

CV-2020-386
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IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

FEB 18 2020

RICK WARREN
COURT CLERK

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STATE OF OKLAHOMA, ex rel.)
OKLAHOMA STATE DEPARTMENT OF)
EDUCATION; and,)
OKLAHOMA STATE BOARD)
OF EDUCATION,)

Plaintiffs,)

v.)

Dove Public Charter School Foundation, Inc.,)
an Oklahoma not for profit corporation d/b/a)
Dove Science Academy-OKC, Dove)
Science Academy-Elementary, and Discovery)
Schools of Tulsa; Dove Schools, Inc., an)
Oklahoma not for profit corporation d/b/a)
Oklahoma Information & Technology School;)
Dove Public Charter Schools, an Oklahoma)
Public Charter School;)
Ibrahim Sel, Superintendent of Dove Charter)
Schools; Ilhan Guzey, administrator of)
Dove Charter Schools; and, John or Jane Doc,)

Defendants.)

Case No. **CV-2020-386**

PETITION

Plaintiffs, State of Oklahoma, ex. rel., State Department of Education (“State Department”) and State Board of Education (the “State Board”), for their claims against Defendants, Dove Public Charter School Foundation, Inc., Dove Schools, Inc., d/b/a Oklahoma Information and Technology School (“OITS”), Ibrahim Sel (“Sel”) and Ilhan Guzey (“Guzey”) (collectively “Defendants”), state and allege:

JURISDICTION AND VENUE

1. The Court has jurisdiction over the parties and subject matter of this action as all are citizens of the State of Oklahoma or are incorporated in the State of Oklahoma.

2. Venue is proper in this judicial district and county in as much as Plaintiffs' claims and their subject matter relate to matters that occurred in Oklahoma County, Oklahoma.

PARTIES

3. The State Department is the department of the state government which is placed and charged with the responsibility of determining the policies and directing the administration and supervision of the public school system of the state. *See* 70 O.S. § 1-105.

4. The State Board is the agency in the State Department which shall be the governing board of the public school system of the state. *Id.*; *see also* 70 O.S. § 3-104.

5. Defendant, Dove Public Charter School Foundation, Inc., an Oklahoma not for profit corporation, is the governing body of and does business as Dove Science Academy-OKC, Dove Science Academy-Elementary, and Discovery Schools of Tulsa (collectively, "Dove Charter Schools"). Dove Charter Schools, individually and collectively, are Oklahoma public charter schools sponsored by Oklahoma City Public Schools and Langston University, respectively. *See* Contracts for Charter School Sponsorship, attached as Exhibit "A."

6. Defendant, Dove Schools Inc., is an Oklahoma not for profit corporation and is the governing body of and does business as the OITS. OITS is a proposed Oklahoma public charter school that was recently approved by the Oklahoma Statewide Virtual Charter School Board (the "SVCSB") to operate a future statewide virtual charter school, projected to commence operations on or after July 1, 2020.

7. Sel is currently the superintendent and an employee of Dove Charter Schools.

8. Guzey is currently an administrator and employee of Dove Charter Schools.

9. John or Jane Doe is an unknown third-party individual or entity with whom

Defendants are believed to have shared information they wrongfully obtained, as set forth below.

FACTS AND BACKGROUND

10. Oklahoma law requires the State Department to develop, and public school districts to implement and comply with, a student information system (the “State Student Information System” or the “Wave”). 70 O.S. § 18-200.1(E); 70 O.S. § 3-160. Generally, the State Student Information System is for purposes of Defendants should be temporarily and permanently enjoined and restrained from accessing, using, transferring, allocating, distributing or otherwise possessing, directly or indirectly, the information obtained from the State Student Information System. In developing and implementing the State Student Information System, the State Department has the authority to define requirements of the system. Under this authority, the State Department has determined that pursuant to privacy provisions of the Family Educational Rights and Privacy Act (“FERPA”), access to student information contained therein shall be restricted to: (1) authorized staff of the State Department and contractors who require such access to perform their assigned duties; (2) school district administrators, teachers and school personnel who require such access to perform their assigned duties; (3) students and their parents; and, (4) authorized staff of other state agencies in Oklahoma as required by law and/or defined by interagency data-sharing agreements. *Id.*; *see also* 70 O.S. § 3-168, 20 U.S.C. § 1232g and 34 C.F.R. § 99.31; *see also* Affidavit of Erik Friend, attached as Exhibit “B.”

11. Prior to granting a school district (including an administrator) with access to the State Student Information System, the State Department of Education requires that the public school, by and through its superintendent, first sign and agree to adhere to the terms of the Single Sign On Superintendent Security Form (the “Superintendent Security Form”). *See* Superintendent Security Form, attached as Exhibit “C”; *see also* Affidavit of Erik Friend, attached as Exhibit “B.”

12. The purpose of the Superintendent Security Form is to ensure that those accessing the information contained in the State Student Information System acknowledge and agree, under penalty of law, that said information remains confidential and protected against unauthorized use, access or possession. *Id.*

13. Further, each educational institution that holds “directory information” under FERPA may not release it unless parents or eligible students (age 18 or above) have been given the opportunity to opt-out of the disclosure of “directory information.” *See* 20 USC § 1232g and 34 CFR § 99.37. This is a safety issue (e.g., in instances of stalking or harassment), which is why such information cannot be released at the state level—there is no opportunity to a parent or eligible student to opt-out.

14. The Superintendent Security Form provides, in pertinent part, that the individual acknowledges, understands and agrees as follows:

the data maintained by the Oklahoma State Department of Education system [the State Student Information System] is sensitive and confidential. Access to data and the release of data is governed by the Federal Family Educational Rights and Privacy Act¹, Oklahoma Title 51 O.S. §24A.16, Oklahoma Title 70 O.S. § 3-160

¹ FERPA is a federal law that is administered by the Family Policy Compliance Office in the United States Department of Education, which generally restricts access to student information and records unless such access is to an eligible student or parent of the student or a school official with a “legitimate educational interest” in that record. FERPA and accompanying regulations

and 18-200.1(E), Oklahoma Title 70 O.S. § 6115, and Oklahoma Title 74 O.S. § 31.11(C&D), as amended. I agree that I shall not release data unless authorized to do so according to applicable laws, rules, and regulations, nor shall I access or use the information contained therein except for legitimate educational interests. I further agree that I will not allow anyone to login under my login and password and I will logout of the system when I am not at my desk.

I acknowledge that I fully understand that the release by me of this information to any unauthorized person could subject me to criminal and civil penalties imposed by law. *See* Superintendent Security Form, attached as Exhibit “C.”

15. Oklahoma administrative rules provide that the “superintendent of schools appointed and employed by a school board shall be the executive officer of said board and shall perform such duties as said board directs.” *See* Oklahoma Administrative Code 210:10-1-7. Further, responsibilities pertaining to a superintendent of a school is legally a responsibility delegated by that school’s governing board of education.

16. On August 28, 2018, Sel signed and submitted the Superintendent Security Form in his capacity as superintendent of Dove Charter Schools and on behalf of Dove Charter Schools. *See* Dove Charter Schools and Sel Superintendent Security Form, attached as Exhibit “C.”

17. Shortly thereafter, Sel was granted access to the State Student Information System *for students enrolled in Dove Charter Schools*. *See* Affidavit of Erik Friend, attached as Exhibit “B.” In addition to access to the information and records of students enrolled in Dove Charter

generally define a school official as having a “legitimate educational interest” in student information and records if that person *needs* to review a record of a “student” in order to fulfill professional responsibilities. The term “student” is defined by FERPA as “any individual who *is or has been in attendance* at an educational agency or institution and regarding whom the agency or institution maintains education records.” *See* 20 U.S.C. § 1232g(a)(6); *see also* 34 CFR § 99.3 (Emphasis added).

Schools, Sel was also granted privileges to create, edit and manage accounts of other Dove Charter Schools users. *Id.* Upon information and belief, Sel or his predecessor created and/or requested to create an account for Guzey. *Id.*

18. On or near June 1, 2019, Defendant, Dove Public Charter School Foundation, Inc., approved the charter school application of OITS, and approved the submission thereof to the Oklahoma Statewide Virtual Charter School Board (“SVCSB”) for its proposed sponsorship of said proposed charter school. *See* Dove Public Charter School Foundation Agenda, dated June 1, 2019, attached as Exhibit “D.” Upon information and belief, though it identifies itself as the governing body and d/b/a OITS, Defendant, Dove Schools, Inc., did not approve the OITS charter school application.

19. On or near November 12, 2019, OITS was approved by the SVCSB to operate as a statewide virtual charter school, beginning July 1, 2020. *See* OITS Contract for Charter School Sponsorship, attached as Exhibit “E.”

20. With separate applications, charters and contracts for the operation of public schools, applicable laws and regulations command that the “Dove Charter Schools” and OITS are separate and distinct entities. *See also* 70 O.S. § 3-135(E).

21. At no time has an account been obtained or any access privileges granted for OITS to have access to the State Student Information System. *See* Affidavit of Erik Friend, attached as Exhibit “B.”

22. Neither OITS nor any representative(s) thereof have access to the State Student Information System, further evidence that the Dove Charter Schools, Sel and/or Guzey used their limited access affiliated with Dove Charter Schools to infiltrate to the student information system, and exfiltrate the information of students not enrolled in Dove Charter School to a third party.

23. On February 14, 2020, the State Department was made aware through numerous complaints that Dove Charter Schools, through Sel and Guzey, wrongfully accessed the State Student Information System for purposes of infiltrating and exfiltrating records and information of students in the State of Oklahoma who were not – and have not previously been – enrolled in Dove Charter School and for whom neither Dove Charter School, Sel or Guzey had a “legitimate educational interest.”

24. Upon receipt of the information and complaints, Plaintiffs notified the Oklahoma Office of Management and Enterprise Services, Defendants’ access to the State Student Information was disabled and an investigation was commenced involving multiple state agencies.

25. Upon information and belief, Dove Charter School, Sel and/or Guzey exfiltrated the aforementioned student information obtained from the State Student Information System to OITS and unknown third party(ies) (“John or Jane Doe”).

26. As evidenced by the attached OITS student recruitment mailer (the “OITS Student Recruitment Mailer”), the information obtained by Defendants from the State Student Information System was distributed to a third-party direct mail company. The third-party direct mail company, on behalf of OITS, sent the mailer to Oklahoma schoolchildren, via the United States Postal Service. *See* OITS Student Recruitment Mailer, attached as Exhibit “F.”

27. Upon information and belief, the OITS Student Recruitment Mailer was sent in the names of, and to the home addresses of, approximately 107,000 Oklahoma 5th and 6th grade students. *See* Affidavit of Erik Friend, attached as Exhibit “B.” The OITS Student Recruitment Mailer provides, in part:

Thank you for your interest in the OKLAHOMA INFORMATION & TECHNOLOGY SCHOOL. Please fill out this application form completely. Falsifications, misrepresentations, or omissions may disqualify your application. Information you supply will not be given to any other person/company for any purpose. Applications received unsigned, incomplete, or after the closing date may not be considered for acceptance. Id. (Emphasis in italics, added).

28. The purpose and intention of the OITS Student Recruitment Mailer is to solicit and entice recipients to enroll in OITS. *See* Student Recruitment Mailer, attached as Exhibit “F.”

29. Contrary to the statements on the OITS Student Recruitment Mailer, recipients (believed to be 5th and 6th grade public school students) did not ever indicate interest in OITS. Rather, the OITS Student Recruitment Mailer was unsolicited.

30. In addition to sharing the student information with OITS in attempt to boost its student enrollment, Dove Charter Schools also infiltrated and exfiltrated records and information of students in the State of Oklahoma who were not – and have not previously been – enrolled in Dove Charter Schools, to solicit and entice recipients to enroll in Dove Charter Schools.

31. As evidenced by the attached Dove Charter Schools student recruitment mailer (the “Dove Charter Schools Student Recruitment Mailer”), the information infiltrated by Defendants from the State Student Information System was exfiltrated and distributed to John or Jane Doc.

Upon information and belief, John or Jan Doe sent Dove Charter Schools Student Recruitment Mailer on behalf of Dove Charter Schools to Oklahoma schoolchildren, via the United States Postal Service. *See* Dove Charter Schools Student Recruitment Mailer, attached as Exhibit “G.”

32. Whereas the OITS Student Recruitment Mailer was believed to be sent to 5th and 6th grade students enrolled in Oklahoma public schools, the Dove Charter Schools Student Recruitment Mailer is believed to have been sent to students in additional grade levels who are currently enrolled in Oklahoma public schools that are within the boundaries of Dove Charter Schools. *Id.*; *see also* Affidavit of Erik Friend, attached as Exhibit “B”.

33. Upon information and belief, the Dove Charter Schools Student Recruitment Mailer contained language substantially similar to the OITS Student Recruitment Mailer.

34. Contrary to the statements on the Dove Charter Schools Student Recruitment Mailer, recipients (believed to be 5th and 6th grade public school students) did not ever indicate interest in Dove Charter Schools. Rather, the Dove Charter Schools Student Recruitment Mailer was unsolicited.

35. Neither Dove Charter Schools, Sel, Guzey nor OITS had a legitimate educational interest in the information accessed, used, possessed and subsequently disseminated to third parties.

