

Renewal Contract for Charter School Sponsorship

This Renewal Contract (the "Contract") executed this ____ day of _____, 2022 (the "Effective Date") by the Oklahoma State Board of Education (the "Sponsor"), and the Board of Juvenile Affairs ("OJA"), the governing authority of the Oklahoma Youth Academy Charter School (the "Charter School") shall set forth the terms and conditions of sponsorship of the Charter School in accordance with the requirements of the Oklahoma Charter Schools Act and shall constitute the Charter of the Oklahoma Youth Academy Charter School.

1. Recitals

- 1.1. WHEREAS the Oklahoma State Legislature has enacted the Oklahoma Charter Schools Act set forth at 70 O.S. § 3-130 et seq.; and
 - 1.2. WHEREAS the provisions of the Oklahoma Charter Schools Act apply to all charter schools formed and operated under the provisions of the Act; and
 - 1.3. WHEREAS the State Board of Education, a state board established by authority of 70 O.S. § 3-104 has the authority to authorize and sponsor a charter school when the applicant 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 and in the state; and
 - 1.4. WHEREAS the Board of Juvenile Affairs of the Office of Juvenile Affairs, a state agency, is the governing authority of Oklahoma Youth Academy Charter School, pursuant to 10A O.S. §2-7-616 with its principal place of business located at 3812 N. Santa Fe, Suite 400, Oklahoma City in Oklahoma County, Oklahoma; and
 - 1.5. WHEREAS the Charter School submitted an application for sponsorship to the Board on September 4, 2014; and
 - 1.6. WHEREAS the Charter School's application for sponsorship was timely approved at a special meeting of the Board on November 19, 2014 in accordance with the requirements of 70 O.S. § 3-134;
 - 1.7. WHEREAS on January 8, 2015 the Parties entered into a contract for the Board's sponsorship of the Charter School;
 - 1.8. WHEREAS on January 25, 2018 the Parties entered into an amended contract extending the Board's sponsorship of the Charter School for three (3) years; and
 - 1.9. WHEREAS on December 16, 2021, the Board has voted to re-authorize the Charter School for five (5) years, subject to parties executing a mutually agreeable charters school renewal contract.
- NOW THEREFORE in consideration of the foregoing recitals, the Parties enter into this Contract pursuant to the terms and conditions set forth herein.

2. Definitions. For purposes of this Contract, each of the following words and terms shall have the following meaning:

- 2.1. **"Applicable law"** means all federal and state statutes and accompanying regulations applicable to 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 at 70 O.S. § 18-107.
- 2.3. **"Board"** means the State Board of Education.
- 2.4. **"Contract" or "charter"** means this contract executed between the Board and the governing authority of the Charter School.
- 2.5. **"Extracurricular activity"** means any student activity, club, organization, meeting or event offered or organized by the Charter School that is attended by students and unrelated

to the Charter School's curriculum-based program of instruction set forth in Section 4 of this Contract.

- 2.6. **"Financial records"** means all documents in paper or electronic form relating to funds of the Charter School including, but not limited to, all public funds disbursed to the Charter School pursuant to state or federal law.
- 2.7. **"OSDE" or "Department"** means the Oklahoma State Department of Education.
- 2.8. **"Public Funds"** means any funding provided to the OJA from the State Board of Education through the Oklahoma State Department of Education, including but not limited to federal funding and state appropriations for financial support of common schools. "Public funds" shall not include funding that is appropriated to or received by the Office of Juvenile Affairs from other sources.

2.9. **"Secure Facility"** means a facility, maintained by the state exclusively for the care, education, training, treatment, and rehabilitation of delinquent juveniles or youthful offenders which relies on locked rooms and buildings, and fences for physical restraint in order to control behavior of its residents, or as defined in 10A O.S. § 2-1-103.

2.10. **"Community-based services" or "community-based programs"** means services or programs which maintain community participation or supervision in their planning, operation, and evaluation. Community-based services and programs may include, but are not limited to, emergency shelter, crisis intervention, group work, case supervision, job placement, recruitment and training of volunteers, consultation, medical, educational, home-based services, vocational, social, preventive and psychological guidance, training, counseling, early intervention and diversionary substance abuse treatment, sexual abuse treatment, transitional living, independent living, and other related services and programs;

Commented [A1]: Is this term/phrase used in the contract? I did not see it when I did a search, but I might have missed it. If it is not included, will you please explain the context for its inclusion as a defined term?

