplinary action, up to and including termination includes, but is not limited to:

1. Stealing or attempting to steal School property, or the property of other employees;
2. Bringing onto School property firearms, ammunition, explosives, hazardous materials or concealed weapons of any kind;
3. Conduct not compatible with or in conflict with the teachings and mission of the Roman Catholic Church;
4. Harassment;
5. Discrimination on the basis of race, sex, color, national origin, citizenship, age, or veteran status or mental or physical ability;
6. Sexual abuse of a minor;
7. Failure by a teacher or supervisor to provide a safe environment for students, employees, volunteers, or the public;
8. Insubordination defined as the refusal of an employee to follow reasonable, lawful instructions from a member of management concerning a work-related matter;
9. Disclosure of confidential and/or protected information;
10. Actual or threatened physical violence;
11. Inappropriate physical contact with students, parishioners, co-workers, volunteers, or clients;
12. Commission of a felony or other crime involving violence or moral turpitude, which

Res.App.364a

has some bearing on work performed for the School;

13. Violation of established policies, including safety/security rules;
14. Unprofessional or immoral conduct;
15. Falsification or material omission on an employment application, or any other School record, including timesheets;
16. Unauthorized removal, misuse, destruction, or damage of property of the School
17. Possession, distribution, sale, use or being under the influence of alcoholic beverages or illegal drugs while on School property, while on duty, or while operating a vehicle or potentially dangerous equipment leased or owned by the School;
18. Unjustified and/or excessive absence/tardiness;
19. Fighting, scuffling, or indulging in horse-play;
20. Failing to observe dress or safety rules;
21. Leaving work without permission;
22. Threatening, intimidating, coercing, harassing, or interfering with fellow employees or indulging in harmful gossip;
23. Performing activities other than school work during working time;
24. Abusing school telephone privileges. Engaging in excessive non-business use of the Internet or personal cellular telephone

use including, but not limited to, texting, instant messaging, blogging, and posting, during working time;

25. Failing to immediately report to the supervisor any injury occurring at work, no matter how slight;
26. Engaging in relationships with other employees which may be considered a conflict of interest, or create a problem of supervision, safety, security, or morale;
27. Engaging in behavior that is offensive to other employees, including distributing or displaying offensive materials;
28. Failing to follow a supervisor's defined schedule without a valid excuse; and
29. Inappropriate social media postings.

402 Policy Against Harassment, Discrimination, and Retaliation

As a matter of policy, the School prohibits all forms of discrimination and harassment. Discrimination is defined as behavior that is offensive to individuals or groups based on race, sex, color, national origin, citizenship, age, veteran status or mental or physical ability. This behavior is considered discrimination when it adversely impacts an individual's employment or creates an offensive or hostile work environment of any type, either explicitly or implicitly. Discrimination may take many forms; some examples include, but are not limited to, jokes, slurs, stories or posted material (paper or electronic) depicting any group in an unfavorable light;

Res.App.366a

objectionable physical proximity or contact; using offensive or demeaning terms to anyone. Employees are urged to report incidents of discrimination to the principal so that appropriate action can be taken.

It is also the goal of the School to promote a workplace that is free of sexual harassment. Sexual harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful, unchristian, and will not be tolerated. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated. To achieve the goal of providing a workplace free from sexual harassment, the conduct that is described in this policy will not be tolerated.

The School will respond promptly to complaints of sexual harassment. Where it is determined that such inappropriate conduct has occurred, the School will act promptly to eliminate the conduct and impose corrective action as is necessary, including disciplinary action where appropriate. Sexual harassment can be described as:

1. Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature which is made, implicitly or explicitly, a condition of the employee's continued employment, or is used as a basis for employment decisions; or
2. When such advances, requests, or conduct have the purpose or effect of unreasonably

Res.App.367a

interfering with an individual's work performance by creating an intimidating, hostile, humiliating, or sexually offensive work environment.

Sexual harassment may occur regardless of the intention of the person engaging in the conduct. Employees are protected from offensive behaviors on the part of anyone they encounter in the course of their work for the School. While it is not possible to list all those circumstances that constitute sexual harassment, the following are some examples of conduct, whether communicated verbally, graphically, electronically (email), via text or cell phone or through physical conduct that may constitute sexual harassment:

- Sexual advances — whether they involve physical contact or not;
- Requests for sexual favors in exchange for actual or promised job benefits;
- Sexual jokes;
- Use of sexual epithets; written or verbal references to sexual conduct;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Leering, whistling, brushing against the body, sexual gestures, suggestive, insulting or offensive comments.

Behavior that does not rise to the level of illegal harassment as defined by law may still be unacceptable in the workplace and a violation of this policy

subjecting an employee to disciplinary action, up to and including termination.

402.1 Reporting and Complaint Procedures

When a complaint is received, immediate steps will be taken to investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. The investigation will include a private interview with the person filing the complaint and with witnesses. An interview of the person alleged to have committed sexual harassment will also be done. When the investigation is complete, the results of that investigation will be disclosed to the appropriate parties.

The most important responsibility of each employee is to report any conduct that is offensive immediately to the principal or pastor.

403 Non-Fraternization

In order to effectively operate school business and avoid problems with supervision, morale, or the creation of an environment which may produce claims of sexual harassment, administrators and supervisors are strongly discouraged from fraternizing or becoming romantically involved with one another, or with any subordinate employee in their chain-of-command or with any non-administrative employee.

Such relationships are prohibited when in the opinion of the School, the personal relationship may create a conflict of interest, cause disruption, create a negative or unprofessional work environment, or presents concerns regarding supervision, safety,

security, or morale. If an employee should enter a relationship with a fellow employee, they must disclose this to their supervisor.

404 Conflict of Interest Policy

In the course of business, situations may arise in which an employee has a conflict of interest, or in which the process of decision-making may create an appearance of a conflict of interest. A conflict of interest arises when an employee involved in decision-making is in the position to benefit, directly or indirectly, from his/her dealings with the School or person conducting business with the School.

Some of the most common conflict of interest situations include:

- Use of School information for private gain;
- Involvement in outside activities that have goals in conflict with Church teachings;
- Spouses, or relatives as suppliers, vendors, or business partners;
- Commissions, kickbacks, rebates, gifts or gratuities from suppliers or vendors; and
- Honorariums

In these situations, the employee should discuss the situation with his/her supervisor for resolution.

Employees have an obligation to:

- Avoid conflicts of interest, or the appearance of conflicts, between their personal interests and those of the School in dealing with outside entities or individuals

Res.App.370a

- Disclose real and apparent conflicts of interest to the Principal, and
- Refrain from participation in any decisions on matters that involve a real conflict of interest or the appearance of a conflict.

Disclosure Requirements

- The first step in addressing conflicts of interest is disclosure. An employee who believes that he/she may be perceived as having a conflict of interest in a discussion or decision must disclose that conflict to the group making the decision. Most concerns about conflicts of interest may be resolved and appropriately addressed through prompt and complete disclosure.

Resolution of Conflicts of Interest

- All real or apparent conflicts of interest shall be disclosed to the principal who will assure prompt resolution.

Given the importance of resolving conflicts of interest, violations of this policy, including failure to disclose conflicts of interest, may result in termination.

405 Business Conduct and Ethics

The successful operation of the school is built upon the principles of fair dealing and ethical conduct of School employees. The school's reputation for integrity and service to the community requires careful observance of the spirit and letter of all applicable laws and regulations, as well as regard for the highest standards of conduct and personal integrity. The

school will comply with all applicable laws and regulations and expects its employees to conduct business accordingly.

406 Whistleblower Policy

If any employee reasonably believes that some policy, practice, or activity of the School is in violation of law, a written complaint must be filed by that employee with the Director of Human Resources or the superintendent.

It is the intent of the School to adhere to all laws and regulations that apply to the School, and the purpose of this policy is to support the School's goal of legal compliance. The support of all employees is necessary to achieve compliance with various laws and regulations. An employee is protected from retaliation only if the employee brings the alleged unlawful activity, policy, or practice to the attention of the Director of Human Resources and/or the superintendent and provides the School with a reasonable opportunity to investigate and correct the alleged unlawful activity. The protection described below is only available to employees that comply with this requirement.

The School will not retaliate against an employee who, in good faith, has made a protest or raised a complaint against some practice of the School, or of another individual or entity with whom the School had/has a business relationship, with a reasonable belief that the practice is in violation of law or a clear mandate of public policy.

The School will not retaliate against an employee who discloses or threatens to disclose to a supervisor

or a public body any activity, policy, or practice of the School that the employee reasonably believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate or public policy concerning health, safety, welfare, or protection of the environment.

407 Confidentiality

Because of the confidential nature of the services provided by the School, all employees and volunteers are required to keep all personnel, service recipient and donor information confidential. Violation of student confidentiality will result in disciplinary action up to and including termination of employment.

408 Defamation of Character

Employees should pay attention about what they say about other people. Slander is oral defamation; libel is written defamation. State only observable facts and not opinions. Be judicious in stating facts. Ask: "Why does this person need to hear this" or "Why do I need to say it to this person or persons?"

409 School Business

It is expected that all employees will support the decisions of the school administration as well as the professional actions of one another. It is never acceptable to discuss professional differences with students or with parents/guardians. Any breach of professional confidence may be cause for dismissal. The actions or teaching abilities of co-workers should not be discussed except with the person or with the principal.

410 Political/Partisan Support

Employees may not engage in any activity supporting or opposing a political candidate during work hours, using School materials or equipment, including distributing promotional materials and wearing clothing-supporting/opposing a political candidate. Employees are not allowed to display visible signs of support for a political candidate. This includes buttons, signs, or bumper stickers placed on a car parked in the school parking lot. Employees are prohibited from utilizing their positions as employees in support of or in opposition to any political candidate. Any distribution or posting of material supporting/opposing a political candidate may jeopardize the School's non-profit designation and is prohibited.

411 Public Relations

All contact with the media of any type or description must be referred to the principal who will consult with the superintendent and the Archdiocesan Director of Communication. Any requests for interviews, press releases or social media postings must be approved in advance by the principal.

412 Money Collected

Any individual handling or receiving cash or cash equivalents (*i.e.*, gift cards, gas vouchers) is responsible to the School for proper security and accountability. It is important that only authorized employees accept and provide receipts for funds. Employees are required to appropriately safeguard, account for and document all cash received on behalf of the School. All monies or cash equivalent items will be maintained in

a secure, locked device or some other location appropriately approved by the principal.

413 Travel

The School will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. The supervisor must approve all business travel in advance.

When approved, the allowable costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed. Alcoholic beverages will not be reimbursed. The principal or business manager will provide guidelines on allowable expenses and assistance on procedures regarding reimbursement, travel arrangements, expense reports, or any other business travel issues. When travel is completed, employees must submit completed expense reports in a timely manner, but not later than 30 days from return of travel. Original receipts must accompany the request for reimbursement.

Employees are expected to limit expenses to reasonable amounts. Mileage reimbursement will be made at the current rate allowed by the IRS approved rate. Additional expenses arising from any associated travel, incident to the approved business travel, are the responsibility of the employee.

Abuse of these general business travel policies and any instructions from the business office, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for discipli-

nary action, up to and including termination of employment.

414 Use of School Property / Facilities

Employees may not divert School property, or any item donated to the School to their own personal use. Employees may not engage in a business enterprise or fee for service activity on School premises. This policy includes, but is not limited to, the personal use of the organization's name, logo, stationery, supplies, equipment, computers, telephone, fax machines, postage and postage meters, vehicles, office machines, or other property for personal purposes. No fees or stipends should be accepted for services performed within the scope of employment or performed on work time.

415 Investigations and Searches

From time to time, the School may conduct internal investigations pertaining to safety and security, auditing or work-related matters. Employees are required to cooperate fully with and assist in these investigations if requested to do so.

While on School property, employees should have no expectation of privacy in their work spaces, assigned storage areas or in their personal effects (including cars parked on school property). School property includes all school and church buildings and storage areas, grounds and parking lots. The School reserves the right, at all times, and without prior notice, to inspect and access any and all School property. This may occur during or after business hours, and in or out of the presence of the employee.

Res.App.376a

The School retains the right to conduct reasonable searches of personal belongings (*i.e.*, briefcases, bags, purses) and work areas (*i.e.*, desks, file cabinets, etc.) without notice to guard against violence, theft, possession or distribution of inappropriate information or materials, possession or use of drugs and alcohol, or an exigent circumstance. Searches shall be conducted reasonably to protect the dignity and privacy rights of individuals. Searches shall be conducted by two persons to protect the rights of the person searched. To the extent a search is requested, and the employee is present, the employee may refuse the search; however, such refusal can result in discharge from employment for refusal to cooperate.

If circumstances allow, the superintendent should be contacted prior to conducting a search of an employee.

416 Alcohol at School

The School is not permitted to serve alcohol to employees at any time in the school day. This includes employee gatherings after school. Alcohol should never be stored any place in the school building. In the event the school has an adult social event, such as an auction, the principal will make advance plans to determine where any alcohol will be temporarily stored until it is picked-up. The alcohol will be secured so that it is inaccessible to students.

Section 500 Classification & Categories of Employment

501 Regular Full-Time

Employees are regularly scheduled to work 30 or more hours per workweek. Regular full-time employees are entitled to archdiocesan employee medical benefits, subject to the eligibility and waiting period requirements for any plan or program.

502 Part-Time

Employees are regularly scheduled to work at least 20, but fewer than 30 hours per workweek. Part-time employees are not eligible for medical benefits. Sick leave and vacation, if applicable, accrue on a prorated basis.

503 Temporary Full-Time

Employees are regularly scheduled to work 35 or more hours per week; however, the length of employment cannot extend beyond 180 days. Temporary full-time employees are not eligible for benefits other than government mandated benefits.

504 Occasional Part-Time

Employees have work schedules that change from week to week based on the needs of the School with no guarantee of a certain number of hours to be worked each week. Other than government mandated benefits, no benefits are extended to this employee classification.

505 Fair Labor Standards Act

In addition to the above-listed categories, employees are also classified, per the Fair Labor Standards Act Classification, as either non-exempt or exempt for the purpose of overtime compensation.

505.1 Non-Exempt Employees

Non-exempt employees include all those who are covered by the overtime provisions of state and federal law. Employees in this category are entitled to overtime pay for work in excess of 40 hours in a workweek.

505.2 Exempt Employees

Exempt employees include all those who are classified by the School as exempt from overtime pay under the federal Fair Labor Standards Act and related regulations, the Oklahoma Department of Labor, and the executive, administrative, or professional exemptions set forth in the above referenced legislation. Each position classified as exempt will be reviewed to assure compliance with the Fair Labor Standards Act.

Section 600 Personnel Records

601 Changes in Information

Employees should promptly notify the principal or business manager of any changes in pertinent information such as name, address, telephone number(s), emergency contact(s), and information related to a change in insurance eligibility and other benefit matters.

602 Job Descriptions

Every position has a job description outlining the essential functions, responsibilities, duties, classification and qualifications for the position. The job description may be revised periodically to reflect changed duties for that position. This description is the basis for assuring the completion of the expectations of the employee's position and serves as a reference point for training and evaluation of performance. Job descriptions may be revised periodically to reflect changed duties for that position.

Job descriptions may be changed by the principal (with or without notice and with or without change in compensation), additional job responsibilities may be assigned, and positions may be reassigned or transferred.

603 Performance Evaluation

The formal performance evaluation provides an opportunity to discuss the major duties and job expectations upon which performance is rated. A candid review and discussion of job-related strengths and areas where improvement is necessary is important in any employment relationship. The performance appraisal is also designed to provide an opportunity to identify strengths and areas in which additional training and/or improvement are needed. Each employee will receive at least one written performance evaluation per school year. Teachers can expect 5 short walk-through evaluations and one full class observation in addition to the self-evaluation and summative assessment that will be completed prior to a contract for the following year being issued.

603.1 Preparation of Performance Evaluation

Evaluations will be prepared in writing by the employee's immediate supervisor and constructively discussed in private with the employee. A performance evaluation is not necessarily tied to any increase in income, but it is meant to review pertinent job-related issues.

603.3 Employee Signature

The signature of the employee on the evaluation does not necessarily mean that he/she agrees with the evaluation. In cases of disagreement, the employee is encouraged to note such on the evaluation, or submit a separate, signed statement indicating the points of disagreement. This statement becomes part of the evaluation and will be filed in the employee's personnel file.

603.2 Distribution

All evaluations are to be prepared in duplicate and signed and dated by the employee and the immediate supervisor. The original is placed in the employee's confidential personnel file and a copy given to the employee.

604 Personnel File

An official personnel file will be maintained for each employee by the principal. The personnel file retains necessary and related information (job application, resume, records of training, documentation of performance evaluations, salary increases, etc.) about each employee. Personnel files are the property of the School and the School reserves the right to control

those documents in a manner that is consistent with its business interests.

605 Inspection of Personnel File

Each employee has the right to inspect his/her personnel records that the School maintains relating to the employee's performance and legally required documents. Inspection of such records will be permitted upon written request of the employee to the principal. Inspections of records will take place at a reasonable and mutually agreeable time with the principal or designee present. Employees may not remove items from their personnel file. The School will honor the request of referents regarding confidentiality of provided references, and employees will not have access to review the references in their personnel file.

Section 700 Salary Administration

701 Promotions, Transfers, and Demotions

When an employee changes positions, his/her salary may or may not be adjusted depending on the employee's current salary in relation to the responsibilities of the new position. The factors considered in an employee's eligibility for promotions and transfers include, but are not limited to, the requirements of the new position, and the employee's education, experience, attendance, and performance history.

702 Wage Increases

The School's intent is to motivate and reward a high level of performance by reviewing both performance and compensation on an annual basis. The

yearly evaluation does not guarantee an adjustment in salary to any employee. Wage increases are at the sole discretion of the School, and they may or may not be given depending on an employee's performance and financial considerations.

Section 800 Hours Of Work And Compensation

801 Method of Pay

All non-exempt employees are paid on an hourly basis, calculated on actual hours worked. Exempt employees are paid on a salary basis.

802 Payroll

All employee compensation must be processed through payroll using Paycom.

803 Paydays and Pay Periods

Site specific-

804 Work Schedule

804.1 Standard Workweek

All hours worked by non-exempt employees in excess of 40 hours in one workweek will be treated as overtime. The standard workweek begins each Sunday at 12:01 a.m. and ends at 12 midnight the following Saturday. Employee work schedules are established within this framework.

804.2 Work Hours

Work hours vary by location and department and are established and promulgated by the appropriate

supervisor. Work hours may be amended to better meet the needs of the School's operation.

804.3 Basic school hours

The school is open 8:00 a.m. to 3:30 p.m.

805 Compensation and Overtime

It is the policy of the School to comply with all applicable state and federal laws regarding the payment of compensation and overtime. Non-exempt employees must report all time worked and be compensated appropriately. The following conditions apply to overtime:

805.1 Approval

All non-exempt employees must obtain approval in advance from their immediate supervisor prior to working overtime.

805.2 Calculation

- Non-exempt overtime hours will be compensated at overtime rates as follows:
- Compensation for hours in excess of 40 for the workweek will be paid at a rate one and one-half times the employee's regular hourly rate of pay.
- Weekend work does not automatically qualify for compensation at an overtime rate of pay.
- Non-exempt employees who work on holidays will be paid at the overtime rate of pay.

805.3 Non-Exempt Employee Volunteer Work

A non-exempt employee may not volunteer and work unpaid hours in his/her regular paid position. A non-exempt employee may, however, volunteer in other capacities provided there is no pressure or expectation for them to do so.

805.4 Exempt Employees

The salary of an exempt employee is intended to cover all compensation to which he/she is entitled. Exempt employees are not to receive additional compensation for extra hours worked, nor are they entitled to time off in lieu of compensation. Accordingly, any authorized time off will be at the discretion of the appropriate supervisor. Neither extra compensation nor adjusted time off will be owed or payable, under any circumstances, to an exempt employee upon termination of employment.

805.5 Compensatory Time Off

Compensatory time off is not permitted.

806 Meal and Rest Periods

The School authorizes and permits non-exempt employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period shall be based on the total hours worked daily at the rate of 10 minutes total rest time per four hours or major fraction thereof, as indicated in the following chart:

Hours Worked	Ten Minute Rest Periods
3.5 — 6	1

6-10	2
10 —14	3

Rest periods may not be added to meal periods to extend the time, nor used to make up for tardiness, or leaving work early.

Non-exempt employees are also provided an uninterrupted 30-minute unpaid meal period each day. During this meal period, employees are relieved of their work duties and the School relinquishes control over the employee's activities.

The School will permit employees a reasonable opportunity to take their meal period and will do nothing to impede or discourage employees from taking their meal period.

807 Timekeeping

Non-exempt employees are required to complete a daily individual time record showing the actual time worked. This includes recording start time, time out for lunch, time in from lunch, and departure time for each workday. Time must be recorded daily online through Paycom, on a timesheet or timecard in ink, or other method designated by the employee's supervisor. Each non-exempt employee is responsible for filling in his/her time sheet completely and accurately and for the timely submission of the time sheet to his/her immediate supervisor for approval.

Both the employee and the appropriate supervisor must sign each time sheet and initial any modifications or alterations weekly, if done manually. Altering, falsifying, tampering with time records, or recording time on another employee's time record may

result in disciplinary action, up to and including termination of employment.

Both exempt and non-exempt employees are required to report/record time away from work, including vacation, sick leave, leaves of absence, personal days, jury duty, etc.

808 Direct Deposit

All employees are required to have direct deposit for payroll.

809 General or Standard Deductions

State and federal payroll taxes will be withheld from each employee's paycheck in accordance with state and federal law. These deductions include, but are not necessarily limited to, state and federal income tax, social security tax (FICA), and Medicare. Deductions may also be made for health insurance or other employee benefit premiums elected by the employee.

810 Garnishment of Wages

If the School receives a court order or notices from federal or state government to garnish an employee's wages, it must comply with that order. The principal will notify the employee when a garnishment notice has been received, when it will become effective, and when the terms of the garnishment have been satisfied. All garnishments will be handled in a confidential manner, to the greatest extent possible.

811 Attendance

The mission of the School requires punctual and consistent attendance of all employees. Poor attendance often results in compromising service and places an undue hardship on other employees.

811.1 Punctuality

Punctual and consistent attendance is a condition of employment. Failure to report to work, repeated tardiness, or leaving early without approval, may result in disciplinary action, up to and including termination.

811.2 Reporting

Frequent or excessive absence or tardiness, with or without compelling reasons, may lead to disciplinary action, up to and including termination. If for any reason an employee is unable to report to work or expects to be late, he/she should notify the appropriate supervisor, or designate in advance as soon as possible before the beginning of the shift for each day he/she expects to be late or absent. Notification should be made to the principal, or principal designee, as soon as an absence or tardy situation is known.

811.3 Reasons

Employees are expected to provide the reasons for any absence or tardiness and the length of time they expect to be absent from work.

811.4 Return from Major Illness/Surgery

Before returning to work from a major illness/surgery, a school employee must obtain a written release from his/ her physician.

811.5 Failure to Report to Work — Job Abandonment

If an employee is absent without leave or notification for a period of three or more consecutive working days without a compelling reason, it may be presumed that the employee has voluntarily terminated his/her employment at the end of the third day of absence.

Section 900 Benefits

The Archdiocese offers a comprehensive, cost-effective benefits package to help protect employees and their family. To help eligible employees make benefit choices, the Archdiocese provides employees with an annual enrollment guide. The following information is a brief description of available benefits. See Plan Benefit descriptions for more specific, detailed information.

901 Dates of Coverage

Dates of coverage are August 1, XX to July 31, XX subject to the designated waiting period.

902 Eligibility

Full-time employees who normally work 30 hours or more per week, are eligible to participate in the archdiocesan benefit program. Benefits are effective upon completion of the designated waiting period.

Eligible dependents may also be covered, including:

1. opposite sex spouse,
2. eligible children up to age 26 (full-time student status may be required in some cases). Children are defined as the employee's natural children, stepchildren, legally adopted children, and children under legal guardianship,
3. physically or mentally disabled children of any age who are incapable of self-support.

903 Open Enrollment

Employees will be notified of open enrollment time periods, which usually occurs each May. Selection of benefits is accomplished through Paycom.

904 Employer Paid Benefits

Benefit-eligible employees are offered a variety of benefits with the School paying 100% of the premium. These employer-paid benefits include medical, dental, basic life insurance and AD&D insurance, and long-term disability.

904.1 Health insurance

Affordable, quality healthcare protection is one of the most valuable benefits offered by the Archdiocese. The medical plan, administered by Aetna, provides comprehensive, flexible coverage with many features. Choose to use network providers for the highest level of benefits.

904.2 Dental Benefits

The Plan offers employees and their family comprehensive, quality dental coverage administered by Delta Dental. The Delta Dental plan emphasizes preventive and diagnostic care and pays a larger share of the expense for these types of services. The premium for the employee is paid by the School. The cost to enroll dependents is the responsibility of the employee.

904.3 Basic Life and AD&D Insurance

Basic Life & Accidental Death & Dismemberment (AD&D) is administered by Unum.

Eligible employees are provided with life and AD&D insurance in the amount of one times their annual salary up to \$50,000.

904.4 Long Term Disability (LTD)

This plan is income protection in the event the employee's disability extends beyond the timeframe for short-term disability. There is no cost to the employee.

905 Optional Employee Paid Benefits

905.1 Vision Benefits

The School offers the employee and their family a quality vision program administered through

Vision Benefits of America. The cost for this benefit is the responsibility of the employee.

905.2 Supplemental Life Plan

The plan allows employees the option to purchase additional life insurance. Supplemental term life insurance is available for the employee and eligible dependents. If selected, the premium amount the employee pays will be deducted from his/her paycheck. The cost is based on age and the amount of coverage elected.

905.3 Short-Term Disability Plan (STD)

STD provides employees with income when they are not able to work due to injury or illness. Full-time employees who normally work 30 hours per week, are eligible to apply for this coverage, within 30 days of hire date. If an employee applies during annual enrollment this coverage is subject to the submission of an Evidence of Insurability and approval from Unum. Benefits from the STD plan will equal 60% of an employee's weekly earnings not to exceed \$1,000 per week.

905.4 Accident Insurance

This coverage provides cash benefits for expenses related to accidental injuries. The accident insurance plan can provide benefits for covered accidents that occur off the job. Accident insurance is offered to all eligible employees ages 17 to 80 who are actively at work.

906 Benefit Election Changes

The benefits an employee chooses will remain in effect through the end of the calendar year. IRS rules do not allow any benefit changes during the plan year unless there is a qualifying change in family or em-

Res.App.392a

ployment status. A change request form along with proof of status change must be submitted within 30 days of the qualifying event. These qualifying events include:

1. Change in marital status
2. Change in the number of dependents, including birth of child
3. Change in the employee's or spouse's employment
4. Dependent satisfies or ceases to satisfy eligibility
5. Commencement or termination of adoption proceedings
6. Significant cost or coverage changes in employee, spouse, or dependent plans
7. FMLA leave, HIPAA Special Enrollment, COBRA Event, Court Judgment or Decree
8. Medicare or Medicaid entitlement, or loss
9. Loss of eligibility for coverage under Medicaid or the Children's Health Insurance Program (CHIP)*
10. Determination of eligibility for a premium assistance subsidy under Medicaid or CHIP.*

* Must request enrollment within 60 days of the loss of Medicaid or CHIP or the determination of eligibility for a premium assistance subsidy.

907 Retirement Plans

Retirement benefits are available to School employees. There are two options for retirement plans — the Archdiocesan 403(b) Plan or TIAA-CREF. Full-time contracted teachers and principals may choose from either option. All other employees may participate only in the Archdiocesan 403(b) plan administered by MetLife.

907.1 403(b) Plan

A representative of MetLife will act as liaison for employees and the School participating in the plan which will be administered by the School. Each employee will meet privately with the representative to enroll and to decide how contributions are to be invested.

Participation begins after a one-year employment requirement, reaching 18 years of age, and working at least 1,000 hours per year (approximately 20 hours a week year-round and approximately 30 hours a week for school staff).

The School contributes an amount equal to 3% of the participant's salary each year. In addition, the School will match the first 4% of an employee's contribution at 50% of such amount.

Employees who have not yet completed the one-year employment requirement and those employees not working at least 1,000 hours per year, may, as of their date of hire, choose to begin a salary deferral program with MetLife without employer matching contributions. When eligibility requirements have been met, the balance of this account will be

transferred into the plan and the School's contribution will begin.

Employee salary deferrals are fully vested upon contribution. Matching contributions become vested in five years (20% per year).

907.2 TIAA-CREF

The TIAA-CREF retirement program is administered from the Archdiocesan Catholic School

Office, where applications and brochures detailing the program are available.

Full-time contracted teachers and principals are eligible immediately upon full-time employment. Other contracted teachers may participate without employer contributions.

Each participant will contribute 5% of the gross monthly compensation. The School shall match the participant's contribution. The combined sum shall be forwarded monthly to Catholic Teachers' Annuity, Catholic School Office, P. O. Box 32180, OKC, OK 73123.

Employee salary deferrals and employee matching contributions are fully vested upon contribution.

908 Workers' Compensation

The School takes its responsibility for the physical safety of employees very seriously, and it requires employees to share the responsibility for personal safety and the safety of others while on work premises, and during all work-related assignments.

No job must ever become so habitual or urgent that safety precautions are not observed.

908.1 Reporting Requirements

a. It is each employee's duty to report any incident, injury, or unsafe condition to the principal. Every supervisor is responsible for reporting and/or correcting an unsafe condition within the work area. The employer is responsible for training, communications, safety education, and timely reporting of occupational injuries or illness and accident investigations.

b. All work-related accidents and injuries must be reported to the principal, no matter how minor they might appear. If an employee's injuries require medical attention, the principal should determine the location of the nearest injury clinic that is acceptable to the School's workers' compensation carrier. If circumstances permit, the principal should give the employee the workers' compensation form to take to the clinic, so that all medical related expenses are billed to the School's workers' compensation insurance company and not the employee's personal medical insurance. If the injury is life-threatening or serious, call 911 immediately.

c. The Principal must report all injuries within 24 hours of an incident to the Workers' Compensation carrier using the specific forms indicating where, when, and how the injury occurred and the type of medical treatment that was received, if any. If an employee is going to be hospitalized for longer than eight hours, the appropriate supervisor must notify the archdiocesan Business Office. Any delay in reporting an injury could result in a delay in Workers'

Compensation benefits to the employee and a significant fine to the location.

908.2 Benefits

All School employees are covered by Workers' Compensation insurance for work-related injuries or illnesses. Workers' Compensation insurance benefits include:

- a. Medical care to treat a work-related injury
- b. Monetary payments to partially replace lost wages; and/or
- c. Possible additional payments for serious or fatal injuries

908.3 Payment Workers' Compensation

Benefits are equal to approximately two-thirds of the employee's average weekly gross salary, up to the maximum set by the state. Workers' Compensation payments exclude the first three days that an employee is off work. If an employee's work-related injury or illness requires hospitalization or goes beyond 21 days, benefits will date back to the first three days of disability. Workers' Compensation benefits are not subject to tax withholdings.

908.4 Integrated Benefits

a. Integration with Sick Leave Benefits-The first three days of the injury or illness will be paid out of the employee's sick leave account. Sick leave will be paid to the extent necessary to provide the employee with a combination of Workers' Compensation and sick leave benefits equal to his/her regular straight time compensation. These payments will continue

Res.App.397a

until sick leave benefits are exhausted or the employee is released to return to work, whichever occurs first. The dollar value of benefits used to supplement Workers' Compensation payments in this manner will be deducted from the employee's sick leave accumulation.

b. Integration with Vacation and Personal Day Pay-If sick leave benefits are exhausted then vacation and/or personal day pay may, upon request, be used in an integrated manner with Workers' Compensation benefits as described above.

C. Sick leave, vacation, and personal day benefits do not accrue during a Workers' Compensation leave. For additional information, please contact the Archdiocesan Business Office.

909 Unemployment Insurance

The School does not pay state unemployment premiums; therefore, terminated employees do not qualify to apply for unemployment insurance.

Section 1000 Time Away From Work

The benefits described in this section are provided to employees to facilitate a working environment that is supportive and allows time for rest and relaxation.

1001 Documentation

The official record of an employee's vacation, sick leave, and personal days is maintained by the School on Paycom or in writing.

1002 Paid Vacation

The School provides paid vacation to all benefit-eligible employees (except school faculty) who regularly work 30 or more hours per week and are scheduled to work 10 or more months per year.

Vacation accrual begins on the date of hire. No more than 40 hours of vacation may be carried over at the end of the calendar year. Vacation for full-time employees is accrued as follows:

Years of Service

Less than one year

Accrual Rate per Pay Period

1.57 hours

Number of Days

5 days

Years of Service

1 — 5 years

Accrual Rate per Pay Period

3.13 hours

Number of Days

10 days

Years of Service

6 — 10 years

Accrual Rate per Pay Period

4.69 hours

Number of Days

15 days

Years of Service

After 10 years

Accrual Rate per Pay Period

6.25 hours

Number of Days

20 days

Regular part-time employees earn vacation on a prorated basis based on the number of regular hours normally scheduled.

Occasional part-time and temporary employees are not entitled to time off with pay.

Employees on unpaid leave do not accrue vacation time.

If a holiday occurs during an approved vacation period, an employee will be paid regular pay for that day.

When approving leave requests, supervisors will consider staffing requirements, respective lengths of service, and employee performance. Every effort will be made to honor the employee's request with consideration given to not interrupting the school's operation when school is in session. Vacation day requests longer than two days should be taken during the summer months when school is not in session.

1003 Sick Leave and Personal Leave

Sick leave benefits are provided to help reduce the economic hardship eligible employees might incur from a short-term illness or injury. Sick leave may be

Res.App.400a

used for illness or injury or visits to a health care provider or for family emergencies or medical appointments for members of the employee's immediate family. Immediate family is defined as spouse, parents or children or an individual for whom the employee has sole responsibility for care.

On the first day of employment, full-time employees (30 Hours per week, 10+-months) receive 8 days of sick leave and 2 days of personal leave each year. Personal days not used in the current school year are converted to sick days. A maximum of 60 days may be accumulated.

On the first day of employment, year-round, full-time employees receive 10 days of sick leave and 2 days of personal leave each year. Personal days not used in the current school year are converted to sick days. A maximum of 60 days may be accumulated.

Part-time employees receive sick and personal days on a prorated basis based on the number of hours scheduled. The number of days is included on the employee's Summary of Salary and Benefits form.

Employees' pay will be docked if their supply of sick and personal time is exhausted. If an employee misses work because of sickness, illness, injury, or disability, the employee may be asked to provide a satisfactory statement from a qualified health care provider, verifying that the injury or disability exists/existed and its beginning and ending dates. The statement may also be required to verify the employee's ability to return to work.

Sick leave benefits are subject to the following conditions:

Res.App.401a

- a. Unused sick leave is forfeited at the time of termination of employment
- b. An employee does not accumulate sick leave while on any unpaid leave
- c. Only sick leave that has already accumulated may be taken
- d. All accumulated sick leave transfers with the employee to a new Archdiocesan location
- e. Sick leave benefits are not transferable or donatable from one employee to another
- f. Employees must provide notification of absence daily, unless they have notified their supervisor that they will be absent more than one day or are on an approved leave of absence

The School reserves the right to require certification from a licensed health care provider when an employee misses work due to illness, injury, or disability. This statement must include the following:

- a. Date on which the health condition commenced
- b. Probable duration of the condition; and
- c. If the sick leave is requested to care for a family member, certification from the licensed health care provider that the family member requires the care of the employee
- d. The employee may be required to submit certification if the absence is three days or longer. Refusal of any employee to submit such certification will be considered cause for nonpayment of personal leave and may be

Res.App.402a

cause for termination. Although certification from a licensed health care provider is not normally required for absences fewer than three working days, it may be required under certain circumstances.

Employees falsifying the need for paid sick leave are subject to disciplinary action, up to and including termination.

1004 Bereavement

Three days with pay will be granted to employees for the death of an immediate family member. For the purpose of this policy, immediate family member is defined as husband, wife, children, stepchildren, parents, mother-or father-in-law, son-or daughter-in-law, grandparents, grandchildren, siblings or persons for whom the employee has the primary care responsibility or by whom they may have been raised. One additional day for travel may be granted upon the approval of the employee's supervisor.

Death notice and travel documentation may be required for this leave. If needed, the employee may request additional days from his/her supervisor. The days used for a bereavement leave are deducted from the employee's accrued sick days.

1005 Holidays

School is closed on the following paid holidays:

New Year's Day

Good Friday

Easter Monday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Section 1100 Leaves Of Absence

It is the policy of the School to provide eligible employees with unpaid leaves of absence in certain situations. A leave of absence may be granted for time away from work in excess of one week. Valid reasons for a leave of absence include extended illness or injury, childbirth, adoption, care of a seriously ill member of the immediate family, personal necessity, disability, or military service.

This section provides an overview of the rights and obligations of both the School and the employee. It is not intended to, nor does it increase or diminish the obligations set forth under federal and state law.

Any questions regarding leaves of absence should be directed to the principal or Archdiocesan Director of Human Resources.

1101 Family and Medical Leave (FMLA)

1101.1 Eligibility

To be eligible for FMLA benefits, an employee must:

- a. have worked for the School for a total of 12 months;
- b. have worked at least 1,250 hours over the previous 12 months

1101.2 Qualifying Events

A total of 12 work weeks of leave will be available during any 12-month period for one or more of the following reasons:

- a. for the birth and care of a newborn child of the employee;
- b. for placement with the employee of a son or daughter for adoption or foster care;
- c. to care for a spouse, son, daughter, or parent with a serious health condition;
- d. to take medical leave when the employee is unable to work because of a serious health condition; or
- e. for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or called to active-duty status as a member of the National Guard or Reserves in support of a contingency operation.
- f. Care of a covered service member by an employee who is the spouse, child, parent, or next of kin.

1101.3 Starting Period and Duration

The 12-month period commences with the first day of FMLA and ends 365 days from the first day of leave.

During the single 12-month period in which leave is taken to care for a covered service member, if the employee needs FMLA leave for any other reason, the employee is entitled to a combined total of 26 weeks.

1101.4 Intermittent Leave

Under some circumstances, employees may take FMLA leave intermittently (taking leave in separate blocks of time for a single qualifying reason — or on a reduced leave schedule — reducing the employee’s usual weekly or daily work schedule). When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the organization’s operation. If FMLA leave is for birth and care, or placement for adoption or foster care, use of intermittent leave is subject to the organization’s approval.

1101.5 Maintenance of Health Benefits

The School is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave.

1101.6 Military Member Provisions

The FMLA entitles eligible employees to take up to 12 workweeks of unpaid, job-protected leave in a 12-month period for specified family and medical reasons, or for any “qualifying exigency” arising out of the fact that a covered military member is on active duty or has been notified of an impending call or order to active duty, in support of a contingency operation. The FMLA also allows eligible employees to take up to 26 workweeks of job-protected leave in a “single 12-

month period” to care for a covered service member with a serious injury or illness.

1101.7 Employee Notice

Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable. If leave is foreseeable fewer than 30 days in advance, the employee must provide notice as soon as practicable — either the same or next business day. When the need for leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the case. Absent unusual circumstances, employees must comply with all provisions of the attendance policies of the School.

