

**CHARTER SCHOOL CONTRACT**

This Charter School Contract (“Contract”) is executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between INDEPENDENT SCHOOL DISTRICT I-12 of OKLAHOMA COUNTY, OKLAHOMA (“Sponsor”), and \_\_\_\_\_ CHARTER SCHOOL (“Charter School”). This Contract constitutes the Charter of the Charter School. When the terms “Contract” or “Charter” are used in this Contract, they are deemed to be synonymous.

The comprehensive instructional program and curriculum to be provided by the Charter School is described as follows:

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The Charter School will not provide any educational programs, grades or courses other than that described above, and any deviation from such approved grades or courses will be cause to terminate this Charter.

**I. GENERAL PROVISIONS**

1. Authority Granted By The Charter. The Sponsor authorizes the Charter School to operate a charter school subject to the terms of this Charter and the Oklahoma Charter School Act (“Act”). Action inconsistent with the terms of the Charter or the Act shall constitute a material violation of this Charter, and will be good cause for termination of the Charter.
  
2. The Charter School agrees that it will start operations on or before the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

3. The name, address, telephone number, facsimile number, and E-mail addresses of each representative authorized to act on behalf of the Charter School are as follows (attach additional pages if necessary):

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Nos. \_\_\_\_\_

Address: \_\_\_\_\_

Facsimile Nos. \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Nos. \_\_\_\_\_

Address: \_\_\_\_\_

Facsimile Nos. \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

4. The Charter School Shall Not Assign The Charter. The obligations of the Charter School pursuant to this Charter may not be assigned, delegated, or subcontracted by the Charter School to any other individual or entity, provided that the Charter School may contract with individuals or entities for services necessary to fulfill its Charter obligations. The management or operation of the Charter School, directly or indirectly, by any individual or entity other than the individual or entity granted the Charter by the Sponsor will be cause for termination of the Charter. The Charter School will not encumber, pledge, or in any way alienate the Charter for the benefit of creditors or any other entity.

5. Term Of The Charter. This Charter will be effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and shall terminate on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.
6. Renewal Of The Charter School Contract. On timely application by the Charter School, this Charter may be renewed for an additional period as determined by the Sponsor and Charter School, not to exceed an additional three (3) years. Any application for renewal must be filed not later than at least eighteen (18) months prior to the expiration date of this Charter. An application for renewal must include the information requested for the original Proposal and any additional information requested by the Sponsor.
7. Modification Of The Charter. The terms of the Charter may be revised only through the written consent of the governing bodies of the Charter School and the Sponsor. Refusal by the Sponsor to agree to proposed Charter changes requested by the Charter School will not be cause for the Charter School to request mediation or arbitration concerning the proposed Charter modification.

## **II. THE EDUCATIONAL PROGRAM**

1. Enrollment: The Charter School Shall Verify Residency, Shall Not Discriminate In Enrollment, Shall Comply With Immunization Statutes, And Shall Select Waiting Students By Lottery. Enrollment in the Charter School shall be open to any student who resides within the geographic boundaries of the Sponsor and is eligible by age or grade to enroll in the Charter School's educational program. The admissions policy for admission of students to the Charter School is attached as **ATTACHMENT A**.

Resident students of the Sponsor shall be given enrollment preference. No transfer student will be admitted until all qualified Sponsor resident students desiring to enroll have been admitted.

Total enrollment in the school shall not exceed \_\_\_\_\_ students, and enrollment in any course provided shall not exceed \_\_\_\_\_ students or the numbers provided on **ATTACHMENT A**.

Prior to enrolling any student, the Charter School shall advertise, at its expense, to the general public all relevant information about the Charter School necessary for a student or parent to determine whether an application by the student/parent should be made to the Charter School. This advertisement shall be made once per week for three (3) consecutive weeks in a newspaper of general circulation in the county of the administrative offices of the School District. Such advertisement shall be made in a prominent manner in the newspaper. At a minimum the

advertisement must provide information as to the Charter School” purpose, mission, and admission policies and how any student or parent can apply for admission to the Charter School.