3. General Provisions

3.1. **Authority.** Upon the Effective Date of this Contract, the Board of Juvenile Affairs (OJA) is hereby authorized by the Sponsor to operate a charter school in accordance with the terms and conditions set forth in this Contract and the Oklahoma Charter School Act at 70 O.S. § 3-130 et seq. and all accompanying statutes and regulations applicable to charter schools. Any act by the Charter School or its governing board that is inconsistent with the terms of this Contract or the Oklahoma Charter School Act is hereby deemed a material violation of this Contract and shall constitute good cause for termination of this Contract and revocation of the Charter.

Deleted: a charter

3.2. **Term of the Contract.** This term of the Contract and date of expiration of the Charter shall be five (5) years from the Effective Date of this Contract.

Yearly Report. the Board of Juvenile Affairs (OJA) will report to the Sponsor on the operations of the Charter School. The report shall include, but not be limited to the requirements of 70 O.S. §3-135(C)

Deleted: Sponsoron

4. The Charter School Program of Instruction

4.1. **Description of program of instruction.** The Charter School is authorized to implement the program of instruction, curriculum, and other services described herein as "Attachment 1." The Charter School shall limit its programs of instruction and curriculum to the following:

Deleted: T

Deleted: will

Commented [A2]: Working with this based on our conversation regarding potential instruction to earlier grades and a potential change in law to authorize it.

4.1.1. **Grade levels.** If authorized by Applicable Law, the Charter School may provide a comprehensive program of instruction for grades Kindergarten through 12.

Deleted: 6

4.1.2. Summary of student services to be provided. Other services that will be provided to Charter School students in accordance with the description of the program and curriculum set forth above and in the Charter School's application are summarized as follows: Concurrent enrollment, career and technology instruction, credit recovery programs. GED programs and opportunities will only be considered to students who, at the time of discharge, have not met graduation requirements set forth in 70 O.S. § 11-103.6

4.1.3. Instructional Hours. The Sponsor and the Board of Juvenile Affairs agree that the Charter School will adopt an alternative hourly/day schedule to meet the requirements of 70 O.S. § 1-109, so that the Charter School may provide daily, as necessary and required by law, supplemental educational services, therapy, and any other services required by statute or regulation.

4.2. Graduation requirements. The Board of Juvenile Affairs (OJA) will comply with the graduation requirements set forth in 70 O.S. §13-130, *et seq.*

4.3. Textbooks and curriculum materials. The Board of Juvenile Affairs (OJA) shall provide all enrolled students with sufficient textbooks, workbooks, curriculum 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. A description of the curriculum equipment and materials that will, at a minimum, be provided to each student during every school year of operation is attached hereto as "Attachment 2."

4.3.1. Equipment and technology necessary to provide special education and related services to students with disabilities. In addition to the materials provided to students in accordance with the provisions of Section 4, the Board of Juvenile Affairs (OJA) shall provide any additional equipment and/or technological aids to students with disabilities as necessary to ensure equal access to the Board of Juvenile Affairs' (OJA) program of instruction in accordance with the student's IEP or Section 504 plan.

4.4. Intramural Extracurricular activities. Nothing in this Contract shall obligate the Sponsor or the OSDE to provide funding of extracurricular activities to the Board of Juvenile Affairs (OJA) unless explicitly required by statute or regulation. The Board of Juvenile Affairs (OJA) agrees that only students committed to the custody of OJA will participate in any intramural extracurricular activities conducted pursuant to this paragraph.

5. Charter School Operations

5.1. Transportation. The Board of Juvenile Affairs (OJA) acknowledges that as a charter school, daily transportation of students to and from a school site is not required and that compensation for daily haul will not be provided by the Sponsor. However, the Board of Juvenile Affairs (OJA) may provide transportation to students as necessary for limited circumstances (e.g., transportation of students to secure testing sites, transportation to Career Technology Centers), provided that the Board of Juvenile Affairs (OJA) shall not be eligible to receive transportation supplement funds set forth in the state aid formula set forth at 70 O.S. § 18-200.1.

5.2. Facilities. The Board of Juvenile Affairs (OJA) acknowledges that 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 express agreement to do so. The Sponsor and the Board of Juvenile Affairs (OJA) are public bodies, established pursuant to 70 O.S. § 3-104

and 10A O.S. § 2-7-101, respectively. Both parties agree that real and/or personal property leased and/or purchased shall be acquired in accordance with Applicable Law. **All furniture and equipment purchased with state and local public funds shall be inventoried and a copy of such inventory may be requested by the SBE. The primary location of the Charter School shall be at a Secure Facility located at:**

INSERT ADDRESS

Provided, pursuant to House Bill 3872 (2022), the Charter School and its governing board is not required to have physical locations as school sites where an OJA facility for youth is located. The Charter School and School Board may provide instructional services to students through distance learning, provided the requirements in law and/or administrative regulations are complied. Additionally, the Charter School and School Board may provide instructional services to students at either: 1) the legal residence of a student, if the student is released from OJA recover and has minimal credits remaining to graduate or a facility approved as a charter school site. The School Board shall notice the SBE of any change in the location(s) of the Charter School. The School Board will be responsible for the construction/renovation and maintenance of any facilities owned or leased by it. The School Board will be responsible for ensuring compliance with all ADA accessibility requirements. This provision only applies to facilities not owned or controlled by SBE.