All sick and vacation leave must be used prior to commencement of unpaid leave.

1101.8 Recertification

The School may request recertification for the serious health condition of the employee or the employee’s family member no more frequently than every 30 days unless circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his/ her leave. Otherwise, the School may request recertification for the serious health condition of the employee or the employee’s family member every six months in connection with an FMLA absence. The School may provide the employee’s health care provider with the employee’s attendance records and ask whether need

for leave is consistent with the employee's serious health condition.

1101.9 Procedure for Requesting FMLA Leave

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the principal. Within five business days after the employee has provided this notice, the principal will complete and provide the employee with the DOL Notice of Eligibility and Rights form.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave fewer than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the School's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

1101.10 Designation of FMLA Leave

Within five business days after the employee has submitted the appropriate certification form, the principal will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice.

1101.11 Outside Employment

While on FMLA, the employee is restricted from other employment.

1101.12 Intent to Return to Work from FMLA Leave

On a basis that does not discriminate against employees on FMLA leave, the School may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

All forms are available from the principal or business manager. Employees with questions about what illnesses are covered under this FMLA policy or under School sick leave policy are encouraged to consult with the principal or business manager. The School may require an employee to provide a doctor's certification of the serious health condition or other supporting documentation.

1101.13 Reinstatement

Upon return to work, the employee will be restored to his/her former position with the same rights, benefits, pay and other terms and conditions which existed prior to the leave; or to an equivalent position with equivalent rights, benefits, pay and other terms and conditions of employment.

1102 Unpaid Leave of Absence

Under special circumstances an employee may be granted an unpaid leave of absence. Employees who wish to request unpaid leave should discuss with his/her supervisor. A written narrative explaining the reason for the leave should be given to his/her supervisor. The supervisor will determine if the request can be granted with no detrimental effect on the program or service. To assure equitable applica-

tion of this policy, the final approval for unpaid leave rests with the principal.

1103 Military Duty Leave

The School is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the School's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. The School complies with the USERRA statutes governing military leave, and those statutes shall prevail if in conflict with this policy.

If an employee leaves the employment of the School for full-time service in any branch of the United States Armed Forces, he/she will be granted an unpaid leave-of-absence. If called to active military duty, the employee may elect to continue coverage under the School group health insurance plan for employees. The amount of insurance premium for health care coverage will depend on the length of military service and absence from work and complies with federal statutes. Upon return from military duty, the employee will be eligible for reinstatement and may be reinstated to a comparable position for which he/she qualifies; he/she will not lose seniority, status or rate of pay because of the military absence. Participation in the 403(b) plan, vacation, sick leave, and holiday benefits will not accrue during a military

Res.App.410a

leave of absence. The School will comply with federal statutes.

Employees should notify their supervisor as soon as they are aware of their military obligations.

Employees inducted into the military or who are members of the National Guard will be granted duty leave without pay and without loss of accumulated service as provided by the law. A request for leave must accompany a copy of the notice of induction/active duty and both are to be submitted to the supervisor as soon as the notice is received.

1104 Jury Duty

Regular full-time employees who are summoned for jury duty will continue to receive their regular salary during their active period of jury duty. The employee should communicate daily with his/her supervisor to inform the supervisor if the School must continue to make provisions for the employee's absence due to continued jury duty. Employees are permitted to retain the allowance they receive from the court for such service. Part-time and temporary employees will be given time off without pay while on jury duty service.

A copy of the summons must be presented to the employee's supervisor as soon as the summons is received. Proof of service must be submitted to the supervisor when the period of jury duty is completed.

Employees must report to work on days or parts of days when they are not required to serve as jurors.

1105 Court Appearances

Employees will be granted paid time off to appear in response to a subpoena to testify in court or to give a deposition in matters related to the School. Employees must present the subpoena to the principal as soon as possible so the principal may arrange to accommodate the absence and share the subpoena with the Department of Catholic Education prior to the employee's appearance. Employees are expected to report for work whenever the court schedule permits.

Time off for personal court appearances due to personal matters will not be paid, unless accrued annual leave is used.

1106 Time Off to Vote

The School encourages its employees to fulfill their civic duties by participating in elections. Generally, employees can find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their non-working hours, they will be granted time off to vote.

If an employee's shift begins three hours after the polls open, or if the shift ends three hours before the polls close, then the employee is not entitled to time off to vote.

Employees should request time off to vote from their supervisor on the working day preceding the election. Advanced notice is required for scheduling purposes and to minimize disruption to normal school functions.

1107 Closure for Inclement Weather/ Emergencies

In the event of inclement weather (*i.e.*, snow, ice, or other natural phenomenon) employees will be notified of the school closing or late start by 6:00 a.m. Full pay will be given to employees in the event of an all-day closing or modification of schedule.

If the School is open and an employee decides to stay home because of the inclement weather, he/she needs to request permission from their immediate supervisor. Such leave will be deducted from the employee's vacation or sick time.

1200 Termination Of Employment

When termination occurs, the school will work to provide as smooth a transition process for both the employee and the School. See Section 202.

1201 Reduction in Staff

The School desires that its workforce remain productive and stable, but there may be times when economic, organizational, or other factors necessitate restructuring, reductions in staff, and/or other cost saving measures. In such cases, all personnel policies, including the policy prohibiting discrimination, shall be followed. When identifying employees for reduction-in-staff in a department or program, the appropriate supervisory personnel will identify employees based on a combination of factors, including, but not limited to, job qualifications, productivity, and overall employee job performance.

1202 Voluntary Resignation by Employee

Though an at-will employee may resign at any time, with or without notice, the School requests that exempt employees who voluntarily resign give at least one month's advance written notice of their intent and specify the anticipated last work day. Non-exempt employees are asked to give at least two weeks' advance notice prior to voluntary resignation. The letter of resignation should be delivered to the principal. Any accrued vacation pay will be paid on the final check following the last day worked.

The School may permit the employee to continue employment during the notice period or release the employee at any time. The employee will be paid if the School releases the employee during the notice period.

Any resignation, whether written or verbal, is irrevocable and does not need to be accepted or rejected by the School. In the case of resignation of an employee who is not the principal, only the principal may approve an employee's request to rescind a resignation once it is given. In the case of resignation of the principal, only the pastor or superintendent may approve the principal's request to rescind a resignation once it is given.

1203 Involuntary Termination or Dismissal

Dismissal refers to termination of employment at the discretion of the School, whether any formal system of discipline or warnings is utilized. Employees who are involuntarily terminated will receive any accrued vacation pay and reimbursement for any authorized accrued expenses.

1204 No Call In / No Show

An employee who fails to return to work in a timely fashion after an excused absence, leave, or time off, may be subject to disciplinary action, up to and including termination. Any employee who is absent for three days without notification will be considered to have voluntarily resigned without notice as of the close of business on the third day. Notice of absence must be made to the employee's supervisor as soon as possible and prior to the workday and must be made by phone call so that the supervisor can make needed adjustments. An email, voice mail message or text message is insufficient notice unless the supervisor and employee make alternative arrangements.

1205 Unavailability for Work

Any employee who for any reason or combination of reasons misses a total of four months of work in a twelve-month period, or a total of six months of work in an eighteen-month period, will be separated from employment due to unavailability for work, unless requirements under the ADA or other law require otherwise.

1206 Retirement

When an employee makes the decision to retire, six (6) months' notice is requested. This request is made to assure an orderly transition for the School and the employee who is retiring.

1207 Exit Interviews

The employee's supervisor may schedule an exit interview on or before the employee's last day of work. The purpose of the exit interview is to discuss the

employee's experience and satisfaction in working in the School to help improve working conditions. This also provides the employee with an opportunity to ask questions regarding his/her benefits and final payroll procedures.

1208 Termination of Benefits

1208.1 Medical / Dental / Vision Insurance / Life Insurance

Coverage terminates on the last day of the month during which termination of employment occurs.

1208.2 Vacation

Upon termination of employment, employees shall be compensated for all unused vacation hours.

1208.3 Sick Leave

Unused sick leave is not paid out at the time of termination of employment.

1208.4 Employee's 403(b) or TIAA-CREF

Employees may request a distribution or rollover of their account balance after termination of employment from the School. The actual account balance available for distribution/rollover will be subject to the vesting schedule of the Plan. To begin the distribution/rollover process, employees should contact the MetLife representative for the 403(b) plan or the Department of Catholic Education for TIAA-CREF.

1209 Return of School Property

It is the employee's and the supervisor's responsibility to see that all School property is returned to

Res.App.416a

the School prior to the end of the employee's last day of work. School property includes, but is not limited to:

- School work product created during employment
- Contents of an employee's Google drive
- Lesson plans
- Curriculum documents
- Keys/Access Card
- Passwords
- Faculty grade books
- Computers and computer accessories
- ID badges
- Cell phones or PDAs owned or paid for by the School
- Student data
- Musical instruments and sound equipment
- Athletic equipment

COMMUNICATION SYSTEMS AND SOCIAL MEDIA

1301 Communication Systems

The School provides communication systems and equipment necessary to facilitate efficient business operations. The telephone system, School supplied cell phones, and electronic communication systems permit employees to receive, send, store and transfer

messages. Employees using these systems should have no expectation of privacy.

1302 Property of School

The communication systems hardware, software, and all messages composed, sent, or received are the property of the School. They are not the private property of any employee.

1303 Online Social Media Policy

The School recognizes that many of its employees participate in one or more varieties of internet-based social media (*i.e.* Facebook, Twitter, LinkedIn, YouTube, as well as blogs, wikis and related sites for social interaction and personal expression). While all employees are permitted to participate in such social media, they must nevertheless recognize the potential for their personal expression to have an adverse effect upon the reputation of the School, its employees and the Catholic Church.

Regardless of if any material is published or posted on an employee's work or personal time, the following guidelines apply:

- While the School has no desire or intent to monitor or censor the personal social media activity of employees, some online actions can affect an employee's service with the School. If it comes to light that an employee's postings have the potential to be a source of scandal for the Church, because the content violates the Code of Conduct, religious, or ethical standards of the School, the employee will be subject to disciplinary action, up to

Res.App.418a

and including termination. In particular, the School will not tolerate the posting of obscene, harassing, offensive, derogatory, or defamatory comments and images that discredits or causes embarrassment to the Catholic Church, or to employees.

- A person who identifies himself/herself as an employee of the School on social media, must make it clear that the views expressed are the employee's alone and that they do not necessarily reflect the views of the School. For example, if an employee publishes a blog, he/she should post the following notice, in a reasonably prominent place: "the views expressed on this site are solely my own and do not necessarily reflect the views of my employer."
- Employees should be ethical and responsible participants in social media and should attempt to always be accurate and respectful in any postings. An employee who is moderating the content of others who post on the employee site, the employee must insist upon similar standards for those third parties.
- Employees should never disclose in social media any information gained as a result of employment with the School. This includes, but is not limited to, any information that is confidential or proprietary to the Church and School; information that a third party has disclosed to the School; and information concerning any legal matters or litigation.

Res.App.419a

- Employees may not use or reproduce any School logos or materials without permission.
- The principal should be consulted prior to posting any information on any School website or social media site.
- Pictures of students may not be posted on an employee's personal social media accounts.

Employees who violate this policy may be subject to disciplinary action that may include termination. (See Archdiocesan Social Media Guidelines for those Working with Youth, February 15, 2017)

1304 Internet Use

The e-mail and Internet systems are the property of the School. They have been provided for use in conducting School business. All communications and information transmitted by, received from, or stored in these systems are School records and the property of the School. Employees using these systems have no right of personal privacy in any matter stored in, created, received or sent over these systems.

The excessive use of these systems for personal purposes is prohibited, and it may not interfere with the employee's ability to effectively perform his/her work duties and responsibilities.

The School in its discretion as owner of the e-mail and internet systems reserves and may exercise the right to monitor, access, retrieve, and delete any matter stored in, created, received, or sent over these systems, for any reason and without the permission of any employee. Even if employees use a password to

access the e-mail system, the confidentiality of any message stored in, created, received, or sent from these systems cannot be assured. Use of passwords or other security measures does not in any way diminish the School's rights to access materials on its system or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed to the School, as files may need to be accessed by the School in an employee's absence. Employees should not attempt to gain access to another employee's messages without the latter's permission.

1304.1 E-mail Communications

The School policies against sexual or other harassment apply fully to the e-mail and internet systems and any violation of these policies is grounds for discipline up to and including termination. Therefore, no e-mail messages should be created, sent or received if they contain intimidating, hostile or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law.

The e-mail and internet systems may not be used for any political activity in support of or in opposition to any candidate.

The e-mail and internet system may not be used to send, or receive copyrighted materials, proprietary financial information or similar materials without prior authorization from archdiocesan legal counsel.

E-mail should be checked daily. Personal email should not be used for school business. Employees should only use the school domain when

communicating in the official capacity of a School employee.

1305 Right to Access

The School reserves and intends to exercise the right to review, audit, intercept, access, and disclose all communications created, received, or sent using its communication systems.

1306 Responsibility to Conserve Computer Resources

Employees connected to the network have a responsibility to conserve computer resources such as bandwidth and storage capacity. Employees must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the internet, playing games, uploading or downloading unnecessary files, accessing streaming audio, videos, files, or otherwise creating unnecessary loads on network traffic associated with non-work-related uses of the Internet.

1307 Software Usage

Software is intellectual property protected by copyright rules. Employees who are found copying or to have copied software for other than backup purposes, without permission of the copyright owner, are subject to disciplinary action, up to and including termination. All computers are subject to periodic audit for the use of unlicensed software.

1308 Installation of Personal Software

No employee is permitted to install his/her own personal software on any School owned or leased computer.

1309 Computer Use Policy

These rules are in place to protect the employee and the School.

Section 1400 Safety

It is the policy of the School to provide a safe workplace for its employees, students and all who enter the School.

The School will furnish necessary equipment for employees performing work requiring personal protective equipment (*i.e.* gloves, safety glasses, etc.). All employees must obey every safety rule and must report any safety hazards they observe to their supervisor immediately. Failure to comply with safety regulations or reporting requirements may be a reason for termination.

1401 Workplace Violence

The School is committed to preventing workplace violence and to maintaining a safe environment. Given the increasing violence in society in general, the School has adopted guidelines to deal with intimidation, harassment, or other threats of or actual violence that may occur during business hours or on its premises.

Threatening behavior means any verbal threat or threatening behavior, whether or not it is directed at another person, which reasonably indicates may have

Res.App.423a

the potential to endanger or cause future harm to students, school personnel or school property. All threatening speech or behavior should be reported immediately to the principal with as much specific and detailed information as possible. The principal will contact law enforcement of the verbal threat or act of threatening behavior. The principal will inform the superintendent. This policy includes threatening behavior made by employees, students, parents/guardians, as well as threats by customers, vendors, solicitors, or other members of the public. Threats received by voice mail, written notes or letters, or digital communications should be date stamped and saved.

Employees who encounter suspicious individuals or activities on the premises of the School should also report this immediately to the Principal, or if necessary, call 911 first. The employee will initiate lockdown or intruder procedures which are outlined in the school's emergency manual.

If the threatening behavior is from an employee, the School may suspend the employee(s), either with or without pay, pending investigation, and the employee will be asked to leave and stay away from the premises and may be subject to unlawful trespass if failing or refusing to leave or stay away from the premises pending completion of the investigation. Anyone determined to be responsible for threats of or actual violence or other conduct that is in violation of these policies and guidelines will be subject to prompt disciplinary action up to and including termination of employment.

The School will promptly and thoroughly investigate all reports of threats or actual violence and of

suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical.

For purposes of this policy, the term “premises” means and includes any and all space occupied by School and Parish offices, and any and all buildings, grounds, offices, and rooms, for the purpose of conducting any business or activity of the School. “Premises” is further defined to include grounds, parking lots and outside facilities of School offices.

1401.1 Fights

If a fight starts between students or between adults (staff, parents, or visitors), an employee should not insert himself/herself into the fight to break it up. Remove students from the area, and in a loud and forceful voice tell those fighting to STOP. If participants do not stop, tell them in a loud and forceful voice that the police will be called. If the fighting does not stop, call 911.

1401.2 Intoxicated Parent/Guardian

Do not release a student to a parent/guardian or other person picking up if they appear intoxicated or under the influence of a drug. Keep the student in the school’s custody and call 911.

1401.3 Weapons

The presence of weapons poses a serious threat to the safety and well-being of students, staff and visitors. Therefore, possession, threat of a weapon, or use of a weapon in a school building or a vehicle on school grounds before, during, or after school or at any school-sponsored activity is subject to administrative

and/or legal action. All dangerous and/or illegal weapons shall be taken from the person and reported to the police. Confiscation of weapons shall be reported to the police. Appropriate disciplinary and/or legal action may be pursued by the Administration.

(See Archdiocesan Firearms and Other Dangerous Weapons Policy, November 8, 2012)

1402 Driving Records

Employees whose duties require them to operate a motor vehicle are expected to maintain a valid motor vehicle license, and to carry at least the minimum insurance coverage required by law.

Any DUI or felony conviction while operating a motor vehicle while on School business may result in disciplinary action including immediate termination of employment.

1403 First Aid

The procedure for responding to accidents in which an injury or illness has occurred is as follows:

- Assess the situation and the surrounding area. Begin first aid, only if the surrounding area is safe. If untrained in first aid, call for assistance.
- If no assistance is available, call 911. **DO NOT MOVE THE INJURED PERSON.**
- When immediate first aid is needed because of an injury or illness, first call 911, then if there are qualified first responders in the building, seek their assistance. First responders may render aid for life-threatening

Res.App.426a

conditions such as stopped breathing or excessive bleeding; treatment such as bandaging, or splinting should not be attempted.

- Persons with severe injuries or illnesses, which require emergency department facilities for treatment, are to be transported by emergency services — NOT BY A STAFF PERSON. A school member will accompany the ambulance to the hospital.
- An accident report should be completed as soon as practical and submitted to the principal.
- All first-aid supplies are maintained in each classroom and offices. Contact the principal to replenish supplies in the first-aid kit.
- A defibrillator is located on the 2nd floor of the CPC Building by the stairwell.
- Do not apply ointments or salves of any kind to a student's cuts or abrasions.
- Do not remove splinters from students.

1404 Reporting of Accident / Incident

Any incident or accident which occurs involving employees, students or visitors to the School shall be documented and appropriate responses made. Within 24 hours of the occurrence of the accident/incident the employee should complete the school accident report and return to the principal.

1405 Emergency Drills

The School has a comprehensive school emergency management plan to follow in the event of emergencies. Fire, tornado, earthquake, school bus evacuation, lock down and intruder drills are conducted during the course of the school year in compliance with the requirements of the Archdiocesan Department of Catholic Education. Employees should familiarize themselves with the School's emergency plan document and evacuation routes.

1406 Work-Related Injuries

Any employee injured on a job-related duty should report the injury and its cause immediately to the principal. The principal will notify the appropriate insurance carrier and complete the required forms.

1407 Communicable Disease Prevention/ Universal Precautions

Employees are required to follow all universal precautions and requires all staff, volunteers, and visitors to follow established procedures to protect persons from being exposed unnecessarily to any bloodborne and airborne pathogens. Employees will be provided written information and/or training on universal precautions. Confidentiality of records and information relating to HIV testing is addressed in both federal and state laws. This information is not to be included in any records but kept in a separate and confidential file by the supervisor. Any unauthorized disclosure is a violation of state and federal law and may result in criminal sanctions as provided by statutes.

1408 Infectious Disease Control

The best control for contact illness is hand-washing with soap and water. This is the number one method of abating exposure to disease and illness.

- Employees must wash hands after bathroom use as well as before and after any activity in the kitchen area.
- Employees should also wash hands after any direct contact with bodily fluids or droplets spread by another person.
- The use of protective gloves is required for all employees who are in contact with body fluids.

1409 Air Fresheners and Candles

Lit candles and wall, plug-in air fresheners (*i.e.*, Glade plug-ins or Bath and Body Works Wallflowers) are not permitted in the school due to fire hazards.

1410 Keys / Access Cards

No faculty-issued key/access card to the school or other facility is to be given to anyone without the principal's permission. Students should not be given faculty-issued school keys/access cards to unlock doors and/or building.

1411 Visitors in the Workplace

To provide for the safety and security of students, employees and the School facilities, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, safeguards student and employee welfare, pro-

protects against theft, ensures security of equipment, protects confidential information, and avoids potential distractions and disturbances. No family, significant others, friends, or pets may visit employees at the workplace unless the employee obtains authorization from their appropriate supervisor and the visitor signs-in at the front office.

Visitors to the school are asked to report to the school office. As a precaution, employees must stop visitors, and ask if they need assistance. They should be asked if they have checked in at the school office. If the employee does not know the person, the employee should walk him/her to the office. Visitors are given a visitor badge to wear.

1412 Appliances

Coffee makers, hot plates, space heaters, mini-refrigerators, microwaves, etc. may not be used in individual classrooms.

1413 Dangerous Substances

Employees must ensure that personal medications, school cleaning supplies, essential oils, etc. are appropriately stored and secured so that they are inaccessible to students.

1414 Locked Doors / Windows

Any door that opens to the outside must remain closed and locked. Exterior doors may not be propped open and left unattended. Windows must remain locked when closed.

Section 1500 Information For Teachers

1501 Academic

1501.1 Curriculum

The Catholic schools of the Archdiocese seek to offer excellent academic and co-curricular programs permeated by a Catholic anthropology and rooted in Truth, Beauty, and Goodness as understood in our Catholic tradition. The School is committed to preparing students for life in today's Church and society. Now more than ever, these two aspects of Catholic schools go hand in hand. "Young people of the third millennium must be a source of energy and leadership in our Church and our nation. And therefore, we must provide young people with an academically rigorous and doctrinally sound program of education" (USCCB, 2005). The essential elements of the academically rigorous and doctrinally sound program described by the USCCB require a curriculum that is rigorous, relevant, research-based, and infused with Catholic faith and traditions. (National Standards and Benchmarks for Effective Catholic Elementary and Secondary Schools, 2012).

The curriculum developed by the Department of Catholic Education in collaboration with principals, teachers, and other Catholic educators responds to this call. The curriculum has been developed by PK-12 teachers, curriculum trainers, and administrators from the Archdiocese.

Teachers are expected to teach the archdiocesan curriculum, which may be accessed at <https://sites.google.com/view/archokccurriculumworkspace/home>.

1501.2 Lesson Planning and Preparation

Effective teaching begins with thorough planning and preparation for one's classes. Teachers display their professionalism and commitment to student learning by keeping regularly updated lesson plan records shared with the principal and instructional leaders. In these lesson plans, teachers demonstrate how their content and pedagogical knowledge is bringing the archdiocesan curriculum to life, and the kinds of lesson components selected reflect the students' needs, skills and abilities. Teachers document the specific objectives of each lesson and how students will be formatively or summatively assessed in the lesson, making sure that the content of the lesson scaffolds and supports the objective. The teacher should also include the variety of resources used in the lesson, linking media used as an archive for later years and so that it is easily accessible by administrators. The structure of the lesson should support authentic student learning, should integrate Catholic social teachings and traditions, and should allow students to engage in moral and ethical decision-making in the light of these teachings.

All teachers are required to document lesson planning and preparation using the archdiocesan lesson plan template. Lesson plans should be accessible and comprehensible to administrators and substitute teachers alike. Fully documented lesson plans for the year are required for a teacher to complete end-of-year check-out.

1501.3 Classroom Environment

The environment of a classroom can have a significant impact on a child's ability to learn.

Teachers are expected to foster classrooms that enable learning by creating respectful environments, establishing a classroom culture for learning, creating a space that is conducive to prayer and reflection, by effectively managing classroom procedures and student behavior, and organizing the physical space in a way that is safe, accessible, and appropriate to learning activities.

1501.4 Instruction

Quality instruction is at the heart of what we do as educators. Teachers are encouraged to provide students with quality instructional practices by implementing the following research-backed best practices in their classrooms. Teachers communicate clearly with students, using spoken and written language, about directions and procedures, and learning goals and expectations. Teachers provide students with opportunities to construct their understandings of concepts socially, through self-discovery, and using authentic moral and ethical problem solving. Teachers ask questions of their students and have them justify their responses, engaging everyone in the room. The instructional activities should be engaging and pertinent to the lesson's objective, and the teacher adjusts the lesson based on the needs of the students in the class during the lesson. Teachers are expected to incorporate a variety of pedagogical techniques into their instruction to support the diverse learning needs of the variety of students in their classrooms. Teaching is an active profession, and during instructional times, the teacher should be interacting with the corpus of his/her classroom.

1501.5 Assessment

Teachers are expected to view assessments as a continuous conversation about a student's performance in an overall course rather than as just a mark showing how a student performed on a specific assignment. Teachers design a variety of assessments to formatively and summatively assess student progress with respect to lesson objectives, unit goals, or course outcomes. These assessments help the teacher monitor a student's progress and make adjustments to the individual student's instructional plan. When it becomes age-appropriate, teachers help students learn to track their own progress and set their own learning goals using their assessment data. Teachers regularly review and analyze student performance data sets, consulting with peers when possible, to develop appropriate strategies to respond to student achievement gaps. Teachers are expected to provide students with feedback about their performance that is timely and helps students understand their areas of weakness so that they can improve in the future.

1501.6 Professional Responsibilities

Teachers have an obligation to engage in their school and professional communities by participating in the following actions. Teachers understand and advocate for the school, its mission and its students. Teachers embrace the Catholic identity of the school. Teachers engage in reflective practices aimed at helping them become better educators. Teachers maintain accurate records and communicate with families and stakeholders. Teachers participate in a professional community where they have positive

relationships with colleagues in other schools, and they attend relevant professional development opportunities. Finally, they are consistently professional, ethical, responsible and maintain appropriate licensures.

1501.7 Homework

Homework planned to meet the needs of students has an essential place in the educational program. Homework is a supplement to the lessons taught in school. Teachers are responsible for giving a reasonable amount of homework. Students' individual needs and abilities should be taken into consideration when assigning work for the class or group. Homework should be assigned with the purpose of reinforcing the day's lessons and fostering habits of independent study. Homework should be the natural outgrowth of a concept ALREADY presented in class. Written homework should be checked and returned in a timely manner. Homework assignments are noted in the teacher's lesson plans.

1501.8 Field Trips

All field trips must have the prior approval of the principal. Field trips are a privilege afforded to students in order to extend and to supplement the curriculum and are educational in nature. They are not a right, and students may be denied participation in a field trip if they fail to meet academic or behavioral standards in the class participating in the field trip or in any other class that would be missed. Students will not be permitted to leave school for a field trip unless the archdiocesan field trip permission form has been completed, signed by parent/guardian

Res.App.435a

and returned to the school prior to the trip. Permission to take part in a field trip cannot be given over the telephone; only written permission via the official field trip permission form suffices.

The fee involved should be reasonable and the trip should be appropriate to the age level involved. An appropriate number of chaperones must accompany each trip, which will vary depending upon the age of the students and the nature of the trip.

The use of the church or school bus is the first choice for field trip transportation. If the bus is not available, parents/guardians are asked to drive vehicles and should only be assigned as many students as they have seat belts. Fifteen passenger vans may not be used. Drivers must give a copy of their valid state-issued driver's license and proof of insurance card to the school office. The School will call to verify the insurance is in effect. Drivers and chaperones must have completed the volunteer screening process and be an approved volunteer. Teachers are responsible for the collection of all fees and permission slip forms. If parents/guardians state that they cannot afford to pay, refer them to the principal.

Unscheduled stops on field trips are not permitted. Notify the cafeteria manager and specialty teachers, as soon as the trip is approved, if your class will not be present. Permission slips are taken on the trip and are returned to the school office after the trip. School employees are not permitted to be drivers for the field trip and transport students in a personal vehicle. Teachers should take a first aid kit, and a student's medication with them on the trip, and then return medication to the office after the trip.

(See Field Trip and Travel Regulations for High School and Junior High Students in Youth Ministry, Religious Education and Catholic School Programs)

1501.9 Guest speakers

Teachers are encouraged to invite guest speakers to their online classrooms. All arrangements should be discussed and approved by the Principal BEFORE the speaker visits. Speakers who have not been safe environment approved should always be escorted by an employee of the school. The guest must sign-in and out in the front office.

1501.10 Promotion / Retention

Students must successfully meet the academic and/or development requirements to be promoted to the next grade. Retention is a serious matter and should be considered only when there are adequate reasons to believe that the student would benefit from retention. Possible retention should be discussed with the principal first and permission given before discussing with a parent/guardian.

1501.11 Grading

Entering grades accurately and timely to the electronic gradebook is critical. The principal will periodically review each teacher's electronic gradebook. Grading shall be fair and impartial. An adequate number of grades should be taken to accurately reflect the student's achievement in each subject. Parents/guardians and students have access to the electronic gradebook. Grades should be entered to the electronic gradebook a minimum of two time a week.

1501.13 Grading Scale Kindergarten

4 – The student demonstrates in-depth inferences & applications that go beyond what was taught.

3 – The student consistently shows proficiency performing the necessary tasks.

2 – With help, the student can perform tasks to show proficiency.

1 – Even with help, the student cannot perform tasks to show proficiency.

Blank-Not assessed or introduced later

- Knows letter, sound or number

1501.14 Grading Scale — Elementary

A 93-100

B 85-92

C 75-84

D 74-69

F 68-Below

1501.15 Grading Scale — High School

A 90-100

B 80-89

C 70-79

D 60-69

F 59-Below

1501.16 Progress Reports

Progress reports are sent home approximately the fifth week of each quarter. The progress report should reflect a student's grade to date, so all grading should be up-to-date before progress reports are available to families.

1501.17 Report Cards

Report cards are issued quarterly. Comments on the report card are to be objective in nature with comments made on all report cards.

1501.18 Standardized Testing

NWEA MAP Testing occurs in all grade levels three time per year as a benchmark assessment guide. The Iowa Assessment, Terra Nova or CLT is administered to students in grades 3, 5, 7 and 9. All 8th grade students take the HSPT (high school placement test.) Students in 9th grade take the PSAT and 10th grade students take the pre-ACT.

1502 Supervision when on campus, field trips, or student engagement sessions

1502.1 Classroom

Supervision of all students is the legal responsibility of the teacher. Teachers must supervise students by being both physically and mentally present. This is a serious responsibility. Teachers are subject to lawsuits if negligence can be proven. If a teacher needs to leave the room, another teacher or the teacher in the nearest classroom should be notified so that the teacher can supervise the class, if possible. For those times that a teacher must leave the

Res.App.439a

room for an emergency, the classroom should have posted the behaviors expected of students in the teacher's absence. These are (1) stay in your seat (2) no talking (3) continue to do independent work.

Elementary students are to be escorted by the classroom or duty teacher to and from all locations (cafeteria, assemblies, playground, dismissal locations, etc.)

Each teacher is responsible for ALL students. Supervision extends to the playground, cafeteria, after school care, halls, bathrooms, field trips, etc. Any time teachers are aware of a situation which needs attention, they are responsible for handling it.

Teachers should not be involved in social conversations with each other and students during supervision. Teachers should not leave students in the building after school without teacher supervision.

Teachers who provide services to students after school must make sure that students have been picked up or escorted to after school care before leaving the building. Students should never be left in the building after school without supervision.

1502.2 Recess, Student Engagement Events, Field Trips

The teacher is responsible for the behavior and safety of children on the playground. THE TEACHER SHOULD CONTINUALLY CIRCULATE THROUGH THE AREA WHILE SUPERVISING. If a serious injury occurs on the playground DO NOT MOVE THE CHILD. Notify the office and DO NOT LEAVE STUDENTS UNATTENDED. Before the end of the school day, the teacher must complete an accident

report form for serious injuries and return to the principal. **TEACHERS SHOULD NOT BE INVOLVED IN SOCIAL CONVERSATIONS DURING Supervisory Duty.**

1502.3 Duties as Assigned

Teachers' responsibilities extend beyond classroom duties to include functions necessary for the general operation of the school, including areas such as morning supervision duty, supervision of lunch and playground, chaperone for school dances, etc. A teacher is assigned duties in these regards. Teachers should follow the schedule and be prompt for reporting for the duty. All teachers are expected to assume some non-teaching responsibilities. Examples of such activities include coaching an academic team, moderating various school activities or events.

Occasionally situations arise when a teacher must leave the building for an emergency. In some instances, there will not be sufficient time to call in a substitute teacher. On these occasions teachers may be asked to cover for another teacher during their planning period. This will be kept to a minimum, but it is a necessary back-up for all.

1503 Student Conduct

1503.1 Discipline

An important aim of Catholic education is the Christian development of each person. Discipline is necessary for the development of that person. The immediate goal of discipline is to create a favorable atmosphere for learning.

Res.App.441a

The terms punishment and discipline are not synonymous, nor are they correctly used interchangeably. Whereas punishment attempts to control people by force or reprisal, discipline is an active teaching process which at its best helps students figure out how to cope with difficulties. Discipline places the burden of responsibility on the student where it belongs and provides a supportive process for helping the student make whatever changes are necessary to resolve the situation. Discipline sets consistent, firm and reasonable limits to behavior in line with student and group needs and with appropriate expectations of student and group behavior.

Students should be encouraged to develop good habits such as courtesy, respect, kindness, helpfulness, cooperation, and responsibility as well as good study habits. All of these are key to discipline, primarily self-discipline.

Each teacher is required to establish a set of classroom rules and consequences, which are posted in the classroom. The students should understand the meaning of these rules in the same way that the teacher does. Parents/guardians should also be given a copy of the plan at the beginning of the school year. Parents/guardians should be contacted for any behavior problems the student is encountering.

As a general rule, teachers are expected to handle the discipline problems that arise within the school day within their classroom. The principal's involvement in discipline should not be used as a threat, as it diminishes the teacher's authority. Except in cases of emergency or for immediate and serious infractions, try to notify the principal ahead of time about the possibility of being involved in a discipline situation. In

Res.App.442a

cases of a severe infraction the principal should be involved immediately.

Teachers will discipline students in private with dignity and sensitivity — no physical, verbal or emotional abuse will be tolerated. Teachers will be consistent and fair in their expectations of the students.

More serious disciplinary options include lunch or after school detention, a behavior contract, in-school suspension, suspension and expulsion.

Elementary School

A student should not be excluded from PE, art, music, computers, etc. as a form of discipline or for misbehaving. Children should not be left unsupervised for student and family engagement events, in the hall or in the classroom as a disciplinary measure or while on a field trip. Misbehaving students should be separated from the group and placed with the teacher.

Teachers should refrain from entire class consequences or consequences that are difficult to carry out. Entire class silent lunches or missed recess should only be used rarely. Written consequences that allow a child to reflect upon his/her own actions are particularly useful.

Repetitive sentence writing is not allowed. Religion should never be a consequence or punishment (*i.e.*, writing Bible verses, prayers, etc.)

High School

The student drug testing policy is in place to preserve the long-term welfare of the student and the

entire school community. Drug testing is intended to prevent and address the personal and social ills caused by drug dependence and to help students who have abused drugs to become drug free. The School will provide a positive educational and counseling program for all students and will afford any student with a drug problem the opportunity to get the help needed. Care will be taken to respect a student's right to confidentiality and to involve parents/guardians of the student in addressing drug abuse problems that are discovered.

The School reserves the right to dismiss immediately any student in the event of especially grave infractions of this policy or if this is determined to be in the best interest of the student body in general or the individual student in question. The cost of the random testing is absorbed by the School while the cost of reasonable suspicion testing will be the responsibility of the parent/guardian.

1503.2 Bullying/Harassment/Hazing

All students have a right to a safe and healthy school environment free of all forms of intimidation or harassment. Bullying, harassment, hazing and/or other threatening behavior by a student will not be accepted. Students engaging in such behavior, seriously or in jest or online, may be liable to disciplinary action up to and including suspension and/or expulsion.

The principal and/or other designated administrator will investigate all complaints of bullying, harassment or any other types of threatening behavior, whether verbal, written, or online. All allegations of bullying, harassment, hazing and/or other

threatening behavior will be taken seriously and investigated in a timely manner.

1503.2 Corporal Punishment

Corporal punishment or handling students roughly is not allowed under any circumstance. Teachers who find themselves getting extremely angry or frustrated with a student, should walk away from the student. Do not touch a student when angry or extremely frustrated. Corporal punishment includes, but is not limited to: spanking, shaking, slapping, pinching, hair pulling.

1503.3 Suspension

Certain offenses, occurring on campus or off campus during school related activities, are considered more serious and may warrant suspension of a child. Only the principal may initiate suspension of a student which may last from one to twenty days.

1503.4 Expulsion

While in many cases expulsion is reserved for extremely serious or persistent misconduct, a student may be expelled from school for a single instance of on or off campus misconduct. Only the principal may initiate the expulsion of a student.

1503.5 Searches

The School reserves the right to inspect/search all school and personal property brought to school. This includes, but is not limited to, lockers, book bags, all electronic devices including cell phones, any type of container as well as automobiles driven onto the campus, and students should have no expectation of

privacy from searches. Students assume responsibility for items discovered on their person, in their possession, in their vehicles, or in their book bags, purses, lockers etc.

The school retains the right to and will search and seize drugs, weapons, and other contraband that is in the possession of a student. Students who possess such contraband will be subject to disciplinary action up to expulsion.

1503.6 Due Process

The School subscribes to the democratic principle of due process. Teachers and administrators, before assigning disciplinary actions, will provide the student the opportunity to be heard and to have explained clearly the reasons for the disciplinary action taken.

Students or parents/guardians who do not agree with the action taken by the School, or that feel they have not been dealt with fairly have a right to appeal. The appeal for all grievances should go in order of the next in line of authority: teacher, assistant principal, principal, pastor, if applicable, superintendent.

1504 Buckley Amendment (FERPA)

The Family Educational Rights and Privacy Act (FERPA) is a federal law that affords parents the right to have access to their children's education records, the right to seek to have the records amended, and the right to have some control over the disclosure of personally identifiable information from the education records. When a student turns 18 years old, or enters a postsecondary institution at any age, the

rights under FERPA transfer from the parents to the student (“eligible student”).

FERPA gives custodial and noncustodial parents alike certain rights with respect to their children’s education records, unless a school is provided with evidence that there is a court order or state law that specifically provides to the contrary.

1504.1 Student Records

A student’s permanent record is confidential. All permanent records are kept at the main school office at 7501 NW Expressway, Oklahoma City, OK 73132. At no time should the records be reviewed or completed in the students’ presence. Information recorded on the permanent record is in black ink only or typed. Records may never leave the building, and they are to be returned to the office before leaving for the day. The records are completed by the classroom teacher at the end of the school year with final grades, attendance, and teacher signature.

Corrections made on the permanent record should be lined out, initialed and dated. White-out or scribbling out should not be done on a student’s permanent folder.

1504.2 Release of Student Records

The school abides by the provisions of the Buckley Amendment with respect to the rights of noncustodial parents. In the absence of a court order to the contrary, the School will provide the noncustodial parent with access to the academic records and other school related information regarding their student.

If a court order specifies there is to be no information given, it is the responsibility of the custodial parent to provide the School with an official copy of the court order.

1505 Parent Communication

In many cases it will be the school that initiates communication with parents/guardians. As professional educators, we should communicate the positive as well as the negative. If parents/guardians know that the teacher recognizes the good things about their child, it is easier for them to accept the challenging behaviors teachers may have to tell them at other times.