The advertisement shall explain that if capacity is insufficient to enroll all eligible students who apply to the Charter School, the Charter School shall select students through a lottery selection process that does not discriminate against any student. The lottery shall use a mechanism for selecting students that results in a equal probability that any student will be selected and does not give the Charter School discretion to waive the selection of any student selected under the lottery mechanism. If the Sponsor desires to do so it may have a representative present to observe the actual selection of students under the lottery system.

The admission policies and practices of the Charter School shall prohibit discrimination on the basis of gender, national origin, income level, ethnicity, religion, disability, aptitude, academic or athletic ability, and proficiency in the English language.

The Charter School shall not admit any student until receipt of proof of residency, appropriate immunization records as required by state law, and a birth certificate. Since the Charter School is a “school site” of the Sponsor for State Aid funding purposes, the Charter School upon enrollment shall notify the Sponsor in writing of the name, address, social security number, immunization records, and grade of each student admitted and shall forward to the Sponsor a copy of the student’s birth certificate. The Charter School shall obtain any needed written consent from the parent or any student 18 years of age or older for transmission of such information to the Sponsor.

The Charter School shall not enroll any student not a valid resident of the Sponsor unless a proper transfer is obtained.

2. The Charter School Program Shall Not Discriminate. The educational program of the Charter School shall be nonsectarian in its admission policies, employment practices, and all other operations; shall not be affiliated with a nonpublic sectarian school or religious institution; and shall not discriminate in its operations against any student or employee on the basis of race, creed, gender, national origin, religion, disability or need for special education services.
3. Charter School Shall Comply With Statutes And Regulations Governing Children With Disabilities. The Charter School will be knowledgeable of, and comply with, the provisions of the Individuals with Disabilities Education Act (IDEA), and implementing state and federal regulations; Section 504 of the Rehabilitation Act of 1973 ("Section 504") and implementing state and federal regulations; Title II of the Americans with Disabilities Act and implementing regulations; the Policies and Procedures For Special Education In Oklahoma of the State Department of Education governing the education of children with disabilities;

and applicable court and administrative opinions setting school district obligations under these laws and regulations. The Charter School agrees that it is the Local Educational Agency (“LEA”), as that term is defined in the above statutes and regulations, and that it accepts all responsibilities imposed by law under the above statutes and regulations and agrees to indemnify the Sponsor from all liabilities, including attorney fees and costs, which may be imposed on the Sponsor concerning the education of any child with a disability enrolled in the Charter School.

Compliance will include, but not be limited to:

- a. Enrollment. The Charter School shall not refuse enrollment to a student because the student already has been or may be identified as a child with a disability under IDEA or a child to whom Section 504 is applicable. The Charter School will not drop enrollment of the student if such identification is made subsequent to enrollment.
- b. Child Find. The Charter School shall adopt and implement policies and practices that affirmatively seek out, identify, locate, and evaluate children with disabilities enrolled in the Charter School or contacting the Charter School regarding enrollment, and shall develop and implement a practical method to determine which children with disabilities are currently receiving needed special education and related services. For each eligible child, the Charter School shall develop and offer an individualized education program appropriate to the needs of that student.
- c. Free Appropriate Public Education. The Charter School shall provide a free appropriate public education to all children with disabilities otherwise eligible to enroll in the Charter School. If the program, staff or facilities of the Charter School are not capable of meeting the needs of a particular child, the Charter School will implement changes necessary to accommodate the child at the Charter School. If reasonable accommodations would be insufficient to enable the child to benefit from the Charter School's program, the Charter School will, at its own expense, place the child at an appropriate school. The Charter School recognizes that providing a free appropriate public education to a child with a disability may cause the Charter School to incur significant financial obligations.
- d. Services To Students Subject to Disciplinary Removal. The Charter School shall comply with current IDEA regulations governing services to students subject to disciplinary removal, including regulations which require continuation of a free appropriate public education to a child with

a disability even after disciplinary removal or change of placement of the child for valid disciplinary reasons.