36. On February 15, 2020, Plaintiffs sent a letter to Dove Charter School, by and through Sel, notifying them, any affiliates, representatives, employees and/or contractors, including but not limited to Guzey and OITS that they were to cease and desist all use, access, publication, dissemination or otherwise promotion, direct or indirect, of the wrongfully obtained information. *See* Letter dated February 15, 2020, attached as Exhibit “H.”

37. Upon information and belief, Dove Charter School, Sel, Guzcy, OITS and/or John or Jane Doe remain in possession of the wrongfully accessed, used and disseminated information from the State Student Information System.

FIRST CAUSE OF ACTION
(DECLARATORY RELIEF)

38. Plaintiffs incorporate by reference, as if fully set forth herein, Paragraph 1 through 37 of the Petition.

39. The Court has the authority to declare the rights and obligations of the parties pursuant to 12 O.S. § 1651.

40. On August 28, 2018, Sel, in his administrative capacity in and on behalf of Dove Charter Schools, signed and submitted to Plaintiffs the Superintendent Security Form. *See* Superintendent Security Form, attached as Exhibit “C.”

41. In submitting the executed Superintendent Security Form, Sel and Dove Charter Schools acknowledged, understood and agreed as follows:

the data maintained by the Oklahoma State Department of Education system [the State Student Information System] is sensitive and confidential. Access to data and the release of data is governed by the Federal Family Educational Rights and Privacy Act, Oklahoma Title 51 O.S. §24A.16, Oklahoma Title 70 O.S. § 3-160 and 18-200.1(E), Oklahoma Title 70 O.S. § 6115, and Oklahoma Title 74 O.S. § 31.11(C&D), as amended. I agree that I shall not release data unless authorized to do so according to applicable laws, rules, and regulations, nor shall I access or use the information contained therein except for legitimate educational interests. I further agree that I will not allow anyone to login under my login and password and I will logout of the system when I am not at my desk.

I acknowledge that I fully understand that the release by me of this information to any unauthorized person could subject me to criminal and civil penalties imposed by law. *See* Superintendent Security Form, attached as Exhibit “C.”

42. Shortly thereafter, Dove Charter Schools and Sel were granted access to the State Student Information System *for students enrolled in Dove Charter Schools*. In addition to access to the information and records of students enrolled in Dove Charter Schools, Sel was also granted privileges to create, edit and manage accounts of other Dove Charter School users. *Id.* Upon information and belief, an account was created for Guzey.

43. On February 14, 2020, the Department was made aware that Dove Charter School, through Sel and/or Guzey, wrongfully accessed the State Student Information System for purposes of infiltrating and exfiltrating records and information of students in the State of Oklahoma who were not – and have not previously been – enrolled in Dove Charter School and for which neither Dove Charter School, Sel nor Guzey had a “legitimate educational interest.”

44. The action and conduct of Defendants, Dove Charter School, Sel and/or Guzey, was contrary to and in violation of state and federal law as explicitly incorporated into the terms of the Superintendent Security Form.

45. FERPA restricts access to student information and records unless such access is to an eligible student or parent of the student or a school official with a “legitimate educational interest.” FERPA and its accompanying regulations generally define a school official as having a “legitimate educational interest” in student information and records if that person *needs* to review a record of a “student” in order to fulfill professional responsibilities. The term “student” is defined by FERPA as “any individual who *is or has been in attendance* at an educational agency or institution and regarding whom the agency or institution maintains education records.” *See* 20 U.S.C. § 1232g(a)(6); *see also* 34 CFR § 99.3 (Emphasis added).

46. Neither Dove Charter School, Sel nor Guzey had a legitimate educational interest in the information and records accessed and disseminated relating to students who were not enrolled in Dove Charter Schools.

47. Defendants wrongfully accessed, obtained, possessed and distributed information from the State Student Information System.

48. Defendants knew and/or should have known that the access, possession, and distribution of the information obtained from the State Student Information System was improper and unlawful.

49. Once accessed, obtained and possessed, Defendants have distributed, disseminated or otherwise published to third parties, including but not limited to OITS and John or Jane Doe, the information from the State Student Information System.

50. Upon information and belief, Defendants' actions were for purposes of generating student enrollment in Dove Charter Schools and OITS.

51. The actions and conduct of Dove Charter School, Sel and/or Guzey were in violation of FERPA and Oklahoma statutes, rules and regulations, including those pertaining to the State Student Information System.

52. Pursuant to its powers under 12 O.S. § 1651, et al., this Court should declare the rights of the parties, including but not limited to, that the actions of Defendants violated the Superintendent Security Form, FERPA and the requirements for access and use of the information contained in the State Student Information System.

SECOND CAUSE OF ACTION
(INJUNCTIVE RELIEF)

53. Plaintiffs incorporate by reference, as if fully set forth herein, Paragraph 1 through 52 of the Petition.

54. On February 14, 2020, Plaintiffs were made aware that Defendants had wrongfully accessed student information from the State Student Information System, such action and conduct contrary to well-settled laws and regulations, including FERPA, Oklahoma statutes relating to the State Student Information System and the terms of the Superintendent Security Form.

55. Further, Plaintiffs were made aware that Defendants distributed, disseminated and otherwise caused for publication the wrongfully accessed and obtained information with multiple third parties.

56. Defendants knew or should have known that the information accessed, used and disseminated to third parties was not authorized and wrongful.

57. Upon information and belief, Dove Charter School, Sel, Guzey, OITS and/or John or Jane Doe remain in possession of the wrongfully accessed, used, and disseminated information from the State Student Information System.

58. Upon information and belief, Defendants intend to remain in possession of, use, and potentially share the wrongfully accessed and obtained information.

59. Upon information and belief, third parties with whom Defendants shared the wrongfully obtained information are still in possession of said information.

60. Defendants should be temporarily and permanently enjoined and restrained from accessing, using, transferring, allocating, distributing or otherwise possessing, directly or indirectly, the information obtained from the State Student Information System.

61. Defendants' actions, if not restrained, will result in the continued violation of multiple state and federal laws, regulations, and policies, including the FERPA, to the damage and detriment of Plaintiffs, Oklahoma citizens, families and schoolchildren.

62. Plaintiffs have no adequate remedy at law, and unless this Court issues injunctive relief against Defendants, Plaintiffs and the People of Oklahoma will suffer irreparable harm.

CONCLUSION

WHEREFORE, premises considered, Plaintiffs respectfully request that this Court:

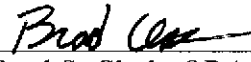
1. Issue a temporary restraining order and temporary injunction against Defendants, preventing them from any continued use, access, distribution, dissemination or publication of the information obtained from the State Student Information System for which they had no legitimate educational interest;

2. Set a date certain for this Court to hold a hearing to enter a Permanent Injunction be issued against Defendants;

3. Enter judgment in favor of Plaintiffs and against Defendants on the cause of action for declaratory relief for violations of state and federal laws and regulations, including FERPA, the requirements of the State Student Information System, and the terms of the Superintendent Security Form; and,

4. Such other relief as this Court may deem just and equitable.

Respectfully Submitted,



Brad S. Clark, OBA #22525

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ATTORNEYS FOR PLAINTIFFS

OKLAHOMA CITY PUBLIC SCHOOLS

CHARTER SCHOOL CONTRACT

This contract ("Contract") is executed on this 1st day of July 2016 by and between, Independent School District Number Eighty-Nine of Oklahoma County, Oklahoma a/k/a Oklahoma City Public Schools, 900 North Klein, Oklahoma City, Ok 73106, in its capacity as sponsoring school district pursuant to the Oklahoma Charter School Act, 70 O.S. §3-130, et. seq., (the "District"), and Dove Public Charter School Foundation ("The Board") to establish and operate the Dove Science Academy-OKC and Dove Science Academy-Elementary located at 919 NW 23rd St Oklahoma City, OK 73106 and 4901 N Lincoln Blvd Oklahoma City, OK 73105 respectively. (the "School").

RECITALS

WHEREAS, on May 6, 2013 the Parties have previously entered into an agreement dated July 20, 2013 for the-operation of the School; and

WHEREAS, on June 30, 2016 said previous agreement will expire or is to be amended as agreed in the current contract;

NOW THEREFORE in consideration of the foregoing recitals, the Parties agree as follows:

1. CONTINUED OPERATION OF SCHOOL

As authorized by the Oklahoma Charter School Act, Title 70 O.S. §3-130, et. seq. (the "Act"), the District hereby authorizes the continued operation of the School, on the terms and conditions set forth in this Contract, unless there is a conflict with the provisions of the Act in which case the Act shall supersede and pre-empt such. The District and The Board and its school shall comply with the requirements of the Act and all other applicable federal, state, and local laws and regulations. The Parties expressly agree to comply with the terms and conditions set forth in the Act.

2. MISSION

The mission of the School is set forth in Appendix A.



3. TERM OF AGREEMENT

This Contract is effective from July 1, 2016 until June 30, 2021 unless earlier terminated as provided herein. Dove Charter Schools shall be subject to additional reporting requirements as allowed by 70 O.S. sec. 3-137(A) which include, but are not limited to, additional financial reporting and oversight. The continuance of the Contract beyond the 2016-17 school year is dependent on satisfactory compliance with Appendix B.

4. GOVERNANCE

The Board, through the School's governing board, shall govern the School in a manner that is consistent with the terms of this Contract so long as such provisions are in accordance with state, federal, and local law. The Board shall have final authority and responsibility for the academic, financial, and organizational performance of the School, the fulfillment of this Contract, and approval of the School's budgets. The Board shall also have authority for and be responsible for policy and operational decisions of the School. Nothing herein shall prevent the Board from delegating said authority and responsibility herein to officers, employees and agents of School, including the school's governing board. The Board shall govern the School pursuant to the following terms and conditions:

- a. Bylaws. The bylaws of the entity holding the charter and the School shall provide for governance of the operation of the School as a public charter school and shall at all times be consistent with all applicable law and this Contract. The bylaws are attached to this Contract as Appendix C (initially or as amended, the "Bylaws"). Any modification to the Bylaws must be submitted to the District within five (5) business days of approval by the governing board.
- b. Articles of Incorporation. The Articles of Incorporation of the entity holding the charter are attached hereto as Appendix D. Any amendment to the Articles of Incorporation must be submitted to the District within five (5) business days of being filed.
- c. Composition. The composition of the School's governing board shall at all times be determined by and consistent with its Articles and Bylaws and all applicable law and policy. A list of the Board members and contact information along with each member's disclosure form are attached to this Contract as Appendix E (initially or as amended, the "Board Member List and Disclosures"). The Board shall notify the District of any changes to the Board Member List and Disclosures within five (5) business days of their taking effect and provide the District with the amended Board Member List and Disclosures.

- d. Conflicts of Interest. Subject to 70 § 3-136(A)(17) of the Act, the Board acknowledges and agrees that they shall abide by the same conflict of interest requirements as members of the OKCPS District Board.
- e. Non-Commingling. Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization unless approved in writing by the District.

5. EDUCATIONAL PROGRAM

- a. Design Elements. The School shall implement and maintain the design elements as referenced in the Application. The School shall provide notice to the District of any modifications to the design elements.
- b. Content Standards. The School's educational program shall meet or exceed current Oklahoma Academic Standards, as set by state statutes or the Oklahoma State Department of Education.
- c. Curriculum. The School shall implement the curricula described in Appendix F to the extent that such curricula are in compliance with Section 70 O.S. § 3-136(A)(3) of the Act and meet or exceed state, federal and district standards. The governing board may, without seeking District approval, make reasonable modifications to its approved curriculum to permit the School to meet its educational goals and student achievement standards. Any modifications, either individually or cumulatively, that are of such a nature or degree as to cause the approved curriculum to cease to be in operation will require approval from the District and an amendment to this Contract.
- d. Graduation Requirements [for high schools]. The governing board the School's curriculum shall comply with 70 O.S. § 3-136(A)(3) of the Act and shall meet or exceed all applicable graduation requirements as established by the Oklahoma State Department of Education (the "SDE").
- e. Staff Qualifications. Each teacher shall possess all applicable qualifications as required by applicable state or federal law.
- f. Staff Training. The School shall provide any training required by applicable state or federal law.
- g. Student Assessment.
 - I. In accordance with 70 O.S. 3-136 of the Act, the School shall participate

in the testing as required by the Oklahoma School Testing Program Act and the reporting of test results as is required of a traditional public school district. The School shall also provide any necessary data to the Oklahoma State Department of Education Office of Accountability. The School shall comply with all assessment protocols and requirements as established by the State Department of Education, maintain test security, and administer the tests consistent with all relevant state requirements except where exempted. The School shall follow professional and ethical standards in the conduct of testing.

II. [FOR SCHOOLS WITH HIGHLY-SPECIALIZED POPULATIONS AND DESIGNATED IN STATE OR DISTRICT POLICY AS "ALTERNATIVE"] The School shall participate in and report to the District results from [ALTERNATIVE OR ADDITIONAL NORM-REFERENCED ASSESSMENT AS AGREED BETWEEN SCHOOL AND DISTRICT] the Oklahoma Technical Assistance Center Evaluation System, due to its status as an alternative school.

h. English Language Learners. The School shall at all times comply with all state and federal law applicable to the education of English language learners, including but not limited to the Elementary and Secondary Education Act (ESEA), Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974 (EEOA). The School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The School shall employ and train teachers to provide appropriate services to English language learners. The School shall establish and follow policies and procedures for identifying, assessing and exiting English language learners, consistent with all applicable state and federal law. The District and School will work to assure compliance with any and all requirements of applicable state and federal law regarding services to English language learners.

i. Students with Disabilities.