At times it may happen that there is a conflict with a parent about their child or something they have said to us. When problems exist, teachers should try to communicate with parents/guardians in a factual manner rather than in an angry or defensive manner. This should be kept between the teacher and the parent and is not a matter for discussion with other teachers, staff or students unless they are in a position to help resolve the issue.

Teachers are to keep the principal informed of any communication with parents/guardians, which indicate a potential problem. Notes, emails or phone calls written/sent that may have a dramatic effect should be cleared with the principal first. The principal should be copied on all emails sent to parents/guardians of this nature. It is helpful if the principal is aware of the situation before the parent contacts the office. It is highly recommended that phone contact be made the very day or evening of any problems. Notes are often misinterpreted and do not

always reach the parents/guardians the same day or at all. Always document all phone calls and contact with parents/guardians.

It is necessary for teachers to keep documentation of all dealings with children and parents/guardians. Phone calls, letters, notes, e-mails and conversations, etc., should be dated and outlined for each occasion. This documentation becomes invaluable in assessing certain situations and making sound judgments. It also could be invaluable in court proceedings and custody baffles. A running record of parent /guardian contacts should be recorded. These records should be kept in a secure area not available to students.

E-mails should use correct spelling, grammar, and punctuation. E-mails should be used for minor communication with parents/guardians not to explain a problem or situation. Phone calls and face-to-face conferences are more appropriate for important communications with parents/guardians rather than letters and emails.

An employee's personal cell phone should not be used to call or text a parent/guardian. Texts should only be sent if they are sent from FACTS/RenWeb, SISCVS/CANVA, or another communication tool owned by the School.

1505.1 Conferences with Parents/Guardians

Teachers should document the important elements of the conference held with each parent/guardian. Teachers are expected to conduct themselves professionally, even when dealing with an irate parent/guardian. Patient listening will usually

calm the upset parent/guardian so that the situation can be discussed. If no receptivity for discussion is apparent, do not argue. Suggest that the discussion takes place with the teacher, parent and principal. Other conferences are scheduled by the teacher or parent whenever necessary.

1506 Student Well-Being

1506.1 Attendance

Daily attendance is to be accurately taken by the homeroom teacher and recorded in FACTS SIS system. Students may not complete the official attendance for the teacher. All students returning from an absence due to illness should provide a written excuse for their absence. These written excuses are turned in to the teacher via email or the SISCVS platform access.

Students who miss two hours or fewer of school are marked tardy. Students who miss more than two hours are marked as a 1/2 day morning or afternoon absence.

1506.2 Student Check-out

A student may have to leave the online class before the regular dismissal time. A parent should notify the teacher of record of the reason for the absence in writing, via email.

1506.3 Administering Student Medication

Due to the Virtual aspect of the school, this policy and procedure will only affect student and family engagement activities. A student's medication will be kept by the parent in attendance or in a medical bag

Res.App.450a

utilized for field trips. If onsite at a campus facility, it will be kept in the office in a locked cabinet. Only authorized school employees, designated by the principal, may administer any medication to students. A student's medication should be taken on field trips and returned to the office.

Prescription Medication

If a student must take prescription medication during the day, the original bottle, which includes the doctor's name, type of medication, and prescribed dosage, must be brought to the school office by a parent/guardian before school. The parent/guardian must complete an authorization form for the dispensing of the prescription medicine. If during the school day students need to take prescription medication, they must go to the school office and ask for the medication at which time it will be dispensed only by authorized school personnel. It will be recorded in the medicine log. When the student no longer needs the medication, it must be picked-up by the parent/guardian; it will not be sent home with the student.

Over the Counter Medication (OTC)

The school is authorized to dispense OTC medication (pain reducers, anti-inflammatory drugs, essential oils, cough drops, etc.) If a student must take over the counter medication during the day, the parent/guardian must complete an authorization form to permit the school to dispense the OTC medication. The parents/guardians must provide the OTC medication to the school in its original container. The parent-provided OTC medication is the only one that will be dispensed to students. The principal or

designee will call the parent to receive permission to dispense the OTC medication. It will be recorded in the medicine log. When the student no longer needs the OTC medication, it must be picked-up by the parent/guardian; it will not be sent home with the student.

Self-Administered

With a signed permission form from the parent /guardian, a student may carry and self-administer the following medications: epinephrine injector (epi-pen), inhaler, and insulin. Parents/guardians are required to sign the permission form each year.

1506.4 Journals

Teachers who have students keep journals are required by law to read the entries within five school days. If there are questionable drawings or entries, they should be discussed with the principal immediately.

1506.5 Service Animal

See Section 208.

1506.6 Concussion

Concussions and head injuries may result from contact sports and recess play and can have serious consequences if not properly evaluated and treated. Therefore, consistent with state law, the School will inform and educate student-athletes, and their parents/guardians of the nature and risk of concussions or head injuries, including dangers associated with continuing to play after a concussion or head injury through this policy and the distribution of asso-

ciated informational sheets and forms. On an annual basis, teachers, paid/volunteer coaches and team officials shall undergo concussion training provided by the CDC, the NFHS or a comparable program or resource.

If the School suspects that a student has sustained a concussion or head injury during recess, practice or competition, the coach/teacher shall immediately remove the student from participation and contact the principal and student's parent/guardian. The parent/guardian will be directed to obtain a physical and mental status examination by a licensed healthcare provider.

If a student has sustained a concussion, he/she will follow a "Return to Learn" protocol managed by the principal and teachers with consultation with parents/guardians and student.

1506.7 Suicide Intervention

Administration and teachers will receive QPR (Question, Persuade, Refer) training to learn how to recognize a person who may be in crisis. In addition, administration, staff, parents/guardians, and students will receive annual suicide awareness and prevention training. This ensures a school community where ALL staff members receive suicide training and feel comfortable with their ability to identify students at risk of harming self or others and know what to do. Training and/or materials will be made available to all new employees annually.

If any school employee or student becomes aware that a child has implied, stated, written about, or discussed (including electronic communications)

possible suicidal desires or gestures, the parent /guardian will be notified immediately.

1506.8 Drug Use

Any employee who suspects or finds a student using or in possession of drugs, alcohol or tobacco products must report such findings to the principal.

1507 Teacher Responsibilities

1507.1 Confidentiality

School employees must maintain confidentiality regarding student records and/or student discussion. A student's behavior, academic standing, or home life should be discussed with others on a "need to know" basis and never with school patrons. A student's grade should be kept confidential. A student's graded work should not be posted, volunteers should not grade papers, students should not grade other student's work, and teachers should not have students call their grades aloud.

There may be times a student wants to talk about problems he/she is experiencing. Teachers should let the student know that a promise cannot be made not to share the information they tell with someone else, because there may be times when it is in the best interest of the student to do so. Teachers should do all that is possible to encourage the student to share any serious problems with his/her parent/guardian. Document the discussion and inform the principal of the situation.

1507.2 Staff Development / In-Service

Archdiocesan professional in-service days are held twice a year, usually in the fall and spring. These are required meetings days, and professional dress is required. Teachers should not be engaged in other activities such as grading papers, writing lesson plans, etc. during an in-service. Absence requires permission from the principal. Teachers not in attendance for Professional Development Days must claim this day as a personal day. If personal days have been exhausted, then this will be an unpaid day. If a teacher is sick, then the absence will be recorded as a sick day. If there are no sick days available, the teacher's pay will be docked one day of pay for each day missed.

All in-service, seminars, and training attended are recorded on a staff development form. A minimum of 15 hours is required each school year and 15 hours are required for faith development hours. Completed staff development form(s) with the certificate of attendance (if applicable) is attached and is given to the principal for signature. A copy will be placed in the personnel file with a copy returned to the teacher and a copy mailed to the Department of Catholic Education.

1507.3 Faculty Meeting

All teachers are required to attend faculty meetings. An effort is made to keep meetings to an hour, but topics/circumstances may warrant longer. Meetings dates will be announced during pre-service week. While there may not be a faculty meeting, teachers should reserve the scheduled day and time. An absence from any faculty meeting must be

approved by the principal. Faculty members who are excused from attendance are responsible for knowing and implementing any decisions made during the meeting. A faculty meeting may be used for general business, an in-service or grade level meeting.

1507.4 Cell Phone Use

The use of cell phones and pagers during instruction/supervision time and during all professional meetings in session is not permitted. This also includes text messaging. Cell phones and pagers should be on mute/vibrate during the school day. At no time when teachers are supervising students should they be involved in texting or talking on their cell phone for non-school business.

1507.5 Tutoring

School employees may not provide tutoring services for individual students or small groups of students who are enrolled in a class they teach unless such services are provided within a program that is school-approved and school-administered. These directives apply to all non-classroom educational programming and includes private music lessons and athletic training camps. Exceptions to these policies must be approved by the superintendent. As noted in Section 222, Outside Employment, employees may not have any outside employment that presents an actual or perceived conflict of interest. Therefore, under no circumstances shall any faculty/staff member:

1. Receive compensation for tutorial assistance offered to students currently enrolled in their own classroom.

Res.App.456a

2. Establish off-campus tutorial appointments and location with any student, except in the case of student infirmity, without prior approval of the school administration.
3. Act as an independent contractor for tutorial services without prior approval of the school administration.
4. Provide tutoring at the teacher's residence or the student's home. Violation of these directives may result in disciplinary action, up to and including termination.

Tutoring/remediation during the regular school year is an extension of regular instruction; no compensation should be accepted from parents/guardians. Unless approved, Teachers will not be paid by the school for tutoring.

1507.6 Copyrighted Materials

The duplication of materials covered by an exclusive copyright, including computer software and DVDs/videos, is subject to the limitations set out in the Copyright Revision Act, Section 117, of the United States Copyright Code.

1507.7 Classroom Care

Each teacher is responsible for the appearance of his/her workspace. Neat and orderly virtual classrooms are expected.

1508 Contract

Teachers are responsible for knowing the contents of their contract with the school. By signing the contract, the teacher agrees to adhere to the

policies contained within the document. It is of vital importance that the teacher reads the information contained in the following handbooks since they are responsible for knowing and understanding the contents. The handbooks are the Employee Handbook, Emergency Management Handbook and Parent/Student Handbook. Each teacher is issued a contract valid for the current school year. Contract renewal is not automatic for any employee, nor is there a guarantee of renewal.

1510 Accreditation

The School is accredited by the Oklahoma State Department of Education and Cognia, Cognia is recognized by OPSAC, A consortium of private school accrediting associations recognized by the Oklahoma State Department of Education, and is a member in good standing.

1511 Title IX

Anti-Discrimination, Anti-Harassment, and Anti-Retaliation Policy

And Grievance Procedure with Complaint Form

This Policy and Grievance Procedure applies to all applicants for admission and employment, students, and employees. The Policy and Grievance Procedure will be disseminated to all such individuals, as well as parents and legal guardians of students.

[St. Isidore of Seville Catholic Virtual School (“the School”) is a Catholic faith-based community providing students with exceptional Christ-centered

Catholic formation and education. Rooted in the Catholic understanding of the human person and her or his relationship with God and neighbor, the School fully embraces the teachings of the Catholic Church's Magisterium, and the School fully incorporates these into every aspect of the School, including but not limited to, its curriculum and co-curricular activities. The physical environment of the School has external signs of the Catholic tradition including images, symbols, icons, crucifixes in every classroom, liturgical celebrations, and other sacramental reminders of Catholic life. In short, every aspect of the School's life reminds students, parents, faculty and staff to intentionally consider the implications Catholic teaching has for their lives and for the formation and education of the School's students. This policy is not intended to conflict with any of the School's religious tenants or teachings of the Catholic Church. This specifically includes Catholic teachings on modesty, sanctity of life, sanctity of marriage, the theology of the body, sexual orientation, and gender identity. The School will defer to the appropriate Catholic faith leaders and teachings in implementing this policy and nothing in this policy is intended to conflict with those teachings.

A. Prohibited Discrimination, Harassment, and Retaliation of Students, Employees, and Others

The School is committed to providing a school environment that is free from unlawful discrimination, harassment, and retaliation. The School strictly prohibits and does not tolerate any unlawful discrimination, harassment, or retaliation that is also inconsistent with Catholic teaching on the basis of a person's race, color, national origin, disability, genetic

Res.App.459a

information, sex, pregnancy (within church teaching), biological sex (gender) age, military status, or any other protected classes recognized by applicable federal, state, or local law in its programs and activities. The School further prohibits discrimination on the basis of sex in the recruitment and admission of students, in its education programs and activities, and in all employment-related decisions, including recruitment, application, hiring, promotion, termination, and other employment actions.

The following persons have been designated as Coordinators to handle inquiries or complaints regarding the Anti-Discrimination, Anti-Harassment, and Anti-Retaliation Policy:

Name: James Bleecker

Address: 7501 NW Expressway, Oklahoma City,
OK 73132

Telephone Number: 405-721-5651

Email address: jbleecker@archokc.org

Name: Page Houser

Address: 7501 NW Expressway, Oklahoma City,
OK 73132

Telephone Number: 405-721-5651

Email address: phouser@archokc.org

Designated Coordinators will be responsible for:

- a. Ensuring compliance with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment, and anti-

Res.App.460a

retaliation laws and regulations, including the training areas listed above.

- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other School employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
- e. Overseeing discrimination complaints.
- f. Immediately informing the Archdiocese of Oklahoma City's Director of Catholic Education and Chancellor of all complaints of discrimination and keeping them informed of all developments in each case as well as final disposition of the case.
- g. Identifying and addressing patterns and/or systemic problems, and reporting such patterns or systemic problems to the Principal, with a carbon copy to the Archdiocese of Oklahoma City's Director of Catholic Education and Chancellor.
- h. Reviewing all evidence in harassment or violence cases brought before the School's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.

Res.App.461a

- i. Ensuring that all investigations address whether students or employees other than the reporting student or employee may have been subjected to discrimination, harassment, or retaliation.
- j. Determining whether School employees with knowledge of allegations of discrimination, harassment, or retaliation failed to carry out their duties in responding to and reporting the allegations to the designated compliance coordinator.
- k. Recommending changes to this policy and grievance procedure.
- l. Performing other duties as assigned.
- m. Removing oneself from the Compliance Team if a conflict of interest is discovered.

The designated Coordinators will not be assigned any additional job responsibilities that may create a conflict of interest with their Coordinator responsibilities.

The School's Anti-Discrimination, Anti-Harassment, and Anti-Retaliation Policy is available upon request, on the website. Further, this policy is referenced in the in the School Handbook (*i.e.* both student and faculty handbooks), and is available in the administration office. The contact information for the designated Coordinators is also available on the School website, in the School Handbook, and in the administration office.

The School is committed to keeping all faculty, staff, and employees safe and the School's Anti-Discrimination, Anti-Harassment, and Anti-Retaliation

Policy and Grievance Procedure is intended to be a guideline for an appropriate process in accomplishing that goal. The School's Anti-Discrimination, Anti-Harassment, and Anti-Retaliation Policy and Grievance Procedure is expressly not incorporated into any tuition, employment, or other contract and does not confer any statutory, common law, or contractual rights. The School reserves the right to amend the Anti-Discrimination, Anti-Harassment, and Anti-Retaliation Policy and Grievance Procedure.

1. Anti-Harassment

Harassment is a form of discrimination, and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's race, color, national origin, disability, age, sex, or other protected category, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

- a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or
- b. Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

Educational programs and activities include all academic, educational, extracurricular, athletic, and other programs of the School, whether those programs take place in School facilities, on a school bus, at a

Res.App.463a

class or training program sponsored by the School at another location, or elsewhere. Programs and activities include all locations, events, or circumstances where the School exercises control over the individuals involved and the context of any alleged misconduct. The School's education programs and activities further include buildings or other locations that are part of the School's operations, including remote learning platforms, and off-campus settings if the School has substantial control over the individuals involved (*e.g.*, a school field trip to a museum).

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App.464a

**STATEWIDE VIRTUAL CHARTER SCHOOL
BOARD SPECIAL MEETING
APPROVED MINUTES
(JUNE 5, 2023)**

**STATEWIDE VIRTUAL CHARTER SCHOOL
BOARD OKLAHOMA HISTORY CENTER**

The Statewide Virtual Charter School Board met in special session at 12:05 p.m. on Monday, June 5, 2023, in the Oklahoma History Center at 800 Nazih Zuhdi Dr., Oklahoma City, Oklahoma. The final agenda was posted at 4:30 p.m. on Wednesday, May 31, 2023.

Members of the Statewide Virtual Charter School Board Present:

Brian Bobek
Robert Franklin
William Pearson
Nellie Tayloe Sanders
Scott Strawn

Others in Attendance:

Rebecca Wilkinson, Executive Director
Skyler Lusnia, Secretary to the Board
Lisa Daniels, Horizon Director
Arden Nerius, Assistant Attorney General
Niki Batt, Deputy Attorney General
Erika Wright, Oklahoma Rural Schools Coalition
Andrea Kunkel, CCOSA
Paul Monies, Oklahoma Watch
Misty Bradley, OKPLAC
Clark Frailey, Pastors for Oklahoma Kids

Res.App.466a

Bennett Brinkman, NonDoc Media
Amanda Stephens, Bixby Public Schools
John Meiser, St. Isidore
A.J. Ferate, Spencer Fane, LLP
William Ezzell, KFOR
Sean Cummings, Citizen
James Bleecker, Arch OKC
Tyler Outlaw, Oklahoma Education Association
Brett Farley, St. Isidore
Rebekah Farley, St. Isidore
Sarah Franklin, Citizen
Katie Zimdors, Arch OKC
Laura Willis, Parent
Lucia Frohling, Parent
Jennifer Bevensee, Parent
Michael Scaperlanda, Archdiocese of OKC
Andrea Eger, Tulsa World
Adam Gorms, KFOR
Lara Schuler, Archdiocese of Oklahoma City
Rick Maranon, Fox 23 Tulsa
Allyson Starh, Fox 23 Tulsa
Dale Forbis, Radio Oklahoma Network
Jeanene Barnett, CCOSA
Savannah Stumph, Parent
Nuria Martinez-Keel, The Oklahoman
Stephanie Lippert, Parent
Other general public

1. CALL TO ORDER AND ROLL CALL

Dr. Franklin called the Statewide Virtual Charter School Board special meeting to order at 12:05 p.m. Roll was called and ascertained there was a quorum.

2. STATEMENT OF COMPLIANCE WITH THE OKLAHOMA OPEN MEETING ACT

Mr. Lusnia read the Statement of Compliance with the Oklahoma Open Meeting Act.

3. PLEDGE OF ALLEGIANCE, SALUTE TO THE OKLAHOMA STATE FLAG, AND MOMENT OF SILENCE

Dr. Franklin led board members and all present in the Pledge of Allegiance to the American flag, a salute to the Oklahoma flag, and a moment of silence.

4. PUBLIC COMMENT

The SVCSB heard comments from the following individuals regarding agenda item Administration 6.b.:

Doug Mann, Oklahoma PLAC
Erika Wright, Oklahoma Rural Schools Coalition
Andrea Kunkel, CCOSA
Misty Bradley, OKPLAC
Clark Frailey, Pastors for Oklahoma Kids
Michael Scaperlanda, OU College of Law
A.J. Ferate, Spencer Fane, LLP
Sean Cummings, Self

5. CHAIRMAN COMMENTS — Chairman Robert Franklin

Dr. Franklin welcomed Brian Bobek to the Statewide Virtual Charter School Board. He read the Oath of Office board members have signed. Dr. Franklin referenced SB 516 and referenced the SVCSB statutory duties to review the revised St. Isidore of Seville Catholic Virtual School applica-

tion to ensure compliance with Statute. Dr. Franklin reminded board members of their oaths and asked Mr. Bobek to abstain in consideration of the application. Dr. Franklin expressed deep respect for the Archdiocese and implored them to begin the virtual school regardless of the vote.

6. Administration

a. PROPOSED EXECUTIVE SESSION pursuant to Title 25 O.S. § 307(B)(4), and consistent with 2005 OK AG 29, ¶ 13, for the purpose of confidential communications between the Board and counsel from the Oklahoma Office of the Attorney General concerning threatened, anticipated, or potential legal challenges related the Board's approval of, disapproval of, decision to take no action on, or other action(s) on the application of St. Isidore of Seville Catholic Virtual Charter School, where counsel has determined that disclosure of information related to the claim(s) or action(s) will seriously impair the ability of the Board to process or conduct litigation in this matter

The Board did not enter Executive Session.

b. Presentation, discussion, and possible action regarding the acceptance or rejection of the St. Isidore of Seville Catholic Virtual School Application for Initial Authorization

Ms. Schuler, Senior Director Department of Catholic Education for the Archdiocese of Oklahoma City, presented the St. Isidore of Seville Catholic Virtual School Revised Application and answered questions.

Ms. Batt provided the Board with information from Oklahoma Statute, and the SVCSB Charter Contract template and answered questions.

Dr. Strawn moved to approve the application. Ms. Sanders seconded the motion. The motion carried with the following votes:

Brian Bobek	Yes
Robert Franklin	No
William Pearson	No
Nellie Tayloe Sanders	Yes
Scott Strawn	Yes

Prior to adjournment, Dr. Franklin read a statement to the Board and those in attendance.

7. ADJOURNMENT

There being no further business, Dr. Strawn moved to adjourn the meeting at 2:54 p.m. Mr. Pearson seconded the motion. The motion carried with the following votes:

Brian Bobek	Yes
Robert Franklin	Yes
William Pearson	Yes
Nellie Tayloe Sanders	Yes
Scott Strawn	Yes

/s/ Robert Franklin
Chairman of the Board

/s/ Lynn Stickney
Secretary of the board

**OKLAHOMA STATEWIDE VIRTUAL CHARTER
SCHOOL BOARD VIRTUAL CHARTER SCHOOL
AUTHORIZATION AND OVERSIGHT
PROCESS MANUAL**

M.C. Connors Building
2501 N. Lincoln Blvd., Suite 301
Oklahoma City, OK 73105 July 2023

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.§ 3145.1)

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;

Res.App.471a

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, as well as oversight processes. 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 direction for initial authorization, oversight and evaluation, renewal of authorization and school closure.

**SECTION 1. INITIAL AUTHORIZATION
VIRTUAL CHARTER SCHOOL**

In alignment with the Oklahoma Charter Schools Act, 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;
2. A financial structure that ensures that funds attributable to the charter school are used to benefit that school; and
3. A sound governing board committed to the education and well-being of students.

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 an educational need within the Oklahoma community. The development of key school and program design elements and performance indicators create the roadmap toward fulfillment of the vision and mission.

The following pages 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. Ten (10) print 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

Res.App.474a

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;

Res.App.475a

- a. A copy of the approved contract for the new charter school; and
- b. 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.

Introduction

Section One of the Manual provides direction for submission of an application for initial authorization to the Statewide Virtual Charter School Board. In addition to this Manual, applicants should refer to the Oklahoma Charter School Act and related Administrative Rules (777:10-3-3) 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.

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

Res.App.476a

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;

Res.App.477a

- (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 protocols that ensure conformity to the Rehabilitation Act of 1973 Sections 504 and 508 provisions for electronic and information technology, W3C's Web Content Accessibility guidelines, and Oklahoma's Information Technology Accessibility Standards to include minimum and recommended specifications for hardware, software, operating system, and Internet service, 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;

Res.App.478a

(E) Contracts with prospective contractors, including, but not limited to, any educational management organization, in which all products and services as well as all management fees are specifically listed and explained; and

(F) 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 key design elements and performance indicators of the school program that align with and support the school's mission and will be implemented to ensure student success.

(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) proposed governing by-laws;

Res.App.479a

- (iv) meeting schedules for governing body;
- (vi) a list of advisory bodies;
- (vii) 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 including a detailed listing and reporting frequency of academic, operational, and financial measures;
- (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:

Res.App.480a

- (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 including, but not limited to, any financial support from a third-party including loans, deficit protection, and other financial leverage;
- (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 grade level and subject matter growth and proficiency, graduation, and college career readiness, including, but not limited to:

- (i) grade levels served;

Res.App.481a

- (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, which must include historical data and evaluation of the selected curriculum and instructional model, accreditations earned, and NCAA course certification status;
- (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, English Language Learners (ELL), and other students identified through testing and assessments requiring targeted remediation, intervention, and/or support);
- (vii) co-curricular and extracurricular activities;
- (viii) student performance; and
- (ix) school culture.

Res.App.482a

(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 lawful procedures in place governing admission, transfers, enrollment, and withdrawal of students;

(C) That each statewide virtual charter school has consistent lawful 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:

Res.App.483a

- (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 curriculum and instructional model, including learning environment, curriculum overview, curriculum materials, instructional strategies, equipment and technology requirements, alignment with Oklahoma academic standards, which must include historical data and evaluation of the selected curriculum and instructional model, accreditations earned, and NCAA course certification status;

Res.App.484a

- (iii) student assessment, including plan to measure and report student progress, and benchmarks for student learning, district/school assessments, Oklahoma School Testing Program;
- (iv) plan for support structures (*e.g.* online tutoring, home mentors, and technical support services in place 24x7) in addition to teacher support;
- (v) plan for support of diverse learners, (students at-risk for poor learning outcomes, academically behind learners, English Language Learners (ELL), and other students identified through testing and assessments requiring targeted remediation, intervention, and/or support);
- (vi) co-curricular and extracurricular activities;
- (vii) student performance; and
- (viii) 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

Res.App.485a

all required instructional hours for every school year through a stable virtual platform;

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

(C) That each statewide virtual charter school has consistent lawful 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,

Res.App.486a

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 records and data, parent/legal guardian access to student records and data and privacy of student records and data in compliance with all provisions of the Family Education Rights and Privacy Act of 1974 (FERPA) and the Individuals with Disabilities Education Act (IDEA), and ensures student records and data are exclusively the property of the school and the state of Oklahoma;

(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;

Res.App.487a

(G) That each statewide virtual charter school has fair and consistent procedures in place to implement necessary and appropriate practices to promote and enforce 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.

INITIAL AUTHORIZATION APPLICATION PROCESS

(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 (2) 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 accountability, online education, school governance, 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 successful virtual charter schools;

(i) If the applicant cannot demonstrate previous experience in operation of one or more successful 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 one or more successful virtual charter schools, 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 in

the pre-launch and operational years of the proposed school;

(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 effective 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:

Res.App.493a

(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 paragraph two (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) calendar 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) calendar 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.

Res.App.494a

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
M.C. Connors Building
2501 N. Lincoln Blvd., Suite 301
Oklahoma City, OK 73105

SECTION 2. OVESIGHT 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 Application for Initial Authorization and Charter Contract.

Routine and Ongoing School Oversight and Evaluation

Res.App.495a

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
- Audits
- Attendance at governing board meetings
- Performance Framework Reports (Appendix D and E)
- External school performance review(s)

According to Oklahoma statute, prior to the beginning of the final year of the charter contract term, the sponsor shall issue a Renewal Performance Framework Report and charter renewal application guidance to the school and the charter school board. The Performance Framework Report shall summarize the performance record of the charter school, based on the data required by the Oklahoma Charter Schools Act and charter contract and taking in consideration the percentage of at-risk students enrolled in the school. The Report 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 Framework 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.

Routine Submissions

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.

Performance Framework Reports

Each year an Annual Performance Framework is completed for the prior school year. The most recent data for each performance standard will be used to complete the report. In the absence of any data, the standard will be marked Not Available. In some instances, standards may also be marked Not Applicable.

Prior to the beginning of the final year of the charter contract term, a Renewal Performance Report, along the authorization renewal guidance, is completed and submitted to the school (70-3-135).

The Performance Framework may be found in Appendices D and E of this Manual.

School Site Academic Ranking

Res.App.497a

1. Beginning in the 2016-2017 school year, the State Board of Education shall identify charter schools and virtual 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 or virtual charter school 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).

STATEWIDE VIRTUAL CHARTER SCHOOL BOARD TIERED SCHOOL OVERSIGHT MODEL

CLOSURE

Formal action taken by the Statewide Virtual Charter School Board (SVCSB) on a school who failed to resolve deficiency(ies).

- Termination action taken by SVCSB in open meeting
- Stakeholders follow SVCSB Closure Plan
- Final Action

PROBATION

Formal action taken by the SVCSB as a final opportunity for a school to resolve deficiency(ies).

- Action taken by SVCSB in open meeting
- Formalized final plan required

WARNING

Formal action taken by the SVCSB to address unresolved deficiency(ies).

- Action taken by SVCSB in open meeting
- School governing board action required
- Deficiency(ies), terms and timeline for resolution identified
- Support resources may be offered or required

NOTICE OF CONCERN

SVCSB staff provides official notice to the school of unresolved deficiency(ies) identified through the Review and Research stage.

- Staff action with notice provided to the school and its governing board membership, as well as to the SVCSB membership
- Deficiency(ies), terms and timeline for resolution included in the Notice
- SVCSB may offer support resources

REVIEW AND RESEARCH

Using the results of the Performance Framework, SVCSB staff reviews and research identified areas to determine if a concern exists and if a response is needed. Other concerns outside of the Performance Framework that are brought to the attention of the Board may also result in further exploration through the Review and Research stage and additional oversight steps.

- Review and Research seeks understanding in order to assess potential deficiency(ies)

- School expected to take corrective action(s) to remedy identified deficiency(ies)
- Resolution expected during this stage

CHARTER SCHOOL PERFORMANCE FRAMEWORK

- The Performance Framework and the indicators and benchmarks included serve as the SVCSB's review and evaluation of charter school performance as required in statute and Administrative Rules. School shall meet or show evidence of significant progress toward meeting the required standard accountability indicators as a condition of continued authorization.
- Performance Framework applied to all schools authorized by the SVCSB
- Performance Framework presented annually to the SVCSB in open meeting
- Performance Framework may identify potential concerns for further review and research

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.

The objective of the Statewide Virtual Charter School Board Performance Framework is to provide charter schools and governing boards with clear expectations, fact-based oversight and timely

feedback, while respecting virtual charter school autonomy. Performance Frameworks are issued annually in compliance with Oklahoma Statute (70-3-135), and a Renewal Performance Framework Report summarizing the Performance Framework data over the charter contract term is issued prior to the final year of the charter contract.

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

Performance Framework documents may be found in Appendices D and E.

SECTION 3. REAUTHORIZATION OF SCHOOLS

Reauthorization of a Virtual Charter School

In compliance with Oklahoma statute, prior to the beginning of the final year of operation within the charter contract term, the Statewide Virtual Charter School Board will issue a Renewal Performance Framework Report and charter renewal application guidance to the charter school and its governing board. The Renewal Performance Framework Report will summarize the performance record to date of the charter school and provide notice of any weaknesses

Res.App.501a

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 Renewal Performance Framework Report and submit any corrections or clarifications to the Report.

Prior to the beginning of the 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 the Oklahoma Charter School Act and in this section of the Manual provides opportunity for the charter school to present additional evidence, beyond the data contained in the Renewal Performance Framework 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:

- 1. Is the school faithful to the foundation of the school charter contract?*
- 2. Is the organization effective and well run?*
- 3. Is the school financially viable?*
- 4. Is the academic program a success?*
- 5. Does school leadership and the governing board engage in strategic planning that results in school improvement?*

Res.App.502a

Reauthorization decisions are grounded on evidence regarding the performance of the school over the term of the charter contract. In compliance with the Oklahoma Charter School Act, the at-risk student population is also considered.

Virtual charter schools authorized by the State-wide Virtual Charter School Board that receive a score of seventy-five (75%) 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) to ten (10) 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, a letter requesting reauthorization must be submitted in compliance with the Reauthorization Process Timeline.

REAUTHORIZATION PROCESS TIMELINE

- Prior to the beginning of the final year of operation within the charter contract term, the sponsor of the school will issue a Renewal Performance Framework Report and renewal application guidance to the school and the governing 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.
- Prior to the final year of a charter contract term, the virtual charter school may apply for renewal of the contract. 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 board

Res.App.503a

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. Ten (10) copies, as well as an electronic version of the application, are required.

Oklahoma Statewide Virtual Charter School Board
M. C. Connors Building
2501 N. Lincoln Blvd., Suite 301
Oklahoma City, OK 73105

- 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

Res.App.504a

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 with appeal steps 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 Annual and Renewal Performance Framework Reports, the application for reauthorization is the school's opportunity to present other evidence that demonstrates the school's performance in the 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 Renewal Performance Framework 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.

Res.App.505a

It is recommended that applicants refer to the Oklahoma Charter School Act and related 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 and the school's service to specific populations of students.

- 1) Faithfulness to the Foundation of the School Charter
- 2) Organizational Capacity
- 3) Financial Management
- 4) Academic Program and Performance
- 5) Strategic Planning, and
- 6) Corrective Action Plan (if required)

APPLICATION FOR REAUTHORIZATION

(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:

Res.App.506a

- (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 (2) pages in length providing a brief overview of the school's mission, key school design elements, performance indicators and related data, 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, State-wide Virtual Charter School Board, and Oklahoma Department of Education. Specifically cite agreement to abide by the Oklahoma Open Meeting Act and the

Res.App.507a

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;
- (v) Strategic planning; and
- (vi) Corrective Action Plan (if required).

(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.

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 the following:

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;

Res.App.509a

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 G).

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 *Principles and Standards for Quality Charter School Authorizing* recommends authorizers “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.”

School data and information will be reviewed through the school year in a variety of methods including both in-house examination of data and on-site school visits. Data reviewed includes information related to the academic, financial, and organizational performance of the schools, as well as charter contract compliance.

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.

Academic Compliance Review

- ACT Profile Report
- College and Career Readiness Information
- College Remediation Data
- Four (4)-year Cohort and Extended Graduation Rate
- Internal Assessment Plan
- Oklahoma School Testing Program Participation Report
- Oklahoma School Testing Program Results
- Senior Graduation Report
- State Accountability Report

Financial Compliance Review

- Annual Audit Document(s)
- Annual Budget
- Estimate of Needs Document(s)
- Fiscal Year Revenue and Expenditure Report
- Inventory
- Lease/Purchase Agreement(s)
- Quarterly Financial Statements
- School District Budgeting Act (SDBA) Documents
- School Funding

Organizational Compliance Review

- Accreditation Documents
- Educational Management Organization Contract(s)
- Educational Management Organization Evaluation
- Enrollment
- First Quarter and Annual Statistical Reports
- Governing Board Agendas and Supporting Documents
- Governing Board By-laws
- Governing Board Meeting Calendar
- Governing Board Minutes
- Governing Board Policies
 - Attendance Policy
 - Code of Ethics Policy
 - Conflict of Interest Policy
 - Employment Policy
 - Enrollment / Lottery Policy
 - Finance and Procurement Policy
- Governing Board Roster
- Handbook(s)
- October 1 Child Count
- Organizational Chart
- Personnel Report
- Plan for Improvement
- School Calendar

Res.App.513a

- School Mission, Key Design Elements and Performance Indicators
- Shared Services Agreement(s)
- Strategic Planning Document(s)
- Student Support Information

In compliance with 70 O.S. § 3.136(A) (16), all instances of any significant actions, material findings of noncompliance, or pending actions, claims, or proceedings in this state relating to the virtual charter school or an educational management organization with which the virtual charter school has a contract should be reported to the Statewide Virtual Charter School Board within ten (10) business days of receipt or action.

Performance Framework Index

Performance Framework Index		
Performance Framework	Calculation	Weight
Academic (A)	$(Score) * (Weight)$ $= (A)$.40
Financial (F)	$(Score) * (Weight)$ $= (F)$.35
Organizational (O)	$(Score) * (Weight)$ $= (O)$.25
Performance Framework Index (PFI)	$[(A) + (F) + (O)]$ $= PFI$	

Res.App.514a

A Performance Framework Index (PFI) score of 75% or higher calculated over the course of the charter contract term will result in renewal of authorization for a five (5) to ten (10) year term should the governing board of the charter school choose to submit a letter requesting reauthorization.

A Performance Framework Index (PFI) score of 60-74% 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 60% 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.”

**APPENDIX E. PERFORMANCE FRAMEWORK
FOR ALTERNATIVE EDUCATION SITES**

**Alternative Education Performance
Framework Index**

Performance Framework Index		
Performance Framework	Calculation	Weight
Academic (A)	$(Score) * (Weight)$ $= (A)$.40
Financial (F)	$(Score) * (Weight)$ $= (F)$.35
Organizational (O)	$(Score) * (Weight)$ $= (O)$.25
Performance Framework Index (PFI)	$[(A) + (F) + (O)]$ $= PFI$	

A Performance Framework Index (PFI) score of 75% or higher calculated over the course of the charter contract term will result in renewal of authorization for a five (5) to ten (10) year term should the governing board of the charter school choose to submit a letter requesting reauthorization.

A Performance Framework Index (PFI) score of 60-74% 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.

Res.App.516a

A Performance Framework Index (PFI) score of less than 60% 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.”

**APPENDIX F. SCHOOL WEBSITE
COMPLIANCE CHECKLIST**

School Website Compliance Checklist

Name of School:

Website:

Date of Compliance Check:

Party Responsible for Compliance Check:

Information Item	
Governance	
<ul style="list-style-type: none">● Governing Board Members<ul style="list-style-type: none">✓ Names✓ Office Held (if applicable)✓ Board Member Contact 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 Performance	Capacity/Academic
<ul style="list-style-type: none">● School Accountability Reports Link to Oklahoma School Report Cards https://www.oklaschools.com/	

Res.App.518a

Financial Responsibility
<ul style="list-style-type: none">● Per 70 O.S. § 5-135.4 – Availability of School District Expenditure Data Link to OCAS Transparency Website Posted https://sdeweb01.sde.ok.gov/OCAS_Reporting/Default.aspx?Year=2012● Per 70 O.S. § 5-135.4 - Total Compensation Package of the Superintendent
Audit Reports
<ul style="list-style-type: none">● Per 70 O.S. § 22-108 - Most Recent Audit in Compliance with Oklahoma Statute
Enrollment Capacity
<ul style="list-style-type: none">● Per 70 O.S. § 8-101.2<ul style="list-style-type: none">✓ Virtual Charter School Enrollment Capacity Policy✓ Virtual Charter School Transfer Capacities (by grade level)
Attendance Policy
<ul style="list-style-type: none">● Per 70 O.S. § 3-145.8 - Virtual Charter School Attendance Policy

**APPENDIX H.
CHARTER CONTRACT TEMPLATE**

Revision Date: 7.24.2023

**CONTRACT FOR CHARTER SCHOOL
SPONSORSHIP TEMPLATE**

This Contract between the Oklahoma Statewide Virtual Charter School Board and [GOVERNING BOARD], the governing authority of the [CHARTER SCHOOL] (“Charter School”), shall set forth the terms and conditions of the sponsorship of the Charter School and shall constitute the Charter of [CHARTER 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 [GOVERNING BOARD] is the governing authority of the [CHARTER SCHOOL], and its principal place of business is [CITY], Oklahoma; and

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

1.6 WHEREAS the Charter School's authorization application was approved at a regular meeting of the Board on [DATE], 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 hority of the Charter School.

2.5 "Educational management organization" means a for-profit or non-profit organization that receives public funds to provide management, administration and/or educational program implementation services for the Charter School.

2.6 “Extracurricular activity” means any student activity, club, organization, meeting or event offered by the Charter School or a vendor providing activities to students enrolled in 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.