- e. Monitoring. The Charter School agrees that its implementation of the laws governing education of a child with a disability may be monitored for compliance by the United States Department of Education, Office of Special Education Programs; the United States Department of Education, Office For Civil Rights; the Special Education Division of the Oklahoma Department of Education; and others. This monitoring activity may include responding to complaints, random on-site inspections and other investigations by the enforcing agencies, and may result in corrective actions imposed on the Charter School by these agencies for all discrepancies found.
  - f. Due Process Hearings. The Charter School's implementation of the laws governing education of a child with a disability may be subject to court supervision via litigation against the Charter School brought by individuals affected by the actions of the Charter School. The Charter School is aware that the cost to the Charter School of this litigation can be substantial.
  - g. Notice. The Charter School will comply with all requirements relating to notification to parents of their rights under IDEA and with notices required to be provided to parents of children with disabilities or children suspected of having disabilities.
4. The Charter School Shall Comply With The Oklahoma School Testing Program And Shall Be Subject To The Office Of Accountability. The Charter School shall participate in all testing as required by the Oklahoma School Testing Program Act and shall report test results as required of an Oklahoma public school district. The Charter School shall provide any requested data to the State Office of Accountability.

In addition to such testing, if the Charter School assesses whether students are meeting academic goals through use of other norm-referenced, criteria-referenced, or achievement tests, the Charter School will notify the Sponsor of the tests to be administered and the dates of the tests at least three (3) months in advance of the tests. Within fifteen (15) days after the receipt of the test results by the Charter School, such results will be provided to the Sponsor.

5. The Charter School Shall Provide Students With The Following Textbooks, Workbooks, And Other Written Curriculum Materials During The First Year Of Operations And Not Less Than Such Materials During Subsequent Years. The Charter School shall provide students with the textbooks, workbooks, and other

written curriculum materials as noted below or as included on **ATTACHMENT B** during the first year of operations, and will provide not less than such materials in subsequent years unless excused by the Sponsor:

Description of written materials:

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6. The Charter School Shall Provide Students With The Following Technological Aids To Supplement The Educational Program During The First Year Of Operations And Not Less Than Such Aids During Subsequent Years. The Charter School will provide students with the technological aids noted below or as included on **ATTACHMENT C** to supplement the educational program during the first year of operations, and during subsequent years will provide not less than the aids offered during the first year unless excused by the Sponsor. “Technological aids” includes computers and software.

Description of technological aids:

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7. The Charter School Shall Provide Students With The Following Equipment To Supplement The Educational Program During The First Year Of Operations And Not Less Than Such Aids During Subsequent Years. The Charter School will provide students with the equipment listed below or on **ATTACHMENT D** as part of the educational program during the first year of operations, and will provide not less than such equipment during remaining years unless excused from doing so by the Sponsor. “Equipment” includes laboratory equipment and any other piece of equipment or tool used in the instructional program.

Description of equipment:

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Other Services To Be Provided.

The Charter School:

Will \_\_\_\_\_ Will Not \_\_\_\_\_ offer Advanced Placement classes.

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Will \_\_\_\_\_ Will Not \_\_\_\_\_ offer counseling services.

Will \_\_\_\_\_ Will Not \_\_\_\_\_ offer a gifted and talented program.

Will \_\_\_\_\_ Will Not \_\_\_\_\_ offer extracurricular activities for students.

Will \_\_\_\_\_ Will Not \_\_\_\_\_ offer an International Baccalaureate Program.

The Charter School will offer the following extracurricular activities:

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8. The Charter School Shall Comply With Federal Statutory And Constitutional Requirements To Assist Students With Limited English Proficiency. The Charter School is aware that enrollment of students on a nondiscriminatory basis may result in enrollment of students with limited English proficiency and that discrimination on the basis of a language deficiency caused by national origin offends federal law. The Charter School will comply with all federal constitutional and statutory obligations in assisting students with limited English proficiency.