6. **Charter School Management and Administration.** The Chief Administrative Officer of the Charter School shall be determined by the Executive Director of the Office of Juvenile Affairs pursuant to 10A O.S. §2-7-616 and shall hold the job title of Superintendent/Principal or Education Director. The duties of the Chief Administrative Officer shall include management and administration of the Charter School as described herein as "Attachment 3."
7. **Funding, fiscal management, and financial reporting.** In accordance with the provisions of 70 O.S. § 3-136(A)(6), the Charter School shall comply with the same state and federal statutes and regulations relating to reporting requirements, financial audits, audit procedures, and audit requirements applicable to Oklahoma public school districts unless otherwise expressly exempted by statute or regulation. In addition, the Board of Juvenile Affairs (OJA) agrees to meet any additional requirements set forth herein deemed necessary by the Sponsor to ensure proper oversight and management of the Charter School's use of public funds. Such compliance requirements include, but are not limited to the following provisions:
 - 7.1. **Fiscal year.** The Board of Juvenile Affairs (OJA) shall operate the Charter School on a fiscal year basis. The Charter School's fiscal year shall begin July 1 and end on June 30 of the following calendar year.
 - 7.2. **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.
 - 7.3. **No Authority to Bind Sponsor to Third Parties Agreements.** The terms of this Contract shall not be construed as either express or implied authority of the Board of Juvenile Affairs (OJA) to extend the faith and credit of the Sponsor or contractually bind the Sponsor to any third person or entity. The Board of Juvenile Affairs (OJA) agrees and acknowledges that the Sponsor's financial obligations to Charter School are limited to the distribution of public funds, as authorized by law.

7.4. Assets of the Charter School. The Board of Juvenile Affairs (OJA) shall not apply, hold, credit or extend credit, transfer, or otherwise make use of funds, assets, or resources of the Charter School obtained through the use of public funds for any purpose other than operation of the Charter School in accordance with the provisions of this Contract.

7.4.1. 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 without prior written consent of the Sponsor.

7.5. Prohibition against encumbrance. The Board of Juvenile Affairs (OJA) 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. 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 Board and the OSDE/State Board of Education, and the terms of this Contract. Calculation of state aid shall be determined by the State Department of Education in accordance with the provisions of the Oklahoma Charter Schools Act at 70 O.S. § 3-142 and accompanying State Department of Education regulations and state statutes pertaining to calculation of weighted average daily membership, average daily attendance and other applicable student counts. The Board of Juvenile Affairs (OJA) agrees that it shall maintain accurate and up-to-date records of student attendance, enrollment, student grade level, and pupil categories to the OSDE and immediately report such changes as necessary to ensure accurate calculation of state aid and weighted average daily membership in accordance with the requirements and deadlines set forth by 70 O.S. § 18-200.1 and accompanying regulations.

7.7. Disbursement of state aid. The Sponsor agrees to disburse the state aid allocation and any other state-appropriated revenue generated by enrolled students of the Charter School to the Board of Juvenile Affairs (OJA). The Sponsor shall provide eleven (11) monthly invoices for payment due, one invoice for each month the Charter School receives State Aid funding. The eleven (11) invoices, in sum, will equal three percent (3%) of the total state aid allocation paid to the Charter School for that fiscal year. The Charter School shall pay the Sponsor within 30 days of receipt of an invoice as a fee for administrative services rendered.

Deleted: three percent

Deleted: rendered..

7.8. Use of public funds by the Charter School. The Charter School agrees that any federal, state or local funds disbursed to the Board of Juvenile Affairs (OJA) for operation of the Charter School shall be used solely and exclusively for the operation of the Charter School.

7.9. Commingling of funds prohibited. The Charter School shall not commingle public funds disbursed to the Board of Juvenile Affairs (OJA) for operation of the Charter School with the funds of any other person or entity. OJA shall maintain separate and distinct accounting, auditing, budgeting, reporting, and recordkeeping systems for the management and operation of the Charter School.