2.7 “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.

2.8 “Full academic year” shall mean a student is enrolled within the first twenty (20) instructional days of the school’s instructional year through and including the date of administration of the exam, without an enrollment lapse of ten (10) or more consecutive instructional days.

2.9 “Public school” shall mean a school that is free, established by the Legislature, and supported by funds appropriated by the Legislature.

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.

3.2 Term of the contract. This contract shall commence on [DATE], and automatically terminate on [DATE]. 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, [YEAR].

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.

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

4.1.2 Change to program of instruction. 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 8.8.1 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/purchase 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. All agreements shall be in the name of the

Charter School, approved by the governing board, and signed by the governing board chairperson.

5.2.3 Pricing. Purchases or leases of real property must be for a reasonable amount, taking into consideration the fair market value at the time of purchase for like property.

5.3 Shared Services Agreements. The governing board of the Charter School may enter into shared service agreements with another school district to share the services of an administrator, teacher, or support service provider, to share equipment or facilities, and/or to share duties or responsibilities required of the school districts of the state.

5.3.1 Sponsor Approval. Shared service agreements shall be effective only after approval by the Sponsor and such agreements shall be subject to change or termination by the Sponsor.

5.3.2 Duration. The duration of a shared service agreement shall be for a term of one (1) year and notice of intent of a school district to withdraw from the shared service agreement must be given no later than March 15 for the ensuing school year. The agreements may be extended for one (1) year terms upon agreement by the parties and submission to the Sponsor annually for approval. The agreement shall also set forth a termination clause allowing either party to terminate the contract.

5.3.3 Specificity requirement. Shared service agreements shall not be blanket agreements for all services, but shall be separate, individualized, and specific agreements for each service/position/duty/equipment/facility sought to be shared.

5.3.4 Proportional responsibility. Shared service agreements shall specifically set forth the financial responsibility of each party, and specific payment terms. Payment for shared services shall be paid by each school in a proportionate manner, without reimbursement, except as set forth in section 5.3.6.

5.3.5 Calculation. The method of calculating the proportional share to be paid by each school shall be included in the agreement. If the calculation is based upon an enrollment count report that is updated on a recurring basis, the initial report shall be attached to the agreement, and the subsequent reports shall be made available to the sponsor upon request.

5.3.5.1 The shared service calculation shall be based on the separate student enrollment numbers for each school district.

5.3.6 Reimbursement. Reimbursement shall only be allowed for equipment, testing sites, and utilities such as electrical, water, etc. that are unable to be invoiced separately. Reimbursement payments shall be paid on a quarterly basis, at a minimum.

5.3.7 Ownership. For agreements to share property or tangible items, the agreement shall be specific as to ownership and methods to be employed for disposing of property upon partial or complete termination of the agreement.

5.3.8 Benefits. For agreements to share personnel, the agreements shall account for how employees' benefits shall be paid proportionally by each party.

5.3.9 Certain agreements not allowed. Educational Management Organization contracts shall not be a shared service.

5.3.10 Out-of-state. The Charter School shall not enter into shared service agreements with school districts in states other than Oklahoma.

5.3.11 Governing boards. The governing boards of the schools utilizing shared services must be made up of entirely different members.

5.3.12 Employment contracts. Employment contracts for Charter School employees that will provide shared services shall include provisions for proportional compensation and all related information.

6. CHARTER SCHOOL MANAGEMENT AND ADMINISTRATION

6.1 Governing Board. The governing board of the Charter School shall be responsible for the policies and operational decisions of the Charter School.

6.1.1 Members. The governing board of the Charter School shall have no less than five (5) members. One (1) of the members shall be a parent, grandparent, or legal guardian of a student currently or previously enrolled in the Charter School. New members of the governing board shall be selected by an interview process conducted by the governing board. Any board member serving on more than one governing board shall abstain from voting on shared services between the virtual charter school and any other school they serve as a board member.

6.1.2 Terms. The members of the governing board of the Charter School shall have specific terms of service set forth in its by-laws.

6.1.3 Residence. A majority of the governing board members shall be residents of the State of Oklahoma.

6.1.4 Meetings. The governing board shall meet no less than ten (10) months annually in a public meeting, in a location within the State of Oklahoma.

6.1.5 Notification of changes. The Charter School shall notify the Sponsor of any changes in the governing board 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 board, and any changes thereto within five (5) business days of the election, appointment, or resignation.

6.1.6 Conflicts of interest. The governing board of the Charter School and the governing board of the Sponsor 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.

6.1.7 Confidentiality of student records. The Charter School shall comply with all provisions 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).

6.1.8 Instruction and Continuing Education.

The members of the governing board 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.

6.2 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.

6.2.1 The individual tasked with primary financial responsibility, such as the Chief Financial Officer or Treasurer for the Charter School, shall be separate and apart from any Educational Management Organization, regardless of title.

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

6.4 Educational Management Organization. The governing board may contract with an Educational Management Organization but must retain oversight authority over the Charter School. If the governing board contracts with or otherwise utilizes an Educational Management Organization, the governing board agrees to abide by the following:

6.4.1 The relationship of the Charter School and an Educational Management Organization is that of a customer and vendor contractor. As such, the Charter School and the Educational

Res.App.530a

Management Organization shall be separate entities in all aspects, including but not limited to staffing, organizational management, financial, operations, etc.

6.4.2 Public school employees shall not report to the Educational Management Organization or an employee of the Educational Management Organization. Public school employees paid with public dollars shall report to the Superintendent of the Charter School, who reports to the governing board. Employees that report to the Educational Management Organization shall be employees of the Educational Management Organization.

6.4.3 All funds utilized to operate the Charter School, including but limited to paying Charter School employees, providing curriculum, technology, supplies, and/or extracurricular activities to students shall be maintained in Charter School accounts and controlled by Charter School employees.

6.4.4 The governing board shall require the Educational Management Organization to report accurate, itemized expenditure information for the goods and services provided by the Educational Management Organization to the Charter School.

6.4.5 All fees charged by the Educational Management Organization shall be clearly stated in the contract with the governing board.

6.4.6 The governing board shall conduct an annual evaluation of the Educational Management Organization and an annual review of the Educational Management Organization's operat-

ing agreement, and such evaluation and review shall include an annual contract compliance audit. The governing board shall provide the Sponsor with a copy of the annual review.

6.4.7 The governing board shall have access to Educational Management Organization records necessary to overseeing the Educational Management Organization contract.

6.4.8 An employee of the Educational Management Organization for the Charter School shall not sit on the governing board of the Charter School.

7. FUNDING, MANAGEMENT, AND REPORTING

7.1 Financial Management. 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. The Charter School shall comply with requests for appropriations, recording, reporting receipt, and expenditures of public funds under state and federal statutes and regulations. 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 and governing board shall promptly provide access to any and all records as requested by the Sponsor, the State Auditor and Inspector, the State Department of Education, or any other entity allowed by law to request and obtain records.

7.7 Calculation of state aid. State aid funding shall be calculated and disbursed in accordance with the provisions of the Oklahoma Charter Schools Act, accompanying statutes and regulations of the 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 may charge not more than three percent (3%) of the State Aid allocation for administrative services rendered. The Sponsor shall provide financial records documenting state funds charged for administrative

services for the previous year to the State Department of Education. 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 State Department of Education 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.

7.8.2 Any fees collected by a vendor of the Charter School shall be calculated on the actual amount of state funding received by the Charter School after the Sponsor has charged its oversight fee.

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, with the exception of reimbursement funds pursuant to a shared service agreement as set forth in section 5.3 and the corresponding sub-sections. Public funds must stay in public charter school account until a sufficiently itemized invoice or bill is paid. 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.

Records shall be promptly provided to the Sponsor upon request.

7.9.1 Spending Limitations. The Charter School shall be subject to spending limitations, including but not limited to Oklahoma Constitution provisions on spending funds from the state, whether received through the State Department of Education or other source.

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, budgeting, recordkeeping, admissions, employment, reporting, auditing, policies, and operational decisions 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 board, 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. 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. The Charter School shall not receive state aid funding for students that are not enrolled full-time in a public school, regardless of platform such as virtual, charter, or a statewide virtual charter school.

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. The Charter School shall use the Oklahoma Cost Accounting System (“OCAS”) 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. The Charter school shall comply with all provisions of the School District Transparency Act. If the Charter School utilizes an Educational Management Organization, the expenditures of the Educational Management Organization must be reported through the OCAS system. Financial reporting by the Charter School and the Educational Management Organization shall be itemized by actual costs, and not based on estimates or prorated amounts.

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]."

7.13.2 Supporting documentation. The governing board must also provide to the Sponsor all supporting documentation for all expenditures upon request, including but not limited to an itemized invoice clearly describing the item or service purchased, an encumbrance approved by the governing board, a purchase order, and proof of payment by warrant or check for each expenditure.

7.14 Annual audit. 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 change audit firms, at a minimum, every three (3) years to ensure annual audits are completed by two (2) different firms over the term of the charter contract. If the term of the charter contract is less than five (5) years, the Charter School shall change audit firms every two (2) years, or other-

wise, to ensure annual audits are completed by two (2) different firms over the term of the charter contract.

7.14.2 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.

7.14.3 The Charter School shall be subject to compliance audits conducted by the Sponsor at any time during the charter contract term.

7.15 Recordkeeping. The Charter School and governing board 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 Charter School records related in any respect to Sponsor oversight or use of public funds including, but not limited to, financial records of the Educational Management Organization. The Charter School shall provide any requested access to the Sponsor upon request.

7.17 Financial employees. The Charter School shall employ or contract with an individual tasked with primary financial responsibility, such as a Chief Financial Officer or Treasurer, that regardless of title, works only for the Charter School and is separate and

apart from any Educational Management Organization. This individual may be subject to a shared service agreement only if approved by the Sponsor. The Charter School shall employ or contract with an encumbrance clerk(s) that is separate and apart from any Educational Management Organization. This individual may be subject to a shared service agreement only if approved by the Sponsor.

7.17.1 Access to public funding. Only public employees shall have access to Charter School bank accounts and any other account that is used for the operation of the school.

7.18 Minimum requirement for financial policy and procedure. The policies and procedures for the Charter School shall include at a minimum:

- i. An explanation of the specific OCAS compliant accounting system used for the school.
- ii. An explanation of the responsibilities of the chief financial officer, other financial employees, and the encumbrance clerk(s).
- iii. An explanation of the purchasing process, including but not limited to the procedure from open to close of purchase orders, explaining what documentation is to be kept on file, what software systems are to be used, which employees are responsible at each point in the process, and what potential consequences would come to employees in violation of the policy.
- iv. A requirement that the encumbrance clerk must have all supporting documentation on file for purchase orders and invoices, based

on the expenditure/procurement procedures approved by the governing board, prior to issuing payment.

- v. A policy for purchase order change orders indicating a threshold amount that may be approved by the Superintendent or designee and those that would require governing board approval.
- vi. An explanation of the payroll procedure process, including but not limited to an explanation of the calculation of payroll from the shared services employees, how the revenue will be allocated from the school's general fund to be ultimately paid out to employees, what documentation is to be kept on file by the accounting office, and what potential consequences would come to employees in violation of the policy.
- vii. An explanation of the calculation of student enrollment numbers that are used to calculate payroll for employees subject to shared service agreements.
- viii. A requirement that changes to the policy(ies) must be approved by the governing board of the Charter School.

8. COMPLIANCE WITH THE OKLAHOMA CHARTER SCHOOLS ACT

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

8.2 Prohibition of religious affiliation. 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. 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. 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. The Sponsor shall evaluate the Charter School under the Performance Framework annually and present results of the evaluation to the governing board of the Charter School and the governing board of the Sponsor in an open meeting.

8.4.1 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. If the Performance Framework evaluation reveals weaknesses, concerns, violations, or deficiencies regarding the Charter School during any school year during the term of this contract, the Sponsor may require the Charter School to submit to the Sponsor a corrective action plan and corresponding timeline to be implemented during the following school year. The corrective action plan shall be incorporated into the terms of this contract, and the Charter School shall implement the plan for any school years remaining during the terms of the contract, provided that approval of the corrective action

plan shall not be construed as a waiver of any rights of the parties to terminate or not renew the contract. If the Charter Schools fails to substantially complete the corrective action plan, the Sponsor may choose not to renew the charter contract.

8.6 Students with disabilities. 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. § 794, 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 Admission, attendance, and enrollment. 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.

8.8.1 Tuition and fees. The Charter School shall be as equally free and open to all students as traditional public school. 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 board 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.

8.8.2 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.

8.8.3 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.

8.8.4 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.

8.8.5 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.

8.8.5.1 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 attend-

ance laws and ensure accurate recording, maintenance, and reporting of student attendance as required by Oklahoma law.

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

8.8.7 Transcripts. The Charter School agrees to transcript for each student, at a minimum, the full-time online courses the student is enrolled in per semester, all grades or incomplete grades received, grade-point averages, and/or class rank.

8.9 School year. 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.

8.10 Student conduct and discipline. 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

8.11 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.

8.11.1 Oklahoma Teachers' Retirement System. 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.

8.11.2 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.

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

8.11.4 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.

8.11.5 Background checks. The Charter School shall comply with the provisions of state law

pertaining to background checks of school district employees.

8.12 Open Meeting Act and Open Records Act. The Charter School and its governing board 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.*

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

8.14 Disposition of property. 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 be retained by the Sponsor consistent with state law, 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.

8.15 Inspection. The Charter School agrees to permit inspections of the Charter School by the Sponsor, State Department of Education, and the State Auditor and Inspector 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.

8.16 Role of the Sponsor. The Statewide Virtual Charter School Board (“Sponsor”) shall authorize, oversee, and sponsor the Charter School.

8.16.1 Duties of the Sponsor. The Sponsor shall oversee operations of the Charter School and establish rules, policies, and procedures required to operate statewide virtual charter schools and ensure free appropriate public education and related services are provided to virtual charter students across the state in a safe, consistent, effective, and appropriate manner. The Sponsor shall also comply with its specific responsibilities provided in the Charter School Act.

8.16.2 Operation of the Sponsor. The Sponsor shall comply with the policies and procedures codified in Title 777 of the Oklahoma Administrative Code.

9. ASSUMPTION OF LIABILITY

9.1 Liability. 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. 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 board 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. The Charter School shall promptly notify the Sponsor if any adverse action such as litigation, audits, criminal investigations, or claims against teachers, etc., material finding of non-compliance, or pending action, claim, or proceeding arises relating to the Charter School or an Educational Management Organization or a Charter Management Organization that have contracted with the Charter School. In the event the Charter School and/or its governing board 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 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 board. 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
2501 N. Lincoln Blvd., Suite 301
Oklahoma City, OK 73105

11.9 Incorporation. The Charter School's Application for Sponsorship and accompanying documents approved by the Board on [DATE], 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 board 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.

Res.App.555a

12.5 The Charter School warrants that no governing board member, school staff member, or contractor/vendor shall receive pecuniary gain beyond negotiated transaction, incidental or otherwise, from the earnings of the school or the Educational Management organization.

12.6 The Charter School warrants that it and its governing board have not and shall not make any attempt to levy taxes or issue bonds except as may be allowed by law.

12.7 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 board of the Charter School or the ability of the parties to discharge their duties under this contract.

Res.App.556a

12.8 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

Chairperson
Statewide Virtual Charter School Board

Date

Governing Board of Charter School

Chairperson
[Charter School]

Date

**APPENDIX I.
OKLAHOMA STATUTES**

OKLAHOMA CHARTER SCHOOLS ACT

TITLE 70. SCHOOLS

§70-3-130. Short Title

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

Historical Data

Laws 1999, HB 1759, c. 320, § 5, emerg. eff. July 1, 1999.

§70-3-131. 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.

Historical Data

Laws 1999, HB 1759, c. 320, § 6, emerg. eff. July 1, 1999.

§70-3-132. 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

Res.App.559a

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;

Res.App.560a

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 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

Res.App.561a

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:

Res.App.562a

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

Res.App.563a

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-

Res.App.564a

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.

Historical Data

Laws 1999, HB 1759, c. 320, § 7, emerg. eff. July 1, 1999; Amended by Laws 2000, HB 2728, c. 232, § 5, emerg. eff. July 1, 2000 (superseded document available); Amended by Laws 2001, HB 1214, c. 33, § 67, emerg. eff. July 1, 2001 (superseded document available); Amended by Laws 2007, HB 1589, c. 257, § 1 (superseded document available); Amended by Laws 2010, HB 2753, c. 288, § 1, eff. November 1, 2010 (repealed by Laws 2011, SB 553, c. 1, § 35, emerg. eff. March 18, 2011); Amended by Laws 2010, SB 1862, c. 290, § 1, eff. November 1, 2010 (superseded document

Res.App.565a

available); Amended by Laws 2011, SB 553, c. 1, § 34, emerg. eff. March 18, 2011 (superseded document available); Amended by Laws 2011, SB 278, c. 367, § 1 (superseded document available); Amended by Laws 2012, SB 1816, c. 367, § 1, emerg. eff. July 1, 2012 (superseded document available); Amended by Laws 2013, HB 1385, c. 83, § 3, emerg. eff. July 1, 2013 (superseded document available); Amended by Laws 2013, SB 267, c. 212, § 1, eff. September 1, 2013 (superseded document available); Amended by Laws 2015, SB 782, c. 170, § 1 (superseded document available); Amended by Laws 2015, HB 1034, c. 205, § 1, eff. November 1, 2015 (repealed by Laws 2016, HB 3201, c. 210, § 42, emerg. eff. April 26, 2016) (superseded document available); Amended by Laws 2016, HB 3201, c. 210, § 41, emerg. eff. April 26, 2016 (repealed by Laws 2017, SB 833, c. 42, § 30) (superseded document available); Amended by Laws 2016, HB 2720, c. 27, § 1, emerg. eff. July 1, 2016 (superseded document available); Amended by Laws 2017, SB 833, c. 42, § 29 (superseded document available); Amended by Laws 2022, HB 3872, c. 222, § 1 (superseded document available).

§70-3-132.1. Statewide Charter School Board

This Statute Will Go Into Effect

On: 09/01/2023

See Historical Data for Current Version

A. There is hereby created the Statewide Charter School Board. Beginning July 1, 2024, the Board shall have the sole authority to sponsor statewide virtual charter schools in this state and may sponsor charter schools in this state. The Board shall be composed of nine (9) voting members as follows:

Res.App.566a

1. Three members appointed by the Governor;
2. Two members appointed by the President Pro Tempore of the Senate;
3. Two members appointed by the Speaker of the House of Representatives;
4. The Superintendent of Public Instruction or his or her designee; and
5. The State Auditor and Inspector or his or her designee.

B. Initial appointments shall be made by October 31, 2023. 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 two (2) years. The Governor shall appoint one member for one (1) year and two members 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 July 31 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

Res.App.567a

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. Members of the Statewide Charter School Board shall not receive compensation but shall be reimbursed for necessary travel expenses pursuant to the provisions of the State Travel Reimbursement Act.

G. The Statewide 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.

H. Five members of the Board shall constitute a quorum, and an affirmative vote of at least five members shall be required for the Board to take any final action.

I. Beginning July 1, 2024, statewide virtual charter schools shall be sponsored only by the Statewide Charter School Board created pursuant to this section. Effective July 1, 2024, the Statewide Virtual Charter School Board shall be abolished and the Statewide Charter School Board shall succeed to any contractual rights and responsibilities and settlement agreements incurred by the Statewide Virtual Charter School Board in a virtual charter school sponsorship contract executed prior to July 1, 2024.

Res.App.568a

1. All powers, duties, responsibilities, policies, personnel, property, equipment, supplies, records, assets, funds, current and future liabilities, encumbrances, obligations, and indebtedness of the Statewide Virtual Charter School Board or associated with a virtual charter school sponsorship contract entered into by the Statewide Virtual Charter School Board prior to July 1, 2024, shall be transferred to the Statewide Charter School Board. No items shall be expended or used for any purpose other than the performance of duties and responsibilities as directed and required in this act. Appropriate conveyances and other documents shall be executed to effectuate the transfer of property associated with a sponsorship contract. The Statewide Charter School Board may contract for additional legal and administrative services as necessary to effectuate the transfers provided in this subsection.

2. The Director of the Office of Management and Enterprise Services shall coordinate the transfer of funds, allotments, purchase orders, and outstanding financial obligations and encumbrances relating to the regulation of virtual charter schools as transferred pursuant to the provisions of this act.

3. Upon succession of sponsorship contracts, the Statewide Charter School Board shall assume sponsorship of the virtual charter schools for the remainder of the term of the contracts. Prior to the end of the current term of the contract, the Statewide Charter School Board shall allow a virtual charter school to apply for renewal of the sponsorship contract in accordance with the

Res.App.569a

renewal procedures established pursuant to Section 3-137 of Title 70 of the Oklahoma Statutes.

4. Effective July 1, 2024, all administrative rules promulgated by the Statewide Virtual Charter School Board relating to the implementation and enforcement of the Oklahoma Charter Schools Act shall be enforceable by the Statewide Charter School Board. The rules shall continue in force and effect and the Statewide Charter School Board shall have authority to amend, repeal, recodify, or make additions to the rules pursuant to the Administrative Procedures Act.

J. Effective July 1, 2024, the Statewide Charter School Board shall succeed to any contractual rights and responsibilities and settlement agreements incurred by the State Board of Education in a charter school sponsorship contract executed prior to July 1, 2024. All property, equipment, supplies, records, assets, funds, current and future liabilities, encumbrances, obligations, and indebtedness associated with a charter school sponsorship contract entered into by the State Board of Education prior to July 1, 2024, shall be transferred to the Statewide Charter School Board. Appropriate conveyances and other documents shall be executed to effectuate the transfer of property associated with a sponsorship contract. Upon succession of sponsorship contracts, the Statewide Charter School Board shall assume sponsorship of the charter schools for the remainder of the term of the contracts. Prior to the end of the current term of the contract, the Statewide Charter School Board shall allow a charter school to apply for renewal of the sponsorship contract in accordance with the renewal procedures

Res.App.570a

established pursuant to Section 3-137 of Title 70 of the Oklahoma Statutes.

K. Beginning July 1, 2024, at the end of the current term of a charter school sponsorship contract with a school district, an accredited comprehensive or regional institution that is a member of The Oklahoma State System of Higher Education, a community college, or a federally recognized Indian tribe, a charter school may apply for contract renewal with the Statewide Charter School Board for sponsorship.

Historical Data

Laws 2023, SB 516, c. 323, § 1, eff. September 1, 2023.

§70-3-132.2. Duties

This Statute Will Go Into Effect

On: 09/01/2023

See Historical Data for Current Version

A. Beginning July 1, 2024, and subject to the requirements of the Oklahoma Charter Schools Act, the Statewide Charter School Board shall:

1. Provide supervision, services, and oversight of the operations of statewide virtual charter schools in this state and charter schools for which the Statewide Charter School Board is the sponsor, recommend legislation pertaining to charter schools to the Legislature, and promulgate rules and policies that the Board deems necessary to accomplish the purposes prescribed in this section;
2. Ensure compliance with state laws and training requirements for all charter schools, virtual charter schools, and sponsors;

Res.App.571a

3. Establish a procedure for accepting, approving, and disapproving charter school and statewide virtual charter school applications and a process for renewal or revocation of approved charter contracts which meet the procedures set forth in the Oklahoma Charter Schools Act;
4. Hire an Executive Director and other staff for its operation;
5. Prepare a budget for expenditures necessary for the proper maintenance of the Board and accomplishment of its purpose;
6. Comply with the requirements of the Oklahoma Open Meeting Act and Oklahoma Open Records Act; and
7. Give priority to opening charter schools and virtual charter schools that serve at-risk student populations or students from low-performing traditional public schools.

B. The State Board of Education shall be responsible for accreditation of charter schools and virtual charter schools and ensure compliance with special education laws and federal laws and programs administered by the State Board of Education.

C.

1. For purposes of the Oklahoma Charter Schools Act, “charter school” means:
 - a. prior to July 1, 2024, a public school established by contract with a school district board of education, a technology center school district, a higher education institution, a

Res.App.572a

federally recognized Indian tribe, or the State Board of Education, and

- b. on July 1, 2024, and after, a public school established by contract with a school district board of education, a higher education institution, an institution of higher learning accredited pursuant to Section 4103 of Title 70 of the Oklahoma Statutes, a federally recognized Indian tribe, or the Statewide Charter School Board, to provide learning that will improve student achievement and as defined in the Elementary and Secondary Education Act of 1965, as reauthorized by P.L. No. 114-95, also known as the Every Student Succeeds Act.

2. 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.

D.

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; provided, however, all or any part of a traditional public school shall not be converted to a virtual 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

Res.App.573a

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 Title 70 of the Oklahoma Statutes. 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 C of this section. The provisions of Sections 3-140 and 3-142 of Title 70 of the Oklahoma Statutes 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.

Res.App.574a

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

E.

1. Beginning July 1, 2024, the Statewide Charter School Board shall make publicly available a list of supplemental online courses which have been reviewed and certified by the 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 Title 70 of the Oklahoma Statutes. The Statewide 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 Charter School Board and listed as provided for in this paragraph.

2. In conjunction with the Office of Management and Enterprise Services, the Board shall 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 Charter School Board and listed as provided for in this subsection.

Historical Data

Laws 2023, SB 516, c. 323, § 2, eff. September 1, 2023.

§70-3-132.3. Statewide Charter School Board Revolving Fund

This Statute Will Go Into Effect

On: 09/01/2023

See Historical Data for Current Version

There is hereby created in the State Treasury a revolving fund for the Statewide Charter School Board to be designated the “Statewide 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 Charter School Board from state appropriations. All monies accruing to the credit of the fund are hereby appropriated and may be budgeted and expended by the Statewide Charter School Board for the purposes set forth in Section 2 of this act. 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.

Historical Data

Laws 2023, SB 516, c. 323, § 3, eff. September 1, 2023.

§70-3-133. Repealed

Repealed by Laws 2007, HB 1589, c. 257, § 5

§70-3-134. 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

Res.App.576a

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;

Res.App.577a

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;

Res.App.578a

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;

Res.App.579a

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

Res.App.580a

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 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.

Res.App.582a

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

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

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

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

school oversight and evaluation and charter renewal decision-making.

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

Historical Data

Laws 1999, HB 1759, c. 320, § 9, emerg. eff. July 1, 1999; Amended by Laws 2001, HB 1214, c. 33, § 69, emerg. eff. July 1, 2001 (superseded document available); Amended by Laws 2007, HB 1589, c. 257, § 2 (superseded document available); Amended by Laws 2010, HB 2753, c. 288, § 2, eff. November 1, 2010; Amended by Laws 2010, SB 1862, c. 290, § 2, eff. November 1, 2010 (repealed by Laws 2011, SB 553, c. 1, § 37, emerg. eff. March 18, 2011) (superseded document available); Amended by Laws 2011, SB 553, c. 1, § 36, emerg. eff. March 18, 2011 (superseded document available); Amended by Laws 2011, SB 278, c. 367, § 2 (superseded document available); Amended by Laws 2015, SB 782, c. 170, § 2 (superseded document available). Amended by Laws 2022, HB 3872, c. 222, § 2, emerg. eff. May 5, 2022 (superseded document available).

§70-3-135. 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:

Res.App.584a

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;

Res.App.585a

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.

Res.App.586a

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;

Res.App.587a

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.

Historical Data

Laws 1999, HB 1759, c. 320, § 10, emerg. eff. July 1, 1999; Amended by Laws 2015, SB 782, c. 170, § 3 (superseded document available).

§70-3-136. Charter School Compliance

This Statute Will Go Into Effect

On: 07/01/2024

See Historical Data for Current Version

A. Beginning July 1, 2024, a written contract entered into between the Statewide Charter School Board and the governing board of a charter school or statewide virtual charter school or a written contract entered into between a sponsor and the governing board of a charter school shall ensure compliance with the following:

1. Except as provided for in the Oklahoma Charter Schools Act, a charter school and virtual charter school shall be exempt from all statutes and rules relating to schools, boards of education, and school districts; provided, however, a charter school or virtual 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 and virtual 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 contract shall provide a description of the educational program to be offered. A

Res.App.589a

charter school or virtual 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 four (4) and twenty-one (21) years of age. A charter school or virtual 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 or virtual charter school which offers grades nine through twelve shall specifically address whether the charter school or virtual 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 or virtual 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 or virtual charter school shall also provide any necessary data to the Office of Accountability within the State Department of Education;

5. A charter school or virtual charter school shall be subject to the same reporting requirements, financial audits, audit procedures, and audit

Res.App.590a

requirements as a school district. The State Department of Education or State Auditor and Inspector may conduct financial, program, or compliance audits. The Statewide Charter School Board may request that the State Auditor and Inspector conduct a financial, program, or compliance audit for any charter school or virtual charter school it oversees. A charter school or virtual charter school shall use the Oklahoma Cost Accounting System to report financial transactions to the State Department of Education. The charter school or virtual charter school shall be subject to the limitations on spending, including provisions of the Oklahoma Constitution, for any funds received from the state, either through the State Department of Education or other sources;

6. A charter school or virtual 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;

7. A charter school or virtual charter school shall provide for a governing board for the school which shall be responsible for the policies and operational decisions of the charter school or virtual charter school. All of the charter school or virtual charter school governing board members shall be residents of this state and shall meet no fewer than ten (10) months of the year in a public meeting within the boundaries of the school district in which the charter school is located or within this state if the governing board oversees multiple charter schools in this state or oversees a virtual charter school. The governing board of a

Res.App.591a

charter school or virtual charter school shall be subject to the same conflict of interest requirements as a member of a school district board of education including but not limited to Sections 5-113 and 5-124 of this title. Members appointed to the governing board of a charter school or virtual charter school shall be subject to the same instruction and continuing education requirements as a member of a school district board of education and pursuant to Section 5-110 of this title shall complete twelve (12) hours of instruction within fifteen (15) months of appointment to the governing board and pursuant to Section 5-110.1 of this title shall attend continuing education;

8. A charter school or virtual 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 or by a virtual charter school;

9. A charter school or virtual charter school shall be as equally free and open to all students as traditional public schools and shall not charge tuition or fees;

10. A charter school or virtual charter school shall provide instruction each year for at least the number of days or hours required in Section 1-109 of this title;

11. A charter school or virtual charter school shall comply with the student suspension requirements provided for in Section 24-101.3 of this title;

12. A charter school or virtual charter school shall be considered a school district for purposes

Res.App.592a

of tort liability under The Governmental Tort Claims Act;

13. Employees of a charter school or virtual 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;

14. A charter school or virtual charter school may participate in all health and related insurance programs available to employees of a public school district;

15. A charter school or virtual charter school and their respective governing boards shall comply with the Oklahoma Open Meeting Act and the Oklahoma Open Records Act;

16. The governing board of a charter school or virtual charter school shall notify the sponsor within ten (10) business days in the instance of any significant adverse actions, material findings of noncompliance, or pending actions, claims, or proceedings in this state relating to the charter school, the virtual charter school, or an educational management organization with which the charter school or virtual charter school has a contract;

17. No later than September 1 each year, the governing board of each charter school or virtual charter school formed pursuant to the Oklahoma Charter Schools Act shall prepare a statement of actual income and expenditures for the charter school or virtual charter school for the fiscal year

Res.App.593a

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 and virtual charter schools shall not be permitted to submit estimates of expenditures or prorated amounts to fulfill the requirements of this paragraph; and

18. A charter school or virtual charter school contract shall include performance provisions based on a performance framework that clearly sets forth the academic and operational performance indicators that shall be used by charter school and virtual charter school sponsors to evaluate their respective schools. The sponsor may develop a separate performance framework to evaluate a charter school or virtual charter school that has been designated by the State Department of Education as implementing an alternative education program throughout the school. The sponsor shall require a charter school or virtual charter school to submit the data required in this subsection 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 or virtual charter school to provide permission to the Department to share all required data with the Board. The performance framework shall serve as the minimum requirement for charter school and virtual charter school

Res.App.594a

performance evaluation and shall include, but not be limited to, the following indicators:

- a. student academic proficiency,
- b. student academic growth,
- c. achievement gaps in both proficiency and growth between major student subgroups,
- d. student attendance,
- e. recurrent enrollment from year to year as determined by the methodology used for public schools in Oklahoma,
- f. in the case of high schools, graduation rates as determined by the methodology used for public schools in Oklahoma,
- g. in the case of high schools, postsecondary readiness,
- h. financial performance and sustainability and compliance with state and Internal Revenue Service financial reporting requirements,
- i. audit findings or deficiencies,
- j. accreditation and timely reporting,
- k. governing board performance and stewardship including compliance with all applicable laws, regulations, and terms of the charter contract, and
- l. mobility of student population for the virtual charter school framework.

The sponsor including the Statewide Charter School Board shall annually evaluate its charter schools or virtual charter schools according to the

Res.App.595a

performance framework. The results of the evaluation shall be presented to the governing board of the charter school or virtual charter school and the governing board of the charter school sponsor in an open meeting.

B. An applicant or the governing board of an applicant may hold one or more charter contracts. Each charter school or virtual charter school that is part of a charter contract shall be separate and distinct from any other charter school or virtual charter school. For the purposes of this subsection, “separate and distinct” shall mean that a charter school or virtual charter school governing board with oversight of more than one charter school or virtual charter school shall not combine accounting, budgeting, record-keeping, admissions, employment, or policies and operational decisions of the charter schools or virtual charter schools it oversees.

C. The charter contract of a charter school or virtual charter school shall include a description of the personnel policies, personnel qualifications, and method of school governance. A charter school or virtual charter school shall not enter into an employment contract with any teacher or other personnel until a contract has been executed with its sponsor. The employment contract shall set forth the personnel policies of the charter school or virtual 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

Res.App.596a

employer-employee bargaining, but the charter school or virtual charter school shall not be required to comply with the provisions of Sections 509.1 through 509.10 of this title.

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

No charter school or virtual charter school may begin serving students without a contract executed in accordance with the provisions of the Oklahoma Charter Schools Act and approved in an open meeting of the governing board of the sponsor or the Statewide Charter School Board. The governing board of the sponsor or the Statewide Charter School Board may establish reasonable preopening requirements or conditions to monitor the start-up progress of newly approved charter schools or virtual charter schools and ensure that each brick-and-mortar 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.

D. The charter of a charter school or virtual charter school may be amended at the request of the governing board of the charter school or virtual charter school and upon the approval of the sponsor.

E. A charter school or virtual charter school may enter into contracts and sue and be sued.

F. The governing board of a charter school or virtual charter school shall not levy taxes or issue

Res.App.597a

bonds. A school district that proposes a bond shall include any charter school established pursuant to subsection A of Section 3-132 of this title and located within the school district in planning conversations regarding the bond.

G. The charter of a charter school or virtual 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 or virtual charter school upon expiration or termination of the charter or failure of the charter school or virtual 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 sponsor. 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.

Historical Data

Laws 1999, HB 1759, c. 320, § 11, emerg. eff. July 1, 1999; Amended by Laws 2000, HB 2728, c. 232, § 7, emerg. eff. July 1, 2000 (superseded document available); Amended by Laws 2008, SB 2100, c. 439, § 1, emerg. eff. July 1, 2008 (superseded document available); Amended by Laws 2014, SB 1461, c. 277, § 1, emerg. eff. July 1, 2014 (superseded document

available); Amended by Laws 2023, SB 516, c. 323, § 7, eff. July 1, 2024 (superseded document available).

§70-3-137. 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

Res.App.599a

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 expecta-

Res.App.600a

tions 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.

Res.App.601a

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:

Res.App.602a

- 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,

Res.App.603a

- 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,

Res.App.604a

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 non-renewal 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;

Res.App.605a

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.

Historical Data

Laws 1999, HB 1759, c. 320, § 12, emerg. eff. July 1, 1999; Amended by Laws 2003, HB 1787, c. 434, § 6, emerg. eff. July 1, 2003 (superseded document available); Amended by Laws 2004, SB 713, c. 472, § 1, emerg. eff. June 7, 2004 (superseded document available); Amended by Laws 2007, HB 1589, c. 257, § 3 (superseded document available); Amended by Laws 2015, SB 782, c. 170, § 4 (superseded document available); Amended by Laws 2016, SB 1268, c. 42, § 1, emerg. eff. July 1, 2016 (superseded document available).

§70-3-138. 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.

Historical Data

Laws 1999, HB 1759, c. 320, § 13, emerg. eff. July 1, 1999.

§70-3-139. 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.

Historical Data

Laws 1999, HB 1759, c. 320, § 14, emerg. eff. July 1, 1999.

§70-3-140. 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

Res.App.609a

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.

Historical Data

Laws 1999, HB 1759, c. 320, § 15, emerg. eff. July 1, 1999; Amended by Laws 2010, HB 2753, c. 288, § 3, eff. November 1, 2010; Amended by Laws 2010, SB 1862, c. 290, § 3, eff. November 1, 2010 (superseded document available); Laws 2010, SB 1862, c. 290, § 3 repealed by Laws 2011, SB 553, c. 1, § 38, emerg. eff. March 18, 2011 (superseded document available); Amended by Laws 2011, SB 445, c. 185, § 1; Amended by Laws 2011, SB 278, c. 367, § 3 (superseded document available); Amended by Laws 2012, SB 1816, c. 367, § 2, emerg. eff. July 1, 2012 (superseded document available); Amended by Laws 2013, HB 1385, c. 83, § 4, emerg. eff. July 1, 2013 (superseded document available); Amended by Laws 2013, SB 267, c. 212, § 2, eff. September 1, 2013 (superseded document available); Amended by Laws 2015, SB 782, c. 170, § 5 (superseded document available).

§70-3-141. Transportation

A. Transportation shall be provided by the charter school in accordance with Sections 9-101 through 9-118 of this title.

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

Historical Data

Laws 1999, HB 1759, c. 320, § 16, emerg. eff. July 1, 1999; Amended by Laws 2023, HB 2314, c. 177, § 1, emerg. eff. July 1, 2023 (superseded document available).

§70-3-142. State-Appropriated Funding - Funding From Non-State Sources - Charter School Closure Reimbursement Revolving Fund

A. The student membership and attendance of the charter school shall be considered separate from the student membership and attendance of the sponsor for the purpose of calculating enrollment and funding including 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. A charter school shall receive the State Aid allocation, federal funds to which it is eligible and qualifies for and any other state-appropriated revenue generated by its students for the applicable year. Not more than three percent (3%) 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. A sponsor of a charter school shall not charge any additional State Aid allocation or charge the charter school any additional fee above the amounts allowed

Res.App.612a

by this subsection unless the additional fees are for additional services rendered. The charter school sponsor shall provide to the State Department of Education financial records documenting any state funds charged by the sponsor for administrative services rendered for the previous year.

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 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

Res.App.613a

adjusted using the first quarter weighted average daily membership for the virtual charter school calculated pursuant to subsection A of this section.

C. Except as explicitly authorized by state law, a charter school shall not be eligible to receive state-dedicated, local or county revenue; provided, a charter school may be eligible to receive any other aid, grants or revenues allowed to other schools. A charter school shall be considered a local education agency for purposes of funding.