I. Except as otherwise provided herein, the School shall provide, identification, services and accommodations to students with disabilities as set forth in the Application and in accordance with any relevant policies thereafter adopted, as well as with all applicable provisions of the Individuals with Disabilities Education Act (20 U.S.C. § 1401 *et seq.*) (The "IDEA"), the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*) (The "ADA"), section 504 of the

Rehabilitation Act of 1973 (29 U.S.C. § 794) ("Section 504"), and all applicable regulations promulgated pursuant to such federal laws. This includes providing services to attending students with disabilities in accordance with the individualized education program ("IEP") recommended by a student's IEP team.

- II. The School shall be responsible for providing to qualifying students such special education services as are mandated by law and regulation. The District shall provide special education supervisory support as set forth in Appendix G. The District agrees to review its records to determine existing special education eligibility and provide to the School eligible student's records including existing individualized education programs ("IEPs"). The District shall be permitted to have a representative on each such student's IEP team. The expense of such representative shall be borne by the District. If the student's IEP team reasonably determines that the School is not the appropriate placement for any special education student, the student shall be transferred to the placement determined most appropriate by the IEP team, which may include the student's original district school for educational and related services. The School shall be responsible for all special education costs associated with instructional-related and health services provided to the special education students enrolled in School, including all costs of litigation and/or due process hearings. The School will not be responsible for any special education costs associated with instructional-related and health services provided to the special education students or litigation and/or due process hearing costs if the student has transferred out of School nor litigation and/or due process hearing costs if the alleged actions prompting such actions occurred at the new placement. To the extent available as determined by the District, the School may procure therapeutic and health services from the District at School's costs. The School's obligation for related services shall not exceed the School's per capital funding for the student.

6. SCHOOL PERFORMANCE STANDARDS, AUDITS AND EVALUATION

- a. School Performance Framework. The School shall annually *Meet* or *Exceed Expectations* on the School Performance Framework. By agreement of both Parties, the 2016-2017 school year will be a Pilot Year. The Pilot Year will be a time to assess the elements of the Performance Framework. Both Parties agree that the feedback from the Pilot Year may be used to modify the Framework for future years upon mutual agreement of the parties. The Framework in existence during the Pilot Year will remain in effect unless and until the parties agree to modifications.

- I. The Academic, Financial and Organizational Frameworks together constitute the Performance Framework.
 - II. The District shall monitor and report on the School's progress in relation to the indicators, measures, metrics and targets set out in the Performance Framework. Such reporting shall take place annually and be in compliance with this Contract and provide the school with a guidance report upon completion of the audits and evaluations.
 - III. The School's performance in relation to the indicators, measures, metrics and targets set forth in the Academic, Organizational and Financial Performance Frameworks will be a part of the basis upon which the District will decide whether to renew the School's Charter at the end of the term of this Contract.
 - IV. The Parties intend that, where this Contract references or is contingent upon state or federal accountability laws, that they be bound by any applicable modification or amendments to such laws upon the effective date of said modifications or amendments, unless school is otherwise exempt from such. The specific terms, form and requirements of the Performance Framework may be modified or amended, to the extent required to align with changes to applicable state or federal accountability requirements, as set forth in law. In the event that any such modifications or amendments are required, the District will use best efforts to apply expectations for school performance in a manner consistent with those set forth in the Performance Framework as initially established in this Contract.
- b. Annual Performance Evaluation. The School shall be subject to an evaluation of its academic, organizational, and financial performance annually and is required to provide required documentation on or before April 1st of each year. The academic evaluation will consist, at a minimum, of a review of student performance and progress. The School will also be evaluated based upon the school's mission and program. District shall comply with 70 O.S. §§ 3-135 (C) and 3-135(D) in providing the guidance document in sufficient time for the school to provide the documentation required herein.
- c. School Performance Framework. The School Performance Framework will be a part of the basis, along with the requirements of 70 O.S. § 3-137 (B)(C) & (D), upon which the District will decide whether to renew the School's Charter at the end of the term of this Contract. This Contract may be amended to incorporate the agreed upon School Performance Framework. The District will consult with charter schools in the

development and implementation of the School Performance Framework and the parties may, upon mutual agreement, amend this Contract to incorporate the School Performance Framework. The District shall comply with the Act's requirements on charter renewals.

- d. Site Visits- The District reserves the right to, with reasonable notice, conduct site visits at the School.
- e. Accreditation. Consequences for issues related to State accreditation shall be those prescribed by the State accreditation or accountability system.
- f. Charter Renewal. The District shall provide oversight of the school through the annual performance audits and evaluations and provide the school with a guidance report upon completion of the audits and evaluations:
 - I. The District shall develop and maintain chartering policies and practices consistent with recognized principles and standards for quality charter authorizing as established by the State Department of Education in all major areas of authorizing responsibility, including organizational capacity, performance contracting, ongoing charter school oversight and evaluation and charter renewal decision making and provide copies of such to the school. 70 O.S § 3-134(K).
 - II. Prior to the beginning of the year before the contract renewal year, the District shall issue a school performance report and renewal application guidance to the school and its board pursuant to 70 O.S.§ 3-137(B).The performance report shall summarize the performance record to date of the school, based upon the data required by the Act and this contract and taking into consideration the percentage of at-risk students enrolled in the school. For purposes of this section, At Risk students may include academically underperforming students, students with chronic behavior issues, and/or English Language Learner (ELL) students and shall provide notice of any weaknesses or concerns perceived by the District concerning the school that may jeopardize its position in seeking renewal if not timely rectified. The school shall have forty-five (45) days to respond to the performance report and submit any corrections or clarification for the report.
 - a. The renewal application guidance shall, at a minimum, provide the school the opportunity to:
 - i. Present additional evidence, beyond the data contained in the performance report, supporting its case for renewal;
 - ii. Describe improvements undertaken or planned for the school; and
 - iii. Detail the plan for the next charter term for the school

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

IV. The District shall give written notice of its intent to deny the request for renewal by November 1 of the year prior to the expiration of this contract and in making renewal decisions the District shall:

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

7. SCHOOL OPERATIONS

- a. In General. The School and the governing board shall operate at all times in accordance with all federal and state laws, local ordinances, regulations and District policies applicable to charter schools, except where such conflicts with state law or where the school is otherwise exempt.
- b. Public School Status. The School shall be deemed a public school subject to all applicable provisions of local, state and federal law and regulation, specifically including but not limited to health and safety, civil rights, student assessment and assessment administration, data collection, reporting, grading, and remediation requirements, except to the extent such provisions are inapplicable to charter schools, or where such conflicts with the Act or the school is otherwise exempt.
- c. Nonsectarian Status. The School shall be nonsectarian in its programs, admissions policies, employment practices and all other operations. The School shall not be under the control or direction of any religious denomination.
- d. Open Meetings and Public Records. The School and the governing board shall comply with and implement policies to ensure that it complies with the Oklahoma Open Meeting

Act and the Oklahoma Open Records Act. The School shall provide the District with a calendar of governing board meetings at the same time it provides such to the Oklahoma County Clerk.

- e. Non-discrimination. The School shall not discriminate against any student, employee or any other person on the basis of race, ethnicity, national origin, gender (except with respect to admission of students by single-sex schools), disability or any other ground that would be unlawful if done by any other public school. It shall take all steps necessary to ensure that discrimination does not occur, as required by federal civil rights law.
- f. District's Right to Review. The School will be subject to review of its operations and finances by the District, including related records, when the District, in its sole discretion, deems such review necessary. District may provide School with 24 hours' notice of its intent to exercise this review.
- g. Administrative Records. The School will maintain all administrative records, and student academic records, required by law and District policies and procedures. The School agrees to make all administrative records promptly available to the District upon request.
- h. No Encumbrances. The governing board will not encumber to any third party any of the schools' assets, which were purchased with taxpayer funds, without the written permission of the District.

8. SCHOOL CALENDAR

The School shall adopt a School calendar with an instructional program that meets or exceeds the compulsory school attendance requirements of state law. Each year the School will develop a calendar and submit it to the District. Any changes that cause the calendar to differ materially from the calendar proposed and approved in the School's charter application must be submitted to the District within 10 days of adoption of the change(s).

9. ADMISSION AND ENROLLMENT

- a. Admission and Enrollment Policy. The School shall comply with the admission and enrollment requirements as set forth in 70 O.S. § 3-135. If capacity is insufficient to enroll all eligible students, the School shall select students through a lottery selection process. If a lottery is utilized by the School, thirty (30) days advance notice of the date of the lottery shall be provided to the District. The District shall be entitled to have a representative present at the School's lottery. Such representative will be present for

monitoring purposes only.

- b. Maximum Enrollment. The School has indicated that the maximum number of students who may be enrolled in the School shall be 530 for Dove OKC and 330 for Dove Elementary. The School indicates that this maximum enrollment determination is consistent with facilitating the academic success of students enrolled in the School and facilitating the School's ability to achieve the other objectives specified in the Contract. The school may increase the number of students if it determines that such is consistent with facilitating the academic success of students enrolled in the school. The School shall provide notice of any such increase to the District. The maximum enrollment shall not exceed the capacity of the School facilities.
- c. Student Transfers and Exits. Any student who exits out of the School shall be documented by an exit form. The form shall identify each departing student by Race, ELL Status, and Special Education Status and shall document the date of and reason(s) for each student departure. The form may be signed by the student's parent or guardian. At the end of the school year, and upon request by the District, the School shall collect and report to the District exit data on all students transferring from or otherwise exiting the school for any reason (other than graduation). In the event that the School is unable to document the reasons for a-withdrawal, the School shall notify the District to the effect that it made reasonable efforts to obtain documentation.
- d. Right to Remain. Open or Emergency Transfer requests for students enrolling in the School will be considered and granted in accordance with District policies. Students accepted by the School shall remain a student of the School for the full school year for which they are accepted. Acceptance of a student may be revoked only at the end of the school year for the succeeding school year unless otherwise requested by the student's parent or guardian or due to serious disciplinary action. Students who fail to attend School as required by state law may be removed from the School's rolls only after the requisite unexcused absences have been documented and all truancy procedures followed, consistent with state compulsory attendance law and District policy. This provision does not prohibit suspensions as permitted under law or policy.

10. TUITION AND FEES

The School will not charge tuition or fees except as expressly provided by state law.

11. SCHOOL FACILITIES

- a. Generally. The District is under no obligation to provide facilities and equipment to the School, except to the extent that the District and the School's governing board have entered into a written lease agreement for same. Upon District request, all furniture and

equipment purchased with state and local public funds shall be inventoried and a copy of such inventory shall be provided to the District. In the event the School requests rental of District space for a specific event, the rental rate will be comparable to rate charged other charter schools.

- b. Location. The primary location of the School shall be consistent with the Application and acceptable to the District. The School may change its primary location only after obtaining written approval from the District, subject to such terms and conditions as may be specified. Any change in the primary location of the School shall be consistent with the Application and acceptable to the District.
- c. Construction/Renovation and Maintenance of Facilities. The School will be responsible for the construction/renovation and maintenance of any facilities owned or leased by it. The School will be responsible for ensuring compliance with all ADA accessibility requirements. This provision only applies to facilities not owned or controlled by District. For Schools housed in District owned buildings, the responsibilities of the parties will be outlined in the separate lease agreement.
- d. Use of District-Owned Facility by the School. The School may use the facility for purposes other than operating a public school provided the District is provided 30 days advance notice of such use. The school may utilize the facility to raise funds for the school and its activities or community activities. The School will not conduct, nor will it permit, any activity that would threaten or endanger the health or safety of occupants, the structural integrity of the facility, or the insurability of the facility. The School may permit use of the facility by persons or groups for functions and activities consistent with the uses set out herein. The School shall not enter into a long-term sublease with another entity without first obtaining the permission of the District.
- e. Alterations. The School will not alter or modify the District-owned facility without the written approval of the District, which will not be unreasonably withheld.
- f. Impracticability of Use. If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct/renovate or upgrade a facility cannot be secured, the District shall not be obligated to provide an alternative facility for use by the School. However, if such an event occurs, the District shall use commercially reasonable efforts to locate or provide an alternative facility for use by the School.

12. FUNDING OF SCHOOL

- a. Funding of School shall be in accordance with 70 O.S. §3-142. Rules 2 10:40-87-1 through 2 10:40-87-4 of the State Department of Education and terms of this Contract. Funding by the District shall be provided in the following manner:

The School shall receive from the District the revenue generated by the School's enrollment as calculated by the State Department of Education. District shall pass through state aid received from the State Department of Education within 24 business hours of receipt. The School will be billed 3% to which the District shall be entitled as an administrative fee, to be paid in a timely manner. This fee shall only be applied to the state aid allocation. After the student count on or about October 1, the School's average daily membership shall be revised by the State Department of Education and the School's funding will be recalculated.