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

7.10.1.

7.11. Reporting. The Board of Juvenile Affairs (OJA) shall use the Oklahoma Cost Accounting System method to report financial transactions to the Sponsor and the OSDE, and shall fully comply with all provisions of State law regarding reporting school expenditures.

7.11.1. Yearly financial statement provided to Sponsor. The Board of Juvenile Affairs (OJA) shall provide the Sponsor with a yearly 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 is substantially the following form:

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

The OJA Director of Finance shall serve as the Charter School's treasurer for purposes of meeting statutory requirements.

7.12. Annual audit. The Board of Juvenile Affairs (OJA) 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 at 70 O.S. § 22-103 and accompanying regulations. Any expense of the audit shall be borne by the OJA. The Sponsor may require the Charter School to present the audit at a regular or special meeting of the Board.

7.13. Recordkeeping. The Board of Juvenile Affairs (OJA) shall maintain all financial records necessary to demonstrate compliance with the provisions of this Contract 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 in accordance with the provisions of the Records Management Act, at 67 O.S. § 201, *et seq.*, and for at least seven (7) years from the ending date of the latest fiscal year(s) to which the record relates. The Board of Juvenile Affairs (OJA) shall maintain and retain student educational records in accordance with the Family Educational Rights and Privacy Act (FERPA).

8. Compliance with the Oklahoma Charter Schools Act. The Board of Juvenile Affairs (OJA) shall ensure the Charter Schools' compliance with all of the following provisions:

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. 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 students, including, but not limited to the following provisions:

8.3.1. The Charter School shall participate in all state testing required by the Oklahoma School Testing Program Act and accompanying OSDE regulations, including, but not limited to testing required by the Reading Sufficiency Act at 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 accompanying regulations.

8.3.2. The Charter School shall comply with all requirements for timely reporting 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 OSDE Office of Accountability and Assessment as requested and in accordance with the deadlines established by the OSDE.
- 8.4. Student Performance Benchmarks.** The Charter School agrees to comply with the Academic Performance Framework attached hereto as "Attachment 2" meet or exceed the following student performance benchmarks:
- 8.5. Plan of improvement.** In the event that the Charter School fails to meet one or more of the performance benchmarks set forth in Attachment 12 of this Contract during any school year during the term of this Contract, the Board may require the Charter School to submit to the Sponsor for approval a plan of improvement to be implemented during the following school year. Upon approval by the Sponsor, the plan of improvement shall be incorporated into the terms of this Contract, and the Charter School shall implement the plan of improvement for any school years remaining during the terms of the Contract, provided that approval of a plan of improvement shall not be construed as a waiver of any rights of the parties to terminate or non-renew the Contract. Failure by the Charter School to meet one or more of the performance benchmarks for two consecutive years shall constitute good cause for termination or non-renewal of the Contract. The Sponsor may take into consideration annual aggregate student performance growth, by grade level on the assessments administered pursuant to the Oklahoma School Testing Program Act. The measure of growth shall be compared from year one to year two, and in subsequent years if applicable.
- 8.6.** The Sponsor may take into consideration growth demonstrated by students committed to the custody **or supervision** of the Board of Juvenile Affairs (OJA) on benchmark assessments administered to the student upon admittance/placement and withdrawal from the Charter School for purposes of maintaining accreditation from the American Correctional Association (ACA) and Title 10A. This paragraph may apply only if the benchmark used to assess students is an assessment approved by the Sponsor pursuant to 70 O.S. § 1210.508C.
- 8.7.** The requirements of Sections 8.4 and 8.5 of this Contract shall not serve as a substitute for or exempt the Charter School from statewide accountability systems or school improvement measures applicable to all public schools in the State.
- 8.8. Students with disabilities.** The Board of Juvenile Affairs (OJA) shall comply with all federal and state laws and regulations relating to the education of children with disabilities in the same manner as an Oklahoma public school district (local education agency (LEA)), including, but not limited to the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. § 1400 et seq. and accompanying federal and state regulations; Section 504 of the Rehabilitation Act of 1973 at 29 U.S.C. § 703 et seq. ("Section 504) and accompanying federal and state regulations; Title II of the Americans with Disabilities Act (the "ADA") at 42 U.S.C. § 12101 et seq. and accompanying federal and state regulations; and Policies and Procedures of the State Department of Education for Special Education in Oklahoma governing the education of children with disabilities. The Charter School agrees that its plan of compliance shall include implementation of the policies and procedures attached hereto as "Attachment 4."
- 8.8.1.** The requirements of the paragraph shall include the provision of supplemental services to students with disabilities, pursuant to state and federal law.
- 8.9. Students with Limited English Proficiency/English Language Learners.** The Charter School shall comply with all federal and state laws pertaining to education of

students identified as Limited English Proficient and/or English Language Learners, including, but not limited to, ensuring equal access the Charter School's program of instruction and related educational services in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and amendments of 1974 at 42 U.S.C. § 2000d et seq. and accompanying federal and state regulations. The Charter School agrees that its plan of compliance shall include implementation of the policies and procedures attached hereto as "Attachment 5."