D. Any unexpended funds received by a charter school 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.

F. Except as otherwise provided in this subsection, each charter school shall pay to the Charter School Closure Reimbursement Revolving Fund created in subsection G of this section an amount equal to Five Dollars (\$5.00) per student based on average daily membership, as defined by paragraph 2 of Section 18-107 of this title, during the first nine (9) weeks of the school year. Each charter school shall complete the

Res.App.614a

payment every school year within thirty (30) days after the first nine (9) weeks of the school year. If the Charter School Closure Reimbursement Revolving Fund has a balance of One Million Dollars (\$1,000,000.00) or more on July 1, no payment shall be required the following school year.

G. There is hereby created in the State Treasury a revolving fund for the State Department of Education to be designated the “Charter School Closure Reimbursement Revolving Fund”. The fund shall be a continuing fund, not subject to fiscal year limitations, and shall consist of all monies received by the State Department of Education from charter schools as provided in subsection F of this section. All monies accruing to the credit of said fund are hereby appropriated and may be budgeted and expended by the State Department of Education for the purpose of reimbursing charter school sponsors for costs incurred due to the closure of a charter school. Expenditures from said 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. The State Department of Education may promulgate rules regarding sponsor eligibility for reimbursement.

Historical Data

Laws 1999, HB 1759, c. 320, § 17, emerg. eff. July 1, 1999; Amended by Laws 2004, SB 713, c. 472, § 2, emerg. eff. June 7, 2004 (superseded document available); Amended by Laws 2006, SB 1493, c. 278, § 1, emerg. eff. July 1, 2006 (superseded document available); Amended by Laws 2007, HB 1589, c. 257, § 1 (superseded document available); Amended by

Res.App.615a

Laws 2010, SB 2212, c. 204, § 1 (superseded document available); Amended by Laws 2010, HB 2753, c. 288, § 4, eff. November 1, 2010; Amended by Laws 2010, SB 1862, c. 290, § 4, eff. November 1, 2010 (repealed by Laws 2011, SB 553, c. 1, § 40, emerg. eff. March 18, 2011) (superseded document available); Amended by Laws 2011, SB 553, c. 1, § 39, emerg. eff. March 18, 2011 (superseded document available); Amended by Laws 2011, SB 256, c. 184, § 1 (superseded document available); Amended by Laws 2013, SB 267, c. 212, § 3, eff. September 1, 2013 (superseded document available); Amended by Laws 2015, SB 782, c. 170, § 6 (superseded document available); Amended by Laws 2020, SB 212, c. 61, § 1, emerg. eff. July 1, 2020 (repealed by Laws 2021, SB 1064, c. 101, § 10, emerg. eff. April 20, 2021) (superseded document available); Amended by Laws 2020, HB 3369, c. 122, § 1, eff. November 1, 2020 (superseded document available); Amended by Laws 2021, SB 1064, c. 101, § 9, emerg. eff. April 20, 2021 (superseded document available); Amended by Laws 2021, SB 229, c. 563, § 7, emerg. eff. May 28, 2021 (superseded document available).

§70-3-143. 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.

Historical Data

Laws 1999, HB 1759, c. 320, § 18, emerg. eff. July 1, 1999.

§70-3-144. 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.

Historical Data

Laws 1999, HB 1565, c. 351, § 16, emerg. eff. June 8, 1999; Amended by Laws 2004, SB 713, c. 472, emerg. eff. June 7, 2004 (superseded document available).

§70-3-145.1 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

Res.App.618a

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.

Historical Data

Laws 2012, SB 1816, c. 367, § 3, emerg. eff. July 1, 2012; Amended by Laws 2013, SB 267, c. 212, § 4, eff. September 1, 2013 (superseded document available).

§70-3-145.2 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.

Historical Data

Laws 2012, SB 1816, c. 367, § 4, emerg. eff. July 1, 2012.

§70-3-145.3 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

Res.App.620a

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

Res.App.621a

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.

Res.App.622a

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, a public school student who wishes 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

Res.App.623a

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

Res.App.624a

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.

1. A student shall be eligible to enroll in a statewide virtual charter school if he or she is a student whose parent or legal guardian is transferred or is pending transfer to a military installation within this state while on active military duty pursuant to an official military order.

2. A statewide virtual charter school shall accept applications by electronic means for enrollment and course registration for students described in paragraph 1 of this subsection.

3. The parent or legal guardian of a student described in paragraph 1 of this subsection shall

Res.App.625a

provide proof of residence in this state within ten (10) days after the published arrival date provided on official documentation. A parent or legal guardian may use the following addresses as proof of residence:

- a. a temporary on-base billeting facility,
- b. a purchased or leased home or apartment, or
- c. federal government or public-private venture off-base military housing.

4. The provisions of paragraph 3 of subsection H shall apply to students described in paragraph 1 of this subsection.

5. For purposes of this subsection:

- a. “active military duty” means full-time military duty status in the active uniformed service of the United States including members of the National Guard and Military Reserve on active duty orders, and
- b. “military installation” means a base, camp, post, station, yard, center, homeport facility for any ship or other installation under the jurisdiction of the Department of Defense or the United States Coast Guard.

J. 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.

K. 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.

Historical Data

Laws 2012, SB 1816, c. 367, § 5, emerg. eff. July 1, 2012; Amended by Laws 2013, SB 267, c. 212, § 5, eff. September 1, 2013 (superseded document available); Amended by Laws 2015, SB 136, c. 293, § 1 (superseded document available); Amended by Laws 2019, HB 1395, c. 272, § 1, emerg. eff. May 2, 2019 (superseded document available); Amended by Laws 2020, HB 2905, c. 27, § 2, emerg. eff. July 1, 2020 (superseded document available); Amended by Laws 2021, SB 69, c. 74, § 1, emerg. eff. July 1, 2021 (superseded document available).

§70-3-145.4 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.

Historical Data

Laws 2012, SB 1816, c. 367, § 6, emerg. eff. July 1, 2012; Amended by Laws 2013, SB 267, c. 212, § 6, eff. September 1, 2013 (superseded document available).

§70-3-145.5 School Districts - Virtual Education - Residency Requirement

A. Notwithstanding any other provision of law, beginning July 1, 2014, no school district shall 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.

Historical Data

Laws 2012, SB 1816, c. 367, § 7, emerg. eff. July 1, 2012; Amended by Laws 2013, SB 267, c. 212, § 7, eff. September 1, 2013 (superseded document available);

Amended by Laws 2022, SB 1238, c. 153, § 2, emerg. eff. July 1, 2022 (superseded document available).

§70-3-145.6 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.

Historical Data

Laws 2013, SB 169, c. 108, § 1, emerg. eff. July 1, 2013; Amended by Laws 2014, SB 1461, c. 277, § 2, emerg. eff. July 1, 2014 (superseded document available).

§70-3-145.7 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.

Historical Data

Laws 2015, SB 505, c. 225, § 1.

§70-3-145.8 Virtual Charter School Attendance Policy

A. It shall be the duty of each virtual charter school approved and sponsored by the Statewide Virtual 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:

Res.App.630a

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

Res.App.631a

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

Res.App.632a

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.

Historical Data

Laws 2017, SB 244, c. 247, § 1, eff. January 1, 2018; Amended by Laws 2020, HB 2905, c. 27, § 3, emerg. eff. July 1, 2020 (superseded document available).

OKLAHOMA STATUTES

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 2023)

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.

Res.App.634a

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.

**CHAPTER 24 - OKLAHOMA ADVANCED PLACEMENT
INCENTIVE PROGRAM**

**Section 1210.704 - Access to Advanced Placement
Courses**

Cite as: 70 O.S. § 1210.704 (OSCN 2023)

A. Beginning with the 2024–2025 school year, all public high schools in this state shall make a minimum of four advanced placement courses available to students.

B. Local boards of education in each district shall be responsible for ensuring annually that all high school students have access to advanced placement courses beginning in the 2024-2025 school year. Such access may be provided through enrollment in courses offered through:

1. A school site or sites within the district;
2. A career and technology institution within the district;
3. A program offered by the Statewide Virtual Charter School Board or one of its vendors; or
4. A school site or sites in another school district.

C. The Statewide Virtual Charter School Board shall maintain an online learning platform to provide high quality online learning opportunities for Oklahoma students that are aligned with the subject matter standards adopted by the State Board of Education pursuant to Section 11-103.6 of Title 70 of the Oklahoma Statutes. The Board shall implement online courses, with an emphasis on science, technology, engineering, and math (STEM) courses, foreign language,

age courses and advanced placement courses. The online platform shall be available to all Oklahoma school districts.

D. The State Department of Education shall provide information to all local boards of education, to be distributed to their students and parents, on available opportunities and the enrollment process for students to take advanced placement courses. The information shall explain the value of advanced placement courses in preparing students for postsecondary-level coursework, enabling students to gain access to postsecondary opportunities, and qualifying for scholarships and other financial aid opportunities.

E. The State Department of Education shall retain records of which options outlined in subsection B of this section local boards of education selected for their students and make the information available on the Department's website.

F. As used in this section, "advanced placement course" shall have the same meaning as provided in paragraph 1 of Section 1210.702 of Title 70 of the Oklahoma Statutes.

Historical Data

Laws 2020, HB 3400, c. 86, § 1, eff. November 1, 2020.

CHAPTER 1 - SCHOOL CODE OF 1971

ARTICLE XXIV - MISCELLANEOUS PROVISIONS

Section 24-157 - Prohibition of Mandatory Gender or Sexual Diversity Training or Counseling - Prohibited Course Concepts - Rule

Cite as: 70 O.S. § 24-157 (OSCN 2023)

Res.App.637a

A.

1. No enrolled student of an institution of higher education within The Oklahoma State System of Higher Education shall be required to engage in any form of mandatory gender or sexual diversity training or counseling; provided, voluntary counseling shall not be prohibited. Any orientation or requirement that presents any form of race or sex stereotyping or a bias on the basis of race or sex shall be prohibited.

2. Pursuant to the provisions of the Administrative Procedures Act, the Oklahoma State Regents for Higher Education shall promulgate rules, subject to approval by the Legislature, to implement the provisions of this subsection.

B. The provisions of this subsection shall not prohibit the teaching of concepts that align to the Oklahoma Academic Standards.

1. No teacher, administrator or other employee of a school district, charter school or virtual charter school shall require or make part of a course the following concepts:

- a. one race or sex is inherently superior to another race or sex,
- b. an individual, by virtue of his or her race or sex, is inherently racist, sexist or oppressive, whether consciously or unconsciously,
- c. an individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex,

Res.App.638a

- d. members of one race or sex cannot and should not attempt to treat others without respect to race or sex,
 - e. an individual's moral character is necessarily determined by his or her race or sex,
 - f. an individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex,
 - g. any individual should feel discomfort, guilt, anguish or any other form of psychological distress on account of his or her race or sex, or
 - h. meritocracy or traits such as a hard work ethic are racist or sexist or were created by members of a particular race to oppress members of another race.
2. The State Board of Education shall promulgate rules, subject to approval by the Legislature, to implement the provisions of this subsection.

Historical Data

Laws 2021, HB 1775, c. 426, § 1, emerg. eff. July 1, 2021.

CHAPTER 1 - SCHOOL CODE OF 1971
ARTICLE XVIII - STATE AID

Section 18-107 - Definitions

Cite as: 70 O.S. § 18-107 (OSCN 2023)

As used in this title:

- 1. "Average Daily Attendance" (ADA) means the legal average number of pupils, early childhood

Res.App.639a

education programs through grade twelve, in a school district during a school year as determined pursuant to the provisions of Section 18-111 of this title. A day of school for early childhood education programs and kindergarten shall be at least two and one-half (2 1/2) hours and, for early childhood education, may be six (6) hours.

2. "Average Daily Membership" (ADM) means the average number of pupils present and absent in a school district during a school year. Average Daily Membership shall be calculated by dividing the sum of the pupil's total days present and total days absent by the number of days taught.

- a. A pupil who has been absent without excuse ten (10) consecutive days shall be taken off the roll beginning the eleventh day and thereafter shall not be considered in a district's average daily membership calculation until the pupil is placed on the roll in the district. For the purpose of this paragraph, consecutive days means days for which enrollment is recorded.
- b. A pupil enrolled in a statewide virtual charter school who is behind pace and has not completed instructional activity as defined by Section 3-145.8 of this title for a fifteen-school-day-period, without excuse as authorized by Section 10-105 of this title, shall be taken off the roll beginning the sixteenth day and thereafter shall not be considered in the virtual charter school's average daily membership calculation until the pupil is placed on the roll in the virtual charter school.

Res.App.640a

3. “Total Adjusted Assessed Valuation” means the sum of public service property assessed valuation, personal property assessed valuation and real property assessed valuation as adjusted pursuant to the provisions of Section 18-109.1 of this title.

4. “Eighty-five percent (85%) of maximum allowable”, for the purpose of assessing class size penalty pursuant to Sections 18-113.1 and 18-113.2 of this title, means eighty-five percent (85%) of ten percent (10%) of the preceding year’s net assessed valuation of a school district. The calculation of indebtedness as provided for in paragraph a of subsection G of Section 18-113.1 and subparagraph a of paragraph 4 of subsection A of Section 18-113.2 of this title shall include the outstanding principal amount of bonds issued by the school district plus the principal amount of any bonds authorized by a vote of the people for issuance but not yet issued by the school district.

Historical Data

Laws 1971, HB 1163, c. 305, § 7, emerg. eff. June 17, 1971; Amended by Laws 1981, HB 1236, c. 347, § 14, emerg. eff. July 1, 1981; Amended by Laws 1983, HB 1179, c. 330, § 11, emerg. eff. July 1, 1983; Amended by Laws 1992, SB 741, c. 111, § 3, emerg. eff. July 1, 1992; Amended by Laws 1996, HB 2055, c. 215, § 1, emerg. eff. July 1, 1996; Amended by Laws 1998, HB 1657, c. 204, § 3, emerg. eff. July 1, 1998 (superseded document available); Amended by Laws 2020, HB 2905, c. 27, § 4, emerg. eff. July 1, 2020 (superseded document available).

CHAPTER 1 - SCHOOL CODE OF 1971
ARTICLE III - STATE DEPARTMENT OF EDUCATION

Section 3-145.8 - Virtual Charter School Attendance Policy

Cite as: 70 O.S. § 3-145.8 (OSCN 2023)

A. It shall be the duty of each virtual charter school approved and sponsored by the Statewide Virtual 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,

Res.App.642a

- 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

Res.App.643a

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.

Historical Data

Laws 2017, SB 244, c. 247, § 1, eff. January 1, 2018; Amended by Laws 2020, HB 2905, c. 27, § 3, emerg. eff. July 1, 2020 (superseded document available).

TITLE 25. DEFINITIONS AND GENERAL PROVISIONS
CHAPTER 8 - PUBLIC MEETINGS
OKLAHOMA OPEN MEETING ACT

Section 307 - Executive Sessions

Cite as: 25 O.S. § 307 (OSCN 2023), Oklahoma Open Meeting Act

A. No public body shall hold executive sessions unless otherwise specifically provided in this section.

B. Executive sessions of public bodies will be permitted only for the purpose of:

1. Discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee;
2. Discussing negotiations concerning employees and representatives of employee groups;
3. Discussing the purchase or appraisal of real property;

Res.App.645a

4. Confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest;
5. Permitting district boards of education to hear evidence and discuss the expulsion or suspension of a student when requested by the student involved or the student's parent, attorney or legal guardian;
6. Discussing matters involving a specific handicapped child;
7. Discussing any matter where disclosure of information would violate confidentiality requirements of state or federal law;
8. Engaging in deliberations or rendering a final or intermediate decision in an individual proceeding pursuant to Article II of the Administrative Procedures Act;
9. Discussing matters involving safety and security at state penal institutions or correctional facilities used to house state inmates;
10. Discussing contract negotiations involving contracts requiring approval of the State Board of Corrections, which shall be limited to members of the public body, the attorney for the public body, and the immediate staff of the public body. No person who may profit directly or indirectly by a proposed transaction which is under

Res.App.646a

consideration may be present or participate in the executive session; or

11. Discussing the following:
 - a. the investigation of a plan or scheme to commit an act of terrorism,
 - b. assessments of the vulnerability of government facilities or public improvements to an act of terrorism,
 - c. plans for deterrence or prevention of or protection from an act of terrorism,
 - d. plans for response or remediation after an act of terrorism,
 - e. information technology of the public body but only if the discussion specifically identifies:
 - (1) design or functional schematics that demonstrate the relationship or connections between devices or systems,
 - (2) system configuration information,
 - (3) security monitoring and response equipment placement and configuration,
 - (4) specific location or placement of systems, components or devices,
 - (5) system identification numbers, names, or connecting circuits,
 - (6) business continuity and disaster planning, or response plans, or

Res.App.647a

- (7) investigation information directly related to security penetrations or denial of services, or
- f. the investigation of an act of terrorism that has already been committed.

For the purposes of this subsection, the term “terrorism” means any act encompassed by the definitions set forth in Section 1268.1 of Title 21 of the Oklahoma Statutes.

C. Notwithstanding the provisions of subsection B of this section, the following public bodies may hold executive sessions:

1. The State Banking Board, as provided for under Section 306.1 of Title 6 of the Oklahoma Statutes;
2. The Oklahoma Industrial Finance Authority, as provided for in Section 854 of Title 74 of the Oklahoma Statutes;
3. The Oklahoma Development Finance Authority, as provided for in Section 5062.6 of Title 74 of the Oklahoma Statutes;
4. The Oklahoma Center for the Advancement of Science and Technology, as provided for in Section 5060.7 of Title 74 of the Oklahoma Statutes;
5. The Oklahoma Health Research Committee for purposes of conferring on matters pertaining to research and development of products, if public disclosure of the matter discussed would interfere with the development of patents, copyrights, products, or services;

Res.App.648a

6. The Workers' Compensation Commission for the purposes provided for in Section 20 of Title 85A of the Oklahoma Statutes;
7. A review committee, as provided for in Section 855 of Title 62 of the Oklahoma Statutes;
8. The Child Death Review Board for purposes of receiving and conferring on matters pertaining to materials declared confidential by law;
9. The Domestic Violence Fatality Review Board as provided in Section 1601 of Title 22 of the Oklahoma Statutes;
10. The Opioid Overdose Fatality Review Board, as provided in Section 2-1001 of Title 63 of the Oklahoma Statutes;
11. All nonprofit foundations, boards, bureaus, commissions, agencies, trusteeships, authorities, councils, committees, public trusts, task forces or study groups supported in whole or part by public funds or entrusted with the expenditure of public funds for purposes of conferring on matters pertaining to economic development including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate within their jurisdiction if public disclosure of the matter discussed would interfere with the development of products or services or if public disclosure would violate the confidentiality of the business;
12. The Oklahoma Indigent Defense System Board for purposes of discussing negotiating strategies in connection with making possible counteroffers to offers to contract to provide legal

representation to indigent criminal defendants and indigent juveniles in cases for which the System must provide representation pursuant to the provisions of the Indigent Defense Act;

13. The Quality Investment Committee for purposes of discussing applications and confidential materials pursuant to the terms of the Oklahoma Quality Investment Act;

14. The Oklahoma Municipal Power Authority established pursuant to Section 24-101 et seq. of Title 11 of the Oklahoma Statutes and in its role as an electric utility regulated by the federal government, for purposes of discussing security plans and procedures including, but not limited to, cybersecurity matters; and

15. The Oklahoma Tax Commission for purposes of discussing confidential taxpayer matters as provided in Section 205 of Title 68 of the Oklahoma Statutes, and in compliance with subsection E of this section.

D. Except as otherwise specified in this subsection, an executive session for the purpose of discussing the purchase or appraisal of real property shall be limited to members of the public body, the attorney for the public body and the immediate staff of the public body. No landowner, real estate salesperson, broker, developer or any other person who may profit directly or indirectly by a proposed transaction concerning real property which is under consideration may be present or participate in the executive session, unless they are operating under an existing agreement to represent the public body.

Res.App.650a

E. No public body may go into an executive session unless the following procedures are strictly complied with:

1. The proposed executive session is noted on the agenda as provided in Section 311 of this title;
2. The executive session is authorized by a majority vote of a quorum of the members present and the vote is a recorded vote; and
3. Except for matters considered in executive sessions of the State Banking Board and the Oklahoma Tax Commission, and which are required by state or federal law to be confidential, any vote or action on any item of business considered in an executive session shall be taken in public meeting with the vote of each member publicly cast and recorded.

F. A willful violation of the provisions of this section shall:

1. Subject each member of the public body to criminal sanctions as provided in Section 314 of this title; and
2. Cause the minutes and all other records of the executive session including tape recordings, to be immediately made public.

Historical Data

Laws 1977, HB 1416, c. 214, § 7, eff. October 1, 1977; Amended by Laws 1985, HB 1339, c. 168, § 9, emerg. eff. June 18, 1985; Amended by Laws 1985, HB 1384, c. 218, § 1, eff. November 1, 1985; Amended by Laws 1986, HB 1371, c. 264, § 12, emerg. eff. July 1, 1986; Amended by Laws 1987, HB 1267, c. 61, § 20, emerg.

Res.App.651a

eff. May 4, 1987; Amended by Laws 1987, HB 1444, c. 222, § 115, emerg. eff. July 1, 1987; Amended by Laws 1988, HB 1798, c. 153, § 7, emerg. eff. July 1, 1988; Amended by Laws 1989, HB 1113, c. 7, § 1, emerg. eff. emerg. eff. March 27, 1989; Amended by Laws 1989, SB 154, c. 200, § 1, emerg. eff. May 8, 1989; Amended by Laws 1992, HB 2409, c. 12, § 1, eff. September 1, 1992; Amended by Laws 1993, HB 1228, c. 69, § 1, eff. September 1, 1993; Amended by Laws 1993, HB 1136, c. 195, § 3, emerg. eff. July 1, 1993; Amended by Laws 1994, HB 2427, c. 384, § 13, emerg. eff. July 1, 1994; Amended by Laws 1998, HB 2863, c. 201, § 6, emerg. eff. May 11, 1998 (superseded document available); Amended by Laws 1998, SB 996, c. 315, § 2, emerg. eff. May 28, 1998 (superseded document available); Amended by Laws 1999, HB 1845, c. 1, § 10, emerg. eff. February 24, 1999 (superseded document available); Amended by Laws 2001, HB 1372, c. 284, § 3, emerg. eff. July 1, 2001 (superseded document available); Amended by Laws 2003, SB 395, c. 175, § 1, emerg. eff. May 5, 2003 (superseded document available); Amended by Laws 2006, HB 1619, c. 1, §§ 11, 15, eff. July 1, 2007; Laws 2005, SB 755, c. 239, State Question 725, Legis. Ref. No. 340, approved by the people at the general election held November 7, 2006 (superseded document available); Amended by Laws 2015, HB 1032, c. 109, § 1, eff. November 1, 2015 (superseded document available); Amended by Laws 2018, SB 898, c. 51, § 1 (superseded document available); Amended by Laws 2018, HB 2798, c. 252, § 1, eff. November 1, 2018 (superseded document available); Amended by Laws 2019, HB 2367, c. 476, § 57, emerg. eff. May 28, 2019 (superseded document available); Amended by Laws 2021, SB 118, c. 130, § 1, eff. November 1, 2021 (superseded document available);

Amended by Laws 2022, SB 1298, c. 182, § 1, eff. November 1, 2022 (superseded document available).

APPENDIX J.
**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 written request to the Statewide Virtual Charter School Board records custodian, by fax, email, regular mail or in person. A form is available on the Board's website. In addition, all records requests must comply with the Open

Res.App.655a

Records Act at 51 O.S. § 24A.1 et seq. and all of the following provisions:

- (1) All records requests must include:
 - (A) Identification and contact information of the individual and/or entity making the request;
 - (B) 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; and
 - (C) 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) 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.
- (3) In addition, the records custodian shall promptly notify the Requester if records responsive to the request exist and whether the search will incur any fees and costs pursuant to 51 O.S. § 24A.5.
- (4) 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, or if fees and costs have not been paid, 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) 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.

Res.App.657a

- (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.

Res.App.662a

(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;

Res.App.664a

- (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 Board Advisor counsel to assist the Board in ruling on motions, 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 motions, the evidence, competency of the witnesses and other questions of law.

(f) Legal counsel. In accordance with 74 O.S. § 20i (2014), the Chairperson of the Board may request

a private attorney on behalf of the Statewide Virtual Charter School Board and contract for legal representation.

(g) 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).

(h) Motions. All requests for action in an individual proceeding before the Board or hearing officer 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:

Res.App.666a

- (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.
- (5) If the non-moving party wishes to file a response to a motion, the response must be filed with the Board ten (10) business days from the date of service and served on the opposing party.

(i) 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

Res.App.667a

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.

(j) 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:

Res.App.669a

- (i) The motion shall comply with all of the requirements of (g) of this Section; and
 - (ii) The motion shall be filed at least fifteen (15) 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 response 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

Res.App.670a

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 officer 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 (g) 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) Objections to subpoenas.** Any party to the proceeding may oppose the issuance of a subpoena by filing a response to the motion for issuance within five (5) business days of receipt of service of the motion for subpoena. The Board may deny the issuance of a subpoena if, in its discretion, the request for subpoena is not necessary and proper for purposes of the individual proceeding.
- (iii) Service of a subpoena.** Subpoenas shall be served as set forth in (i)(1)(A) or (i)(1)(B).
- (iv) Quashing a subpoena.** Any party or the recipient of the subpoena 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.
- (v) 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 or grant a party's motion for the party to seek compliance with the subpoena from the district court. 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.

(vi) 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, or within a different time by agreement of the parties.

(2) Admissibility and consideration of evidence. The Board or hearing officer 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:

Res.App.674a

- (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 officer on the same grounds. If the petitioner fails to appear at the scheduled hearing without prior notification to the Statewide Virtual Charter School Board 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

Res.App.676a

fails to prove the allegations by clear and convincing evidence, the petition shall be dismissed.

(n) Decisions. After the conclusion of the hearing, a decision will be rendered on the petition.

(1) If the Board presided over the hearing, deliberations may be held in executive session pursuant to the provisions of the Open Meeting Act set forth at 25 O.S. § 307. After deliberations, the decision of the Board shall be announced in open session. Within a reasonable amount of time, the Board shall render a Final Order containing 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), and of the testimony of witnesses taken under oath.

(2) If a hearing officer presided over the hearing, the hearing officer may allow the parties to prepare and submit proposed findings of fact and conclusions of law within a reasonable period of time following the hearing. Then, as expeditiously as possible, the hearing officer shall prepare proposed findings of fact and conclusions of law and submit them to the Board. 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 for the final order.

(o) Final order. As the final determination of the matter, the final order shall constitute the final

Res.App.677a

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 (r) 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 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.

(p) Communication with parties. Unless required for the disposition of ex parte matters authorized by law, the Chairperson and the members of the Board, or the hearing officer if applicable, shall not communicate, directly or indirectly, in connection with any issue of fact, with any 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 in compliance with the Open Meeting Act and have the aid and advice of one or more personal assistants. Advice may also be secured from the Attorney General's office.

(q) 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:

Res.App.678a

- (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.

(r) 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

Res.App.679a

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;

Res.App.680a

- (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.

(s) 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, leased or owned by the school, 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.

“Educational Management Organization or **“EMO”** 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.

“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” or **“Board”** means the Statewide Virtual Charter School Board.

“OCAS” means the Oklahoma Cost Accounting System.

777:10-1-3. School establishment requirements

(a) Information Technology Systems and Facilities. 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

Res.App.683a

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) Established secure connectivity to state reporting systems; Every approved statewide virtual charter school must verify connections to state-reporting systems that meet federal and state requirements for student data, student privacy, and applicable laws and statutes. 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.

(b) Governing Boards.

(1) All virtual charter schools authorized by the Statewide Virtual Charter School Board shall be governed by a board whose members are separate and distinct from any/all other school governing boards.

Res.App.684a

(2) Any board member serving on two (2) governing boards shall abstain from voting on shared services between the virtual charter school and any other school on which they serve as a board member.

(3) School governing boards are required to have a minimum of (5) members, at least one (1) of which shall be a parent, grandparent, or guardian of currently or previously enrolled student(s).

(4) School governing board by-laws shall include specific terms of service for board members and methods for selections and re-appointment (if applicable).

777:10-1-4. Educational Management Organizations

Any virtual charter school that contracts with or otherwise utilizes an educational management organization shall abide by the following:

(1) The relationship of the charter school and an educational management organization is that of a customer and vendor. As such, the charter school and the educational management organization shall be separate entities in all aspects.

(2) The name of the educational management organization shall not be the same or similar to the name of the charter school.

(3) Charter school and governing body email addresses shall not be connected to the same web domain as the educational management organization or have the same email addresses as the educational management organization.

Res.App.685a

(4) All funds utilized to operate the charter school, including, but not limited to, paying charter school employees, providing curriculum, technology, supplies, and/or extra-curricular activities to students shall be maintained in public charter school accounts and controlled by charter school employees.

(5) All payments to educational management organizations shall be supported by documentation on file including, but not limited to, purchase orders, invoices, OCAS coding details, staff approvals, and board approvals. Prior to payments from the school to educational management organizations, all funds shall be maintained in public school accounts, subject to open records requests and audits.

(6) All products and services provided as well as all management fees charged by the educational management organization shall be specifically listed and explained in the management contract. Any amendments to the contract shall be provided to the sponsor within five (5) business days of approval by the school's governing body.

(7) School governing boards shall evaluate their educational management organization annually and submit the evaluation to the SVCSB.

(8) An owner of an educational management organization shall not serve as superintendent of the virtual charter school.

**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) calendar days of receipt of notification of rejection;

(7) Board decision on amended application, if applicable, within thirty (30) calendar 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 incor-

Res.App.688a

porated 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;

Res.App.689a

- (C) Student grade placement, promotion, retention, and graduation requirements;
- (D) Use and maintenance of charter school property and facilities, including:
 - (i) Virtual provider technology protocols that ensure conformity to the Rehabilitation Act of 1973 Sections 504 and 508 provisions for electronic and information technology, W3C's Web Content Accessibility guidelines, and Oklahoma's Information Technology Accessibility Standards to include minimum and recommended specifications for hardware, software, operating system, and Internet service, 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;
- (E) Contracts with prospective contractors, including, but not limited to, any educational management organization, in which all products and services as well as all management fees are specifically listed and explained; and
- (F) 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

Res.App.690a

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 key design elements and performance indicators of the school program that align with and support the school's mission and will be implemented to ensure student success.
 - (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) proposed governing by-laws;
 - (iv) meeting schedules for governing body;
 - (v) a list of advisory bodies;
 - (vi) external organizations applicable to school management;

Res.App.691a

- (vii) make-up of governing body, including proof of Oklahoma residency for a majority of Board members.
 - (viii) start-up plan including a detailed listing and reporting frequency of academic, operational, and financial measures;
 - (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

Res.App.692a

- 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 including, but not limited to, any financial support from a third-party including loans, deficit protection, and other financial leverage;
 - (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 grade level and subject matter growth and proficiency, graduation, and college career readiness, including, but not limited to:
- (i) grade levels served;

Res.App.693a

- (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, which must include historical data and evaluation of the selected curriculum and instructional model, accreditations earned, and NCAA course certification status;
- (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, English Language Learners (ELL), and other students identified through testing and assessments requiring targeted remediation, intervention, and/or support);
- (vii) co-curricular and extracurricular activities;

Res.App.694a

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

Res.App.695a

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

Res.App.696a

- (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 records and data, parent/legal guardian access to student records and data and privacy of student records and data in compliance with all provisions of the Family Education Rights and Privacy Act of 1974 (FERPA) and the Individuals with Disabilities Education Act (IDEA), and ensures student records and data are exclusively the property of the school and the state of Oklahoma;
- (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 and enforce 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;

Res.App.697a

- (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.;

Res.App.698a

- (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.

Res.App.699a

(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 (2) 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

Res.App.700a

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 accountability, online education, school governance, 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 successful virtual charter schools;
 - (i) If the applicant cannot demonstrate previous experience in operation of one or more successful 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 one or more successful virtual charter schools,

Res.App.702a

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 in the prelaunch and operational years of the proposed school;
- (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 effective 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 paragraph two (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) calendar 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) calendar 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

Res.App.705a

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 of educational management organization upon request by the sponsor;

Res.App.706a

- (H) Terms providing that the charter school shall comply with Constitutional appropriation requirements, including but not limited to, including a non-appropriation clause in multi-year contracts with vendors conditioning such agreements upon continued legislative appropriations;
 - (I) Terms providing that the school is subject to requests for audit by the State Auditor's office;
 - (J) Terms providing that the charter school and its governing board shall be subject to the same conflict of interest requirements as members of local school boards including, but not limited to, Sections 5-113 and 5-124 of Title 70 of the Oklahoma Statutes. No governing board member, school staff member, or contractor/vendor shall receive pecuniary gain, incidentally or otherwise, from the earnings of the educational management organization or school.
- (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

Res.App.708a

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 non-renewal 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:

Res.App.709a

- (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 (2) pages in length providing a brief overview of the school's mission, key school design elements, performance indicators and related data, 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

Res.App.710a

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 re-authorization 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;
 - (v) Strategic planning; and
 - (vi) Corrective Action Plan (if required).
- (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) calendar 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 paragraph one (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 accounting and 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;

Res.App.714a

- (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

Res.App.715a

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) Tiered school oversight process. The performance framework sets forth the performance indicators for authorization of virtual charter schools in the State. Schools shall meet or show evidence of significant progress toward meeting the required standard accountability indicators as a condition of continued authorization.

(1) The Statewide Virtual Charter School Board provides a tiered school oversight process that includes a system of monitoring and oversight functions to ensure the school's compliance with all applicable laws, regulations, rules, and terms of the charter contract.

(2) The tiered school oversight process shall provide for review, notices, warnings, probation, and closure of schools that fail to meet the standard accountability indicators. If a school does

not take action to comply, the Statewide Virtual Charter School Board may proceed with steps at an appropriate level of concern.

(3) The tiered school oversight process is designed to allow the Statewide Virtual Charter School Board to take appropriate action at any level based on each unique situation that may be identified through the performance framework or identified through another process.

- (A) The Statewide Virtual Charter School Board shall perform an annual review and evaluation of the performance of all virtual charter schools. The performance framework includes the indicators assessed and required in statute, rules, and the charter contract. The performance framework is presented annually to the Statewide Virtual Charter School Board and the school's governing board in an open meeting. These indicators may identify potential concerns for further review and research.
- (B) Using the results of the performance framework, Statewide Virtual Charter School Board staff reviews and research identified potential concerns to determine the nature and severity of the concern and possible corrective actions. The school is expected to take action to remedy identified deficiency(ies).
- (C) Unresolved deficiency(ies) identified in the review and research stage of the tiered school oversight process will

Res.App.719a

generate a notice of concern, issued by Statewide Virtual Charter School Board staff and sent to members of the Statewide Virtual Charter School Board and the school's governing board. Terms and timeline to resolve deficiency(ies) will be included in the notice of concern. The Statewide Virtual Charter School Board may offer support and resources.

- (D) A formal warning action to address unresolved deficiency(ies) or other serious concern(s) may be taken by the Statewide Virtual Charter School Board in an open meeting. The warning shall include deficiency(ies), terms and timeline for resolution and requires the school to take action. Support and resources may be made available and/or required.
- (E) Probation is a formal action taken by the Statewide Virtual Charter School Board in an open meeting and as a final opportunity for a school to resolve a deficiency(ies). A final plan from the virtual charter school is required.
- (F) Closure is a formal action taken by the Statewide Virtual Charter School Board in open meeting on school who fails to resolve a deficiency(ies). It is a final action and requires the Statewide Virtual Charter School Board and the school's governing board to follow the Closure Plan.

(b) Oversight and annual performance review. The Statewide Virtual Charter School Board will provide ongoing oversight of the charter schools through data and evidence collection, site visits, attendance of governing board meetings, compliance checks, and school performance reviews. At the end of each year, schools will be subject to an annual performance review consisting of a compilation of performance ratings and findings based on the performance framework standards. Results will be shared with key stakeholders.

The charter school will have forty-five (45) calendar to respond to the annual performance review in writing and such response will become part of the public record.

(c) Performance framework. The performance framework for designated virtual charter schools establishes accountability criteria and assesses schools in the areas of academic, financial, and organizational capacities.

(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 accountability indicators and measurements in each category and grade level 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 Langu-

Res.App.721a

age Arts? Meets standard accountability indicator(s):

- (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 OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.
- (B) Are students achieving proficiency on state-wide assessments in Math? Meets standard accountability indicator(s):
- (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 OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.
- (C) Are students enrolled in the school for two (2) or more consecutive academic years achieving proficiency on statewide assessments in Reading/English Language Arts? Meets standard accountability indicator(s):

Res.App.722a

- (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 OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.
- (D) Are students enrolled in the school for two (2) or more consecutive academic years achieving proficiency on statewide assessments in Math? Meets standard accountability indicator(s):
- (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 OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.
- (E) Are students enrolled in the school for four (4) or more consecutive academic years achieving proficiency on statewide assessments in Reading/English Language Arts? Meets standard accountability indicator(s):

Res.App.723a

- (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 OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.
- (F) Are students enrolled in the school for four (4) or more consecutive academic years achieving proficiency on statewide assessments in Math? Meets standard accountability indicator(s):
- (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 OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.
- (G) Are students in the special education subgroup achieving proficiency on statewide assessments in Reading/English Language Arts? Meets standard accountability indicator(s):

Res.App.724a

- (i) The percentage of students in the special education subgroup 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 in the special education subgroup scoring proficient or above at each grade level on the OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.
- (H) Are students in the special education subgroup achieving proficiency on statewide assessments in Math? Meets standard accountability indicator(s):
- (i) The percentage of students in the special education subgroup 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 in the special education subgroup scoring proficient or above at each grade level on the OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.
- (I) Are students in the special education subgroup enrolled for two (2) or more consecutive academic years achieving proficiency on

Res.App.725a

statewide assessments in Reading/English Language Arts? Meets standard accountability indicator(s):

- (i) The percentage of students in the special education subgroup 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 in the special education subgroup scoring proficient or above at each grade level on the OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.
- (J) Are students in the special education subgroup enrolled for two (2) or more consecutive academic years achieving proficiency on statewide assessments in Math? Meets standard accountability indicator(s):
- (i) The percentage of students in the special education subgroup 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 in the special education subgroup scoring proficient or above at each grade level on the OSTP state assessments is improved five percent (5%) or greater compared to the

Res.App.726a

prior school year of the charter contract term.

- (K) Are students in the special education subgroup enrolled for four (4) or more consecutive academic years achieving proficiency on statewide assessments in Reading/English Language Arts? Meets standard accountability indicator(s):
 - (i) The percentage of students in the special education subgroup 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 in the special education subgroup scoring proficient or above at each grade level on the OSTP state assessments is improved five percent (5%) or greater compared to the prior school of the charter contract term.

