

**CHARTER SCHOOL
(REGULATIONS)**

Through a contract between the Turkey Ford Board of Education as the sponsoring body and the charter school's governing body, the terms and conditions under which a charter school will operate will be determined. Only educationally sound and quality charter school proposals will be considered for implementation.

Any charter school established pursuant to the policies of this district shall adopt a written charter that establishes the following:

1. The charter school has, as its central purpose, the improvement of student achievement and increased learning opportunities for students.
2. Compliance with all federal regulations and state and local rules and statutes relating to health, safety, civil rights, and insurance;
3. The charter school is nonsectarian in its programs, admission policies, employment practices, and all other operations;
4. The charter school shall provide a comprehensive program of instruction for at least a kindergarten program or any grade between grades one and twelve. The charter of a charter school which offers grades nine through twelve shall specifically address whether the charter school will comply with the graduation requirements established in Title 70 O.S. §11-103.6. The charter school cannot 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 for students served by the Oklahoma School for the Blind or the Oklahoma School for the Deaf;
5. The charter school shall participate in the testing as required by the Oklahoma School Testing Program Act;
6. The charter school shall be exempt from all statutes and rules relating to schools, boards of education, and school districts, except as provided in the Oklahoma Charter Schools Act, and as may be otherwise provided in the charter school's charter;
7. The charter school shall be subject to the same reporting requirements, financial audits, audit procedures, and audit requirements as other public school districts, and the charter school shall use the Oklahoma Cost Accounting System to report financial transactions to this district;
8. The charter school shall comply with all federal and state laws relating to the education of children with disabilities;
9. The charter school shall provide for a governing body to be responsible for the policies and operational decisions of the charter school;
10. The charter school shall not be used as a method of generating revenue for students who are being home-schooled;
11. The charter school shall not charge tuition or fees, except for those fees normally charged by the school district;

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12. The charter school shall provide instruction each year for at least the number of days required of other public school districts;
13. The charter school shall comply with the student suspension requirements followed by other public school districts;
14. The charter school shall be considered a “school district” for the purposes of the Governmental Tort Claims Act;
15. Employees of the charter school shall be allowed to participate as members of the Teachers’ Retirement System of Oklahoma;
16. The charter school may participate in all health and related insurance programs available to the employees of the sponsoring district;
17. The charter school shall comply with the Oklahoma Open Meeting Act and the Oklahoma Open Records Act;
18. The charter school governing body shall be subject to the same conflict of interest requirements as members of other public local school boards;
19. The charter must include a description of the personnel policies, personnel qualifications, and method of school governance, and the specific role and duties of the sponsor of the charter school;
20. The charter may be amended at the request of the governing body of the charter school and upon the approval of the sponsor of the charter school; and
21. The charter must include a provision specifying the method(s) to be employed for disposing of real and personal property acquired by the charter school upon expiration or termination of the charter, or failure of the charter school to continue operations.
22. Be accountable to the board of education for performance and results.

Upon acceptance of a charter school application, this district shall notify the State Board of Education. Said notice shall include a copy of the charter of the charter school.

Additionally, a properly approved charter school must implement a contract with this school district to include, but not be limited to, the following:

1. A description of the program to be offered by the charter school that complies with the purposes outlined in the Oklahoma Charter Schools Act;
2. Admission policies and procedures;

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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;
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 respective charter and 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 the charter school be as equally free and open to all students as traditional public schools;
10. Procedures that require students enrolled in the charter school to be selected by lottery to ensure fairness if more students apply than a school has the capacity to accommodate;
11. Policies that require the charter school to be subject to the same academic standards and expectations as existing public schools; and
12. A description of the requirements and procedures for the charter school to receive funding in accordance with statutory requirements and guidelines for existing public schools.

The provisions of the respective charter shall be incorporated into the written contract between the charter school and this school district. The term of the written contract between the charter school and this school district shall be effective for no longer than five (5) years from the first day of operation of the charter school. A charter contract may be renewed for successive five-year terms of duration, although the school district may vary the term based upon the performance, demonstrated capacities, and particular circumstances of each charter school. The school district may grant renewal with specific conditions for necessary improvements to a charter school.

A charter school cannot enter into any employment contracts until the charter school has executed a contract with this school district. The charter school employment contracts 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 employment contracts shall also specifically set forth the salary, hours, fringe benefits, and work conditions.

Any request from the charter school to renew the written contract between the charter school and this district must be received by the board of education prior to the beginning of the last year of the term of the contract. The board of education may deny such a request if the board determines that the charter school has failed to complete the obligations of the contract or failed to comply with the Oklahoma Charter Schools Act. The board of education shall give written notice of its intent to deny the request for renewal at least eight (8) months prior to expiration of the

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contract. The school district will adhere to state law and district policy with regard to the non-renewal or termination of a charter school contract.

The board of education may terminate the written contract between itself and the charter school prior to the expiration of the term of the contract for any of the following reasons:

1. Failure of the charter school to meet the requirements for student performance contained in the contract;
2. Failure of the charter school to meet the standards of fiscal management;
3. Violations of law by the charter school; or
4. Other good cause.

The board of education shall give at least ninety (90) days' written notice to the governing board of the charter school prior to terminating the contract. The governing board may submit a written request to the board of education for an informal hearing before the board of education to review any decision to terminate the contract. Any such request for hearing must be made by the governing board within fourteen (14) days of receiving notice from the board of education of its intent to terminate the contract. If a timely request is made, the board of education shall conduct an informal hearing before taking any final action with regard to terminating the contract. If the board of education decides to terminate the contract, the governing school district board of the charter school may, if requested by the charter school, proceed to mediation and/or arbitration.

If the contract between the charter school and this school district is not renewed or terminated, any 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 Oklahoma law.

REFERENCE: 70 O.S. §§3-135; 3-136; 3-137