8.10. Governing body. The Board of Juvenile Affairs (OJA) shall be responsible for the policies and oversight of the Charter School as required by 10A O.S. § 2-7-616. At the inception of the Contract, the governing body of the charter school shall consist of the OJA Board Members listed in the document attached hereto as "Attachment 6."

8.10.1. Notification to Sponsor of changes in governing body. The Charter School shall notify the Sponsor of any changes in membership of the governing body within five (5) business days of the date of election or appointment.

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

8.10.3. Federal and state laws pertaining to confidentiality of student records. The Charter School shall comply with all provisions of federal and state laws 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 Part B of the Individuals with Disabilities Education Act (IDEA).

8.10.4. Board Meeting Packet Submission. Within ten (10) days after a public meeting of the governing body of the Charter School, the Charter School will provide electronically to the Sponsor's designated contact, copies of all documents, presentations, handouts, and other materials either distributed to or shown to governing board members in conjunction with the governing board meeting.

8.11. Student attendance and placement. The Charter School shall ensure that no student committed to the custody **or supervision** of the Office of Juvenile Affairs shall be denied admission to the Charter School on the basis of race, color, national origin, sex, disability, age, proficiency in the English language, religious preference or lack thereof, income, aptitude or academic ability. In addition, the Charter School shall ensure student placement is conducted in accordance with the Charter School's admission policies and procedures attached hereto as "Attachment 7."

Deleted: Affairs shall

Deleted: student placement

8.11.1. Tuition and fees. The Board of Juvenile Affairs (OJA) agrees that students and/or parents or legal guardians of students shall not be charged tuition or fees. The prohibition against charging tuition or fees applies to any attempt by the school, the governing body of the school, or employees or contractors of the school, either directly or indirectly, to recover costs of offering curriculum-based programs of instruction and related services to students.

8.11.2. Student placement by lottery. In the event the Charter School is required to implement a lottery selection process due to a limitation in placement capacity, the Board of Juvenile Affairs (OJA) shall provide the Sponsor with an opportunity to have a representative present to monitor and/or observe the lottery proceedings. The Charter School Board of Juvenile Affairs (OJA) 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 accompanying meetings. If a lottery results in generation of a waiting list for placement, 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 accompanying meetings.

8.11.3. Enrollment and placement. The Board of Juvenile Affairs (OJA) agrees that placement 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, subject to the placement plan set forth in this Contract, attached hereto as "Attachment 8."

8.11.4. Enrollment plan. The Board of Juvenile Affairs (OJA) agrees to limit the number of students admitted to the Charter School to the capacity limit of the sites/facilities approved by the Sponsor, respectively.

8.11.5. Course size/teacher assignments. During each school year of operation, the Board of Juvenile Affairs (OJA) agrees to limit the number of students assigned to a teacher in each core curriculum course to a maximum of 10-12 students per teacher.

8.11.6. Student attendance. The Board of Juvenile Affairs (OJA) 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 Art. 13 § 4 of the Oklahoma Constitution, 70 O.S. § 10-105 and accompanying OSDE regulations.

Deleted: The Board

8.11.6.1. Attendance officer. The Board of Juvenile Affairs (OJA) agrees that it will designate an attendance officer as necessary to ensure the Charter School's compliance with all compulsory attendance requirements set forth under Oklahoma law and ensure accurate recording, maintenance, and reporting of student attendance as required by Oklahoma law.

8.11.7. State student records system. The Board of Juvenile Affairs (OJA) agrees to participate in the state student records system (WAVE) as required by the provisions of 70 O.S. § 3-160 and accompanying OSDE regulations to ensure compliance with the tracking and reporting requirements of the Elementary and Secondary Education Act of 2001 ("ESEA").

8.12. School year. The Board of Juvenile Affairs (OJA) shall provide instruction each year for at least the number of school days or hours required in 70 O.S. § 1-109 and hours set forth at 70 O.S. § 1-111(A). In the event an emergency such as severe weather interferes with delivery of the program of instruction to student's attendance, cancellation of school programs, activities, or instruction shall be conducted in accordance with the Charter School's emergency policies and procedures attached herein as "Attachment 9."