- (L) Are students in the special education subgroup enrolled for four (4) or more consecutive academic years achieving proficiency on statewide assessments in Math? Meets standard accountability indicator(s):
 - (i) The percentage of students in the special education subgroup 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

Res.App.727a

- (ii) The percentage of students in the special education subgroup scoring proficient or above at each grade level on the OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.
- (M) Are students in the economically disadvantaged subgroup achieving proficiency on statewide assessments in Reading/English Language Arts? Meets standard accountability indicator(s):
- (i) The percentage of students in the economically disadvantaged subgroup 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 in the economically disadvantaged subgroup scoring proficient or above at each grade level on the OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.
- (N) Are students in the economically disadvantaged subgroup achieving proficiency on statewide assessments in Math? Meets standard accountability indicator(s):
- (i) The percentage of students in the economically disadvantaged subgroup scoring proficient or above at each grade

Res.App.728a

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 in the economically disadvantaged subgroup scoring proficient or above at each grade level on the OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.
- (O) Are students in the economically disadvantaged subgroup enrolled for two (2) or more consecutive academic years achieving proficiency on statewide assessments in Reading/English Language Arts? Meets standard accountability indicator(s):
- (i) The percentage of students in the economically disadvantaged subgroup 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 in the economically disadvantaged subgroup scoring proficient or above at each grade level on the OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.
- (P) Are students in the economically disadvantaged subgroup enrolled for two (2) or more

Res.App.729a

consecutive academic years achieving proficiency on statewide assessments in Math? Meets standard accountability indicator(s):

- (i) The percentage of students in the economically disadvantaged subgroup 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 in the economically disadvantaged subgroup scoring proficient or above at each grade level on the OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.
- (Q) Are students in the economically disadvantaged subgroup enrolled for four (4) or more consecutive academic years achieving proficiency on statewide assessments in Reading/English Language Arts? Meets standard accountability indicator(s):
- (i) The percentage of students in the economically disadvantaged subgroup 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 in the economically disadvantaged subgroup scoring proficient or above at each grade

Res.App.730a

level on OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.

- (R) Are students in the economically disadvantaged subgroup enrolled for four (4) or more consecutive academic years achieving proficiency on statewide assessments in Math? Meets standard accountability indicator(s):
- (i) The percentage of students in the economically disadvantaged subgroup 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 in the economically disadvantaged subgroup scoring proficient or above at each grade level on the OSTP state assessments is improved five percent (5%) or greater compared to the prior school 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? Meets standard accountability indicator(s):
- (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

Res.App.731a

- (ii) The school's most recent graduation rate as reported by the State Department of Education, increased twenty percent (20%) or more of the difference between the graduation rate of the baseline year and 100% over the past two (2) years.
- (T) Based on the extended-year adjusted graduation rate, does the school meet the expectations for student graduation? Meets standard accountability indicator(s): Evidence supports a majority of extended-year students graduating.
 - (U) Did the school meet the expectation for graduating eligible seniors (students within six (6) credits of graduation) during the most recent year? Meets standard accountability indicator(s): The percent of eligible seniors, students within six (6) credits of graduation, 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) Do the school's students demonstrate College and Career Readiness? Meets standard accountability indicator(s):
 - (i) College:
 - (I) Achieved minimum required test score for entry without taking remediation:
 - a. High School Transcript of a 2.0 (C average) or higher; or

Res.App.732a

- b. American College Testing (ACT);
or
 - c. Scholastic Aptitude Test (SAT);
or
 - d. Other recognized college entrance exams such as Accuplacer or the Classical Learning Test; and
- (II) Acceptance to a college or university; and
 - (III) Successful completion and submission of a college FAFSA form.
- (ii) Career:
- (I) Accepted to the Military; or
 - (II) Evidence of sustainable employment; or
 - (III) Completed an authorizer or state approved Career and Technical Education Certificate.
- (W) Is the school's college remediation rate equal to or less than the state remediation rate? Meets standard accountability indicator(s): 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) Oklahoma performance measures will be used to assess the school's fiscal viability, including audit findings, quarterly financials, regulatory reporting, and compliance with all applicable statutes, laws and regulations. Financial perfor-

Res.App.733a

mance accountability indicators and measurements in each category are listed below.

- (A) Did the school's most recent annual financial statement audit have findings? Meets standard accountability indicator(s): There were no findings of significant deficiencies, material noncompliance, or known fraud on the school's most recent independent financial audit.
- (B) Did the most recent annual report on internal control over financial reporting disclose any significant or material deficiencies? Meets standard accountability indicator(s): There were no findings of significant deficiencies, material weaknesses or instances of non-compliance on the most recent annual report on internal control over financial reporting.
- (C) Did the school consistently submit appropriate quarterly financial reports to the State-wide Virtual Charter School Board over the most recent year? Meets standard accountability indicator(s): Appropriate reports were submitted in the Oklahoma Cost Accounting System (OCAS) format, verified by the school treasurer, on time, and indicating financial stability of the school.
- (D) Was the school subject to an audit by the State Auditor and Inspector and, if so, were there any findings? Meets standard accountability indicator(s): There were no findings of significant deficiencies, material noncompliance or known fraud on the school's most recent audit by the State Auditor and Inspector.

Res.App.734a

- (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, and Oklahoma Cost Accounting System (OCAS)? Meets standard accountability indicator(s): The State Department of Education confirms financial reporting expectations were fulfilled over the most recent year.
- (F) Was the school's most recent fiscal year OCAS data submitted to the State Department of Education, properly certified by the school leader, and accepted by the State Department of Education? Meets standard accountability indicator(s): The school submitted OCAS data for the most recent fiscal year to the State Department of Education, certified by the school leader, and accepted State Department of Education.
- (G) Did the school submit timely the most recent annual financial statement audit to the State Department of Education? Meets standard accountability indicator(s): The school submitted timely the most recent financial statement audit to the State Department of Education.
- (H) Did the State Department of Education require a corrective action plan as part of their followup to the financial statement audit submission? Meets standard accountability indicator(s): No corrective action plan was required in the response from the State

Res.App.735a

Department of Education to the most recently submitted annual financial statement audit.

- (I) If a corrective action plan was required by the State Department of Education, did the plan sufficiently address the issues and was the plan accepted by the State Department of Education? Meets standard accountability indicator(s): The corrective action plan required by the State Department of Education sufficiently addressed the issues and was accepted by the State Department of Education.
- (J) If a corrective action plan was required by the State Department of Education for the prior fiscal year, can it be confirmed that the corrective action measures were followed in the most recent fiscal year? Meets standard accountability indicator(s): The corrective action plan required by the State Department of Education for the prior fiscal year was followed by the school in the most recent fiscal year.
- (K) Did the school have a negative fund balance at the end of the most recent fiscal year? Meets standard accountability indicator(s): The school did not have a negative general fund balance as of the end of the prior fiscal year.
- (L) Did the Days Cash on Hand ratio fall below thirty (30) days during the fiscal year? Meets standard accountability indicator(s): Evidence supports that the school maintained a Days

Res.App.736a

Cash on Hand ratio of thirty (30) days or more at the end of each fiscal quarter.

- (M) Did the school fail to pay any commitments, warrants, or debts? Meets standard accountability indicator(s): Evidence supports the school paid all commitments, warrants, and debts.
- (N) Did the school maintain a fund balance of greater than ten percent (10%) of the prior fiscal year's total expenditures? Meets standard accountability indicator(s): Evidence supports that the school maintained a fund balance greater than ten percent (10%) of the prior fiscal year's total expenditures measured at the end of each fiscal quarter.
- (O) Is the school's enrollment (average daily membership) for the first nine (9) weeks greater than or equal to eighty-five percent (85%) of last year's enrollment? Meets standard accountability indicator(s): The first quarter statistical report indicates enrollment did not decline by more than fifteen percent (15%) in comparison to the end of year enrollment from the prior year.
- (P) Does the school's governing board review periodic financial statements including a statement of financial position (balance sheet), statement of activities (income statement), and statement of cash flows? Meets standard accountability indicator(s): Evidence supports that the governing board reviews the school's periodic financial statements at the public governing board meetings.

Res.App.737a

- (Q) Does the school's governing board review and approve changes to the budget as significant changes to revenues and expenditures occur? Meets standard accountability indicator(s): Evidence supports that the school's governing board reviews and approves changes to the budget at the public governing board meetings throughout the year as revenues and expenditures change significantly.
 - (R) Does the school's governing board review financial forecasting models prior to annual budget adoption? Meets standard accountability indicator(s): Evidence supports that the school's governing board participates in annual review of financial forecasting prior to budget adoption during a public governing board meeting.
 - (S) Does the school's governing board review the audited financial statements and address all findings? Meets standard accountability indicator(s): Evidence supports that the school's governing board reviews the audited financial statements and addresses all findings in a public governing board meeting.
- (3) Oklahoma performance measures will be used to assess the school's organizational performance including organizational structure, governance, record of compliance, attendance, recurrent enrollment, accreditation, and student support. Organizational performance accountability indicators and measurements in each category are listed below.
- (A) Is the school faithful to its mission and implementing key design elements and per-

Res.App.738a

formance metrics within the approved charter contract? Meets standard accountability indicator(s): Evidence supports faithfulness to the school's mission and implementation of key design elements of school.

- (B) Does the school follow appropriate procedures to ensure all students have equitable access to services and opportunities for success? Meets standard accountability indicator(s): 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? Meets standard accountability indicator(s): Evidence supports approved and appropriate policies and procedures are implemented and communicated.
- (D) Does the school adhere to applicable state and federal laws and regulations? Meets standard accountability indicator(s): Evidence supports the school adheres to state and federal laws and regulations.
- (E) Does the school adhere to the terms of the charter contract? Meets standard accountability indicator(s): Evidence supports the school adheres to the charter contract.
- (F) Does a stable governing board exist? Meets standard accountability indicator(s): Evidence supports history of board stability exists.

Res.App.739a

- (G) Does the governing board recruit, select, orient, and train members with skills and expertise to enable them to govern the school appropriately? Meets standard accountability indicator(s): Board agendas and minutes document board member activities.
- (H) Does the charter school comply with the Open Meeting Act and Open Records Act? Meets standard accountability indicator(s): Evidence supports 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? Meets standard accountability indicator(s): The charter school has provided the Statewide Virtual Charter School Board with all requested school records.
- (J) Does the educational management organization provide transparency through Statewide Virtual Charter School Board access to school records? Meets standard accountability indicator(s): The educational management organization 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? Meets standard accountability indicator(s): The State Department of Education confirms reporting expectations fulfilled.

Res.App.740a

- (L) Did the school consistently meet the reporting expectations as required by the Statewide Virtual Charter School Board? Meets standard accountability indicator(s): Reporting expectations fulfilled as required – ninety percent (90%) or above in both on-time and accuracy categories.
- (M) 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? Meets standard accountability indicator(s): 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.
- (N) Did the school receive accreditation from the State Department of Education? Meets standard accountability indicator(s): The school received accreditation with no deficiencies noted from the State Department of Education.
- (O) Does the school meet the expectations for student attendance? Meets standard accountability indicator(s): Evidence supports the school met State expectations for student attendance.
- (P) Does recurrent enrollment of students meet expectations? Meets standard accountability indicator(s): The school's student recurrent enrollment rate meets the expectations

Res.App.741a

indicated by the methodology used for public schools in Oklahoma.

- (Q) 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? Meets standard accountability indicator(s): Students and families have access to multiple support structures twenty-four (24) hours per day and seven (7) days per week.
 - (R) Does the school and governing board engage in strategic planning that results in establishment of school goals and verifiable school improvement? Meets standard accountability indicator(s): Evidence supports that the school and governing board engage in strategic planning resulting in establishment of school goals and verifiable school improvement.
- (4) A Performance Framework Index will be calculated based on the following categories:
- (A) Academic (A) Calculation - (Score) * (Weight) = A with a weight of 40%.
 - (B) Financial (F) Calculation - (Score) * (Weight) = F with a weight of 35%.
 - (C) Organizational (O) Calculation - (Score) * (Weight) = O with a weight of 25%.

- (D) As set forth in 70 O.S. § 3-137, Performance Framework scores will guide reauthorization procedures.
- (i) A Performance Framework Index (PFI) score of 75% 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 60-74% 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 60% 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”.

(d) Performance framework for designated alternative education sites. The performance framework for designated virtual charter school

Res.App.743a

alternative education sites establishes accountability criteria and assesses schools in the areas of academic, financial, and organizational capacities. Designated alternative education sites are those that conform to the program requirements set forth in 70 O.S. § 1210-568 and are designated as alternative education sites by the State Board of Education.

(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 accountability indicators and measurements in each category and grade level 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 state-wide assessments in Reading/English Language Arts? Meets standard accountability indicator(s):

(i) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) totaled and averaged for all state schools designated as alternative education sites will be the baseline for comparison. The school's percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the baseline; or

Res.App.744a

- (ii) The percentage of students scoring proficient or above at each grade level on the OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.
- (B) Are students achieving proficiency on state-wide assessments in Math? Meets standard accountability indicator(s):
- (i) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) totaled and averaged for all state schools designated as alternative education sites will be the baseline for comparison. The school's percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the baseline; or
 - (ii) The percentage of students scoring proficient or above at each grade level on the OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.
- (C) Are students enrolled in the school for two (2) or more consecutive academic years achieving proficiency on statewide assessments in Reading/English Language Arts? Meets standard accountability indicator(s):
- (i) The percentage of students scoring proficient or above at each grade level on

Res.App.745a

the Oklahoma School Testing Program (OSTP) totaled and averaged for all state schools designated as alternative education sites will be the baseline for comparison. The school's percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the baseline; or

- (ii) The percentage of students scoring proficient or above at each grade level on the OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.

(D) Are students enrolled in the school for two (2) or more consecutive academic years achieving proficiency on statewide assessments in Math? Meets standard accountability indicator(s):

- (i) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) totaled and averaged for all state schools designated as alternative education sites will be the baseline for comparison. The school's percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the baseline; or
- (ii) The percentage of students scoring proficient or above at each grade level on

Res.App.746a

the OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.

- (E) Are students enrolled in the school for three (3) or more consecutive academic years achieving proficiency on statewide assessments in Reading/English Language Arts? Meets standard accountability indicator(s):
 - (i) The percentage of students scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) totaled and averaged for all state schools designated as alternative education sites will be the baseline for comparison. The school's percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the baseline; or
 - (ii) The percentage of students scoring proficient or above at each grade level on the OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.
- (F) Are students enrolled in the school for three (3) or more consecutive academic years achieving proficiency on statewide assessments in Math? Meets standard accountability indicator(s):
 - (i) The percentage of students scoring proficient or above at each grade level on

Res.App.747a

the Oklahoma School Testing Program (OSTP) totaled and averaged for all state schools designated as alternative education sites will be the baseline for comparison. The school's percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the baseline; or

- (ii) The percentage of students scoring proficient or above at each grade level on the OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.
- (G) Are students in the special education subgroup achieving proficiency on statewide assessments in Reading/English Language Arts? Meets standard accountability indicator(s):
- (i) The percentage of students in the special education subgroup scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) totaled and averaged for all state schools designated as alternative education sites will be the baseline for comparison. The school's percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the baseline; or

Res.App.748a

- (ii) The percentage of students in the special education subgroup scoring proficient or above at each grade level on the OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.
- (H) Are students in the special education subgroup achieving proficiency on statewide assessments in Math? Meets standard accountability indicator(s):
 - (i) The percentage of students in the special education subgroup scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) totaled and averaged for all state schools designated as alternative education sites will be the baseline for comparison. The school's percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the baseline; or
 - (ii) The percentage of students in the special education subgroup scoring proficient or above at each grade level on the OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.
- (I) Are students in the special education subgroup enrolled for two (2) or more consecutive academic years achieving proficiency on

Res.App.749a

statewide assessments in Reading/English Language Arts? Meets standard accountability indicator(s):

- (i) The percentage of students in the special education subgroup scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) totaled and averaged for all state schools designated as alternative education sites will be the baseline for comparison. The school's percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the baseline; or
 - (ii) The percentage of students in the special education subgroup scoring proficient or above at each grade level on the OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.
- (J) Are students in the special education subgroup enrolled for two (2) or more consecutive academic years achieving proficiency on statewide assessments in Math? Meets standard accountability indicator(s):
- (i) The percentage of students in the special education subgroup scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) totaled and averaged for all state schools designated as alternative

Res.App.750a

education sites will be the baseline for comparison. The school's percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the baseline; or

- (ii) The percentage of students in the special education subgroup scoring proficient or above at each grade level on the OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.

(K) Are students in the special education subgroup enrolled for three (3) or more consecutive academic years achieving proficiency on statewide assessments in Reading/English Language Arts? Meets standard accountability indicator(s):

- (i) The percentage of students in the special education subgroup scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) totaled and averaged for all state schools designated as alternative education sites will be the baseline for comparison. The school's percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the baseline; or
- (ii) The percentage of students in the special education subgroup scoring proficient or

Res.App.751a

above at each grade level on the OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.

- (L) Are students in the special education subgroup enrolled for three (3) or more consecutive academic years achieving proficiency on statewide assessments in Math? Meets standard accountability indicator(s):
 - (i) The percentage of students in the special education subgroup scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) totaled and averaged for all state schools designated as alternative education sites will be the baseline for comparison. The school's percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the baseline; or
 - (ii) The percentage of students in the special education subgroup scoring proficient or above at each grade level on the OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.
- (M) Are students in the economically disadvantaged subgroup achieving proficiency on statewide assessments in Reading/English

Res.App.752a

Language Arts? Meets standard accountability indicator(s):

- (i) The percentage of students in the economically disadvantaged subgroup scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) totaled and averaged for all state schools designated as alternative education sites will be the baseline for comparison. The school's percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the baseline; or
 - (ii) The percentage of students in the economically disadvantaged subgroup scoring proficient or above at each grade level on the OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.
- (N) Are students in the economically disadvantaged subgroup achieving proficiency on statewide assessments in Math? Meets standard accountability indicator(s):
- (i) The percentage of students in the economically disadvantaged subgroup scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) totaled and averaged for all state schools designated as alternative education sites will be the baseline for comparison. The school's

Res.App.753a

percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the baseline; or

- (ii) The percentage of students in the economically disadvantaged subgroup scoring proficient or above at each grade level on the OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.
- (O) Are students in the economically disadvantaged subgroup enrolled for two (2) or more consecutive academic years achieving proficiency on statewide assessments in Reading/English Language Arts? Meets standard accountability indicator(s):
- (i) The percentage of students in the economically disadvantaged subgroup scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) totaled and averaged for all state schools designated as alternative education sites will be the baseline for comparison. The school's percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the baseline; or
 - (ii) The percentage of students in the economically disadvantaged subgroup scoring proficient or above at each grade level on the OSTP state assessments is

Res.App.754a

improved five percent (5%) or greater compared to the prior school year of the charter contract term.

- (P) Are students in the economically disadvantaged subgroup enrolled for two (2) or more consecutive academic years achieving proficiency on statewide assessments in Math? Meets standard accountability indicator(s):
- (i) The percentage of students in the economically disadvantaged subgroup scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) totaled and averaged for all state schools designated as alternative education sites will be the baseline for comparison. The school's percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the baseline; or
 - (ii) The percentage of students in the economically disadvantaged subgroup scoring proficient or above at each grade level on the OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.
- (Q) Are students in the economically disadvantaged subgroup enrolled for three (3) or more consecutive academic years achieving proficiency on statewide assessments in Reading/English Language Arts? Meets standard accountability indicator(s):

Res.App.755a

- (i) The percentage of students in the economically disadvantaged subgroup scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) totaled and averaged for all state schools designated as alternative education sites will be the baseline for comparison. The school's percentage of students scoring proficient or above at each grade level on the OSTP state assessments is equal to or above the baseline; or
 - (ii) The percentage of students in the economically disadvantaged subgroup scoring proficient or above at each grade level on the OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.
- (R) Are students in the economically disadvantaged subgroup enrolled for three (3) or more consecutive academic years achieving proficiency on statewide assessments in Math? Meets standard accountability indicator(s):
- (i) The percentage of students in the economically disadvantaged subgroup scoring proficient or above at each grade level on the Oklahoma School Testing Program (OSTP) totaled and averaged for all state schools designated as alternative education sites will be the baseline for comparison. The school's percentage of students scoring proficient or above at each grade level on the

Res.App.756a

OSTP state assessments is equal to or above the baseline; or

- (ii) The percentage of students in the economically disadvantaged subgroup scoring proficient or above at each grade level on the OSTP state assessments is improved five percent (5%) or greater compared to the prior school year of the charter contract term.
- (S) Based on the extended-year adjusted graduation rate, does the school meet the expectations for student graduation? Meets standard accountability indicator(s): Evidence supports a majority of extended-year students graduating.
- (T) Did the school meet the expectation for graduating eligible seniors (students within six (6) credits of graduation) during the most recent year? Meets standard accountability indicator(s): The percent of eligible seniors, students within six (6) credits of graduation, 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.
- (U) Do the school's students demonstrate College and Career Readiness? Meets standard accountability indicator(s):
- (i) College:
 - (I) Achieved minimum required test score for entry without taking remediation:

Res.App.757a

- a. High School Transcript of a 2.0 (C average) or higher; or
 - b. American College Testing (ACT); or
 - c. Scholastic Aptitude Test (SAT); or
 - d. Other recognized college entrance exams such as Accuplacer or the Classical Learning Test; and
- (II) Acceptance to a college or university; and
 - (III) Successful completion and submission of a college FAFSA form.
- (ii) Career:
 - (I) Accepted to the Military; or
 - (II) Evidence of sustainable employment; or
 - (III) Completed an authorizer or state approved Career and Technical Education Certificate.
- (V) Are students completing courses required for grade advancement each year? Meets standard accountability indicator(s): The percentage of students earning at least six (6) credits per year is equal to or greater than forty percent (40%).
 - (W) Are students benefiting from postsecondary and workforce readiness activities, testing, and enrollment? Meets standard accountability indicator(s): Evidence supports that the

Res.App.758a

percent of students participating in one or more postsecondary and/or workforce readiness activity, testing, and/or enrollment is equal to or greater than forty percent (40%).

- (X) Are students demonstrating growth on nationally recognized social emotional standards? Meets standard accountability indicator(s): Evidence supports that the percent of students demonstrating growth on nationally recognized social emotional standards is equal to or greater than forty percent (40%).
- (Y) Are students attending individual, small group, and/or guidance counseling sessions? Meets standard accountability indicator(s): Evidence supports that the percent of students participating in counseling session is equal to or greater than forty percent (40%).
- (Z) Are students participating in displaying, creating, and/or publishing art opportunities? Meets standard accountability indicator(s): Evidence supports that the percent of students participating, creating, and/or publishing art opportunities is equal to or greater than forty percent (40%).
- (AA) Are students participating in extracurricular activities, work study, and/or service learning? Meets standard accountability indicator(s): Evidence supports that the percent of students participating in extracurricular activities, work study, and/or service learning is equal to or greater than forty percent (40%).

Res.App.759a

(BB) Are students completing required individual career academic plan (ICAP) activities? Meets standard accountability indicator(s): Evidence supports that the percent of students completing requires ICAP activities is equal to or greater than forty percent (40%).

(CC) Are students participating in life skill activities that extend beyond the curriculum, put relevant life skills into practice, and promote healthy living? Meets standard accountability indicator(s): Evidence supports that the percent of students participating in life skills activities is equal to or greater than forty percent (40%).

(2) Oklahoma performance measures will be used to assess the school's fiscal viability, audit findings, financials, regulatory reporting, and compliance with all applicable statutes, laws and regulations. Financial performance accountability indicators and measurements in each category are listed below.

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

(B) Did the most recent annual report on internal control over financial reporting disclose any significant or material deficiencies? Meets standard accountability indicator(s): There

Res.App.760a

were no findings of significant deficiencies, material weaknesses or instances of noncompliance on the most recent annual report on internal control over financial reporting.

- (C) Did the school consistently submit appropriate quarterly financial reports to the Statewide Virtual Charter School Board over the most recent year? Meets standard accountability indicator(s): Appropriate reports were submitted in the Oklahoma Cost Accounting System (OCAS) format, verified by the school treasurer, on time, and indicating financial stability of the school.
- (D) Was the school subject to an audit by the State Auditor and Inspector and, if so, were there any findings? Meets standard accountability indicator(s): There were no findings of significant deficiencies, material noncompliance or known fraud on the school's most recent audit by the State Auditor and Inspector.
- (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, and Oklahoma Cost Accounting System (OCAS), Audits? Meets standard accountability indicator(s): The State Department of Education confirms financial reporting expectations were fulfilled over the most recent year.
- (F) Was the school's most recent fiscal year OCAS data submitted to the State Department of

Res.App.761a

Education, properly certified by the school leader, and accepted by the State Department of Education? Meets standard accountability indicator(s): The school submitted OCAS data for the most recent fiscal year to the State Department of Education, certified by the school leader, and accepted State Department of Education.

- (G) Did the school submit timely the most recent annual financial statement audit to the State Department of Education? Meets standard accountability indicator(s): The school submitted timely the most recent financial statement audit to the State Department of Education.
- (H) Did the State Department of Education require a corrective action plan as part of their follow-up to the financial statement audit submission? Meets standard accountability indicator(s): No corrective action plan was required in the response from the State Department of Education to the most recently submitted annual financial statement audit.
- (I) If a corrective action plan was required by the State Department of Education, did the plan sufficiently address the issues and was the plan accepted by the State Department of Education? Meets standard accountability indicator(s): The corrective action plan required by the State Department of Education sufficiently addressed the issues and was accepted by the State Department of Education.

Res.App.762a

- (J) If a corrective action plan was required by the State Department of Education for the prior fiscal year, can it be confirmed that the corrective action measures were followed in the most recent fiscal year? Meets standard accountability indicator(s): The corrective action plan required by the State Department of Education for the prior fiscal year was followed by the school in the most recent fiscal year.
- (K) Did the school have a negative fund balance at the end of the most recent fiscal year? Meets standard accountability indicator(s): The school did not have a negative general fund balance as of the end of the prior fiscal year.
- (L) Did the Days Cash on Hand ratio fall below thirty (30) days during the fiscal year? Meets standard accountability indicator(s): Evidence supports that the school maintained a Days Cash on Hand ratio of thirty (30) days or more at the end of each fiscal quarter.
- (M) Did the school fail to pay any commitments, warrants, or debts? Meets standard accountability indicator(s): Evidence supports the school paid all commitments, warrants, and debts.
- (N) Did the school maintain a fund balance of greater than ten percent (10%) of the prior fiscal year's total expenditures? Meets standard accountability indicator(s): Evidence supports that the school maintained a fund balance greater than ten percent (10%) of the

Res.App.763a

prior fiscal year's total expenditures measured at the end of each fiscal quarter.

- (O) Is the school's enrollment (average daily membership) for the first nine (9) weeks greater than or equal to eighty-five percent (85%) of last year's enrollment? Meets standard accountability indicator(s): The first quarter statistical report indicates enrollment did not decline by more than fifteen percent (15%) in comparison to the end of year enrollment from the prior year.
- (P) Does the school's governing board review periodic financial statements including a statement of financial position (balance sheet), statement of activities (income statement), and statement of cash flows? Meets standard accountability indicator(s): Evidence supports that the governing board reviews the school's periodic financial statements at the public governing board meetings.
- (Q) Does the school's governing board review and approve changes to the budget as significant changes to revenues and expenditures occur? Meets standard accountability indicator(s): Evidence supports that the school's governing board reviews and approves changes to the budget at the public governing board meetings throughout the year as revenues and expenditures change significantly.
- (R) Does the school's governing board review financial forecasting models prior to annual budget adoption? Meets standard accountability indicator(s): Evidence supports that

Res.App.764a

the school's governing board participates in annual review of financial forecasting prior to budget adoption during a public governing board meeting.

- (S) Does the school's governing board review the audited financial statements and address all findings? Meets standard accountability indicator(s): Evidence supports that the school's governing board reviews the audited financial statements and addresses all findings in a public governing board meeting.
- (3) Oklahoma performance measures will be used to assess the school's organizational performance including organizational structure, governance, record of compliance, attendance, recurrent enrollment, accreditation, and student support. Organizational performance accountability indicators and measurements in each category are listed below.
- (A) Is the school faithful to its mission and implementing key design elements and performance metrics within the approved charter contract? Meets standard accountability indicator(s): Evidence supports faithfulness to the school's mission and implementation of key design elements of school.
- (B) Does the school follow appropriate procedures to ensure all students have equitable access to services and opportunities for success? Meets standard accountability indicator(s): Data confirms appropriate procedures to ensure student access and equity. Examples of data include, but not limited to, an equity committee; an equity audit of policies,

Res.App.765a

procedures, culture, instruction, professional learning, and stakeholder perceptions and goals related to equity, inclusion, anti-racism, and identity safety; and an equity plan and policies.

- (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? Meets standard accountability indicator(s): Evidence supports approved and appropriate policies and procedures are implemented and communicated.
- (D) Does the school adhere to applicable state and federal laws and regulations? Meets standard accountability indicator(s): Evidence supports the school adheres to state and federal laws and regulations.
- (E) Does the school adhere to the terms of the charter contract? Meets standard accountability indicator(s): Evidence supports the school adheres to the charter contract.
- (F) Does a stable governing board exist? Meets standard accountability indicator(s): Evidence supports 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? Meets standard accountability indicator(s): Board agendas and minutes document board member activities.

Res.App.766a

- (H) Does the charter school comply with the Open Meeting Act and Open Records Act? Meets standard accountability indicator(s): Evidence supports 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? Meets standard accountability indicator(s): The charter school has provided the Statewide Virtual Charter School Board with all requested school records.
- (J) Does the educational management organization provide transparency through Statewide Virtual Charter School Board access to school records? Meets standard accountability indicator(s): The educational management organization 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? Meets standard accountability indicator(s): The State Department of Education confirms reporting expectations fulfilled.
- (L) Did the school consistently meet the reporting expectations as required by the Statewide Virtual Charter School Board? Meets standard accountability indicator(s): Reporting expectations fulfilled as required – ninety

Res.App.767a

percent (90%) or above in both on-time and accuracy categories.

- (M) 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? Meets standard accountability indicator(s): 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.
- (N) Did the school receive accreditation from the State Department of Education? Meets standard accountability indicator(s): The school received accreditation with no deficiencies noted from the State Department of Education
- (O) Does the school meet the expectations for student attendance? Meets standard accountability indicator(s): Evidence supports the school met State expectations for student attendance.
- (P) Does recurrent enrollment of students meet expectations? Meets standard accountability indicator(s): The school's student recurrent enrollment rate meets the expectations indicated by the methodology used for public schools in Oklahoma.
- (Q) 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,

Res.App.768a

individualized learning plans, guidance/counseling program, online tutoring, and technical support? Meets standard accountability indicator(s): Students and families have access to multiple support structures twenty-four (24) hours per day and seven (7) days per week.

- (R) Does the school and governing board engage in strategic planning that results in establishment of school goals and verifiable school improvement? Meets standard accountability indicator(s): Evidence supports that the school and governing board engage in strategic planning resulting in establishment of school goals and verifiable school improvement.
- (4) A Performance Framework Index will be calculated based on the following categories:
 - (A) Academic (A) Calculation - (Score) * (Weight) = A with a weight of 40%.
 - (B) Financial (F) Calculation - (Score) * (Weight) = F with a weight of 35%.
 - (C) Organizational (O) Calculation - (Score) * (Weight) = O with a weight of 25%.
 - (D) According to 70 O.S. § 3-137, Performance Framework scores will guide reauthorization procedures.
 - (i) A Performance Framework Index (PFI) score of 75% 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

Res.App.769a

choose to submit a letter requesting reauthorization.

(ii) A Performance Framework Index (PFI) score of 60-74% 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 60% 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”.

(e) 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:

Res.App.770a

- (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) Annual report on school's mission and key design elements and performance indicator data;
- (H) College and career readiness report, including, but not limited to, individual career academic plans, college preparation coursework, college remediation data, dual (concurrent) college enrollment, military service commitments, internships, and industry certification and career technology programs;
- (I) Annual evaluation of each educational management organization providing services to the governing body or school;
- (J) Senior graduation report;
- (K) Current inventory report;
- (L) Quarterly financial statements;
- (M) Handbooks (student family handbook, employee handbook, other handbooks);
- (N) School calendar;
- (O) Student support documentation;
- (P) Internal assessment plan;

Res.App.771a

- (Q) School policies including, but not limited to, attendance, employment, enrollment/lottery, finance and procurement, code of ethics, and conflict of interest;
- (R) Current governing board rosters, including personal contact information;
- (S) Insurance verification;
- (T) Enrollment counts (August 1 for year one (1) schools; first day of school, monthly, and final for all schools);
- (U) Surety bond verification;
- (V) Accreditation application and status;
- (W) First Quarter Statistical Report summary;
- (X) Board meeting calendar;
- (Y) Board meeting agendas and all supporting board meeting documents submitted prior to the board meeting;
- (Z) Board meeting approved minutes;
- (AA) Final state aid and federal allocations;
- (BB) Revenue and Expenditure 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;

Res.App.772a

- (II) Estimate of Needs (if applicable);
- (JJ) Supplemental Estimate of Needs (if applicable);
- (KK) School, governing board, and/or educational management organization litigation documents;
- (LL) State accountability report;
- (MM) School organizational chart;
- (NN) End of fiscal year student exit status report;
- (OO) Current by-laws;
- (PP) Final Employee Compensation Report;
- (QQ) College remediation data;
- (RR) School District Budgeting Act (SDBA) Budget Summary and Budget Message (if applicable);
- (SS) SDBA public hearing documentation and published notice (if applicable);
- (TT) Shared Services Agreements (if applicable);
- (UU) Monthly and all other state aid funding reports;
- (VV) Final OSTP Participation Report.
- (WW) ACT Profile Report; and
- (XX) Plan for Improvement (if applicable).

(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.

Res.App.773a

(3) Failure to submit the documentation is grounds for termination of the contract if not cured within thirty (30) calendar days of the deadline.

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

(f) 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. Each school shall maintain a website in compliance with 70 O.S. § 5-135.4 and 74 O.S. § 24-3106.2 with the following information available:

- (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;
- (6) Financial documents or a link to the Oklahoma Cost Accounting System (OCAS), in compliance with Oklahoma statute;
- (7) Total compensation package of the superintendent;
- (8) Virtual charter school Attendance Policy, in compliance with Oklahoma statute;
- (9) Most recent audit in compliance with Oklahoma statute; and

(10) Enrollment capacity

(g) 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, including student engagement and attendance requirements;
- (4) Student and Family Handbooks;
- (5) Communication streams (website, school and teacher connection, school administration and governing board contact);
- (6) Academic expectations;
- (7) Assessment requirements;
- (8) Social expectations;
- (9) Technology management;
- (10) Academic program management;
- (11) Student support programs and services; and
- (12) Programs specific to the school.

(h) Annual audits. The virtual charter schools shall change audit firms, at a minimum, every three (3) years to ensure annual audits are completed by at least two (2) different firms over the term of the charter contract. If the term of the charter contract is less than five (5) years, the school shall change audit

firms at least every two (2) years, or otherwise, to ensure annual audits are completed by two (2) different firms over the term of the charter contract.

(i) Compliance audits. In addition to the annual financial audits, the virtual charter schools authorized by the SVCSB shall be subject to compliance audits conducted by the SVCSB at any time during the charter contract term.

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

Res.App.776a

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) business 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 fourteen (14) calendar days:
 - (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.

Res.App.777a

- (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.

Res.App.778a

- (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:

Res.App.779a

- (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.

Res.App.780a

- (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.

Res.App.781a

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

(1) 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

(2) 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.

(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

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:

(1) The legal residence of a student or the parent/legal guardian of a student;

(2) A site as defined in 777:10-1-2

(3) A public facility that complies with all federal and state statutes and regulations governing safety that are applicable to public school facilities.

CHAPTER 15.

HORIZON: DIGITALLY ENHANCED CAMPUS

SUBCHAPTER 1. OKLAHOMA SUPPLEMENTAL ONLINE COURSE CERTIFICATION

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/or 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.

“Receiver district ally” means an individual(s) in the receiving district who monitors student progress in the Horizon Online Platform and serves as a liaison between Horizon faculty and staff, the student, and other stakeholders, including parents.

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

(a) To have a course(s) listed in the Oklahoma Online Course Catalog (OCC), Course Providers must first be approved as vendors through the Oklahoma Management and Enterprise System (OMES) and enter into a contract with the state.

(b) Once the online provider is registered as a state vendor, OMES and the SVCSB will negotiate and enter into a contract with the approved vendor to provide online courses at a state rate.

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 to have courses listed in the OCCC:

- (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) Brief course description;
- (4) Grade level(s);
- (5) Subject area;
- (6) Unit(s) of credit;
- (7) Course cost;

Res.App.787a

- (8) Course designations (e.g., dual-credit, AP, NCAA-eligible, Quality Matters certified);
- (9) Course prerequisites; and
- (10) Instructor credential and qualifications.

(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 whose courses have undergone review and approval by a recognized third-party entity must provide the results of those reviews. Depending on the results of the external review, a course may be recommended for state certification with no additional review or with a modified review process (e.g., review only for alignment to state standards).

(d) 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 published in the Oklahoma Online Course Catalog 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 national standards for quality in online course design. Course Providers whose courses have undergone review and approval by a recognized third-party entity must provide the results of those reviews. Depending on the results of the external review, a course may be recommended for state certification with no additional review or with a modified review process (e.g., review only for alignment to state standards). 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. Courses pending review will be identified as such 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.

Res.App.790a

- (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.”

Res.App.791a

- (7) Own, secure, and/or maintain licensure and copyright for all courses offered in the Oklahoma Online Course Catalog.
- (8) Course Providers of Advanced Placement (AP) courses must provide evidence annually of AP Authorization Renewal.
- (9) 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.
- (10) 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; national standards for quality in online course design; and Oklahoma's Information Technology Accessibility Standards.
- (11) 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.
- (12) 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:

Res.App.792a

- (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; national standards for quality in online course design; 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.

**SUBCHAPTER 3. HORIZON ONLINE LEARNING
PLATFORM AND COURSES**

777:15-3-1. Purpose

The Statewide Virtual Charter School Board shall manage the Horizon: Digitally Enhanced Campus (Horizon) online learning platform to provide high quality online learning opportunities for Oklahoma

Res.App.794a

students that are aligned with the subject matter standards adopted by the State Board of Education pursuant to Section 11-103.6 of Title 70 of the Oklahoma Statutes. The Board shall implement online courses, with an emphasis on science, technology, engineering, and math (STEM) courses, foreign language courses and advanced placement courses. The online platform shall be available to all Oklahoma school districts.

777:15-3-2. Online courses

(a) Courses made available through the Horizon online learning platform may include, but not be limited to the following:

- (1) Online courses developed by the Statewide Virtual Charter School Board;
- (2) Online courses developed by Oklahoma public school districts;
- (3) Courses provided by online vendors; and
- (4) Concurrent enrollment courses provided through partnerships with Oklahoma institutions of higher education.

(b) Courses made available through Horizon: Digitally Enhanced Campus have the following criteria:

- (1) Courses made available through Horizon: Digitally Enhanced Campus shall be published in the Oklahoma Online Course Catalog (OCC) as defined in 70 O.S. § 3-145.3;
- (2) Courses made available through Horizon: Digitally Enhanced Campus shall be reviewed to ensure quality and alignment to adopted state standards as defined in 70 O.S. § 3-145.3;

- (3) Unless otherwise noted at the time of enrollment, all curricular materials (i.e., textbooks are embedded within the online course; and
- (4) Courses will explicitly state communication protocols to include:
 - (A) How to contact the instructor via phone, email, or online messaging tools;
 - (B) How to contact technical support via email, or online messaging tools;
 - (C) How to contact Horizon administration via phone or email;
 - (D) Expectations for student communication beyond asynchronous participation (e.g., periodic video sessions, attendance at virtual office hours).