9. The Charter School Shall Comply With Statutes Governing The Reporting Of Suspected Child Abuse Or Neglect And/Or Exploitation. The Charter School shall comply with the Oklahoma Child Abuse Reporting And Prevention Act.
10. The Charter School Shall Comply With Statutes Governing The Reporting Of Student Absences. The Charter School shall have an attendance officer who will enforce provisions of the compulsory attendance laws and submit lack of attendance reports to the appropriate authorities as required by Oklahoma law.
11. The Charter School Shall Comply With Statutes Requiring The Reporting Of Students Under Influence Of Low-Point Beer, Alcoholic Beverages Or Controlled Dangerous Substances. The Charter School shall adopt and deliver to the Sponsor and every classroom teacher a written policy for teachers to follow if they have a student who appears to be under the influence of low-point beer, alcoholic beverages, or a controlled dangerous substance; shall file such policy with the State Superintendent of Public Instruction; and agrees that the Charter School staff will comply with the reporting requirements of the policy and relevant Oklahoma law.
12. The Charter School Shall Comply With State Law Governing Out-Of-School Suspension Procedures. The Charter School shall comply with Oklahoma law regarding the out-of-school suspension of students and other disciplinary procedures, and shall afford students all due process rights to which they are entitled by state law and the federal Constitution in the out-of-school suspension process. The Charter School shall furnish an individualized out-of-school education plan to eligible students suspended out-of-school as required by Oklahoma law.
13. The Charter School Shall Comply With Federal Privacy Laws. The Charter School shall comply with the Federal Family Educational Rights and Privacy Act and safeguard the confidentiality of student education records. In addition, the Charter School shall comply with the student education record requirements contained in the IDEA.
14. The Charter School Shall Have A Functioning Safe School Committee. The Charter School shall comply with the requirements to form and maintain a functioning Safe School Committee.
15. The Charter School Shall Ban Wireless Telecommunication Devices On Campus. Except as may be required for medical reasons, the Charter School shall prohibit students from possessing wireless telecommunication devices while on school premises, in school transit, or attending a school event.
16. The Charter School Shall Provide Eye Protective Devices For Students If Courses Offered Involve Exposure To Dangerous Equipment Or Chemicals. The Charter School shall provide students who come in contact with dangerous machinery,

- welding, hot liquids, explosive chemicals or materials, or other hazards industrial quality eye protective devices.
17. The Charter School Will Not Charge Tuition Or Fees Directly Or Indirectly. The Charter School shall not charge students directly or indirectly tuition or fees, regardless of what terminology may be used to describe any such attempted payments.
  18. The Charter School Shall Not Be Used To Generate Revenue For Home-Schooled Students. The Charter School shall not be used in any manner to generate revenue for home-schooled students.
  19. The Charter School Shall Educate Students At The Charter School Site. The Charter School will educate students only at an organized Charter School site. The Charter School will promptly notify the Sponsor in writing of any proposed relocation of the Charter School facility. The Charter School may not directly or indirectly operate a home-school program.
  20. The Charter School Shall Comply With State Law Governing Days Of Instruction And Hours Of Instruction If A Full Grade Is Offered. The Charter School shall provide instruction for at least the number of days and hours during the day as required by Oklahoma law for the Sponsor. The Charter School will notify the Sponsor in writing of such information, and will strictly comply with such timetables unless prevented by emergency.

### **III. FISCAL MANAGEMENT**

1. The Charter School Shall Operate On A Fiscal Year Basis And Not Borrow Money. The Charter School shall utilize a fiscal year beginning JULY 1 and ending on the following JUNE 30. The Charter School shall not violate the pay-as-you-go fiscal year restrictions imposed by the Oklahoma Constitution. The Charter School may not borrow money, execute promissory notes, enter into security agreements or mortgages, or otherwise pledge or encumber its assets or property
2. The Charter School Shall Comply With The Oklahoma Cost Accounting System. The Charter School shall comply fully with the Oklahoma Cost Accounting System method of reporting school expenditures.
3. The Charter School Shall Have An Annual Audit Conducted. The Charter School shall have the financial operations of the Charter School audited annually in accordance with the provisions of the Oklahoma Public School Audit Law. The Charter School also shall bear any expense charged the Charter School by the State Auditor when conducting an investigative audit of the Charter School, and

shall comply with relevant State laws and regulations concerning the filing of annual audits with proper governmental authorities.