8.13. School calendar. No later than August 1 prior to each school year, the Board of Juvenile Affairs (OJA) shall provide the Sponsor with written notification of the school calendar for the upcoming school year adopted by the Charter School governing body. The notification shall include the number of days and hours per day of instruction.

8.14. Student conduct and discipline. The Board of Juvenile Affairs (OJA) shall comply with student suspension requirements set forth at 70 O.S. § 24-101.3 in accordance with the Charter School's student conduct, discipline, and due process provisions attached hereto as "Attachment 10." The Charter School's policy may not permit suspension or discipline of students without continued provision of educational and supplemental services. Further,

Deleted: " The

the conduct and discipline policies adopted by the Board of Juvenile Affairs (OJA) must comply with paragraph 8.6 of this Contract.

- 8.15. Employees.** The Board of Juvenile Affairs (OJA) shall ensure that employment of the Charter School's personnel is conducted in accordance all applicable state and federal statutes and regulations 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 qualifications, policies, and procedures attached hereto as "Attachment 11." Nothing in this section shall in any way affect or be construed as imposing additional liability or additional requirements upon the Board of Juvenile Affairs (OJA).

8.15.1. Oklahoma Teachers Retirement System. In accordance with 10A O.S. §2-7-616 instructional and administrative employees of the Office of Juvenile Affairs (OJA) assigned to the Charter School will participate in the Oklahoma Teachers' Retirement System. The Board of Juvenile Affairs (OJA) agrees that it will fully comply with all statutes and regulations governing OTRS.

8.15.2. Employment contracts. The Executive Director of OJA, pursuant to the authority provided in 10A O.S. § 2-7-616, shall ensure that all contracts for services with teachers and school personnel shall comply with the requirements of 70 O.S. § 3-135(B). The Board of Juvenile Affairs (OJA) agrees to report school personnel to the OSDE as support personnel and certified personnel, not as "contracted services."

8.15.3. Required disclosures. Upon contracting with any teacher or other personnel, the Executive Director of OJA shall, in writing, disclose employment rights of the employees in the event the Charter School closes or is not renewed. (See 10A O.S. § 2-7-616)

8.15.4. Instructional personnel. The Board of Juvenile Affairs (OJA) agrees that all individuals employed to teach students enrolled in the Charter School shall possess a teaching certificate issued by the OSDE that is valid for the entire period of the contract for employment or be otherwise qualified as determined by the Executive Director of OJA. Provisions of this paragraph shall not apply to special education teachers, in accordance with the provisions of paragraph 8.6 of this Contract.

8.15.5. Background checks. The Board of Juvenile Affairs (OJA) agrees that it shall comply with the provisions of state statutes and regulations pertaining to background checks of school district employees and OJA policies regarding background checks.

8.15.6. Flexible Benefit Allowance. Oklahoma state law provides for the distribution of Flexible Benefit Allowance payments to public school employees pursuant to 70 O.S. § 26-105. The Board of Juvenile Affairs (OJA) and the Sponsor agree that OJA employees assigned to the Charter School will be classified as state employees and receive compensation for the cost of health benefits from the State of Oklahoma, and as such, shall not be qualified to receive the FBA from the OSDE .

8.15.7. National Board Certification. Oklahoma state law provides annual bonuses to qualified public school teachers employed by public school districts. Specifically, 70 O.S. § 6-204.2 provides for an annual monetary bonus to qualified public school teachers who are teaching full-time in an Oklahoma public school. The Board of Juvenile Affairs (OJA) and the Sponsor agree that certified teachers employed by

OJA, who meet each statutory qualifications/restrictions, shall be eligible to receive the NBCT bonus.

8.16. Open Meeting Act and Open Records Act. The Charter School and its governing body shall comply with all provisions of the Oklahoma Open Meeting Act at 25 O.S. § 301 et seq. and the Open Records Act at 51 O.S. § 24A.1 et seq.

8.17. Contracts. The Office of Juvenile Affairs may enter contracts and sue and be sued in accordance with state law.

8.18. Disposition of property. Within sixty (60) calendar days of the date of expiration or termination of this Contract/Charter, or upon failure of the Board of Juvenile Affairs (OJA) to continue operations, all real and personal property obtained by the Charter School with public funds shall revert to the Sponsor, and the Board of Juvenile Affairs (OJA) shall ensure execution of any title documents necessary to ensure legal title of such property is transferred to the Sponsor, subject to approval by the Oklahoma Office of Management and Enterprise Services.