- I. District shall be notified monthly of the pending payment to be passed through to School, based upon the payment schedule issued by State Department of Education. No payments will be made from estimates, and payments shall be issued upon receipt. The District will provide to the School with each monthly payment documentation of the payment notice from State Department of Education
- II. The School shall be invoiced on a monthly basis for all payments due the District, including but not limited to, payments for administrative fees, meals served, rent and the provision of services and material by the District to the School, as applicable. If the School accumulates a balance on such payments of over 60 days past due, District reserves the right to deduct said balance as payment for the next funding payment from the District to the School.
- III. The School, in addition to the funding received from the District, may receive other public and/or private funding from sources other than the District pursuant to 70 O.S. § 142(C)&(D).
- IV. Upon request, the District shall provide the School with documentation provided by the State Department of Education of all statistics and calculations used to determine the School's funding.
- V. All public funds received by the School pursuant to this Contract shall be used solely for the operation of the School.
- VI. In the event the School operates other functions other than the School, public funds received by the School shall be segregated from and accounted for separate and apart from other funds received by the School.

13. SCHOOL FINANCE

The School shall comply with all applicable state financial and budget rules, regulations.

- a. At all times, the School shall maintain appropriate governance and managerial procedures and financial controls which procedures and controls shall include, but not be limited to: (1) commonly accepted accounting practices and the capacity to implement them (2) a checking account; (3) adequate payroll procedures; (4) an organizational chart; (5) procedures for the creation and review of quarterly financial reports, which procedures shall specifically identify the individual who will be responsible for preparing such financial reports in the following fiscal year; (6) internal control procedures for cash receipts, cash disbursements and purchases; and (7) maintenance of asset registers and financial procedures for grants in accordance with applicable state and federal law.
- b. The School shall be subject to audits of programs and financial conditions as may be imposed by state or federal law, including but not limited to the Oklahoma Public School Audit Law, 70 O.S. §22-102, et seq. The School shall provide to the District a copy of the School's external audit on the same date such audit is due to the State Department of Education. If the School's audit includes any deficiencies, the School shall within thirty (30) days of receipt of the audit findings provide to the District a Corrective Action Plan addressing each audit deficiency received outlining corrective action steps. In the event any issue for which the School received a deficiency is cited in the following year's audit, the District reserves the right to place the School on probation, non-renew or terminate this Contract. In the event the School receives a Disclaimer Audit, the School shall be required to conduct its following year audit and provide to the District no later than October 31st.
- c. The School shall provide the District with access to facilities and records to review, monitor, verify and audit its operations as provided by state law. In this regard, the School shall allow appropriate District administration access to facilities upon reasonable notice at reasonable time. District administration, including, but not limited to the Superintendent, the Instructional Leadership Director over Charter schools, and the District's General Counsel, may make impromptu visits to the school that do not directly pertain to a specific records review. The School shall file an annual report with the Office of Accountability in accordance with 70 O.S. §3-143 containing information requested by the Office of Accountability, including but not limited to information on enrollment, testing, curriculum, finances and employees.
- d. The District acknowledges and agrees that the audits and reviews authorized under this section shall be restricted to the books, operations, and records of the School and that the provisions hereof shall not authorize the District, the State Department of Education nor any other party or agency acting on their behalf, to audit or review the books and records

of the parent corporation of Dove Charter Schools or any other affiliate of the School. (To the extent this provision conflicts with the requirements of Appendix B, the Parties agree to waive this provision for the 2016-2017 school year.)

- e. Upon request, the School shall provide copies of its monthly financial reports to the District in compliance with Oklahoma Public School Audit Law, 70 O.S. §22-102, et seq. Otherwise, such reports shall be submitted to the District quarterly on October 31, January 31, April 30 and July 31. All year end reports shall be submitted with the annual independent financial audit.
- f. The School shall assure that all financial records for the School are maintained at the School Principal's administrative office or the corporate offices of the parent corporation, are posted and reconciled at least monthly, and are open for public inspection during reasonable business hours.
- g. The School shall establish procedures for ensuring that funds are disbursed for approved expenditures consistent with the School's budget.

14. BUDGET

Annual Budgets. On or before Oct. 1st of each year, the School will submit to the District the School's proposed budget for the upcoming fiscal year (July 1st to June 30th). This provision may be satisfied by providing a copy of the School's Estimate of Needs.

15. EMPLOYMENT MATTERS

- a. No Employee or Agency Relationship. Neither the Board, their members, the School, its employees, agents, nor contractors are employees or agents of the District; nor are either the District or its employees, agents, or contractors employees or agents of the Board or School. None of the provisions of this Contract will be construed to create a relationship of agency, representation, joint venture, ownership, or control of employment between the Parties other than that of independent Parties contracting solely for the purpose of effectuating this Contract.
- b. Retirement Plan. Pursuant to 70 O.S. § 3-136 of the Act, employees of the School may participate as members of the Teachers' Retirement System of Oklahoma in accordance with applicable statutes and rules if otherwise allowed pursuant to law.
- c. Professional Development. On a space-available basis, the School's employees may participate in the District's professional development activities. When such activities are provided through federal funding, the School's employees may participate at no charge.

The District will notify the School in a reasonable time and manner of such activities. The District shall notify the School of professional development activities in the same manner provided to other District site administrators.

- d. Background Checks. The School agrees to obtain and retain copies of fingerprint and background checks for all employees. The School shall give notice to the District of any employee it finds who has a prior conviction of a felony and of any employee who is convicted of a felony during the term of an employee's employment. The District may conduct background checks of School employees, where necessary for the health and safety of students. . Employee rosters and proof of background check clearance shall be provided to the District at the beginning of the school year, unless an employee is hired during the school year in which case the school shall provide such information within ten (10) of hire.

16. TRANSPORTATION

To the extent that such services are available as determined by District, the governing board may contract with the District to provide transportation for regular education and extra-curricular activities to all or part of its students, provided that such contract shall be in writing and provide for a reasonable charge to the School for such services. If changes in the District would result in increased cost of providing the service to the School, District reserves the right to renegotiate the cost of providing the service. Alternatively, the School may contract with a public transportation system.

17. SCHOOL NUTRITION SERVICES

To the extent the School intends to participate in the United States Department of Agriculture's Child Nutrition Reimbursement Program, the School may collaborate or contract with the District or another food service vendor to provide child nutrition services to its students. Such contracts will be created outside the scope of this document.

18. CONNECTIVITY

School is responsible for connectivity of student information with the State. School must purchase and implement its own Student Information System to connect directly with the State beginning with the 2016-2017 school year. The purchased SIS by School must meet federal or state reporting and State Department of Education requirements related to the implementation of WAVE and the legal mandate for all school districts in Oklahoma to be "SIF" compliant as defined in 70 O.S. § 3-160 Subsection B.

School is responsible for purchase and implementation of any connectivity services or hardware such as VoIP phone systems, internet service, wireless, or other connections.

19. ADDITIONAL SERVICES

Except as may be expressly provided in this Contract, set forth in Appendix G, subsequently agreed to in a written instrument between the governing board and the District, or as may be required by law, neither the School nor the District shall be entitled to the use of or access to the services, supplies, or facilities of the other. Any service agreements between the District and the governing board shall be subject to all terms and conditions of this Contract, except as may be otherwise agreed in writing. The purchase of any services not expressly required under this Contract or set forth in any subsequent written agreement between the governing board and the District or not required by law, shall not be a condition of the approval or continuation of this Contract.

20. PROVISION OF POLICIES TO THE DISTRICT

Upon request, the School will furnish to the District copies of all written policies and procedures it may adopt with respect to any matter relating to its management, operations, and educational program.

21. BREACH OF CONTRACT, TERMINATION, AND DISSOLUTION

a. The grounds and procedures for breach and termination this Contract and dissolution of the School will be as follows:

I. Breach of Contract. In the event the District has reason to believe the School has failed to meet or violated any provision of State or Federal law, this Contract, or failed to meet the Performance Frameworks and effectiveness of the School's program, the District will notify the governing board in writing of the violation and the proposed action to be taken. The governing board shall have thirty (30) days to respond and provide an explanation and corrective action plan. Probation, termination or non-renewal of this Contract shall be in relation to the continuation, materiality and severity of the violation and the District may impose other appropriate remedies for breach including, but not limited to, revocation of waiver(s). Any non-renewal or termination due to such failure or violation shall comply with the Act.

II. Grounds for Termination. Grounds for termination during the term of this contract are those set forth in and in accordance with 70 O.S. § 3-137 of the Act. "Other good cause" shall be deemed to include a material violation of any of the conditions, standards, or procedures set forth in this Contract.

III. Termination by the District. Any termination, revocation, or non-

renewal of this Contract shall be in accordance with 70 O.S. § 3-137 of the Act. Any termination or revocation shall take effect after the School has had the opportunity to exhaust any appeal or review as provided by law or this contract. In order to minimize the disruption to students, the effective date of the termination shall be no sooner than the end of the current school year, unless termination on a different date is reasonably necessary to protect the health, safety, or welfare of students or staff. This Contract may be terminated for any of the reasons enumerated in 70 O.S. § 3-137 of the Act.

- IV. Termination by The Board. Should the Board choose to terminate this Contract before the end of the contract term, it may do so in consultation with the District at the close of any school year and upon written notice to the District given at least thirty (30) days before the end of the school year.
- V. Dissolution. Upon termination of this Contract for any reason by the District upon expiration of this Contract, or if the School should cease operations or otherwise dissolve, the governing board will supervise and have authority to conduct the winding up of the business and other affairs of the School; provided, however, that in doing so the District will not be responsible for and will not assume any liability incurred by the School under this Contract. The governing board and School personnel shall cooperate fully with the winding up of the affairs of the School.
- VI. Disposition of School's Assets upon Termination or Dissolution. Upon termination of this Contract for any reason or if the School should cease operations or otherwise dissolve, then, any assets owned by the School, including tangible, intangible, and real property, remaining after paying the School's debts and obligations and not requiring return or transfer to donors or grantors, or other disposition in accordance with state law, shall be donated to another educational institution or institutions of School's choosing or remain in School's possession should School enter into a charter contract with another sponsor. Any assets purchased by the school with state funds shall become the property of District, unless School obtains a charter with another sponsor, in which case the assets remain in School's possession.

22. INSURANCE AND LEGAL LIABILITIES

- a. Insurance. Annually, the School shall provide the District with certificates of insurance by July 1 evidencing public liability insurance equal to or greater than the limits of liability set forth in the Oklahoma Governmental Tort Claims Act before commencing operation of School for the fiscal years covered by this Contract or receiving payment of any funding from the District. The School shall maintain sufficient property and casualty insurance to cover the value of all property in the possession of the School, which was purchased with state or local funds. The School shall provide the District with certificates of insurance evidencing such coverage.
- b. Risk Management. The School will keep and maintain records of all pending or threatened claims or charges. School shall cooperate fully with the District in the defense of any claims asserted against the District, its board members, agents or employees arising from or related to the operation of the School.
- c. No Authority to Bind. Neither Party may extend the faith and credit of the other to any third person or entity. Neither Party may contractually bind the other to any third party. Both Parties acknowledge the applicable provisions of Article X, §26 of the Oklahoma Constitution. The District has no financial obligation to the School beyond the current fiscal year except to pass through any funding authorized by law.
- d. Assumption of Liability. The District and The Board acknowledge and agree that neither Party has agreed to assume any liability of the other Party as a result of this Contract and that neither Party has agreed to indemnify or hold the other Party harmless with regard to any loss or damage arising out of this Contract or the operation of the School except as expressly provided in this Contract or any other written agreement executed between the Parties. The School assumes all liability imposed on it by law. The District and the School acknowledge and agree that any and all decisions regarding the operation and management of the School made by the governing board are separate from the District, and the School is solely responsible for the liability resulting from those decisions.

23. NOTICE

Any notice required or permitted under this Contract will be in writing and will be effective upon personal delivery or three days after mailing when sent by certified mail, postage prepaid, addressed as follows:

For the School:

Umit Alp
4230 N Santa Fe Ave
Oklahoma City, OK 73118

For the District:

OKLAHOMA CITY PUBLIC SCHOOLS
LEGAL SERVICES
900 N. KLEIN
OKLAHOMA CITY, OK 73106

24. GENERAL

- a. Merger. This Contract contains all terms, conditions, and understandings of the Parties relating to its subject matter. All prior representations, understandings, and discussions are merged herein and superseded by this Contract.
- b. Amendments. No amendment to this Contract will be valid unless ratified in writing by the District and the Board and executed by authorized representatives of the Parties.
- c. Governing Law and Enforceability. This Contract will be governed and construed according to the Oklahoma State Constitution and the State Laws of Oklahoma. Venue shall only lie in the 7th Judicial District, Oklahoma County, to the exclusion of all others, state or federal. If any provision of this Contract or any application of this Contract to the School is found contrary to law, such provision or application will have effect only to the extent permitted by law. The Parties shall, upon the request of either party, negotiate in good faith to adopt any necessary or appropriate replacement provision.
- d. No Waiver. The Parties agree that no assent, express or implied, to any breach by either party of any one or more of the provisions of this Contract shall constitute a waiver of any other breach.
- e. No Third-Party Beneficiary. This Contract shall not create any rights in any third parties who have not entered into this Contract, nor shall any third party be entitled to enforce any rights or obligations that may be possessed by either party to this Contract.
- f. Force Majeure. Neither Party shall be in breach of this Contract if the performance of any part or all of this Contract is prevented, delayed, hindered, or otherwise made impracticable or impossible because of strike, flood, tornado, hurricane, riot, explosion, war, act of God, sabotage, accident, or any other casualty or cause beyond either Party's control and that cannot be overcome by reasonable diligence and without unusual expense.
- g. Non-Assignment. Neither party to this Contract shall assign or attempt to assign any rights, benefits, or obligations accruing to the party under this Contract unless the other party agrees in writing to any such assignment, which said agreement will not be

unreasonably withheld.