4. The Charter School Shall Provide An Accounting Of Student Attendance. Because funds for a Charter School are based upon student membership, the Charter School shall keep an accurate record of student attendance in compliance with reporting requirements of the State Department of Education.
5. Assets Of Charter School Shall Be Restricted To Charter School Usage. The Charter School shall not apply, hold, credit, transfer or otherwise make use of funds, assets or resources of the Charter School for any purpose other than operation of the Charter School described in the Charter. The Charter School shall abide by the Oklahoma constitutional bans against the loaning of public property for the credit or benefit of an individual or other entity and against the making of gifts of public property.
6. The Charter School Shall Not Extend Its Credit. The Charter School shall not extend credit, or otherwise make use of the credit or assets of the Charter School for any purpose other than operation of the Charter School described in the Charter.
7. The Charter School Shall Not Be Involved In Transactions That Are A Conflict Of Interest. No transaction shall be executed between the Charter School and a member of the governing body of the Charter School or any member of the immediate family of a member of the governing body of the Charter School which violates directly or indirectly Oklahoma law governing conflict of interest transactions between a member of the Sponsor Board of Education and the Sponsor School District.
8. The Charter School Shall Not Commingle Charter School Funds. The Charter School shall not commingle Charter School funds with the funds of any other person or entity. The Charter School shall keep separate and distinct accounting, auditing, budgeting, reporting, and record keeping systems for the management and operation of the Charter School.
9. The Charter School Shall Maintain Financial Records. The Charter School shall maintain all financial records needed to conduct an annual audit and to show compliance with this Charter, and shall not destroy such records for at least five (5) years.
10. The Charter School Shall Make Timely Contributions To the Oklahoma Teachers' Retirement System and to the Social Security System, And Shall Make Timely Withholdings Of Taxes Required By State And Federal Statutes. If a Charter School employee elects to be a member of the Oklahoma Teachers' Retirement System ("OTRS"), the Charter School will make timely and accurate payments of the Charter School's and the applicable employees' contributions to the OTRS.

The Charter School will be knowledgeable of the statutes and regulations governing the OTRS. Nothing in this section shall obligate the Charter School to assume the obligation to pay any portion of the obligation of any employee to OTRS.

The Charter School will also comply with federal statutes and regulations governing the payment of employer contributions to the Social Security Administration, the withholding of Social Security contributions from employee wages, the withholding of applicable state and federal taxes, and the reporting of wages earned and withholdings made.

11. The Charter School Shall Comply With Statutes Governing Unemployment Compensation Benefits. The Charter School will comply with requirements placed upon employers by the Oklahoma Employment Security Act. If electing to be a “taxable” employer, the Charter School will make timely payments to the Oklahoma Employment Security Commission. If electing to be a “reimbursing” employer, the Charter School will make timely reimbursements to the Commission for claims paid.
12. The Charter School Shall Comply With The Fair Labor Standards Act. As a governmental entity, the Charter School understands that it is subject to the requirements of the Fair Labor Standards Act, including payment of minimum wages, payment of overtime compensation to non-exempt employees and the maintenance of various records regarding pay and work times.
13. The Charter School Shall Comply With Child Labor Regulations. The Charter School will comply the child labor provisions of the Fair Labor Standards Act, and Oklahoma child labor law restrictions.
14. No Litigation Has An Adverse Impact On School Operations. There is no pending litigation or threatened litigation that reasonably could have an adverse impact on operations of the Charter School.
15. Sponsor Funding. The Charter School shall receive, for each student, the Sponsor’s average local and county revenue which is chargeable in the State Aid formula, state dedicated revenue, and state appropriated funds per average daily membership generated by its students for the applicable year, less five percent (5%) of the total, which shall be retained by the Sponsor as a fee for administrative services rendered. The State Board of Education shall determine the policy and procedure for Sponsor’s making payments to the Charter School.