8.19. Upon the expiration or termination of this Charter/Contract, or upon failure of the Board of Juvenile Affairs (OJA) to continue operations, any and all remaining debt, non-payable warrants, certificates of indebtedness, and financial obligations related to the operation of the Charter School will be assumed by the Board of Juvenile Affairs (OJA).

8.20. Amendments to charter. All amendments to the Charter School charter shall require approval by the majority of both the Board of Juvenile Affairs (OJA) and approval of the Sponsor. The amendment shall be documented in writing and include minutes of the board meeting in which the amendment was approved.

8.21. Compliance inspections. The Board of Juvenile Affairs (OJA) agrees to permit inspections of the Charter School by the Sponsor and the State Department of Education as necessary to ensure compliance with the provisions of this Contract and applicable state and federal statutes and regulations.

9. Assumption of Liability

9.1. Liability. The Board of Juvenile Affairs (OJA) 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 statutes or regulations.

9.2. Insurance. The Board of Juvenile Affairs (OJA) acknowledges the provision of 70 O.S. §3-136 (A)(13) that a charter school shall be considered a school district for the purposes of tort liability under the Governmental Tort Claims Act. The Sponsor acknowledges that the Board of Juvenile Affairs (OJA), as an agency of the State of Oklahoma, is a covered entity under the Oklahoma Governmental Tort Claims Act.

9.2.1. Verification of insurance. Prior to commencing operation of the Charter School for the fiscal years set forth in this Contract and on an annual basis thereafter, the Board of Juvenile Affairs (OJA) 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 under the Oklahoma Governmental Tort Claims Act set forth at 51 O.S. §§ 151 et seq. In addition, the Board of Juvenile Affairs (OJA) 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, and/or

local funds. The Sponsor shall not disburse state aid funds to the Board of Juvenile Affairs (OJA) unless and until compliance with the requirements of this Section has been met.

10. Contract Modifications, Renewal, and Termination

10.1. Modification of Contract for Sponsorship. The parties agree that this Contract may not be modified or amended orally. Modification and/or amendment to this Contract shall be by written instrument only that has been executed by all parties and approved and authorized by a majority of the Board and the governing body of the Charter School. Failure by the parties to agree on modified terms shall not constitute a basis for invoking rights to dispute resolution or mediation set forth under the Oklahoma Charter Schools Act.

10.1.1. Addition of school sites. Requests submitted by the Board of Juvenile Affairs (OJA) to add additional school sites to this Application shall be considered by the Board as an amendment to this Contract if the educational program(s) to be administered in the new site(s) is substantially similar to the identified educational program(s) identified in the approved Application and corresponding provisions of this Contract. The Board of Juvenile Affairs (OJA) shall be required to submit the request in writing to the Sponsor. The request submitted by OJA shall include the information specified in 70 O.S. § 3-134 and 70 O.S. § 3-135. The Sponsor shall consider the request within ninety days (90) of receipt, by approving or denying the request. If the request to add additional sites is not approved by the Sponsor, the Board of Juvenile Affairs (OJA) may submit the request as a new charter school application pursuant to 70 O.S. §-3-134. The denial of a request to add additional site(s) pursuant to this Subsection shall not be subject to the provisions of 70 O.S. §3-137.

10.2. Renewal of Contract for Sponsorship. Renewal of this Contract shall be conducted in accordance with the provisions of 70 O.S. § 3-137 and the policies and procedures set forth in the accompanying regulations of the Board in effect as of the date of receipt of the Board of Juvenile Affairs' (OJA) application for renewal by the Sponsor.

10.3. Termination of Contract for Sponsorship. Termination of this Contract shall be conducted in accordance with the provisions of 70 O.S. § 3-137 and the policies and procedures set forth in the accompanying regulations of the Board in effect as of the date the Sponsor's notification of its intent to terminate is received by Board of Juvenile Affairs (OJA) in accordance with the requirements of 70 O.S. § 3-137.