- h. Exemption. The Parties recognize that Charter Schools are exempt from certain laws, regulations and rules and agree that this contract shall not nor is intended to waive, override, preempt or otherwise negate any such exemptions.

[SIGNATURE PAGE FOLLOWS]

Dated this 6th day of June, 2016.



**INDEPENDENT SCHOOL DISTRICT NO. 89
OF OKLAHOMA COUNTY, OKLAHOMA**

By _____

Lynne Hardin, Chair, Board of Education

**[DOVE PUBLIC CHARTER SCHOOL
FOUNDATION**

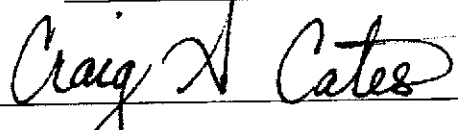
OKLAHOMA CITY, OK

By _____

Dr. Bilal Erturk, Board President

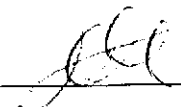
CERTIFICATES

The undersigned Clerk of the District's Board of Education certifies that this contract was approved by the Board of Education at its meeting held on June 6, 2016.



Craig Cates, Clerk

The undersigned Secretary of DOVE PUBLIC CHARTER SCHOOL FOUNDATION certifies that this contract was adopted by the Developer's Board of Directors at its meeting held on July 30th, 2016.



Secretary

APPENDIX A

MISSION OF THE CHARTER

Recognizing that educational success will be realized only when the essential underlying triad of student - teacher - parent / guardian is in harmony, the mission of Dove Science Academy - Oklahoma City is to create a partnership among this triad that will provide our youth with the support necessary to reach their highest potential—intellectually, socially, emotionally and physically.

The educational vision and innovation crucial to accomplishing this mission are organized under two main headings: *specific design elements* and *whole-school design*. The specific design elements fall into five categories:

1. Rigorous curricula, instruction, and assessment;
2. Leadership, governance, and staffing;
3. Parent and community involvement;
4. Technology;
5. Financing.

Whole-school design involves the comprehensive and continuing effort to realize these five essential elements in an integrated manner. It is our belief that each child has an inherent curiosity and love of learning; and that each child has a unique intelligence, level of capability, and learning style. With this in mind, we motivate our students and expect them to strive toward their highest levels of capability while they address their individual learning styles, thus fostering within them a life-long love of learning.

It is the educator's responsibility to construct a program, which engages and motivates students to invest their talents, energy, and enthusiasm in completing their schoolwork in an exemplary manner. Individual attention in the form of one-on-one tutoring, and individualized goals is the key to motivating our students.

Since adolescents thrive in an environment of diversity, we strive to create a diverse learning environment. Diversity is not only a motivating factor, but is an essential element in a well-rounded education. It also serves as a key to success in our diverse American society, our institutions of higher learning, and our inter-connected global economy.

The development of healthy attitudes and values is integral to a student's success in the classroom and in the community. These attitudes are instilled most effectively through adult role models. Besides being crucial to implementation of the mission of Dove, the staff provides the immediate role models for our students. Therefore, staff are meticulously selected and trained, then held to the highest standards of conduct.

Continuous improvement, persistent innovation, positive response to change, and a commitment to continuous growth will be expected of all the people and programs at DSA-OKC. The public's resources and those of the Governing Board must be effectively committed to ensure that these expectations will be met

APPENDIX B

QUARTERLY REPORTING REQUIREMENTS 2016-17

70 O.S. sec. 3-137(A) states that “[a] sponsor may grant renewal with specific conditions for necessary improvements to a charter school. Pursuant to this statute, the District is requesting that, to continue the Agreement beyond the 2016-17 school year, School must provide the following materials to the District by the dates listed:

1. By **July 1, 2016**, the Dove Public Charter School Foundation’s articles of incorporation and bylaws, and the names, position and contact information (i.e., mailing address and telephone numbers) of each board member.
2. By **September 23, 2016**:
 - Documentation indicating that all assets associated with the Dove charter schools authorized by the District have been transferred to the Dove Public Charter School Foundation.
 - Documentation demonstrating that state aid that passes through the District to the Dove charter schools is held in a separate account from funds that may be used for different purposes, and is only spent on the Dove charter schools authorized by the District.
 - Documented evidence of attempts to renegotiate the current rent for the facilities at 919 NW 23rd Street, Oklahoma City, Oklahoma 73106 and 4901 N. Lincoln Blvd Oklahoma City, Oklahoma 73105.
3. By **September 23, 2016, December 13, 2016, and March 3, 2017**:
 - Copies of all purchase orders, invoices, encumbrance lists, and all other financial records for review by District personnel;
 - Copies of all contracts with vendors, including any non-kickback, non-collusion or non-discrimination affidavits associated with such contracts. Also, provide any documents demonstrating an appropriate bidding process, where necessary.
 - Documentation evidencing all financial transactions by the Dove Public Charter School Foundation.
 - Documentation demonstrating that employees of the Dove charter schools authorized by OKCPS are paid out of a Dove bank account.

The above-referenced materials must be delivered to the office of the Instructional Leadership Director over charter schools by 4:30 p.m. on the dates listed above. The continuance of the Agreement after the 2016-17 school year is dependent on School's full compliance with these requests. District reserves the right to non-renew or terminate School's this Agreement in any of the following circumstances:

1. The School fails to provide the requested materials by the dates and times listed above; or
2. The material submitted indicates that the School is not being operated in accordance with its Application, District policy or regulation, or state/federal law.

(The language in this exhibit does not affect or limit the District's right to place School on probation, non-renew or terminate School's charter contract for any other reason listed in the Agreement.)

APPENDIX C

BYLAWS

APPENDIX D
ARTICLES OF INCORPORATION

APPENDIX E
BOARD MEMBER INFORMATION

APPENDIX F

PROGRAM DESCRIPTION AND CURRICULUM

HIGH STANDARDS AND QUALITY EDUCATION

Since the establishment of Dove Schools, the schools have continually striven towards maintaining the high academic standards that will powerfully propel us into the 21st century. Because of our supportive parents, the faculty and staff have guided our students beyond all community and state mandated expectations

To be able to go beyond mandated expectations, the schools have designed their programs to serve the following grade levels in each campus:

Dove Science Academy-OKC Grades 6-12

Dove Science Academy - Elementary Grades K-5

The program will focus on core knowledge and essential skills so that students may achieve the mastery upon which further learning will be built. The core Dove grade-level outcomes meet Priority Academic Students Skills (PASS), and are defined in part by referring to existing national and international standards. The Dove education program also includes comprehensive health and physical education. Beyond its core program, Dove is dedicated to challenging and stimulating every student.

Goals of the school as an entity

a. Student Based Goals

- The school will demonstrate progress in the aggregated results of the pupil outcomes listed in the student goal section.
- The school will demonstrate student improvement on standardized tests, and student scores will compare favorably with those from schools that have similar student populations (e.g., race, gender, and socioeconomic status).
- The school will have a high rate of student attendance.
- The school will have a low drop out rate.
- The school rating will compare favorably with those of schools that have similar student populations.

b. Infrastructure Goals

- There is no doubt that state-of-the-art laboratories are a means to strengthen the knowledge attained in classes, as well as to motivate and prepare participants for further education. As because of the high priority given to motivational activities, fairs, laboratory studies and projects, and science contests will play very important roles in our system.

Dove will also utilize technology to support the instructional and managerial needs of students

It is difficult, if not impossible, to discuss the curriculum outside of issues such as the learning environment, instructional approaches and resources, personnel, and assessment. Dove Science Academy has begun by stating that the state curriculum will serve as the minimum standard for the educational program. This decision is based on the realization that students will enter and exit educational programs over time. It is our responsibility to provide some consistent baseline of knowledge. All students will be given the opportunity and encouraged to take at least one foreign language. Beyond these minimums, the possibilities are completely open.

Decisions dealing with curriculum and instruction will be based on:

1. Student interests,
2. Student needs as determined by assessment, and
3. Minimum state requirements.

As indicated above, Dove Science Academy - Oklahoma City expects its graduates to demonstrate a mastery of specific subject competencies. The following is a list of subject matter competencies that each graduate acquires. These competencies are based on the Priority Academic Students Skills (PASS) and national standards.

English Language Arts: In the area of English language arts, students will:

- Understand and appreciate literature and the arts as expressions of and ways to interpret the human experience.
- Obtain meanings from a variety of complex texts.
- Be well read as demonstrated by reading a variety of literary works representing different genres.
- Make informed interpretations of the purpose and meaning of literary works.
- Convey interpretations of personal experience gleaned from literature.
- Explain how literature from various cultural/ethnic groups expresses both distinctive and similar values, experiences, struggles and contributions.
- Evaluate how the form and content of a literary work contributes to its message and impact.

Social Studies: In the area of Social studies, students will:

- Understand and apply civic, historical and geographical knowledge in order to become a citizen in a diverse world.
- Apply information, concepts and perspectives from the history of our nation and the history and development of other nations.
- Deliberate on public issues, which arise in a representative democracy.
- Use historical research to ask and answer questions about the past.
- Recognize that regions can be defined in cultural, physical, or political terms.
- Accurately interpret and summarize information from maps, charts, and graphs.
- Understand the building blocks of representative government.
- Understand the evolution of early civilizations and the development of new ideas, institutions, and systems of thought.
- Recognize that events in the past inform the present.

- Understand the rich and varied achievements of diverse peoples.

Mathematics: In Mathematics, students will:

- Construct mathematical models.
- Use a variety of problem solving strategies.
- Use advanced computing procedures.
- Understand and apply advanced properties of numbers.
- Understand and apply advanced methods of measurement.
- Understand and apply advanced concepts of geometry.
- Understand and apply advanced concepts of functions and algebra.
- Understand and apply advanced concepts of probability and statistics.
- Understand and apply advanced concepts of data analysis.

Science: In Science, students will:

- Analyze real world phenomena using scientific concepts, principles, and processes (e.g. cause and effect, energy, systems).
- Use the scientific method to ask and answer questions about the world.
- Understand essential ideas about the composition and structure of the universe and the motions of objects in it.
- Know basic earth, biological, physical, and chemical concepts.
- Understand basic concepts of the motion and focus of matter and energy.

Fine Arts: In the Fine arts, students will:

- Participate in artistic activities.
- Make informed interpretations of the purpose and meaning of artistic works.
- Convey interpretations of personal experiences in expressive forms.
- Explain how art from various cultural/ethnic groups expresses both distinctive and similar values, experiences, struggles, and contributions.
- Explain how the form and content of an artistic work contributes to its message and impact.
- Explain the role of the artist in providing service to the community and world.

Foreign Language: In the area of communicating in a foreign language, students will:

- Obtain sufficient written proficiency and verbal fluency to communicate in a foreign language.
- Understand and appreciate the culture underlying the foreign language.

Computer and Technology Applications: In this area, students will:

- Use technology to increase learning;
- Understand and use current word processing systems;
- Understand and use current spreadsheet software;
- Understand and use current database software;
- Understand and use current presentation software;
- Understand the uses of a networked system and the Internet; and
- Understand how technology can be of service to the community

Dove Science Academy - Oklahoma City has a science-oriented curriculum; programs will concentrate on an experimental, hands-on approach while increasing the abstract knowledge of science. The Science curriculum includes extracurricular activities in each grade for talented, gifted students and those who want to be part of academic competitions

Science is a dynamic ever-changing discipline; thus, students will be encouraged to use computers and the Internet, and to plan and organize projects, hypothesize, analyze data, and draw conclusions from tests they create. The major purpose of science curriculum is to teach children to become self-reliant, independent problem-solvers, concentrating on science subjects. The science curriculum is merged with life consistent with what is known about adolescence. It is designed to create a high level of interest in learning that will become personalized and individualized.

Activities in science are designed to integrate appropriately with other subject areas. Students practice language art skills when they communicate their thoughts by writing, and presenting speeches. They use mathematical skills by graphing or calculating. Social studies are integrated when students study the impact of science and technology on the environment. The science curriculum is integrated with the latest scientific and technological improvements by putting them into the curriculum as soon as they appear. The aim is for the students to be aware of the latest scientific improvements around the world via science and technology clubs.

APPENDIX G

ADDITIONAL SERVICES PROVIDED BY DISTRICT

ADDITIONAL SERVICES PROVIDED BY DISTRICT

The District will provide the School the following services:

1. Administration of the School's Charter and Contract including services provided by:
 - a. Superintendent's Office
 - b. Legal Department
 - c. Finance Department
 - d. Federal Programs
2. Executive-level supervisor dedicated to Charter School needs.
3. Supervisory support for special education services including:
 - a. Review of District records as requested;
 - b. As needed consultation;
 - c. Attendance at IEP meetings (as needed or requested);
 - d. Monitoring
4. Supervisory support for English Language Learner services including:
 - a. Review of District records as requested;
 - b. As needed consultation;

CHARTER SCHOOL CONTRACT

This Charter School Contract ("Contract") is executed to be effective the 1st day of July, 2016, by and between **Langston University** ("Sponsor"), and **Dove Public Charter School Foundation** ("Charter School"). This Contract constitutes the Charter of the Charter School in compliance with the Oklahoma Charter Schools Act, 70 O.S. § 3-131 et seq. When the terms "Contract" or "Charter School" are used in this Contract, they are deemed to be synonymous.