**IV. FACILITIES, GOVERNANCE, AND OPERATIONS**

1. The Charter School Shall Comply With The Requirements Of The Oklahoma Open Meeting Act. The Charter School shall comply with all requirements of the Oklahoma Open Meeting Act, including, but not limited to, timely notification to the County Clerk of all meetings of the governing body, the timely posting of agendas, the maintenance of minutes, and the restricted purposes of executive sessions.
2. The Charter School Shall Comply With The Requirements Of The Oklahoma Open Records Act. The Charter School shall comply with all requirements of the Oklahoma Open Records Act, including, but not limited to, having designated individuals to process requests for inspection or copying of records.
3. The Charter School Shall Promptly Notify The Sponsor If Operations Cease Or There Is A Change In The Location Of The Facility. Failure to promptly notify the Sponsor that the Charter School has ceased to provide any of the grades or courses of instruction for which this Charter was granted will be good cause to terminate this Charter.
4. The Charter School Shall Comply With All State And Local Regulations Concerning Safety Of Buildings. The Charter School will obtain all needed permits and inspections required of buildings by state and local authorities, and, in particular, all building code and safety regulations for structures housing children.
5. The Charter School Shall Have The Following Administration. The administration of the Charter School shall consist of the following described structure, duties, and employment qualifications, which shall include whether administrators will be required to hold administrative certificates issued by the State Department of Education and a description of their duties:

**Administrator Positions To Be Maintained:**

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**Duties of Each Administrative Position:**

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**Minimal Employment Qualifications For Administrators:**

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6. The Charter School Shall Have The Following Governing Body. The Charter School will have a governing body which shall be responsible for the policies and operational decisions of the Charter School. The governing body of the Charter School is described as follows:

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**Process to be used to Appoint or Elect the Members of the Governing Body:**

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**Proposed Times, Dates, and Places of Regular Meetings of the Governing Body during the First Year of Operations (attach additional pages if necessary):**

<u>Date</u>	<u>Time</u>	<u>Place</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Place where Records of the Deliberations and Actions of the Governing Body will be maintained:**

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**Description of the Authority of the Governing Body:**

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**No current proposed or future member of the governing body will have a felony conviction within the past 15 years.**



7. Facility Use Documents. The Charter School shall have and maintain throughout the term of the Charter a lease agreement, title, or other legal instrument granting to the Charter School the right to occupy and use one or more facilities suitable for use as the Charter School facilities described by the Charter.
  
8. The Charter School has secured, or will secure by the time operations are to begin, the following facilities in which to house school operations.

The street address of the facilities:

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The owner of the above facilities and the owner's address:

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If the facilities are leased, a copy of the lease is attached as **ATTACHMENT E**.

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A copy of the floor plan of the facilities is attached as **ATTACHMENT F**.

Facilities have the following equipment needed to implement the educational program:

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All needed inspections, permits and licenses required by state and local governments have been obtained.

The facilities will have all smoke detectors required by state law.

The Charter School will conduct the fire drills required by state law.

9. The Charter School Shall Conduct Safety Training For Personnel As Required By Statute. The Charter School shall conduct employee safety training that is required of the Charter School.
10. The Charter School Shall Provide Phone And Utility Services. The Charter School shall provide phone service at the school facility and utility services to properly maintain the school facility in comfort levels compatible with an appropriate learning environment.
11. The Charter School Shall Maintain Insurance Protection. The Charter School acknowledges and agrees that it has potential liability under the Oklahoma Governmental Tort Claims Act for negligent actions of its employees acting in the scope of their employment and under the federal Constitution, statutes, and regulations for actions that violate federal rights of students, parents, or employees. The Charter School also acknowledges that it may be sued for actions relating to contracts.

The Charter School has secured and will maintain throughout the term of this Charter and any extension thereof: (1) liability insurance protection for all school operations in amounts equal to or greater than the minimum liability amounts set forth in the Oklahoma Governmental Tort Claims Act, (2) appropriate property and casualty insurance policies providing adequate protection of Charter School property, (3) fleet/liability insurance for any vehicle owned or operated by the Charter School in an amount equal to or greater than the amount required by law, (4) worker's compensation insurance as required by law, and (5) any other insurance which may now or hereafter be required by law. The Charter School will furnish Sponsor a copy of any policy of insurance it maintains within five (5) days of the Sponsor's written request for the policy.