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

11. Miscellaneous Provisions

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 this Contract, including the approved Application submitted by the Board of Juvenile Affairs (OJA), and the 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 of contract.** This Contract has been prepared jointly by the parties and shall not be construed more or less favorably with respect to either party.
- 11.2.2. Amendments.** All amendments to this Contract shall be executed in writing and shall be valid only upon mutual written approval by the governing bodies of the Sponsor and the Charter School.
- 11.2.3. Attachments.** The parties agree that the attachments to this Contract may be amended and updated by the Board of Juvenile Affairs (OJA), as necessary for the operation of the Charter School. Upon the amendment or revision of any referenced Attachment in this Contract, OJA shall submit the amended Attachment to the Sponsor within ten (10) calendar days of OJA's governing board's adoption. The approval/adoption of any amendment to any Attachment by the governing board of the Charter School that is inconsistent with the terms of this Contract, the Oklahoma Charter School Act, or any provision of law that is not corrected by OJA upon notification by the Oklahoma State Department of Education is hereby deemed a material violation of this Contract and shall constitute good cause for termination of this Contract and revocation of the Charter.
- 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, or the Board of Juvenile Affairs (OJA) or individual members of the Board of Juvenile Affairs (OJA), may be entitled to exercise.
- 11.5. Severability.** In the event a court of competent jurisdiction issues a judicial 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 Sponsor of claims.** In the event the Charter School and/or its governing body sues or is named by any individual or entity as a party in a suit or administrative proceeding in any jurisdiction with regard to the operation of the Charter School, the Charter School agrees to notify the Sponsor and provide the Sponsor with a copy of the complaint, petition, or other instrument initiating the suit or proceeding within five (5) business days of the date of service upon the Charter School or its governing body. In addition, the Charter School agrees to timely provide the Sponsor with any information concerning the suit or proceeding as may be requested by the Sponsor.

11.8. Notices. 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 another 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:

11.8.1. Notices to Charter School. All notices to the Charter School required to be submitted by the Sponsor pursuant to the provisions of this Contract shall be delivered to: Executive Director of the Office of Juvenile Affairs, 3812 N. Santa Fe, Suite 400, Oklahoma City, OK 73118.

11.8.2. Notices to Sponsor. All notices to the Sponsor required to be submitted by the Charter School pursuant to the provisions of this Contract shall be delivered to the Secretary of the Oklahoma State Board of Education, 2500 North Lincoln Boulevard, Oklahoma City, Oklahoma, 73105.

11.9. Incorporation by reference. The Charter School's Application for Sponsorship and accompanying documents approved by the Board on November 19, 2014 are hereby incorporated by reference. In the event of a conflict between the terms and provisions of this Contract and the approved terms in the Charter School's Application for Sponsorship, the terms and conditions of this Contract shall supersede any conflicting approved terms in the Charter School's Application for Sponsorship.

12. Warranties and Covenants.

12.1. The Board of Juvenile Affairs (OJA) warrants that it has not entered into an employment contract with any teacher or other personnel prior to execution of this Contract.

12.2. The Board of Juvenile Affairs (OJA) warrants that it is not affiliated with a nonpublic sectarian school or religious institution.

12.3. The Board of Juvenile Affairs (OJA) 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 education 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 Board of Juvenile Affairs (OJA) warrants that the Charter School shall not be used by the governing body or any other entity as a method of generating revenue for students who are being not being educated at an organized charter school site.

12.5. The Board of Juvenile Affairs (OJA) warrants that it has not nor will not make any attempt to levy taxes or issue bonds.

12.6. The Board of Juvenile Affairs (OJA) warrants that there is no current, pending, threatened, or anticipated litigation as of the date of execution of this Contract that could reasonably be foreseen to limit or otherwise adversely impact the operations of the Charter School or the ability of the parties to discharge the duties under this Contract.

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

IN WITNESS THEREOF, the Parties have made and entered this contract as of the Effective Date.

Sponsor

Signature of the Chairman of the State Board
of Education

Printed Name

**Oklahoma Youth Academy Charter
School**

Signature of the Chairman of the Board of
Juvenile Affairs

Printed Name

Title

Index of Attachments

Attachment 1	Section 4.1 - Description of the Charter School's program of instruction, curriculum, and other services
Attachment 2	Section 4.3 - Description of the Charter School's curriculum equipment and materials
Attachment 3	Section 6 - Description of Charter School's management and administration
Attachment 4	Section 8.6 - Charter School's policies and procedures governing education of students with disabilities
Attachment 5	Section 8.9 - Charter School's policies and procedures governing education of students with limited English proficiency
Attachment 6	Section 8.10 - Description of governing body of the Charter School
Attachment 7	Section 8.11 - Charter School's policies and procedures governing student admission
Attachment 8	Section 8.11.3 - Charter School's policies and procedures governing student placement and enrollment
Attachment 9	Section 8.12 - Charter School's policies and procedures governing emergency response
Attachment 10	Section 8.14 - Charter School's policies and procedures governing student conduct and discipline
Attachment 11	Section 8.15 - Charter School's policies and procedures governing employment

Deleted: 8.13

Deleted: 8.14