The Charter School has submitted its application ("Proposal") to the Sponsor for sponsorship of its charter school program. The Proposal provides for Discovery Schools of Tulsa which shall include operation of the schools known as Dove Science Academy-Tulsa and the Discovery School of Tulsa. The comprehensive instructional program and curriculum to be provided by the Charter School shall be the same as described in the Proposal.

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, the Oklahoma Charter Schools Act (Okla. Stat. tit. 70, §§ 3-130 through 3-160, and all applicable rules and regulations. The Charter School agrees that it will start operations on or before September 1, 2016. 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:

Name: Umit Alpaslan
Title: Superintendent
Telephone Number(s): 405-605-0201 (Work)
Address: 4230 N Santa Fe Ave, OKC, OK 73118
E-Mail Address: alp@doveschools.org

Name: Bilal Erturk
Title: President, Board of Directors
Telephone Number: (405) 605 0201
Address: 4230 N Santa Fe Ave, OKC, OK, OK 73118

2. **Term of the Charter.** This Charter will be effective on July 1, 2016 and shall terminate on June 30, 2021, unless terminated sooner as herein provided.
3. **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 five (5) years from the last day of operation for the 2020-21 school year. Any application for renewal must be filed not later than June 30, 2020. An application for renewal must include the information requested for the original Proposal and any additional information requested by the Sponsor.
4. **Modification of the Charter.** The terms of the Charter may be revised upon the request of the Charter School and upon the approval of the Sponsor.

II. THE EDUCATIONAL PROGRAM

1. **Enrollment. The Charter School shall not discriminate in enrollment and shall select waiting students by lottery.** The admissions policy for admission of students to the Charter School is described in the Proposal, Sibling policy will be applied at the lottery; i.e. Siblings of current students should be automatically accepted. 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 School shall comply with the admission and enrollment requirements as set forth in 70 O.S. § 3135. If capacity is insufficient to enroll all eligible students, the School shall select students through a lottery selection process.
2. **The Charter School program shall not discriminate.** The educational program of the Charter School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. The Charter School 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. **The 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 and implementing state and federal regulations; Title II of the Americans with Disabilities Act and implementing regulations; and the Policies and Procedures For Special Education In Oklahoma of the State Department of Education governing the education of children with disabilities. The Charter School agrees that it is the Local Educational Agency, 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.
4. **The Charter School shall comply with the Oklahoma School Testing Program and shall provide data to the State 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.
5. **The Charter School shall comply with all federal regulations and state and local rules and statutes relating to health, safety, civil rights and insurance.**
6. **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.

7. **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 educational records. In addition, the Charter School shall comply with the student education record requirements contained in the IDEA.
8. **The Charter School will not charge tuition or fees directly or indirectly.** The Charter School shall not charge students tuition or fees either directly or indirectly, regardless of what terminology may be used to describe any such attempted payments.
9. **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.
10. **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.
11. **The Charter School shall comply with state law governing days of instruction and hours of instruction.** The Charter School shall provide instruction for at least the number of days, and hours during the day, as is required by Oklahoma law.
12. **The performance provisions within the Charter School Contract shall be based on a performance framework that clearly sets forth the academic and operational performance indicators, measures and metrics that will guide the evaluations of the Charter School by the Sponsor.** The Charter School shall submit the data required in this section in the identical format that is required by the Oklahoma State Department of Education of all public schools in order to avoid duplicative administrative efforts or allow a charter school to provide permission to the Department to share all required data with the Sponsor. The performance framework shall include indicators, measures and metrics for, at a minimum:
 - a. Student academic proficiency;
 - b. Student academic growth;
 - c. Achievement gaps in both proficiency and growth between major student subgroups;
 - d. Student attendance;
 - e. Recurrent enrollment from year to year as determined by the methodology used for public schools in Oklahoma;
 - f. In the case of high schools, graduation rates as determined by the methodology used for public schools in Oklahoma;
 - g. In the case of high schools, postsecondary readiness;
 - h. Financial performance and sustainability; and
 - i. Governing board performance and stewardship, including compliance with all applicable laws, regulations and terms of the Charter School Contract.

III. FISCAL MANAGEMENT

1. **The Charter School shall operate on a fiscal year basis.** The Charter School shall utilize a fiscal year beginning July 1 and ending on the following June 30.
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.
4. **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.
5. **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.
6. **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 a school district board of education and the school district.
7. **Sponsor Fee.** The Charter School shall receive funding from the State Department of Education in the amount of State Aid revenue generated by its students as set forth in law and regulation. The Charter School shall pay to the Sponsor five percent (5%) of its State Aid revenue for administrative services to be rendered by the Sponsor which shall include: technical assistance in the writing and preparation of grant applications to support the Charter Schools educational programs, the assignment a/student teachers in training by the Sponsor to intern at the Charter School, sponsorship of the charter School s public outreach programs, and such other services as the parties may agree are appropriate.

IV. FACILITIES GOVERNANCE, AND OPERATIONS

A majority of the charter governing board members shall be residents of the State of Oklahoma and meet no less than quarterly in a public meeting within the boundaries of the school district in which the charter school is located or within the State of Oklahoma in the instance of multiple charter school locations by the same sponsor or charter school.

1. **The Charter School shall comply with the requirements of the Oklahoma Open Meeting Act.**
2. **The Charter School shall comply with the requirements of the Oklahoma Open Records Act.**
3. **The Charter School shall have the governing body and administration described in its Proposal.** The Charter School will have a governing body, and administration, which shall be responsible for the policies and operational decisions of the Charter School. No current, proposed or future member of the governing body will have a felony conviction.
4. **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) workers' 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 the Sponsor with a copy of any policy of insurance it maintains within five (5) days of the Sponsor's written request for the policy.
5. **The Charter School shall issue employment contracts.** 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 nonreemployment, 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.
6. **The Charter School shall comply with all applicable federal, state, and municipal laws and regulations.** The Charter School will comply with all applicable federal statutes and regulations, state statutes and regulations, and local ordinances and rules, including, but not limited to those

relating to health, safety, civil rights, and insurance listed annually by the State Department of Education For Charter School compliance.

7. **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 disposed as required by law upon the occurrence of any of these events.

8. **The Charter School may participate in certain benefit programs of the Sponsor.** The Charter School may participate in all health and related insurance programs available to the employees of the Sponsor. The Charter School may also elect not to do so and the parties hereto affirm that it is the desire of the Charter School not to do so as of the date of execution of this Agreement. In the event that the Charter School decides in the future that it desires to so participate in the health and related insurance programs available to employees of the Sponsor, it must give notification to the Sponsor of such desire no less than ninety (90) days of the start of the next insurance plan year for the Sponsor to allow adequate time to permit the Sponsor to execute appropriate documents with its vendors providing such insurance coverage.

9. **Management and Administration of School.** The management and administration of the school shall be under the supervision and control of qualified persons serving in positions of Superintendent, Principal, Assistant Principal and Counselor. Their respective resumes and any certifications shall be maintained in the school's office for review. The persons initially appointed in these positions are:

Superintendent for both schools: Umit Alpaslan

	Discovery School of Tulsa	Dove Science Academy-Tulsa
Principal	Maureen Brown	Abidin Erez
Assistant Principal	Annya Fletcher	John Franklin

10. **No later than September 1 each year, the governing board of the Charter School shall prepare a statement of actual income and expenditures for the charter school for the fiscal year that ended on the preceding June 30, in a manner compliant with 70 O.S. § 5-135.** The statement of expenditures shall include functional categories as defined in rules adopted by the State Board of Education to implement the Oklahoma Cost Accounting System pursuant to 70 O.S. § 5-145. The Charter Schools shall not submit estimates of expenditures or prorated amounts to fulfill the requirements of this paragraph.

11. To the extent not already provided to the Sponsor, the Charter School shall provide to the Sponsor:
 - a. A mission statement for the Charter School;
 - b. A description including, but not limited to, background information of the organizational structure and the governing body of the Charter School;
 - c. A financial plan for the five (5) years of operation of the Charter School and a description of the treasurer or other officers or persons who shall have primary responsibility for the

- finances of the charter school. Such person shall have demonstrated experience in school finance or the equivalent thereof;
- d. A description of the hiring policy of the charter school;
 - e. A description of the facility and location of the charter school;
 - f. A description of the grades being served;
 - g. An outline of criteria designed to measure the effectiveness of the charter school;
 - h. A description of the minimum and maximum enrollment planned per year for each term of the Charter School Contract;
 - i. The proposed calendar for the charter school and sample daily schedule;
 - j. Unless otherwise authorized by law or regulation, a description of the academic program aligned with state standards;
 - k. A description of the instructional design of the charter school, including the type of learning environment, class size and structure, curriculum overview and teaching methods;
 - l. The plan for using internal and external assessments to measure and report student progress on the performance framework developed by the applicant in accordance with subsection 70 O.S. § 3-135(C);
 - m. The plans for identifying and successfully serving students with disabilities, students who are English language learners and students who are academically behind;
 - n. A description of cocurricular or extracurricular programs and how they will be funded and delivered;
 - o. Plans and time lines for student recruitment and enrollment, including lottery procedures;
 - p. The student discipline policies for the charter school, including those for special education students;
 - q. An organizational chart that clearly presents the organizational structure of the Charter School, including lines of authority and reporting between the governing board, staff, any related bodies such as advisory bodies or parent and teacher councils and any external organizations that will play a role in managing the school;
 - r. A clear description of the roles and responsibilities for the governing board, the leadership and management team for the Charter School and any other entities shown in the organizational chart;
 - s. The leadership and teacher employment policies for the Charter School;
 - t. Its governing bylaws;
 - u. Explanations of any partnerships or contractual partnerships central to the operations or mission of the charter school;
 - v. The plans for providing transportation, food service and all other significant operational or ancillary services;
 - w. Opportunities and expectations for parental involvement;
 - x. A detailed school start-up plan that identifies tasks, time lines and responsible individuals;
 - y. A description of the financial plan and policies for the Charter School, including financial controls and audit requirements;
 - z. A description of the insurance coverage of the Charter School;
 - aa. Five-year budgets with clearly stated assumptions;
 - bb. Five-year cash-flow projections with clearly stated assumptions;
 - cc. Evidence of anticipated fundraising contributions, if any;

dd. A sound facilities plan, including backup or contingency plans if appropriate.

V. INSPECTIONS

1. **The Sponsor shall have the right to make periodic inspections of all aspects of the Charter School's operations.** Routine scheduled inspections may take place on a quarterly basis, or more frequently if the Sponsor deems that more frequent inspections are appropriate. Non-routine inspections may occur at any time. The Sponsor will give the Charter School notice at least five (5) business days in advance of a non-scheduled, non-routine inspection. The Charter School agrees to cooperate in good faith with the Sponsor's representatives making the Sponsor inspections. The purpose of the inspections will be to ascertain that the Charter School is properly fulfilling its obligations under:
 - The Oklahoma Charter Schools Act;
 - The Charter School's Mission Statement;
 - This Contract; and
 - The terms and conditions of the Charter School's application/proposal to the Sponsor.”

2. **Termination of Contract by Sponsor.** The Sponsor may terminate the Charter during the term of the Contract for failure to meet the requirements for student performance contained in the Contract, failure to meet the standards of fiscal management, violations of the law, or other good cause. The Sponsor shall give at least ninety (90) days' written notice to the governing board of the Charter School prior to terminating the Contract. The governing board may request, in writing, an informal hearing before the Sponsor within fourteen (14) days of receiving notice. The Sponsor shall conduct an informal hearing before taking action. If the Sponsor decides to terminate the Contract, the governing board may proceed to mediation or binding arbitration or both as provided for in the Oklahoma Charter Schools Act.

3. **Termination of Contract by Charter School.** The Charter School may terminate the Charter during the term of the Contract with or without cause upon ninety (90) days written notice to the Sponsor.

VI. THIS AGREEMENT

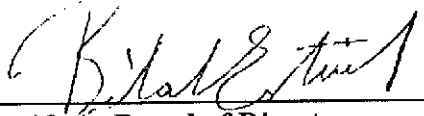
1. **Entire Agreement.** This Contract, including all referenced attachments and terms incorporated by reference, contains the entire agreement of the parties. All prior representations, understandings, and discussions are merged into, superseded by and canceled by this Contract. This Contract has been 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 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.** In the event that the Charter School should seek civil recourse against the Sponsor, the parties agree that the sole venue for such action lies in the District Court for Payne County, Oklahoma. In the event that the Sponsor should seek civil recourse against the Charter School, the parties agree that the sole venue for such action lies in the District Court for Tulsa County, Oklahoma.
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.

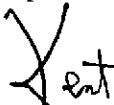

IN WITNESS WHEREOF, the parties hereto have executed this Contract to be effective the date first above written.