777:15-3-3. Receiver district roles and responsibilities

(a) Student Transcripts. Students who participate in online courses through the Horizon platform remain full-time students in the receiving district. Horizon provides the instruction and communicates student progress and final grades to the receiving district, which is solely responsible for transcribing the course to the student's transcript.

(b) Enrollment Protocols. Districts will follow the established Horizon protocols to enroll students in Horizon online courses. Contact information for district allies, parents, and students must be verified through the Horizon online learning platform by the third week of the school year to prevent students from being dropped from their Horizon courses. Information

Res.App.796a

to be provided at the time of enrollment includes, but it is not limited to:

- (1) Student legal name;
- (2) Student e-mail;
- (3) Student grade level;
- (4) IEP/504 status;
- (5) Parent contact information; and
- (6) Receiving district ally(ies).

(c) Advanced Placement (AP) Courses. Horizon provides teachers-of-record for Advanced Placement courses but does not administer the AP exams. Districts are responsible for AP exam registration and test site provision. Additionally, districts are required to link their school to the designated Horizon AP course within the College Board portal. This must be completed by the third week of the school year for students to remain enrolled in the Horizon AP course.

(d) Payment. Districts may drop students within the first 15 days of instruction without incurring any fees. Horizon will invoice districts after the 15-day grace period. Payment shall be made within 45 days of invoice.

(e) Academic Calendar. Courses with Horizon teachers-of-record will follow the Horizon: Digitally Enhanced Campus academic calendar.

(f) Policies and Procedures. Districts agree to abide by guidelines set forth in the Horizon: Digitally Enhanced Campus Guidelines for Districts document and direct students to adhere to the policies in the

Horizon: Digitally Enhanced Campus Student Handbook, including the student Code of Conduct.

777:15-3-4. Online instructor responsibilities

(a) Qualifications. Teachers-of-record for instructor-embedded courses shall be:

- (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.

(b) Professional Development in Online Instruction. Horizon faculty will undergo annual training to develop and maintain instructional effectiveness in an online environment. Horizon: Digitally Enhanced Campus will provide this training to Horizon faculty and those who serve as teachers-of-record within the Receiving District.

(c) Communication. Horizon faculty will communicate directly with parents and school allies through the communication tools embedded within the Horizon online learning platform. At a minimum, faculty will reach out to these constituents monthly. Should concerns arise, these will be conveyed immediately and consistently. On dates school is in session, Horizon faculty will respond within 24 hours to all messages received.

(d) Virtual Office Hours and Synchronous Video Sessions. Horizon faculty will maintain at least one virtual office hour each week. A minimum of one synchronous video learning session each quarter with learner participation is also expected.

(e) Progress Monitoring. Horizon faculty will monitor activity in the online course platform daily and provide detailed and meaningful feedback to students on a timely basis. Progress reports will be prepared and submitted each nine weeks and upon request by Horizon or by the receiving district. Faculty will submit formal grades at end-of-semester and end-of-year for each student for transcription purposes.

(f) Confidentiality. Horizon faculty shall maintain strict security of all student data and records, in accordance with applicable federal and State laws, rules, regulations and policies.

(g) Policies and Procedures. Horizon faculty agree to adhere to the policies stated in the Horizon: Digitally Enhanced Campus Faculty Handbook.

SUBCHAPTER 5. HORIZON CONSORTIUM

777:15-5-1. Purpose

The Horizon Consortium is a network of school districts who provide access to online content and professional development through license agreements sponsored by Horizon. Title 70, Section 1210.704 of the Oklahoma Statutes mandates the provision of a statewide online learning platform to provide high quality online learning opportunities for Oklahoma students that are aligned with the subject matter standards adopted by the State Board of Education. Additionally, Title 70, Section 3-145.3 of the Oklahoma Statutes mandates state negotiation with online vendors to provide a state rate price to school districts for supplemental online courses. Further, Oklahoma Administrative Code 777:15-1-4 requires that the price offered does not exceed the lowest price at which

the course is offered by use or sale to any state, public school, or school district in the United States.

777:15-5-2. Horizon responsibilities

(a) **Contract Negotiation.** Horizon will negotiate contracts with online vendors and purchase for consortium member districts all licenses. Horizon will invoice member districts the negotiated consortium state rate according to the License Commitment Form submitted by the member district.

(b) **Consortium Discounts.** Horizon may deduct an additional percentage for each license purchased by consortium member districts.

(c) **Professional Development.** Horizon will collaborate with member districts to coordinate professional development opportunities provided by Horizon and the online vendors. The accompanying professional development fees will be paid by Horizon.

(d) **Data Access.** Horizon maintains the right to access district and student usage and success reporting data including the following: course access, student usage, course completion rates, student course disabled data, and progress by time. This data will only be used for comparative analysis and to validate modifications made throughout the school year. Individual student names will not be used in any reporting.

777:15-5-3. District responsibilities

(a) **Access to Curriculum.** Student access to curriculum content will be provided to all consortium member schools through a licensing agreement with contracted vendors or through Horizon-owned courses. Member districts will determine the individual

students, their ages, and curriculum needs in providing access to virtual online content.

(b) Compliance. Compliance with all state/federal mandates will be the responsibility of member districts.

(c) Technology Provisions. Member districts must provide, at their expense, any required servers, equipment, and computers to be used by students when accessing content on-site.

(d) Software Access and Training. Horizon assumes no responsibility for the use of software access as applied by member districts. Professional Development and training are provided to member districts by Horizon and online vendors. Member districts will ensure participation by appropriate personnel.

(e) Student Transcripts. Member districts are responsible for transcription of online course credits for its students. Horizon is not responsible for awarding credits.

(f) Communication. Member districts will provide a primary and secondary point-of-contact for all communications with Horizon.

(g) Payment. Member districts will place initial orders by June 30. Horizon will invoice member districts by July 15. Payment shall be made within 45 days of the invoice date. Additional licenses can be purchased throughout the contract period upon written request of member districts via submission of an additional License Commitment Form. Payment for additional licenses shall be made within 45 days of invoice date.

**INTERVENOR ST. ISIDORE OF SEVILLE
CATHOLIC VIRTUAL SCHOOL'S BRIEF
IN RESPONSE TO PETITIONER'S
APPLICATION AND PETITION
(NOVEMBER 21, 2023)**

IN THE SUPREME COURT
OF THE STATE OF OKLAHOMA

GENTNER DRUMMOND, Attorney General for the
State of Oklahoma, ex rel. STATE OF OKLAHOMA,

Petitioner,

v.

OKLAHOMA STATEWIDE VIRTUAL CHARTER
SCHOOL BOARD; ROBERT FRANKLIN, Chairman
of the Oklahoma Statewide Virtual Charter School
Board for the First Congressional District; WILLIAM
PEARSON, Member of the Oklahoma Statewide
Charter School Board for the Second Congressional
District; NELLIE TAYLOE SANDERS, Member of
the Oklahoma Statewide Charter School Board for
the Third Congressional District; BRIAN BOBEK,
Member of the Oklahoma Statewide Charter School
Board for the Fourth Congressional District; and
SCOTT STRAWN, Member of the Oklahoma State-
wide Charter School Board for the Fifth
Congressional District,

Respondents,

ST. ISIDORE OF SEVILLE
CATHOLIC VIRTUAL SCHOOL,

Intervenor.

Case No. MA-121694

INTRODUCTION

In 1999, the Oklahoma legislature enacted the Oklahoma Charter Schools Act (the “Act”), inviting both public and private organizations to operate charter schools to “promote a diversity of educational choices” for Oklahoma families. 70 O.S. § 3-134(I)(3). Oklahoma partners with these organizations to “[i]ncrease learning opportunities for students”; “[e]ncourage the use of different and innovative teaching methods”; and “[p]rovide additional academic choices for parents and schools.” 70 O.S. § 3-131(A). To free up educators to achieve these goals, the Act affords them substantial flexibility to craft curricula and run their schools. 70 O.S. § 3-136(A)(3), (5). The Act has fostered a diverse array of charter school options for families—from schools that focus on science, engineering, and math to those that promote fine arts or language immersion. Yet while the Act invites and encourages this abundance of educational models within charter schools, it purports to exclude *any and every* school that is religious. 70 O.S. § 3-136(A)(2). That exclusion is unlawful under both state and federal law and this Court must not accept Petitioner’s invitation to enforce it.

First, the Oklahoma Constitution does not require any such exclusion, and Oklahoma law forbids it. As this Court has twice held, Article II, Section 5 prohibits the State from distributing *gratuitous* benefits to religious entities. But it does not prohibit the State

from disbursing funds to private religious entities who in turn provide a substantial benefit to the State, such as a new charter-school opportunity for families in Oklahoma. And the Oklahoma Religious Freedom Act (“ORFA”) affirmatively *prohibits* the State from depriving any entity of an otherwise available benefit solely because it is religious. *See* 70 O.S. § 254(B), (D).

Second, the First Amendment to the U.S. Constitution bars the State from enforcing any such discriminatory exclusion, regardless. Just last year, the U.S. Supreme Court held for the third time in the past decade that the First Amendment’s Free Exercise Clause prohibits a state from denying a generally available public benefit to a school solely because it is religious. *Carson v. Makin*, 142 S. Ct. 1987, 2002 (2022). As former Attorney General John O’Connor explained, these cases make clear that “[t]he State cannot outsource operation of entire schools to private entities with ‘critical cultural, organizational, and institutional characteristics’ that the State desires to see reproduced . . . and then retain the ability to discriminate against private entities who wish to exercise their religious faith.” PA447 (citations omitted).¹

Exercising that fundamental freedom, the Archdiocese of Oklahoma City and the Diocese of Tulsa applied to the Oklahoma Statewide Virtual Charter Board (“the Board”) to operate St. Isidore of Seville Catholic Virtual School (“St. Isidore”), a school “dedicated to academic excellence” that would “educate the entire child: soul, heart, intellect, and body,” for interested families across Oklahoma. PA078. In June, the Board exercised the authority granted to it by the

¹ “PA” refers to Petitioner’s Appendix.

State to approve the application. And, on October 16, the Board and St. Isidore executed the contract under which St. Isidore will operate. PA001-20. Petitioner now asks this Court to contort Oklahoma law, ignore the First Amendment, and nullify that contract.

The Petition is plainly wrong on the merits. St. Isidore is eligible to operate its virtual charter school under Oklahoma law and the U.S. Constitution. Text and precedent make plain that neither the Oklahoma Constitution nor the federal Establishment Clause bars St. Isidore from operating. And both ORFA and the U.S. Constitution's Free Exercise Clause prohibit Oklahoma law from excluding a private religious entity like St. Isidore from the generally available program created by the Act. Rather than eliminate this innovative educational opportunity for families, this Court should accept original jurisdiction, reject Petitioner's attack on St. Isidore's free exercise of religion, and dismiss the Petition.

BACKGROUND

In January 2023, the Archbishop of the Archdiocese of Oklahoma City and the Bishop of the Diocese of Tulsa incorporated St. Isidore as an Oklahoma nonprofit corporation. PA310. Shortly thereafter, St. Isidore submitted an application to the Board for it to sponsor St. Isidore as a charter school, and then a revised application on May 25, 2023. The application explained that St. Isidore would “empower[] and prepare[] students for a world of opportunity and a lifetime of learning” through “an interactive learning environment that is rooted in virtue, rigor and innovation,” in accordance with the school's Catholic faith. PA078, 092-93. It made clear that St. Isidore would

offer this opportunity to “any and all students” who choose to attend, including “those of different faiths or no faith.” PA113. On October 16, 2023, the parties executed a charter contract. The contract will commence on July 1, 2024. PA004.

Days later, the Attorney General filed this Petition against the Board. He seeks a judgment declaring the existence of a school like St. Isidore illegal under 70 O.S. § 3-136(A)(2) and a writ of mandamus ordering the Board to rescind the contract. According to the Attorney General, the Act and the Oklahoma Constitution bar St. Isidore from receiving state funds merely because it is religious. Moreover, he contends that St. Isidore is a state entity, or at least a private entity whose acts are attributable to the State, and therefore the Board’s approval is barred by the federal Establishment Clause. Although St. Isidore was not initially named in this Court, this Court granted St. Isidore’s motion to intervene on November 14, 2023.

ARGUMENTS AND AUTHORITIES

I. ST. ISIDORE’S CONTRACT IS VALID UNDER OKLAHOMA LAW

The Petition fails on the merits. Nothing in the Oklahoma Constitution prohibits the State from contracting with a religious school to provide new educational opportunities. And any state law purporting to do so would violate ORFA and the First Amendment.

A. Oklahoma’s Constitution Permits Funding For Religious Charter Schools

Petitioner asserts that funding St. Isidore would violate the Oklahoma Constitution. But this Court’s

precedents show that the State may fund a privately operated religious school so long as the school provides a substantial service to the State—as St. Isidore will do here.

1. Article II, Section 5 does not prohibit funding St. Isidore

Petitioner relies on Article II, Section 5, which states that Oklahoma will not appropriate, apply, donate, or use “public money” for the “use, benefit, or support of any sect, church, denomination, or system of religion” or “any priest, preacher, minister, or other religious teacher or dignitary, or sectarian institution” Petitioner alleges that this bars the State from sponsoring or funding St. Isidore, “indirect[ly] or otherwise.” Petr’s Br. at 2-10.

That is incorrect. As former Attorney General John O’Connor has explained, Petitioner misunderstands Article II, Section 5. *See* PA434-48. This Court has long held that the provision only bars the State from providing gratuitous aid “for which no corresponding value was received.” *Murrow Indian Orphans Home v. Childers*, 1946 OK 187, ¶ 5, 171 P.2d 600, 602. And this Court has twice held that Article II, Section 5 allows the State to disburse funds to a religious entity that provides substantial service in return. In *Murrow*, the Court held that the State was permitted to disburse funds to a Baptist orphanage “so long as [the terms of the contract] involve the element of substantial return,” such as serving “needy children.” 1946 OK 187, ¶ 9, 171 P.2d at 603. More recently, in *Oliver v. Hofmeister*, this Court reaffirmed *Murrow* while deciding that Article II, Section 5 allowed the State to provide tuition

scholarships to private religious schools teaching students with disabilities. 2015 OK 15, ¶¶ 19-27, 368 P.3d 1270, 1271-72. Though it looked to several factors, this Court found it “determinative” that the funds were exchanged for a “substantial return”—the “special educational services” that the schools provided. *Id.*

The Board’s approval of St. Isidore falls squarely within these precedents. The State has a strong interest in—and receives substantial benefit from—the development of diverse educational options. The State may contract with a religious entity to further that goal, just as the State contracted with the religious orphanage in *Murrow*. St. Isidore, like other charter schools, will provide a new learning opportunity for families across Oklahoma, and the State will “receive[] [that] substantial benefit” in exchange for its funds. *Oliver*, 2015 OK 15, ¶ 24, 368 P.3d at 1276. Meanwhile, other schools—of any religion, or none—will be free to participate in the charter program as well. Families can choose freely among the array of schools, based on the unique needs of their children. This religiously neutral program—which creates opportunities driven by the private choice of parents and families—passes muster under Article II, Section 5. There is nothing unusual about Oklahoma cooperating with religious entities to provide services like these—and both *Murrow* and *Oliver* confirm that, for over 80 years, this Court has held that such endeavors are permitted under the Oklahoma Constitution.²

² Petitioner himself recognizes this, acknowledging that there “are already numerous public funds St. Isidore is eligible to receive—directly or indirectly—as a Catholic private school.” Petr’s Br. at 15. He does not even try to reconcile his facile

Ignoring these precedents, Petitioner relies on two inapposite decisions instead. *First*, Petitioner cites *Gurney v. Ferguson*, 1941 OK 397, 122 P.2d 1002, which held that Article II, Section 5 prohibits religious schools from receiving gratuitous transportation funds. *Id.* at ¶¶ 1-18, 1003-05. But he neglects to mention that this Court soon explicitly limited *Gurney's* holding to cases in which “[the] public money was being spent to furnish a service to a parochial school for which no corresponding value was received.” *Murrow*, 1946 OK 187, ¶ 5, 171 P.2d at 602. By contrast, Article II, Section 5 does not prohibit the State from, as here, “contracting with some third party, sectarian or secular, to perform [a] service.” *Id.* The two scenarios are in “complete distinction,” *id.*, as this Court reaffirmed in *Oliver*, 2015 OK 15, ¶¶ 20-24, 368 P.3d at 1276.

Second, Petitioner cites, extensively, Justice Taylor’s concurrence in *Prescott v. Capitol Preservation Comm’n*, 2015 OK 54, 373 P.3d 1032, 1036 (Taylor, J. concurring). In *Prescott*, this Court held that Article II, Section 5 prohibited the State from displaying a privately gifted Ten Commandments statue on the grounds of the State Capitol. But both the controlling *per curiam* opinion and Justice Taylor’s concurrence explain that *Prescott* merely reiterates the same point as *Gurney*. *See id.* at ¶¶ 10-12, 1038-39. In *Prescott*, the State gratuitously donated public space upon which to display the statue, while there was “not even a hint . . . that Oklahoma received any benefit for allowing the use of state property for this monument.” *Id.* at ¶ 12, 1039 (Taylor, J., concurring). Thus,

reading of Article II, Section 5 with these existing programs.

Murrow “ha[d] no application” and *Gurney* controlled. *Id.* at ¶¶ 12, 1039. In sharp contrast, St. Isidore *will* provide a significant benefit. *See supra.* *Murrow* and *Oliver* apply—and *Prescott* and *Gurney* do not.³

2. This Court should avoid a collision with the First Amendment

If any doubt remained (and it does not), the Court has a duty to interpret Article II, Section 5 to avoid contradicting the First Amendment. Out of respect for the legislature that passed the law, Oklahoma courts “interpret statutes so as to avoid constitutional issues.” *O’Connor v. Okla. St. Conf of NAACP*, 2022 OK CR 21, ¶ 5, 516 P.3d 1164,1166. This Court should accord the same respect to the People of Oklahoma who ratified Oklahoma’s Constitution, as at least one other State Supreme Court has done, *see Moses v. Ruzkowski*, 2019-NMSC-003, ¶ 45, 458 P.3d 406, 420 (N.M. 2019), by applying its precedents to hold that St. Isidore may join in the State’s charter school program. The Petition’s contrary view would place this State’s Constitution on a collision course with the U.S. Constitution.

First, Petitioner suggests that “a state can always restrict its government’s powers beyond the limits imposed on state action by the federal constitution,”

³ Petitioner further suggests that Article I, Section 5, which mandates that Oklahoma establish and maintain “a system of public schools . . . open to all children of the state and free from sectarian control,” applies to St. Isidore. But that provision merely places a responsibility on the State to maintain a general system of public education, and the State’s choice to contract with St. Isidore does not undermine that responsibility. 70 O.S. §§ 3-131, 3-134.

Prescott, 2015 OK 54, ¶ 22, 373 P.3d at 1041, and thus Article II, Section 5 may bar the State from distributing funds to a religious entity even when the federal Establishment Clause does not. Petr’s Br. at 6-9. He is wrong. St. Isidore has a free exercise right to receive state benefits, which the State can deny only if necessary to fulfill a compelling interest. *See Carson v. Makin*, 142 S. Ct. 1987, 1996-97 (2022); *infra* Section II. The U.S. Supreme Court has three times rejected any suggestion that a state may override that right by imposing limitations beyond the federal Establishment Clause. Indeed, “an interest in separating church and state ‘more fiercely’ than the Federal Constitution . . . *cannot qualify* as a compelling in the face of the infringement of free exercise.” *Carson*, 142 S. Ct. at 1998 (emphasis added, cleaned up) (collecting cases). The Court rejected exactly Petitioner’s argument when raised by the dissent in *Carson*. *See id.* at 2002 (Breyer, J., dissenting) (arguing that a “play in the joints” between Free Exercise and Establishment Clauses gave Maine “some degree of legislative leeway . . . to further antiestablishment interests by withholding aid from religious institutions”). Simply, the State may not deny benefits to a religious entity through a constitutional provision that sweeps more broadly than the Establishment Clause. *Infra* Section II.

Second, the Attorney General’s outmoded view would transform Article II, Section 5 into the pernicious Blaine Amendment that members of this Court have stressed that it is not. In 1875, motivated by “pervasive hostility to the Catholic Church,” Speaker James Blaine unsuccessfully tried to amend the U.S. Constitution to prohibit “any aid” to “sectarian” schools.

Espinoza v. Mont. Dep't of Rev., 140 S. Ct. 2246, 2268 (2020) (Alito, J., concurring) (cleaned up); *Mitchell v. Helms*, 530 U.S. 793, 828 (2000) (plurality op.) (“[I]t was an open secret that ‘sectarian’ was code for ‘Catholic.’”). When Blaine’s effort failed, several states amended their constitutions with facsimiles aimed at the same end—cutting Catholic schools off from state funds *because* they were Catholic. *Espinoza*, 140 S. Ct. at 2268-70 (Alito, J., concurring). While Article II, Section 5 shares the textual hallmarks of the invidious Blaine movement, several members of this Court have opined that it is *not* a true Blaine Amendment. See *Prescott*, 2015 OK 54, ¶¶ 17-20, 373 P.3d at 1040-41 (Taylor, J., concurring); *id.* at ¶¶ 15-27, 1050-53 (Gurich, J., concurring); *id.* at ¶¶ 11-12, 1057 (Combs, V.C.J., dissenting).

Ignoring that history, the Attorney General now asks this Court to wield Article II, Section 5 to discriminate against and suppress disfavored religious groups. He argues that “a reckoning will follow” if this Court does not nullify St. Isidore’s charter contract because, in his view, the State would also have to “permit extreme sects of the Muslim faith to establish a taxpayer funded public charter school teaching Sharia Law.” Petr’s Brief at 1. His animus against religion is so strong that he invites this Court to enforce Article II, Section 5 against *all* religious entities to stop the practice of the one he disfavors. Not only has this Court rejected that discriminatory view of Oklahoma law, but the U.S. Supreme Court has held that this approach is incompatible with the U.S. Constitution. See, e.g., *Espinoza*, 140 S. Ct. at 2259. Rather than wield Article II, Section 5 as an unconstitutional Blaine Amendment, this Court must

adhere to *Murrow* and *Oliver* and hold that St. Isidore may charter with the State.

B. ORFA Precludes The State From Excluding Religious Charter Schools

Petitioner alternatively relies on the Oklahoma Charter Schools Act purporting to limit funding to “nonsectarian” schools. 70 O.S. § 3-136(A)(2). But the exclusion violates ORFA. That law mandates that no Oklahoma governmental entity—including the Board—shall “substantially burden a person’s free exercise of religion,” even through a “rule of general applicability.” 51 O.S. § 253(A); *see also Beach v. Okla. Dept Pub. Safety*, 2017 OK 40, ¶ 12, 398 P.3d 1, 5. ORFA’s sweep is both broad and powerful. Under it, the government may not “inhibit or curtail” any “religiously motivated practice.” 51 O.S. § 252(7). Like its federal counterpart, the Religious Freedom Restoration Act (RFRA),⁴ ORFA prohibits the government from denying an entity generally available benefits simply because it is religious. *See Burwell v. Hobby Lobby Stores, Inc.*, 573 U.S. 682, 693-94, 695 n.3 (2014). Indeed, as recently amended, ORFA explicitly says that the state may not “exclude any . . . entity from participation in or receipt of governmental funds, benefits, programs, or exemptions based solely on [its] religious character or affiliation.” 51 O.S. § 253(D).

ORFA bars this Court from enforcing the Charter School Act’s prohibition of religious charter schools.

⁴ Cases interpreting RFRA and the Religious Land Use and Institutionalized Persons Act inform the interpretation of ORFA, which “contain[s] almost identical language.” *Beach*, 2017 OK 40, ¶ 14 n.20, 398 P.3d at 6 n.20.

See 51 O.S. § 253(B), (D). And, to the extent these statutes are in conflict, the provisions requiring charter schools to be “nonsectarian” must yield to ORFA, as the overriding rule and most recently enacted law. *City of Sand Springs v. Dep’t of Pub. Welfare*, 1980 OK 36, ¶ 28, 608 P.2d 1139, 1151-52; see also *Bostock v. Clayton Cnty., Ga.*, 140 S. Ct. 1731, 1754 (2020) (federal RFRA is a “super statute” that “displac[es]” other laws).

II. ST. ISIDORE’S CONTRACT IS VALID UNDER THE U.S. CONSTITUTION

Even if the Petition did not fail under state law, it would fail under the U.S. Constitution. “The Free Exercise Clause . . . , applicable to the States under the Fourteenth Amendment, provides that ‘Congress shall make no law . . . prohibiting the free exercise’ of religion.” *Fulton v. City of Phila.*, 141 S. Ct. 1868, 1876 (2021). St. Isidore is a private religious entity with First Amendment rights. If construed as Petitioner demands, both the Oklahoma Constitution and the Charter Schools Act would violate those rights.

A. The Free Exercise Clause Bars Oklahoma From Excluding St. Isidore.

“The Free Exercise Clause of the First Amendment protects against ‘indirect coercion or penalties on the free exercise of religion, not just outright prohibitions.’” *Carson*, 142 S. Ct. at 1996 (quotation omitted). As a result, the Supreme Court has “repeatedly held that a State violates the Free Exercise Clause when it excludes religious observers from otherwise available public benefits.” *Id.* (citing cases). Such religious disfavor “can be justified only by a state interest

of the highest order.” *Trinity Lutheran Church of Columbia, Inc. v. Corner*, 582 U.S. 449, 458 (2017) (quotation marks omitted). A State can rarely satisfy that “stringent standard”—and it can *never* do so on based on any interest in separating church and State more than the federal Constitution requires. *Espinoza*, 140 S. Ct. at 2260 (citation omitted).

Three recent decisions illustrate the point. *First*, in *Trinity Lutheran*, the Supreme Court held that Missouri could not require a church-owned preschool “to renounce its religious character in order to participate in an otherwise generally available public benefit program” for playground resurfacing. 582 U.S. at 466. That bare hostility toward religion, the Court explained, “is odious to our Constitution.” *Id.* at 467. And the Court rejected Missouri’s suggestion that a state’s preference for “skating as far as possible from religious establishment concerns” could justify such discrimination against religious schools. *Id.* at 466.

Second, in *Espinoza*, the Court held that the Free Exercise Clause barred exactly the kind of claim that Petitioner raises here. Like Oklahoma, Montana had established a program to help parents enroll their children in schools of their choice (there, through a system of tax-credit-funded scholarships rather than charter schools). *See* 140 S. Ct. at 2251. And, like here, Montana’s decision to allow religious schools to participate in the program was challenged under a state constitutional provision that prohibited the state from funding “sectarian” schools. *See* Mont. Const. art. X § 6(1). In response, the Montana Supreme Court did essentially what the Petitioner asks of this Court, invalidating the school-choice program under that state constitutional provision. *Espinoza*, 140 S. Ct. at

2251-52. On review, the U.S. Supreme Court made clear that the First Amendment does not tolerate such a result.

Echoing *Trinity Lutheran*, the Court reiterated that whenever a state denies a generally available benefit “because of [an organization’s] religious character,” it “imposes a penalty on the free exercise of religion that triggers the most exacting scrutiny.” *Id.* at 2255. Montana’s use of the “no-aid” provision “to discriminate against [religious] schools” therefore could be justified only by “interests of the highest order.” *Id.* at 2255-57, 2260. Montana failed that test. The Court rejected a plethora of justifications Montana offered to support its denial of funding to religious schools—justifications which mirror those asserted by Petitioner here. Specifically, the Court rejected arguments that Montana had “an interest in separating church and State more fiercely than the Federal Constitution,” that the no-aid provision “actually *promotes* religious freedom” by keeping taxpayer money from religious organizations, and that the provision “advances Montana’s interests in public education.” *Id.* at 2260-61 (emphasis in original). None of those interests could justify the burden the exclusion imposed on “religious schools” and “the families whose children . . . hope[d] to attend them.” *Id.* at 2261.

Third, in *Carson v. Makin*, 142 S. Ct. 1987 (2022), the Supreme Court held that states cannot exclude religious schools from programs like these, even if they “promote[] a particular faith” or “present[] academic material through the lens of that faith.” *Id.* at 2001. Maine offered private-school tuition assistance to families without access to public secondary schools, provided that these funds were expended at “non-

sectarian” schools. *Id.* at 1993-94. In defending this requirement, Maine sought to recharacterize the “public benefit” it offered “as the rough equivalent of a Maine public school education, an education that cannot include sectarian instruction.” *Id.* at 1998 (cleaned up). The Court rejected that argument, holding that a State cannot avoid strict scrutiny under the Free Exercise Clause by reconceptualizing its public benefit as an exclusively “secular” one. *Id.* at 1999. The Court also rejected Maine’s attempt to defend its program because it did not exclude institutions based on their “religious ‘status,’” but instead avoided “religious ‘uses’ of public funds”—namely, the use of public money to deliver a religiously grounded education. *Id.* (citation omitted). Excluding religious “uses” of public funds like these is just as “offensive to the Free Exercise Clause.” *Id.*

Carson, Espinoza, and Trinity Lutheran make clear that any “nonsectarian” provision of the Charter Schools Act, and any “nonsectarian” provision of the Oklahoma Constitution, cannot be applied to bar St. Isidore from participating in Oklahoma’s charter school program. Oklahoma’s program invites any qualified “private college or university, private person, or private organization” to operate a charter school. 70 O.S. § 3-134(C). Oklahoma cannot deny this benefit to applicants like St. Isidore “solely because they are religious,” *Carson*, 142 S. Ct. at 1997 (quotation omitted); it cannot require St. Isidore to “disavow its religious character” as a condition of receipt, *Trinity Lutheran*, 582 U.S. at 46; and it cannot justify any exclusion on the basis of St. Isidore’s “anticipated religious use of the benefits,” *Carson*, 142 S. Ct. at 2002.

B. St. Isidore Is Not a “State Actor” For Purposes Of The U.S. Constitution

The dictates of these cases are clear: when a state funds students attending schools operated by private organizations, it cannot refuse to extend these funds to religious schools like St. Isidore. *Espinoza*, 140 S. Ct. at 2261. Petitioner attempts to elude St. Isidore’s basic constitutional rights by suggesting that the school *has no rights*, but is instead part of the government itself. He is ambivalent as to exactly *how* St. Isidore is a state actor, suggesting that the school is either a religious government entity that the federal Establishment Clause prohibits, Petr’s Br. at 10, or instead a private entity acting on behalf of the State to fulfill “constitutional obligations” that the State “outsourced” to it, *id.* at 11. Neither is correct.

First, St. Isidore is self-evidently not a public entity. Contrary to Petitioner’s claim, Petr’s Brief at 12-13, St. Isidore is not “state created.” It is a private, not-for-profit corporation that “falls under the umbrella of the Oklahoma Catholic Conference comprised of the Archdiocese of Oklahoma City and the Diocese of Tulsa.” PA177 (application); 309-27 (bylaws). It “is operated by a board of directors, none of whom are public officials or are chosen by public officials.” *Rendell-Baker v. Kohn*, 457 U.S. 830, 832 (1982); see 70 O.S. §§ 3-136(A)(8), 3-145.3(F). And St. Isidore’s members—the Archbishop of the Archdiocese of Oklahoma City and the Bishop of the Diocese of Tulsa—undoubtedly are private actors. The Oklahoma Charter Schools Act gives “private person[s]” like them the right to “contract with a sponsor to establish a charter school.” 70 O.S. § 3-134(C). Indeed, the contract between St. Isidore and

the State explicitly recognizes that the school “is a privately operated religious non-profit organization entitled to” constitutional rights. Contract ¶ 1.5; see also *id.* ¶ 2.9.

Petitioner’s only response is to observe that Oklahoma law refers to charter schools as “public schools.” Petr’s Br. at 11-12 (citing 70 O.S. § 3-132(D)). But federal rights do not turn on “state law labels.” *Bd. of Cnty. Comm’rs, Wabanusee Cnty., Kan. v. Umbehr*, 518 U.S. 668, 679 (1996). The Supreme Court has squarely rejected the notion that labeling an entity “public” makes it a state actor. See, e.g., *Jackson v. Metro. Edison Co.*, 419 U.S. 345, 350 n.7, 352-54 (1974) (public utility). And the “substance of free exercise protections” does not turn “on the presence or absence of magic words.” *Carson*, 142 S. Ct. at 2000.5

Second, the operation of St. Isidore or any other charter school is not “state action” that is attributable to the government. The Constitution generally “applies to acts of the [government], not to acts of private persons.” *Rendell-Baker*, 457 U.S. at 831-36 (1982). Conduct by a private entity will be treated as that of the State “only if[] there is such a close nexus”

⁵ Cases in which courts have found allegedly private entities to be public are inapposite, and relate to laws that directly created or empowered the *specific entity*. E.g., *Lebron v. Nat’l R.R Passenger Corp.*, 513 U.S. 374, 383-85 (1995) (law creating Amtrak); *NCAA v. Tarkanian*, 488 U.S. 179, 192 (1988) (state university); *United States v. Ackerman*, 831 F.3d 1292 (10th Cir. 2016) (empowering National Center for Missing & Exploited Children to exercise police powers). The Act did not specifically create or empower St. Isidore; it authorized the State to contract with private groups to run new schools. St. Isidore did not become a public entity by accepting that offer. See *Rendell-Baker*, 457 U.S. at 840-41.

between the State and the private party's actions so that "seemingly private behavior may be fairly treated as that of the State itself." *Brentwood Acad. v. Tenn. Secondary Sch. Athletic Ass'n*, 531 U.S. 288, 295 (2001). The question here is how a charter school is run and who designs and delivers the learning environment it offers—private groups or the government itself? The answer is clearly the former.

Petitioner points to nothing that shows that the design or operation of St. Isidore shares such a nexus with the State. Certainly, the fact that the State will "fund[]" and "regulate[]" St. Isidore is not enough. Petr's Brief at 12-13. In *Rendell-Baker*, the U.S. Supreme Court held that a private school that received 99% of its funding from the State and was subject to "detailed regulations concerning" everything from "recordkeeping to student-teacher ratios" to "personnel policies" did not qualify as a state actor. 457 U.S. at 831-36. Indeed, the "[a]cts of such private contractors do not become acts of the government by reason of their significant *or even total* engagement in performing public contracts." *Id.* at 841 (emphasis added); see *Blum v. Yaretsky*, 457 U.S. 991, 1011 (1982). This remains true even if the contractor "is subject to extensive state regulation." *Jackson*, 419 U.S. at 350.

The same is true here. Like the school in *Rendell-Baker*, St. Isidore "was founded as a private institution" and is "operated by a board of directors, none of whom are public officials or chosen by public officials." *Id.* at 832; see PA310-27 (describing St. Isidore's bylaws). As in *Rendell-Baker*, the State authorized its agents to contract with entities like St. Isidore to provide educational opportunities pursuant

to certain regulations. But St. Isidore’s actions are not “compelled” by or “fairly attributable to the state”—and it did not surrender its constitutional rights—merely by agreeing to that contract. *Rendell-Baker*, 457 U.S. at 840-41; *see also Brentwood Acad.*, 531 U.S. at 295; *Caviness v. Horizon Cmty. Learning Ctr., Inc.*, 590 F.3d 806, 815 (9th Cir. 2010) (charter school not a state actor). Indeed, the U.S. Supreme Court has held that a government may not “discriminate against religion when acting in its managerial role” or overseeing a contractor. *Fulton*, 141 S. Ct. at 1878.

More to the point, the entire Charter School Act is constructed *not* to create a close nexus between the design and operation of a charter school and the State. The Act empowers and encourages privately operated schools to implement their own curricula with minimal interference. To be sure, charter schools are subject to various regulations—as are all government contractors. But charter schools are “exempt from all statutes and rules relating to schools, boards of education, and school districts.” 70 O.S. § 3-136(A)(5). They are free to design a school “which emphasizes a specific learning philosophy or style or certain subject areas” ranging from math to fine arts. *Id.* § 3-136(A)(3). They are not constrained by the State’s “Teacher and Leader Effectiveness standards” and need not hire teachers with state teaching certificates. Okla. Dep’t of Educ., *Oklahoma Charter Schools Program*, <https://sde.ok.gov/faqs/oklahoma-charter-schools-program> (last visited Nov. 20, 2023). They can even contract with outside organizations to handle administration. OAC § 777:10-1-4. And they craft their own codes of student conduct. 70 O.S. § 3-136(A)(12). In short, although the State regulates charter schools to some

degree, the entire system is designed to avoid “entwinement of public institutions and public officials in [the school’s] composition and workings” in the manner required for state action. *Brentwood Acad.*, 531 U.S. at 298.

Nor does it matter that the State partners with charter schools to perform a service that is “aimed at a proper public objective” or “confer[s] a public benefit.” *Id.* at 302-03. States routinely work with private organizations to serve the public; that does not render those organizations “part of the government. The answer is no different simply because Oklahoma has a duty to provide for schools. *See* Petr’s Br. at 11 (State cannot “outsource” governmental prerogatives). To be sure, the State’s delegation of a function that is *solely* the government’s to perform can signal state action. *See, e.g., Flagg Bros., Inc. v. Brooks*, 436 U.S. 149, 158 (1978) (administration of elections). But that question is not whether a private actor supports “a proper public objective”; it is whether the actor has been deputized to do something “exclusively and traditionally public.” *Brentwood*, 531 U.S. at 302-03. “[V]ery few [functions] have been exclusively reserved” to the government. *Flagg Bros.*, 436 U.S. at 158 (quotation omitted). Certainly, “education is not and never has been.” *Logiodice v. Trs. of Me. Cent. Inst.*, 296 F.3d 22, 26 (1st Cir. 2002) (citing *Pierce v. Soc y of Sisters*, 268 U.S. 510 (1925)); *see Rendell-Baker*, 457 U.S. at 842; *Robert S. v. Stetson Sch., Inc.*, 256 F.3d 159, 166 (3d Cir. 2001) (Alito, J.). “[F]rom the outset of this country’s history,” private entities have “regularly and widely” taught students. *Logiodice*, 296 F.3d at 26-27; *see Sch. Dist. of Abington Twp., Pa. v. Schempp*, 374 U.S. 203, 239 n.7 (1963) (Brennan, J., concurring)

(into 19th century “education was almost without exception” private).

This Court should ignore Petitioner’s attempt to evade this realty by “gerrymander[ing] a category of free, public education that it calls a traditional state function.” *Peltier v. Charter Day Sch., Inc.*, 37 F.4th 104, 154 (4th Cir. 2022) (Wilkinson, J., dissenting) (decrying circular characterization . . . assuming” the result). “There is no indication that the Supreme Court had this kind of tailoring by adjectives in mind when it spoke of functions ‘exclusively’ provided by the government.” *Logiodice*, 296 F.3d at 27. Rather, courts must assess what function the private entity actually performed, then decide whether it is traditionally exclusive to the State. *See Rendell-Baker*, 457 U.S. at 842 (educating children); *see also, e.g., Johnson v. Pinkerton Acad.*, 861 F.2d 335, 338 (1st Cir. 1988) (same); *Robert S. v. Stetson Sch., Inc.*, 256 F.3d 159, 165-66 (same). St. Isidore will provide an education to elementary, middle, and high school students. That is not, and never has been, a traditionally exclusive state function.⁶

* * *

⁶ Petitioner’s argument proves far too much. Governments bear obligations to provide a tremendous variety of services, from education to healthcare, shelter, foster care, and much more. This does not transform every private organization who helps accomplish these goals into an arm of the state itself. Indeed, in both *Murrow* and *Oliver* this Court upheld the distribution of funds to religious groups who were helping the State fulfill duties like these. *See Oliver*, 2015 OK 15, ¶ 23, 368 P.3d at 1276 (“In *Murrow*, the State was fulfilling its duty to provide care for the needy . . . [and here it is] being relieved of the duty to provide special educational services . . .”).