12. The Charter School Shall Issue Employment Contracts. The Charter School has NOT entered into an employment contract with any teacher or other personnel prior to the approval of this Contract by the Sponsor.

The Charter School shall have employment contracts which set forth the Charter School's personnel policies, including, but not limited to, policies related to certification, professional development, evaluation, suspension, dismissal and non-reemployment, sick leave, personal business leave, emergency leave, and family and medical leave. The employment contract shall also specifically set forth the salary, hours, fringe benefits, and work conditions of the employees.

Upon contracting with an employee, the Charter School's governing body shall disclose, in writing, all employment rights of employees in the event the Charter School closes or its Charter is not renewed.

**Copies of all employment contract forms will be furnished to the Sponsor.**

13. The Charter School Shall Comply With The Immigration And Reform Control Act. The Charter School shall comply with the requirements of the Immigration and Reform Control Act that requires employers to enforce naturalization policies barring the employment of illegal aliens and requires employers to both verify the identity and the employment authorization of all employees through completion of Form I-9, Immigration and Naturalization Service.
14. The Charter School Shall Comply With The Asbestos Hazardous Emergency Response Act. The Charter School shall comply with the requirements of federal law to make inspections to identify asbestos materials, take needed responses to control the release of asbestos fibers, compose a management plan on how the school will comply with the regulations, designate a person to carry out these duties, use specially-trained persons to make inspections and conduct periodic control; and notify, educate, and train school employees about the location and hazards of the chemical.
15. The Charter School Shall Comply With The Oklahoma Hazard Communication Standard. The Charter School recognizes that the Oklahoma Department of Labor has issued regulations pursuant to the Oklahoma Occupational Health & Safety Standards Act designed to protect the health and safety of employees. These regulations require the identification of hazardous chemicals on the work site, and the training of employees about hazardous substances to which they may be exposed on the work site. The Charter School will abide by these regulations.
16. The Charter School Shall Comply With Laws And Regulations Listed By The State Department Of Education. The Charter School will comply with all federal statutes and regulations, state statutes and regulations, and local ordinances and rules relating to health, safety, civil rights, and insurance listed annually by the State Department of Education for Charter School compliance.
17. The Charter School Shall Provide For The Disposition Of Property. The Charter School shall adopt a rule specifying the method to be used for disposing of real and personal property acquired by the Charter School upon the expiration or termination of the Charter or upon failure of the Charter School to continue operations or when the real or personal property is no longer needed by the Charter School. Any real or personal property purchased with state or local funds shall be retained by the Sponsor upon the occurrence of any of these events.

## V. THIS AGREEMENT

1. Entire Agreement. This Contract, including all referenced attachments and terms incorporated by reference, contains the entire agreement of the parties. All prior representations, understandings and discussions are merged into, superseded by and canceled by this Contract. This Contract has been jointly prepared by the parties; accordingly, this Contract shall not be construed more or less favorably with respect to either party. This Contract may not be modified or amended orally, but only by an instrument in writing duly authorized and executed by the parties which refers to this Contract.
2. Severability. If any provision of this Contract is determined by a court or other tribunal to be unenforceable or invalid for any reason, the remainder of the Contract shall remain in full force and effect, so as to give effect to the intent of the parties to the extent valid and enforceable.
3. No Waiver of Breach. No assent, express or implied, to any breach of any of the covenants or agreements herein shall waive any succeeding or other breach.
4. Venue. Any suit arising under this Contract shall be brought in the county of the sponsor.
5. Governing Law. Oklahoma law shall apply in interpreting and applying this Contract.
6. Authority. The persons signing this instrument represent that they are duly authorized to execute this instrument on behalf of the respective parties and that this instrument has been duly and legally approved and adopted by the respective parties.
7. Incorporation By Reference. Charter School's Proposal, including any amendments, to Sponsor is incorporated herein by reference. In the event of any conflict between the terms and conditions of this Contract and the terms and conditions of the Proposal, the terms and conditions of this Contract will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

**Charter School:**

**Sponsor:**

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INDEPENDENT SCHOOL DISTRICT  
NO. 12 of OKLAHOMA COUNTY,  
OKLAHOMA

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_  
President, Board of Education