Charter School



President, Board of Directors
 Dove Public Charter School Foundation
 Oklahoma

Sponsor

President
 Langston University
 Langston, Oklahoma

Attest:



Secretary, Board of Directors

**IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA**

STATE OF OKLAHOMA, ex rel.)
OKLAHOMA STATE DEPARTMENT OF)
EDUCATION; and,)
OKLAHOMA STATE BOARD)
OF EDUCATION,)
)
Plaintiffs,)
)
v.)
)
Dove Public Charter School Foundation, Inc.,)
an Oklahoma not for profit corporation d/b/a)
Dove Science Academy-OKC, Dove)
Science Academy-Elementary, and Discovery)
Schools of Tulsa; Dove Schools, Inc., an)
Oklahoma not for profit corporation d/b/a)
Oklahoma Information & Technology School;)
Dove Public Charter Schools, an Oklahoma)
Public Charter School;)
Ibrahim Sel, Superintendent of Dove Charter)
Schools; Ilhan Guzey, administrator of)
Dove Charter Schools; and, John or Jane Doe,)
)
Defendants.)

Case No.

AFFIDAVIT OF ERIK FRIEND

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

I, Erik Friend, being first duly sworn on oath, testify as follows:

1. I am over the age of 21 and competent to give the testimony contained herein. I have personal knowledge of the facts contained herein.

2. I am familiar with the facts and circumstances involved in the litigation styled, *State of Oklahoma, ex rel. Oklahoma State Department of Education, Oklahoma State Board of*



Education v. Dove Public Charter School Foundation, Inc., et al., in the District Court of Oklahoma County, State of Oklahoma, (hereinafter the “Litigation”).

3. I am the Executive Director of Data Information Systems for the Oklahoma State Department of Education. I have personal knowledge of the facts involved in the Litigation, more particularly described herein.

4. Oklahoma law requires the State Department to develop, and public school districts to implement and comply with, a student information system (the “State Student Information System” or the “Wave”). 70 O.S. § 18-200.1(E); 70 O.S. § 3-160. In developing and implementing the State Student Information System, the State Department has the authority to define requirements of the system. Under this authority, the State Department has determined that pursuant to privacy provisions of the Family Educational Rights and Privacy Act (“FERPA”), access to student information contained therein shall be restricted to: (1) authorized staff of the State Department and contractors who require such access to perform their assigned duties; (2) school district administrators, teachers and school personnel who require such access to perform their assigned duties; (3) students and their parents; and, (4) authorized staff of other state agencies in Oklahoma as required by law and/or defined by interagency data-sharing agreements.

5. Prior to granting a school district administrator, teacher or other personnel of a public school with access to the State Student Information System, for purposes of entering, accessing, reporting and using student information therein relating to students enrolled in the applicable school, the State Department of Education requires that the public school, by and through its superintendent, first sign and agree to adhere to the terms of the Single Sign On Superintendent Security Form (the “Superintendent Security Form”).

6. The purpose of the Superintendent Security Form is to ensure that those accessing the information contained the State Student Information System acknowledge and agree, under penalty of law, that said information remains confidential and protected against unauthorized use, access or possession.

7. On August 28, 2018, Sel signed and submitted the Superintendent Security Form in his capacity as superintendent of Dove Charter Schools.

8. Shortly thereafter, Sel was granted access to the State Student Information System for students enrolled in Dove Charter Schools.

9. In addition to access to the information and records of students enrolled in Dove Charter Schools, Sel was also granted privileges to create, edit and manage accounts of other Dove Charter Schools users.

10. Upon information and belief, Sel or his predecessor on behalf of Dove Charter Schools created and/or requested to create an account for Guzey. *Id.*

11. At no time has an account been obtained or any access privileges granted for the Oklahoma Information and Technology School ("OITS") to the State Student Information System.

12. On February 14, 2020, the Department was made aware through numerous complaints that Dove Charter Schools, through Sel and Guzey, wrongfully accessed the State Student Information System for purposes of infiltrating and exfiltrating records and information of students in the State of Oklahoma who were not – and have not previously been – enrolled in Dove Charter School

13. I am familiar with the information received by Plaintiffs relating to the student recruitment mailers sent by OITS and Dove Charter Schools.

14. Upon information and belief OITS Student Recruitment Mailer was sent in the names of, and to the home addresses of, approximately 107,000 Oklahoma 5th and 6th grade students.

15. Upon information and belief, the Dove Charter Schools Student Recruitment Mailer was sent to students in 5th and 6th grade, but also students in other grade levels who are currently enrolled in Oklahoma public schools that are within the boundaries of Dove Charter Schools.

16.

Further Affiant saith not.


Erik Friend

Subscribed and sworn to me before this 18th day of February, 2020.


Notary Public

My Commission Number and Expiration: 05/19/2022
[SEAL]



Single Sign On - Superintendent Security Form

This form must be completed by the Superintendent to be granted access to the State Department of Education Single Sign On as superintendent for the purpose of accessing the state applications and to be granted privileges to create, edit, and manage the accounts of other users at your school district.

IMPORTANT: This request must be accompanied by a copy of the district board minutes showing the date of action and the contract effective date.

Please email the completed form and board minutes to ServiceDesk@omes.ok.gov.

(PLEASE COMPLETE ALL FIELDS LEGIBLY)

COUNTY NUMBER: DISTRICT NUMBER: DISTRICT NAME:

DISTRICT TELEPHONE NUMBER: PREVIOUS SUPERINTENDENT:

FIRST NAME: LAST NAME: SUPERINTENDENT CONTRACT EFFECTIVE DATE:

SUPERINTENDENTS E-MAIL ADDRESS: CURRENT SINGLE SIGN ON USERNAME (If applicable):

I understand that the data maintained by the Oklahoma State Department of Education (OSDE) system is sensitive and confidential. Access to data and the release of data is governed by the Federal Family Educational rights and Privacy Act, Oklahoma Title 51 O.S. 2001 24A.16, Oklahoma Title 70 O.S. 3-160 and 18-200.1 (E), Oklahoma Title 70 O.S. 2001 6115, and Oklahoma Title 74 O.S. 31 11(C&D) as amended. I agree that I shall not release data unless authorized to do so according to applicable laws, rules, and regulations, nor shall I access or use the information contained therein except for legitimate educational interests. I further agree that I will not allow anyone to login under my login and password and I will logout of the system when I am not at my desk.

I acknowledge that I fully understand that the release by me of this information to any unauthorized person could subject me to criminal and civil penalties imposed by law.

SUPERINTENDENTS SIGNATURE: (This must be an original signature and included or account cannot be setup.)

DATE:

OFFICE USE ONLY

Date Received: Date Acct Updated: Updated By:



Single Sign On - Superintendent Security Form

This form must be completed by the Superintendent to be granted access to the State Department of Education Single Sign On as superintendent for the purpose of accessing the state applications and to be granted privileges to create, edit, and manage the accounts of other users at your school district.

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DISTRICT TELEPHONE NUMBER: PREVIOUS SUPERINTENDENT:

FIRST NAME: LAST NAME: SUPERINTENDENT CONTRACT EFFECTIVE DATE:

SUPERINTENDENTS E-MAIL ADDRESS: CURRENT SINGLE SIGN ON USERNAME (If applicable):

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I acknowledge that I fully understand that the release by me of this information to any unauthorized person could subject me to criminal and civil penalties imposed by law.

SUPERINTENDENTS SIGNATURE: (This must be an original signature and included or account cannot be setup.)

DATE:

OFFICE USE ONLY

Date Received: Date Acct Updated: Updated By:

Public Notice

DOVE SCHOOLS

Special Board Meeting

Date/Time: June 1, 2019 at 12 pm.

Location: Dove Schools Central Office Meeting Room,
4230 N. Santa Fe Ave. Oklahoma City, OK, 73118

AGENDA

Call to order.

Attendance and quorum.

Opportunity for the Public to be heard: Recognition of visitors

General Guideline for this part of Agenda

- Speaker should sign a list of the topic comments prior to the beginning of the meeting.
- Each speaker is given a maximum of 3 minutes to address the Board.
- The Board's response to the speakers' comments is limited.
- The Board President reserves the right to monitor this portion of agenda and move to the next agenda item if necessary.

Consent Agenda

1. Adoption of Agenda for June 1, 2019 Special Board meeting
2. Application for a new Virtual Charter School to Oklahoma Statewide Virtual Charter School Board.
3. Renewal of copier lease agreements
4. Furniture purchases
5. Compensation Manual updates

EXHIBIT

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CONTRACT FOR CHARTER SCHOOL SPONSORSHIP

This Contract between the Oklahoma Statewide Virtual Charter School Board and DOVE Schools, Inc., (board), the governing authority of the Oklahoma Information and Technology School ("Charter School"), shall set forth the terms and conditions of the sponsorship of the Charter School and shall constitute the Charter of Oklahoma Information and Technology School (school).

1. RECITALS

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

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

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

1.4 WHEREAS DOVE Schools, Inc., is the governing authority of the Oklahoma Information and Technology School, and its principal place of business is 4230 N. Santa Fe Avenue, Oklahoma City, Oklahoma; and

1.5 WHEREAS the Charter School submitted an application for (initial/renewal) sponsorship to the Board on June 6, 2019; and

1.6 WHEREAS the Charter School's initial authorization application was approved at a regular meeting of the Board on November 12, 2019, and effective when properly executed by both parties, in accordance with the requirements of the Charter Schools Act; and

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

2. DEFINITIONS

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

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

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

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Page



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

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

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

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

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

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

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

3. GENERAL PROVISIONS

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

3.2 **Term of the contract.** This contract shall commence on November 12, 2019, and automatically terminate on June 30, 2025. The contract may be renewed upon application of the Charter School in accordance with the Charter School Act and Statewide Virtual Charter School Board rules and regulations. The Charter School agrees to comply with the expectations of the School Authorization and Oversight Process Manual Appendix A during the Charter School's pre-opening year, 2019-2020.



3.3 Operation. Upon execution of the contract, the Charter School will take all mandatory, appropriate and necessary steps in order to begin operations on July 1, 2020.

4. CHARTER SCHOOL PROGRAM OF INSTRUCTION

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

4.1.1 Grade levels. Pursuant to 70 O.S. § 3-136(A)(3), the Charter School will provide a comprehensive program of instruction for grades 6th through 12th.

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

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

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

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

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

5. CHARTER SCHOOL OPERATIONS

5.1 Transportation. The Charter School acknowledges that as a statewide virtual charter school, daily transportation of students to and from a school site is not required. However, the Charter School may provide transportation to students as necessary for limited circumstances (e.g., transportation of students to secure testing sites), provided that the Charter



School shall not be eligible to receive transportation supplement funds set forth in the state aid formula set forth in 70 O.S. § 18-200.1, unless funding is available and otherwise permitted by state law and disbursement is approved by the Sponsor.

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

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

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

6. CHARTER SCHOOL MANAGEMENT AND ADMINISTRATION

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

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

7. FUNDING, MANAGEMENT, AND REPORTING

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

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

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

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

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

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

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

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

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

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

7.8.1 Oversight fee. The Sponsor shall cease collection of the fee described in 7.8, beginning the month after the Sponsor's operating account, funded by the fee, accumulates to a sum greater than 120% of the current Fiscal Year Budget. Collection of the fees by the Sponsor shall resume the month after the Sponsor's



operating account balance is below the 120% threshold for the remaining Fiscal Year budget, or an action by the board to resume collection has been passed in open public meeting.

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

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

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

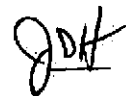
7.12 Prohibition of funding home-schooled students or private school students. Pursuant to 70 O.S. § 3-136(A)(9), under no circumstances shall the Charter School and/or its program of instruction offered in accordance with this contract be used to provide or otherwise supplement instruction of home-schooled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

7.12.1 Part time enrollment. The Charter School shall implement and enforce policies and procedures prohibiting enrollment of students on a part time basis unless otherwise expressly required by state law for the sole purpose of providing remediation pursuant to the provisions of Achieving Classroom Excellence Act in 70 O.S. § 1210.524 and/or the Reading Sufficiency Act in 70 O.S. § 1210.508A *et seq.*

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

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

"I hereby certify under penalty of perjury under the laws of the State of Oklahoma and



the United States of America that the foregoing is true and correct to the best of my knowledge as this day of [month], [year].”

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

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

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

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

8. COMPLIANCE WITH THE OKLAHOMA CHARTER SCHOOLS ACT

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

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

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

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



Student data shall be provided at the request of the Sponsor.

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

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

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

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

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

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

8.6 Students with disabilities. Pursuant to 70 O.S. § 3-136(A)(7), the Charter School shall comply with all federal and state laws relating to the education of children with disabilities in the same manner as an Oklahoma public school district, including but not limited to the Individuals with Disabilities Education Act (IDEA) in 20 U.S.C. § 1400 *et seq.*, Section 504 of the Rehabilitation Act of 1973 in 29 U.S.C. § 794, Title II of the Americans with Disabilities Act, and Policies and Procedures of the Oklahoma State Department of Education for Special Education in Oklahoma.

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



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

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

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

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

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

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

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

8.9 Admission, attendance, and enrollment. Pursuant to 70 O.S. § 3-135(A)(2), the Charter School shall ensure that no student shall be denied admission to the Charter School on the basis of race, color, national origin, sex, sexual orientation, gender identity, gender expression, disability, age, proficiency in the English language, religious preference or lack thereof, income, aptitude or academic ability.