St. Isidore is a private religious entity. Neither its religious character nor its curriculum is attributable to the State. ORFA and the Free Exercise Clause protect it from any state law that would bar it from receiving a generally available benefit solely because it is religious. To enforce those protections, this Court should deny the Petition.

CONCLUSION

For the foregoing reasons, this Court should grant original jurisdiction, reject the Petitioner's arguments, and deny the Petition.

Respectfully submitted,

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**DRAFT MINUTES - STATEWIDE CHARTER
SCHOOL BOARD SPECIAL MEETING
(AUGUST 12, 2024)**

**STATEWIDE CHARTER SCHOOL BOARD
OKLAHOMA HISTORY CENTER**

The Statewide Charter School Board met in special session at 1:00 p.m. on Monday, August 12, 2024, in the Oklahoma History Center at 800 Nazih Zuhdi Dr., Oklahoma City, Oklahoma.

Members of the Statewide Charter School Board Present:

Brian Shellem
Angie Thomas
Kathleen White
Becky Gooch
Damon Gardenhire
Jared Buswell
Dr. Kitty Campbell, designee for State Auditor and Inspector, Cindy Byrd
John Tautfest, designee for State Superintendent of Public Instruction, Ryan Walters

Others in Attendance:

Rebecca Wilkinson, Executive Director
Amy Gibson, Secretary to the Board
Jaycie Smith, Academic Compliance Officer
Skyler Lusnia, Financial Compliance Officer
Lecrecia Schmidt, Operations Officer
Shelly Hickman, Communications Officer

Other general public:

Jason Meek, OKCPS
Charles Lindsey Outlaw, LegisOK
Heather Zacarias, WGES
Hailey Weger, KWTW
Nuria Martinez-Keel, Oklahoma Voice
Jennifer Palmer, Oklahoma Watch
Jake Ramsey, Oklahoma Watch
Vicky Montes, WGES
Rachna May, WGES
Tara Hall, WGES
Amelia Hall, WGES
Amaya Ward, KFOR
Reverend Stephen Hamilton, St. Monica Church
Ashley Terry, WGES
April Haulman, UCO
Dr. Regina Lopez, UCO
Sam Montes, WGES
Valeria Montes, WGES
Vivian Montes, WGES
Blair Humphreys, WGES
Lauren Barshols Hanna, WGES
David Hoke, Oklahoman
Juliana Giles, WGES
Jeanene Barnett, CCOSA
Alecia Waltey, WGES
Rebecca James, OKCA
Melissa Gregory, OKCA
Bennett Brinkman, Non-Doc
Andy Webe, KOCO

1. CALL TO ORDER AND ROLL CALL

Brian Shellem —	Present
Angie Thomas —	Present
Kathleen White —	Present
Becky Gooch —	Present

Damon Gardenhire —	Present
Jared Buswell —	Present
Ben Lepak —	Absent
Dr. Kitty Campbell —	Present
John Tautfest —	Present

2. INVOCATION, PLEDGE OF ALLEGIANCE, SALUTE TO THE OKLAHOMA STATE FLAG, AND MOMENT OF SILENCE

3. (Action) Discussion and possible action regarding the Oklahoma Supreme Court’s June 25, 2024, ruling in regard to rescission of the St. Isidore of Seville Catholic Virtual Charter School Charter Contract

Damon Gardenhire made a motion as directed by the Oklahoma Supreme Court in it’s Writ of Mandamus and Declaratory Relief issued on June, 25, 2024, the Statewide Charter School Board hereby rescinds the Charter Contract entered on October 16, 2023, with St. Isidore of Seville Catholic Virtual School with such rescission being effective June 25, 2024, provided that such St. Isidore charter contract will be automatically reinstated and immediate and full effect as of any date on which the Oklahoma Supreme Court or the United States Supreme Court reserves, vacates, or otherwise nullifies the Oklahoma Supreme Court’s June 25, 2024, writ directing rescission. Kitty Campbell seconded the motion. The motion passed with the following votes:

Brian Shellem —	Yes
Jared Buswell —	Yes
Damon Gardenhire —	Yes
Angie Thomas —	Yes

Kitty Campbell —	Yes
John Tautfest —	Yes
Kathy White —	Yes
Becky Gooch —	Yes

4. (Action) Presentation, discussion, and possible action on the minutes of the July 8, 2024 and July 30, 2024, Statewide Charter School Board Special Board Meeting

Jared Buswell made a motion to approve the minutes of the July 8, 2024, and July 30, 2024, Statewide Charter School Board Special Board Meetings. Kathy White seconded the motion. The motion carried with the following votes:

Jared Buswell —	Yes
Damon Gardenhire —	Yes
Angie Thomas —	Yes
Kitty Campbell —	Yes
John Tautfest —	Yes
Kathy White —	Yes
Becky Gooch —	Yes
Brian Shellem —	Yes

5. OPENING COMMENTS — Chairman Brian Shellem

Chairman played the JFK's Moonshot Speech clip to be inspirational as the new Board is established. Mr. Shellem commented, "We can inspire, we can make the changes, and we will raise the standard. We will press on even when it is difficult".

6. ADMINISTRATION

a. Presentation and possible discussion regarding the Western Gateway Elementary School Application

for Renewal — Western Gateway Elementary School Governing Board, and Leadership.

Dr. Wilkinson introduced Heather Zacarias, Head of School for Western Gateway Elementary. She gave a presentation about the school and introduced board members, teachers, and students of Western Gateway Elementary School.

b. (Action) Presentation, discussion, and possible action regarding the establishment of Statewide Charter School Board advisory committees:

- Communication
- Budget
- Horizon: Digitally Enhanced Campus
- Governance

Damon Gardenhire will chair Communication. Jared Buswell will chair Budget. Becky Gooch will chair Horizon: Digitally Enhanced Campus, and Ben Lepak will chair Governance.

Mr. Gardenhire made a motion to develop the appropriate term for the groups and label those groups in that fashion. Mr. Buswell seconded the motion. The motion carried with the following votes:

Damon Gardenhire —	Yes
Angie Thomas —	Yes
Kitty Campbell —	Yes
John Tautfest —	Yes
Kathy White —	Yes
Becky Gooch —	Yes
Brian Shellem —	Yes
Jared Buswell —	Yes

Damon Gardenhire made a motion to expand Advisory Teams to include, Horizon: Digitally Enhanced

Campus and Governance. The motion carried with the following votes:

Angie Thomas —	Yes
Kitty Campbell —	Yes
John Tautfest —	Yes
Kathy White —	Yes
Becky Gooch —	Yes
Brian Shellem —	Yes
Jared Buswell —	Yes
Damon Gardenhire —	Yes

c. Presentation and possible discussion regarding an overview of the Horizon: Digitally Enhanced Campus program.

Presentation moved to the September meeting.

d. (Action) Discussion and possible action regarding approval of the charter contract amendment allowing Proud to Partner Leadership Academy (PTPLA) to add grades nine and ten beginning with the 2024 — 2025 school year.

Jared Buswell made a motion to amend the charter contract for PTPLA to add grades nine and ten beginning with the 2024 — 2025 school year. John Tautfest seconded the motion. The motion carries with the following votes:

Angie Thomas —	Yes
Kitty Campbell —	Yes
John Tautfest —	Yes
Kathy White —	Yes
Becky Gooch —	Yes
Brian Shellem —	Yes
Jared Buswell —	Yes
Damon Gardenhire —	Yes

7. ADJOURNMENT

Becky Gooch made a motion to adjourn. Damon Gardenhire seconded the motion. The motion carried with the following votes:

Kitty Campbell —	Yes
John Tautfest —	Yes
Kathy White —	Yes
Becky Gooch —	Yes
Brian Shellem —	Yes
Jared Buswell —	Yes
Damon Gardenhire —	Yes
Angie Thomas —	Yes

The meeting was adjourned at 2:32 p.m., on August 12, 2024

/s/ Brian Shellem
Chairman of the Board

/s/ Amy Gibson
Secretary of the Board

**PETITIONER'S BRIEF IN SUPPORT
OF APPLICATION TO ASSUME ORIGINAL
JURISDICTION AND PETITION FOR
WRIT OF MANDAMUS AND
DECLARATORY JUDGMENT
(OCTOBER 20, 2023)**

IN THE SUPREME COURT OF THE
STATE OF OKLAHOMA

GENTNER DRUMMOND, Attorney General for the
State of Oklahoma, ex rel. STATE OF OKLAHOMA,

Petitioner,

v.

OKLAHOMA STATEWIDE VIRTUAL CHARTER
SCHOOL BOARD; ROBERT FRANKLIN, Chairman
of the Oklahoma Statewide Virtual Charter School
Board for the First Congressional District; WILLIAM
PEARSON, Member of the Oklahoma Statewide
Charter School Board for the Second Congressional
District; NELLIE TAYLOE SANDERS, Member of
the Oklahoma Statewide Charter School Board for
the Third Congressional District; BRIAN BOBEK,
Member of the Oklahoma Statewide Charter School
Board for the Fourth Congressional District; and
SCOTT STRAWN, Member of the Oklahoma State-
wide Charter School Board for the Fifth
Congressional District,

Respondents,

**PETITIONER’S BRIEF IN SUPPORT OF
APPLICATION TO ASSUME ORIGINAL
JURISDICTION AND PETITION FOR WRIT
OF MANDAMUS AND
DECLARATORY JUDGMENT**

The Oklahoma Attorney General is compelled, as chief law officer of the State, to file this original action to repudiate the Oklahoma Statewide Virtual Charter School Board’s (“the Board”) Members’ intentional violation of their oath of office and disregard for the clear and unambiguous provisions of the Oklahoma Constitution—one of which has been in place since statehood and was soundly reaffirmed by Oklahoma voters in 2016.¹ Specifically, the Attorney General seeks to undo the unlawful sponsorship of St. Isidore of Seville Virtual Charter School (“St. Isidore”). He is duty bound to file this original action to protect religious liberty and prevent the type of state-funded religion that Oklahoma’s constitutional framers and the founders of our country sought to prevent.

Make no mistake, if the Catholic Church were permitted to have a public virtual charter school, a reckoning will follow in which this State will be faced with the unprecedented quandary of processing

¹ See State Question Number 790, the results of which are publicly available here: <https://www.sos.ok.gov/documents/questions/790.pdf>. Of note, over 57% of Oklahoma voters in 2016 rejected State Question 790 that would have repealed Section 5, Article II of the Oklahoma Constitution, i.e., the constitutional prohibition against directing public money to sectarian institutions. *Id.*

requests to directly fund all petitioning sectarian groups. See *Prescott v. Oklahoma Capitol Pres. Comm'n*, 2015 OK 54, ¶ 3, 373 P.3d 1032, 1045 (Gurich, J., concurring) (in which Justice Gurich acknowledged an onslaught of threatened litigation and applications from groups to erect their own symbols following the installation of the Ten Commandments on Capitol grounds.). For example, this reckoning will require the State to permit extreme sects of the Muslim faith to establish a taxpayer funded public charter school teaching Sharia Law. Consequently, absent the intervention of this Court, the Board members' shortsighted votes in violation of their oath of office and the law will pave the way for a proliferation of the direct public funding of religious schools whose tenets are diametrically opposed by most Oklahomans.

As to the merits, this case is simple: Oklahoma's Constitution disallows sectarian control of its public schools and the support of sectarian practices—indirect or otherwise. It is undeniable that the framers of Oklahoma's Constitution wished to memorialize religious liberty. See OKLA. CONST. art. I, § 2. But it is no coincidence that Section 5 of Articles I and II follow shortly thereafter. Article I, § 5 requires the State “establish[] and maint[ain] . . . a system of public schools, which shall be open to all the children of the state and free from sectarian control” Just as important, Article II, § 5 demands that “[n]o public money . . . shall ever be appropriated . . . or used, directly or indirectly, for the use, benefit, or support of any sect, church, denomination, or system of religion . . . or sectarian institution” These constitutional provisions are an inviolable safeguard to ensuring a strong separation of church and state.

The law requiring the Board to establish procedures “for accepting, approving and disapproving statewide virtual charter school applications,” *see* OKLA. STAT. tit. 70, § 3-145.3(A)(2), mandates that those procedures comply with the Oklahoma Charter Schools Act. *Id.* That act, consistent with constitutional directives, prescribes that 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” *Id.* at § 3-136(A)(2). These sections of Oklahoma’s Constitution and associated laws decidedly preclude the Board’s challenged action.

In sum, despite the clear and unambiguous language of Oklahoma’s Constitution and statutes, the will of Oklahoma’s voters who soundly rejected amending Oklahoma’s Constitution in 2016 to allow public money to be applied to sectarian organizations, and the legal advice by the chief law officer of this State, the Board members violated their plain legal duty to deny sponsorship of St. Isidore. Accordingly, this Court must remediate the Board’s unlawful action.

BACKGROUND

The Board has the sole authority to authorize and sponsor statewide virtual charter schools in Oklahoma. *See* OKLA. STAT. tit. 70, § 3-145.1(A). The Board is vested with regulatory oversight over the schools it charters, through state laws, administrative regulations, and contracts it executes. *See id.* at 3-145.3. The Board’s oversight of charter schools is broad and com-

prehensive as shown in its nearly 250-page authorization and oversight process manual updated as of July 2023. *See* Pet. App. Vol. II at 454-702. For example, once a charter school is sponsored, the Board “provides ongoing oversight and evaluation of sponsored schools through the following practices: Data and evidence collection []; Site visits; Audits; Attendance at governing board meetings; Performance Framework reports []; and External school performance review(s).” Pet. App. Vol. II at 471.

On June 5, 2023, the Board took the unprecedented action—contrary to the advice of the Oklahoma Attorney General—of approving St. Isidore’s revised application for sponsorship (the “Application”). *See* Pet. App. Vol. II at 452. Following the approved Application, the Board’s sponsorship of St. Isidore was not yet complete until the Board and St. Isidore executed a contract for sponsorship on October 16, 2023. *See* Pet. App. Vol. I at 2-22; *see also* OKLA. ADMIN. CODE 777: 10-3-3(a)(1-8). Thus, on October 16, 2023, St. Isidore became an illegally sponsored public virtual charter school.

St. Isidore, by its own admission, is a sectarian school. It made its intent pointedly clear in its voluminous Application:

To create, establish, and operate the School as a Catholic School. It is from its Catholic identity that the school derives its original characteristics and its structure as a genuine instrument of the Church, a place of real and specific pastoral ministry. The Catholic school participates in the evangelizing mission of the Church and is the privileged environment in which Christian education is

carried out. In this way Catholic schools are at once places of evangelization, of complete formation, of inculturation, of apprenticeship in a lively dialogue between young people of different religions and social backgrounds.

Pet. App. Vol. I at 92 (citation and quotations omitted). In its words, St. Isidore intends to conduct its charter school in the same way the Catholic Church operates its schools and educates its students. The key difference is St. Isidore will have the direct financial backing and authorization of the State as a sponsored public virtual charter school barring this Court's intervention.

The Board's sponsorship of St. Isidore, and the conditions set forth in the contract for sponsorship, solidify the sectarian nature of the school. Section 1.5 of the contract dictates that St. Isidore "is a privately operated religious non-profit organization" Pet. App. Vol. I at 2. Even more, section 12.2 sets forth St. Isidore's warranty "that it is affiliated with a nonpublic sectarian school or religious institution." *Id.* at 20. If these provisions leave any doubt, section 4.1 authorizes St. Isidore "to implement the program of instruction, curriculum, and other services as specified in the Application [approved as revised on June 5, 2023]" *Id.* at 4.

A sponsored statewide virtual charter school receives State Aid, among other funding sources. *See e.g.*, OKLA. STAT. tit. 70, §§ 3-145.3(D), 3-142. The contract for sponsorship specifies that it commences on July 1, 2024. Pet. App. Vol. I at 4; § 3.2. Therefore, St. Isidore will begin receiving public money imminently if this Court does not assume original jurisdiction and

compel the Board to follow its plain legal duty and rescind its illegal contract with St. Isidore.²

ARGUMENT AND AUTHORITIES

I. This Court’s Intervention is Appropriate and Necessary

Original jurisdiction of this Court “shall extend to a general superintending control over all . . . Agencies, Commissions and Boards created by law.” OKLA. CONST. art. VII, § 4. The pressing concerns relevant to this matter—imminent redistribution of public funding to a religious sect based on an unlawful State board action and inter-governmental legal claims—certainly merit this Court’s exercise of its original jurisdiction. *See e.g., Indep. Sch. Dist. # 52 of Okla. Cnty. v. Hofmeister*, 2020 OK 56, ¶ 60, 473 P.3d 475, 500, *as corrected* (July 1, 2020) (finding that a public school funding conflict was one of *public juris* because “[i]t present[ed] for adjudication public law issues relating to the internal conduct of government or the proper functioning of the State as such relates to proper accounting and expenditure of State funds.”) (citations omitted); *Ethics Comm’n of State of Okla. v. Cullison*, 1993 OK 37, ¶ 7, 850 P.2d 1069, 1073-74 (determining it proper and consistent with its precedent to exercise its discretionary superintending jurisdiction and provide declaratory relief to resolve “a

² There is precedent for rescinding unlawful board action relating to charter schools. *See* May 24, 2021, meeting agenda and minutes, respectively, for the State Board of Education. Available at: <https://sde.ok.gov/sites/default/files/Agenda%20May%2024%2C%202021%20Special%20Meeting.pdf>; [haps://sde.ok.gov/sites/default/files/May%2024%2C%202021%20SPECIAL%20Mtg.pdf](https://sde.ok.gov/sites/default/files/May%2024%2C%202021%20SPECIAL%20Mtg.pdf).

claimed intolerable conflict between” a State agency and the legislature). The present conflict is consistent with those in which this Court has determined is a matter of public interest.

This Court has identified a “theme running through most” of the cases that it assumes original jurisdiction, which entails “that the matter must be affected with the public interest and there must be some urgency or pressing need for an early determination of the matter.” *Keating v. Johnson*, 1996 OK 61, ¶ 10, 918 P.2d 51, 56. As is self-evident and established above, issues relating to the accounting and expenditure of public State Aid funds is a matter of public interest—even more so when appropriated public money will directly support a sectarian institution. Moreover, the nature of this claim, involving a dispute between two State agencies, justifies this Court’s exercise of its superintending control. This matter is urgent and pressing because the conflict between the parties persists, and the sponsored public virtual charter school, assuming this Court does not exercise its discretionary jurisdiction, will be the first ever sectarian charter school to be directly funded with public money. Furthermore, without this Court’s intervention, the Board has put at risk the billion plus dollars in federal education funds the State receives on a yearly basis.³ In sum, it is appropriate for this

³ A state that wishes to obtain federal education funds for its public schools must submit a plan to the Secretary of the United States Department of Education, with certain assurances, stating that the state will comply with all applicable laws and regulations. 20 U.S.C. § 6311, 7842. Under the Elementary and Secondary Education Act, a charter school must be “nonsectarian in its programs, admissions policies, employment practices, and all other operations.” 20 U.S.C. § 7221i(2)(E). Additionally, fed-

Court to assume original jurisdiction and necessary to resolve the unprecedented pressure on the separation of church and state.

II. Oklahoma’s Constitution, Statutes, and the Board’s Regulations Strictly Prohibit the Sponsorship of a Sectarian Virtual Charter School

The Board violated Oklahoma law when it approved St. Isidore’s Application on June 5, 2023 and executed a contract for sponsorship with the applicant on October 16, 2023. This Court’s issuance of a writ of mandamus is necessary to compel the Board to rescind its unlawful contract with St. Isidore.⁴ The Oklahoma

eral law authorizes the Secretary of Education to withhold funds or take other enforcement action if a state fails to comply with its approved state plan or any applicable laws and regulations. 20 U.S.C. § 1234c, 6311(a)(7). The State of Oklahoma has elected to participate in covered federal education programs and has an approved plan on file with the United States Department of Education. <https://sde.ok.gov/ok-essa-state-plan>. According to the National Center for Education Statistics—the primary statistical agency within the United States Department of Education—Oklahoma received \$1,130,566,000 in fiscal year 2021. <https://nces.ed.gov/pubs2023/2023301.pdf>.

⁴ “Generally, a discretionary writ of mandamus issues to compel the performance of an act by a respondent when a petitioner: has a clear legal right to have the act performed; the act arises from a duty of the respondent arising from an office, trust, or station; the act does not involve the exercise of discretion; the respondent has refused to perform the act; and the writ will provide adequate relief and no other adequate remedy at law exists.” *Kelley v. Kelley*, 2007 OK 100, ¶ 2 n.5, 175 P.3d 400, 403 (citations omitted). The Oklahoma Attorney General, as Petitioner, has a clear legal right to have the act performed because he is “the proper party to maintain litigation to enforce a matter of public interest.” *State ex rel. Howard v. Okla. Comm’n*, 1980 OK 96,

Legislature established the Board and provided it “the sole authority to authorize and sponsor statewide virtual charter schools in the state.” OKLA. STAT. tit. 70, § 3-145.1. Moreover, the Legislature set forth a duty requiring the Board to “[e]stablish a procedure for accepting, approving and disapproving statewide virtual charter school applications” OKLA. STAT. tit. 70, § 3-145.3. That procedure, set forth in Okla. Admin. Code 777, includes several provisions under which the Board is required to comply with Oklahoma law. *See e.g.*, OKLA. ADMIN. CODE § 10-3-3(b)(1)(F) (requiring that new sponsorship applications include “[a]ny other topics deemed necessary by the [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”); § 10-3-3(c)(1)(F) (setting forth application format requirements, including that there be “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[s], regulations, and requirements of the United States of America, State of Oklahoma”); § 10-3-3(d)(8) (requiring that contracts for sponsorship “shall contain any other terms necessary to ensure compliance with applicable provisions of state and/or federal law.”); § 10-3-3(g) (setting forth that adoption of a model sponsorship 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 . . . law”). The

¶ 35, 614 P.2d 45, 52.

Board is thus abundantly aware that its formal actions must comply with State law.

State law clearly bans the Board's action of sponsoring a sectarian organization. Sponsorship of St. Isidore—a sectarian school seeking to receive public money—violates the Oklahoma Charter Schools Act. *See* OKLA. STAT. tit. 70, § 3-136(2) (“[a] sponsor may not authorize a charter school or program that is affiliated with a nonpublic sectarian school or religious institution.”). It matters not whether St. Isidore claims it is a private school or how it otherwise chooses to define itself. It is unavoidably a “sectarian school or religious institution,” which unlawfully obtained a charter sponsorship to conduct the business of the State as a public virtual charter school. Thus, the Board has a clear duty to follow the above unambiguous State law, and this Court must compel its action in conformity therewith. *See supra*, n.5. Any argument that the Board acted within its discretion fails because “[t]he discretion must be exercised under the established rules of law” *State Highway Comm’n v. Green-Boots Const. Co.*, 1947 OK 221, ¶ 21, 187 P.2d 209, 214 (citations omitted). As supported herein, the Board clearly violated its own regulations and Oklahoma law when it voted to sponsor a sectarian institution. It cannot escape this Court’s mandate to compel rescission of the contract for sponsorship by arguing it acted within its discretion.

The wisdom of these statutes and regulations flows from and is anchored in the Oklahoma Constitution. Indeed, Section 5 of Articles I and II of the Oklahoma Constitution, concomitant to the relevant statutes and regulations, forbid the public sponsorship of St. Isidore. Article I, Section 5 unambiguously

requires the provision of “a system of public schools . . . [that] shall be open to all the children of the state and free from sectarian control” OKLA. CONST. art. I, § 5. Seven sections following, Article II, Section 5 requires that [n]o public money . . . shall ever be appropriated . . . or used, directly or indirectly, for the use, benefit, or support of any sect, church, denomination, or system of religion, or for the use, benefit, or support of any priest, preacher, minister, or other religious teacher or dignitary, or sectarian institution as such.” OKLA. CONST. art. II, § 5. Years ago, this Court acknowledged that it is “commonly understood that the term ‘sectarian institution’ includes a school or institution of learning which is owned and controlled by a church and which is avowedly maintained and conducted so that the children of parents of that particular faith would be taught in that school the religious tenets of the church.” *Gurney v. Ferguson*, 1941 OK 397, ¶ 7, 122 P.2d 1002, 1003. The Board’s sponsorship of St. Isidore is obviously the type of harm to religious liberty that these sections prohibit. This scenario is not simply one which involves the chartering of a school, but one in which the State of Oklahoma is explicitly granting state authority to a school that proudly touts its intent to teach the “religious tenets of the church.”

These sections do not interfere with religious liberty. On the contrary, the framers of Oklahoma’s Constitution thoughtfully included these safeguards as believers themselves. “The Oklahoma Constitutional Convention members started their proceedings with a prayer and the invocation of God’s guidance and prefaced the Oklahoma Constitution by invoking God’s guidance, all this showing that they were reli-

gious men who believed in God.” *Prescott v. Okla. Capitol Pres. Comm’n*, 2015 OK 54, ¶ 4, 373 P.3d 1032, 1037 (Taylor, J. concurring, with whom Gurich, J. joins)). Justices in *Prescott* noted that the framers “intended [Article II, Section 5] to be one of the safest of our safeguards,” *id* at ¶ 26 and that the “[Oklahoma Constitutional Convention] wrote Article II, Section 5 knowing the history of the union of Church and State in Europe and in New England in Colonial days, and utilized the lessons learned in those situations.” *Id.* at ¶ 4 (quotations and citation omitted). Justices found that the framers’ structure of the relevant safeguards no coincidence, and that, while men of God,

[the framers] were also men who advocated for the toleration of all religious beliefs and complete separation of church and state by going further than the federal constitution. Closely following the preamble is Article I, Section 2 of the Oklahoma Constitution, which is entitled “Religious liberty—Polygamous or plural marriages.” Section 2 secures “[p]erfect toleration of religious sentiment” and provides “no inhabitant of the State shall ever be molested in person or property on account of his or her mode of religious worship” Okla. Const. Art. I, § 2. Then only three sections later, the Constitutional Convention provided for public schools “free from sectarian control.” Okla. Const. art. I, § 5. Seven sections later, they prohibited the use of state property, directly or indirectly, for the use, benefit, or support of religious group. Okla. Const. art. II, § 5.

While the constitutional framers may have been men of faith, they recognized the necessity of a complete separation of church and state and sought to prevent the ills that would befall a state if they failed to provide for this complete separation in the Oklahoma Constitution.

Id. at ¶ 6 (emphasis added). These “ills” Oklahoma’s constitutional framers sought to prevent will certainly befall the State if this Court does not intervene to compel the Board to follow its plain legal duty and rescind the unlawful contract for sponsorship with St. Isidore. *See supra*, n.5.

In an earlier case involving publicly funded busing for a sectarian institution, this Court correctly determined that “there is no doubt that section 5, article 2 [] prohibits the use of public money or property for sectarian or parochial schools.” *Gurney*, 1941 OK 397 at ¶ 8, 122 P.2d at 1003. This principle logically flows from the necessity of churches to remain free from state control. Indeed, this Court acknowledged that:

we must not overlook the fact that if the Legislature may directly or indirectly aid or support sectarian or denominational schools with public funds, then it would be a short step forward at another session to increase such aid, and only another short step to some regulation and at least partial control of such schools by successive legislative enactment.

Id. at ¶ 16. Here, St. Isidore specifically petitioned the Board to authorize its sectarian goals. The Board’s Members, in violation of their oath of office, acquiesced

in granting St. Isidore's request and made it a public school with the benefit of public money. This arrangement ensures that the State will have a level of regulatory authority over St. Isidore. Such union of church and state is what the Justices in *Prescott* knew and what this Court must prohibit.

III. The Board's Actions Also Violate the Establishment Clause of the First Amendment

Government spending in direct support of religious education violates the Establishment Clause. *See Everson v. Bd. of Educ. of Ewing Twp.*, 330 U.S. 1 (1947). The Establishment Clause applies to the states by incorporation through the Fourteenth Amendment. *Id.* at 14. St. Isidore, an admittedly sectarian school in its "instruction, curriculum, and other services," Pet. App. Vol. I at 4, § 4.1, unabashedly requested a public virtual school charter from the Board—a legislatively created State board having the sole authority to sponsor Oklahoma's virtual charter schools, OKLA. STAT. tit. 70, § 3-145.1. The Board's authorization is in direct contravention of the Establishment Clause, and as discussed above, Oklahoma's Constitution, statutes, and regulations.

The Board will likely argue that St. Isidore possesses a structural degree of separation from the State—a virtual charter contract held by a private entity—allowing it to ignore the constitutionally required separation of church and state. But the United States Supreme Court has held that a private entity's action is that of the state when the state has authorized that entity to act in the state's place with the state's authority—a concept referred to as "sig-

nificant encouragement.” See *Rendell-Baker v. Kohn*, 457 U.S. 830, 840 (1982) (citation omitted). Such encouragement exists where “the government has outsourced one of its constitutional obligations to a private entity.” *Manhattan Cmty. Access Corp. v. Halleck*, 139 S. Ct. 1921 n.1 (2019). Like in *West v. Atkins*, where the United States Supreme Court held a state’s contractual delegation of its duty to provide prisoners healthcare to a physician rendered that physician a state actor. 487 U.S. 42, 56 (1988).

Similarly, when the function performed by the private organization is one that has been “traditionally the exclusive prerogative” of the state, the private entity performing that function for the state is engaged in state action. *Rendell-Baker v. Kohn*, 457 U.S. 830, 842 (1982) (citation omitted). The *en banc* Fourth Circuit recently utilized this analysis, concluding that a charter school operator was a state actor. See *Peltier v. Charter Day Sch., Inc.*, 37 F.4th 104, 122 (4th Cir. 2022), *cert. denied*, 143 S. Ct. 2657 (2023).

Fortunately, the Oklahoma Legislature made the analysis easy in this case by defining “charter school[s]” as “public school[s].” OKLA. STAT. tit. 70, § 3-132(D). A state’s designation of an entity as a state actor is generally accepted when analyzing the U.S. Constitution. For example, the Fourth Circuit, in addressing whether a public charter school was a state actor, recently held: “It was North Carolina’s sovereign prerogative to determine whether to treat these state-created and state-funded entities as public. Rejecting the state’s designation of such schools as public institutions would infringe on North Carolina’s sovereign prerogative, undermining fundamental principles of federalism.” *Peltier*, 37 F.4th at 121.

Here, Oklahoma chose to define charter schools as public schools. Clearly, the choice to treat charter schools as public schools is valid. *See Wentz v. Thomas*, 1932 OK 636, ¶ 87, 15 P.2d 65, 80 (“[T]he power of the Legislature to enact a law is subject to no restriction, except those imposed by state or Federal Constitution,” thus “a legislative act is valid unless prohibited”). Oklahoma’s Constitution certainly supports the Legislature’s choice. *See* OKLA. CONST. art. I, § 5; art. II, § 5. Consequently, Oklahoma’s sovereign prerogative to designate charter schools as public schools, and thus treat them as state actors, should be accepted.

Moreover, Oklahoma is required under OKLA. CONST. art. I, § 5 to “establish and maintain . . . a system of public schools, which shall be open to all the children of the state and free from sectarian control” Oklahoma, in part, through the legislative creation of the Oklahoma Charter Schools Act, fulfills that constitutional duty. *See* OKLA. STAT. tit. 70, § 3-130, *et seq.* As already mentioned, the Oklahoma Legislature went a step further and statutorily defined charter schools—state created, funded, and regulated institutions—as public schools. *Id.* at § 3-132(D). Thus, St. Isidore, in fulfilling its object of creating, establishing, and operating its school “as a Catholic School” to participate in the “evangelizing mission of the Church” does so as an exercise of “power possessed by virtue of state law and made possible only because the [school] is clothed with the authority of state law.” *Vest v. Atkins*, 487 U.S. 42, 49 (1988) (citation and internal quotation marks omitted); *see also Coleman v. Utah State Charter Sch. Bd.*, 673 F. App’x 822, 830 (10th Cir. 2016) (unpublished) (stating

“charter schools are public schools using public funds to educate school children” and “charter schools are not free-floating entities unmoored from state governmental oversight and control”).

In addition to the State relying on St. Isidore to fulfill one of the State’s constitutional responsibilities (i.e., establishing a system of free public schools), St. Isidore is *alternatively* considered a state actor because the State provides “significant encouragement [to charter schools] . . . that the choice must in law be deemed that of the state.” *Rendell-Baker*, 457 U.S. at 840. For example, the Supreme Court has treated a private entity as a state actor when it is controlled by an agency of the State and when it is entwined by governmental policies. *Brentwood Acad. v. Tenn. Secondary Sch. Athletic Assoc.*, 531 U.S. 288, 121 S. Ct. 924, 148 L. Ed. 2d 807.⁵

This is established here because the State brought charter schools into existence and exercises extensive oversight of public charter schools. To begin, the accreditation standards document for public charter schools sets forth more requirements for public charter schools than the application for traditional public junior high and middle schools.⁶ Charter schools must

⁵ The Tenth Circuit previously determined the Oklahoma Secondary School Activities Association (the “OSSAA”), is a state actor due to its entwinement of public institutions and public officials, namely because its officials are public employees, and certain of its functions are authorized by statute. *Christian Heritage v. Oklahoma Secondary School Activities Ass’n*, 483 F.3d 1025, 1030-31 (10th Cir. 2007); *see also Scott v. Oklahoma Secondary School Activities Ass’n*, 2013 OK 84, 313 P.2d 891.

⁶ These are available on the Oklahoma State Department of Education’s official government website. *Compare, e.g.*, 2015-

meet the health, safety, civil rights and insurance requirements that are required of traditional public schools. OKLA. STAT. tit. 70 § 3-136(A)(1). According to the State Department of Education's interpretation, this ranges from the national fingerprint-based criminal history check under OKLA. STAT. tit. 70, § 5-142 to Oklahoma Employees Insurance and Benefits Act under OKLA. STAT. tit. 74, §§ 1301-1323.⁷ Charter schools must also report a myriad of student and school performance information to the State. These reports support transparency in the public expenditure of funds and serve as the basis for State-issued school report cards. OKLA. STAT. tit. 70, § 3-136(A)(4), (6), (18); §§ 5-135, 5-135.2; §§ 1210.544-1210.545. Consequently, even if the Board were not relying on St. Isidore to perform one of the State's constitutional responsibilities, St. Isidore would still be a state actor because of the State's extensive oversight of public charter schools.⁸

The Board will likely attempt to distance St. Isidore from what St. Isidore has become through its

2016 Application for Accreditation: Junior High/Middle School Available at: <https://sde.ok.gov/sites/ok.gov.sde/files/documents/files/Mid-Jr/%20Combined%20%202016-2017.pdf>. *with* 2015-2016 Application for Accreditation: Charter School Available at: <https://sde.ok.gov/sites/ok.gov.sde/files/documents/files/Charter%20Combined%202016-2017.pdf>.

⁷ See also Pet. App. Vol. II at 704-15, Oklahoma State Department of Education Accreditation Compliance Review Sheet.

⁸ Moreover, the executed contract for sponsorship between the Board and St. Isidore demonstrates additional ways in which the State will be involved in the Catholic School's affairs. See e.g., Pet. App. Vol. I at 7-19; §§ 6.1.6, 6.1.8, 6.4, 7.2, 7.3, 7.9, 7.13, 7.14, 7.16, 7.17, 8.11.5, 9.2, 9.2.1, and 11.7.

contract with the Board—a public school. But this is nothing more than an exercise in word play. This Court should not allow St. Isidore to avail itself of the benefits of being a public school, while it cherry picks rules that apply to it (conveniently not to include the separation of church and state). These types of word play are precisely what Article II, Section 5 prevents: “circumvention based upon mere form and technical distinction.” *Prescott v. Oklahoma Capitol Preservation Commission*, 2015 OK 54, ¶ 5, 373 P.3d 1032.

If this Court were to adopt the Board’s likely position—that a sectarian charter school may maintain its private status, i.e., not become a state actor, even though it is a public school under Oklahoma law—it would leave “[Oklahoma’s] citizens with no means for vindication of [constitutional] rights.” *See West*, 487 U.S. at 56-57 & n.14 (citation omitted). Such an outcome would allow Oklahoma to “outsource its educational obligation[s] to charter school operators, and later ignore blatant, unconstitutional discrimination committed by those schools.” *Peltier*, 37 F.4th 104 at 118. Accordingly, this Court should follow the rule rendering “a private entity a state actor” when the state delegates its responsibility to that entity and prevent the Board from annihilating the Establishment Clause. *Id.* citing *West*, 487 U.S. at 56.

IV. Recent U.S. Supreme Court Cases Do Not Invalidate Oklahoma’s Prohibition Against Sectarian Control of Public Schools, Including Public Charter Schools

It is also anticipated that the Board will cite to recent U.S. Supreme Court cases such as *Trinity*

Lutheran Church of Columbia, Inc. v. Comer, 137 S. Ct. 2012 (2017), *Espinoza v. Montana Dep't of Revenue*, 140 S. Ct. 2246 (2020), and *Carson v. Makin*, 142 S. Ct. 1987 (2022), for the proposition that the State cannot disqualify religious institutions from operating charter schools. But these cases have no application here. These U.S. Supreme Court cases are about the basic directive that: “A State need not subsidize private education. But once a State decides to do so, it cannot disqualify some private schools solely because they are religious.” *Espinoza*, 140 S. Ct. at 2261 (emphasis added).

Here, St. Isidore is not a “private school.” Under Oklahoma law, it is public school. OKLA. STAT. tit. 70, § 3-132(D). Therefore, these recent U.S. Supreme Court cases have no relevance to this dispute.

Moreover, this case is not about St. Isidore being precluded from receiving a public benefit. There are already numerous public funds St. Isidore is eligible to receive—directly or indirectly—as a Catholic private school. *See e.g.* 70 O.S. §§ 13-101.2 and 28-100-28-103. The problem with the St. Isidore contract is that the State has gone a step further and made St. Isidore a state actor. By way of analogy, if the State decided to allocate public funds for private entities to beef up security, the State would of course be precluded from preventing the Catholic Church and other sectarian organizations from receiving those funds. However, if the State decided to start authorizing private entities to take over operations of the Oklahoma Highway Patrol, it would violate the Establishment Clause for the State to authorize a “Catholic Church Highway Patrol.” Consequently, the issue here is not the public funds going to St. Isidore, it is the fact that the State

has turned the Catholic Church into a state actor. The latter clearly violates the Establishment Clause and must be stopped.

CONCLUSION

For the foregoing reasons, this Court should grant Petitioner's requested relief to correct the Board's unlawful actions.

Respectfully Submitted,

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