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

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

8.9.3 Verification of residency. The Charter School agrees that enrollment in the Charter School shall be open to any student who is considered a resident of the State of Oklahoma and who is eligible by age or grade to enroll in the Charter School's program of instruction. The Charter School shall not enroll any student who is not a legal resident of the State of Oklahoma, and shall ensure that verification of residency, enrollment of students, and admission of students is conducted in accordance with the policies and procedures of the Charter School. Such policies and procedures shall include a requirement that the parent/legal guardian of a prospective student sign, in either electronic or handwritten fashion, a form verifying the student's legal address and the accuracy of the information provided in the enrollment application. The form shall also include an acknowledgement that the student is being enrolled in a public school.

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

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

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

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

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

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cancellation of school programs or activities, the instruction shall be conducted in accordance with the Charter School's emergency policies and procedures.

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

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

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

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

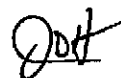
8.12.3 Disclosures. Upon contracting with any teacher or other personnel, the governing body of the Charter School shall, in writing, disclose employment rights of the employees in the event the Charter School closes or is not renewed.

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

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

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

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



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

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

9. ASSUMPTION OF LIABILITY

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

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

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

10. MODIFICATION, RENEWAL, AND TERMINATION

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

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or mediation as set forth under the Oklahoma Charter School Act.

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

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

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

11. MISCELLANEOUS

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

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

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

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

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

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



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

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

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

Notice to the Charter School: Oklahoma Information and Technology School
4230 N. Santa Fe Ave.
Oklahoma City, OK 73118

Notice to the Sponsor: Statewide Virtual Charter School Board
2500 North Lincoln, Suite 4-37
Oklahoma City, OK 73105

11.9 Incorporation. The Charter School's Application for Sponsorship and accompanying documents (Attachments 1 - 4) approved by the Board on November 12, 2019, are hereby incorporated by reference. In the event of a conflict between the terms of this contract and the approved terms in the Charter School's Application/Reapplication for Sponsorship, the terms of this contract shall supersede.

12. WARRANTIES AND COVENANTS

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

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

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




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

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

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

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

Sponsor



John Harrington
Chairperson
Statewide Virtual Charter School Board

School

Mary Pointer
President
OITS Governing Board

November 12, 2019
Date

Date





9212 N. KELLEY AVE.,
STE. 100
OKLAHOMA CITY, OK 73131

NONPROFIT ORG.
US POSTAGE
PAID
OKLA CITY, OK
PERMIT NO 607



73 25098



KINGFISHER OK 73750-5010

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EXHIBIT
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OKLAHOMA INFORMATION AND TECHNOLOGY SCHOOL (OITS)

"Access to Success"

Powered by DOVE SCHOOLS



2020-2021 ACADEMIC YEAR APPLICATION FORM

FOR OFFICE USE ONLY Date : _____

DEAR PARENTS AND APPLICANT:

Thank you for your interest in the OKLAHOMA INFORMATION & TECHNOLOGY SCHOOL. Please fill out this application form completely. Falsifications, misrepresentations, or omissions may disqualify your application. Information you supply will not be given to any other person/company for any purpose. Applications received unsigned, incomplete, or after the closing date may not be considered for acceptance. All documents submitted will become property of Oklahoma Information & Technology School. Please either **type** or **print** clearly using black ink.

Student's Legal Name: _____ **Gender:** Male Female
(Last) (First) (Middle)

Student's date of birth: (MM/DD/YYYY) ____/____/____ **Student's Home Phone:** (____) _____
Area Code

Student's Home Address: (Street & House/Apt No.) _____

(City) _____ (State) _____ (Zip Code) _____

Student's Current Grade: _____ **Grade Applied for:** 6th Grade 7th Grade
(OITS will begin with grades 6-7 and add a grade level to reach full capacity in five years (6th – 12th).)

APPLICANT'S FAMILY INFORMATION

Applicant lives with: Mother Father Both Other: _____

MALE Parent / Custodial Parent / Guardian	FEMALE Parent / Custodial Parent / Guardian
Full name: _____	Full name: _____
Relationship to applicant: _____	Relationship to applicant: _____
Cell Phone: (____) _____	Cell Phone: (____) _____
Email Address: _____	Email Address: _____
Employer: _____	Employer: _____
Work Phone: (____) _____	Work Phone: (____) _____

Current School: _____ **School District:** _____

Does the student have a sibling attending Dove Schools? Yes No

If Yes, the name of the sibling(s) : _____

Current Grade of the sibling(s): _____

Is the applicant currently under expulsion from any school or school district? Yes No

How did you learn about OITS? _____

Briefly state why you wish to have your child/children enrolled at OITS:

We/I, the undersigned, hereby certify that, to the best of our/my knowledge and belief, the answers to the foregoing questions and statements made by us/me in this application are complete and accurate. We/I understand that any false information, omissions, or misrepresentations of facts may result in rejection of this application or future dismissal of the applicant.

Signature of Parent or Guardian

Date

Please return the completed application to info@oitsok.org or OITS's office
(9212 N. Kelley Ave, Suite: 100 Oklahoma City, OK 73131)

TUITION FREE!

ONLINE PUBLIC CHARTER SCHOOLS



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



SCIENCE ADVANCE
9212 N. Madley Ave., Ste. 100
Oklahoma City, OK 73121

OKLAHOMA CITY OK 73102-3702



OKLAHOMA CITY OK 73102-3702

EXHIBIT
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JOY HOFMEISTER

STATE SUPERINTENDENT *of* PUBLIC INSTRUCTION
OKLAHOMA STATE DEPARTMENT *of* EDUCATION

VIA E-MAIL W/ HAND DELIVERY TO FOLLOW

Dr. Ibrahim Sel
Superintendent, Dove Public Charter Schools
9212 North Kelley Avenue, Suite 100
Oklahoma City, Oklahoma 73131
isel@doveschools.org

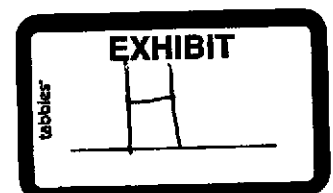
I am sending you this correspondence on behalf of the Oklahoma State Department of Education (the "OSDE"). If you are represented by legal counsel, please forward this letter to your attorney and have your attorney notify my office of said representation.

The OSDE has been made aware that Dove Public Charter Schools, through you or a representative thereof (collectively the "School"), has wrongfully accessed records and information of students in the State of Oklahoma. Further, it is believed that the School has used and shared information obtained for potentially profitable purposes and illegal gain.

Specifically, the School utilized the OSDE Wave portal (the State student records and information system) to infiltrate records and information of Oklahoma students, including those who are not - and have not previously been - enrolled in the School and for whom the School has no "legitimate education interest."¹ The wrongful conduct then continued when the School exfiltrated the aforementioned records to third parties. As evidenced by the attached student recruitment mailer, it is clear that the wrongfully obtained information was distributed to a third-party direct mail company for said third party to send the mailer to Oklahoma schoolchildren, via the United States Postal Service.

The purpose and intention of the mailer are unquestionably to entice recipients to enroll in the Oklahoma Information & Technology School ("OITS"). See Student Recruitment Mailer, attached as Exhibit "A." As you are aware, OITS was recently approved by the Oklahoma Statewide Virtual Charter School Board ("SVCSB") to operate in the future as a statewide virtual charter school. With separate applications, charters and contracts for the operation of public schools, common sense and applicable laws command

¹ The Family Educational Rights and Privacy Act ("FERPA"), accompanying regulations and interpretations thereof generally define a school official as having a "legitimate educational interest" if that person *needs* to review a record of a "student" in order to fulfill professional responsibilities. The term "student" is defined by FERPA as "any individual who *is or has been in attendance* at an educational agency or institution and regarding whom the agency or institution maintains education records. See 20 U.S.C. § 1232g(a)(6); see also 34 CFR § 99.3 (Emphasis added).



that the School and OITS are wholly separate and distinct entities.² As such, for these additional reasons, the dissemination of the wrongfully obtained information to OITS was unlawful.

Such actions and conduct may be in violation of multiple state and federal laws, regulations and policies, including the Oklahoma Computer Crimes Act, FERPA, as well as the Single Sign-On Superintendent Security Form (the "Security Form") that you signed and agreed to with the State of Oklahoma. *See* Security Form, attached as Exhibit "B." Specifically, in the Security Form you expressed, acknowledged, agreed and understood that the data maintained by the OSDE is sensitive and confidential, protected by the aforementioned laws and accompanying regulations. Furthermore, you agreed that you, as superintendent of the School would not:

"release data unless authorized to do so according to applicable laws, rules, and regulations, nor shall I access or use the information contained therein except for legitimate educational interests. I acknowledge that I fully understand that the release by me of this information to any unauthorized person could subject me to criminal and civil penalties imposed by law."

The OSDE has taken prompt action to disable the School's access to the Wave student information system.³ Additionally, based on the foregoing, the School, its affiliates, representatives, employees and contractors are hereby put on notice to cease and desist all use, access, publication, dissemination or otherwise promotion, direct or indirect, of this information. Your use and access have been unauthorized and are in violation of state and federal laws.

You have until close of business on **Tuesday, February 18, 2020**, to inform me that you agree to abide by this cease and desist. Should you fail to adhere to this cease and desist, including but not limited to any further activity related to the matters set forth herein, you are hereby notified that such action and conduct may result in immediate legal action by the State of Oklahoma.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Brad Clark
General Counsel

² In fact, OITS neither has access to the Wave nor has an approved county-district-site code to operate as a public school in the state of Oklahoma, further evidence that the School could only use its access to infiltrate to the student information system, and exfiltrate it to another third party.

³ As set forth above, OITS has never had access to the Wave such that there was no termination of any access for that entity.

Cc: Joy Hofmeister, State Superintendent of Public Instruction (via e-mail)
Members, State Board of Education (via e-mail)
Steven Harpe, Director, Oklahoma Management & Enterprise Services (via e-mail)
Becky Wilkinson, Executive Director, SVCSB (via e-mail)
Mary Blankenship Pointer, Chair, Dove Public Charter Schools (via e-mail)
Ricky Adams, Oklahoma State Bureau of Investigation (via e-mail)

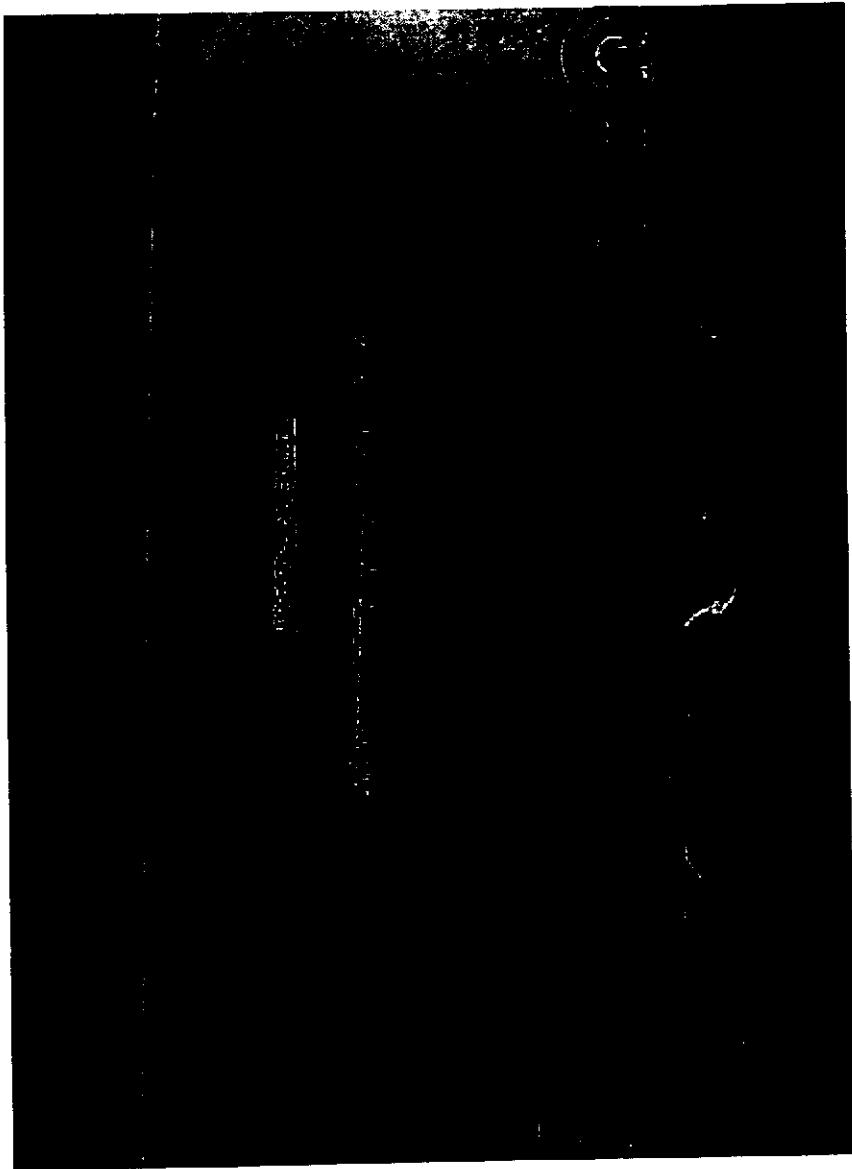


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**TUITION - FREE
ONLINE
PUBLIC SCHOOL**

ACCESS TO
SUCCESS

OITS



FOR OFFICE

DEAR PARENT

Thank you for
participating
in our online
program. We
hope you
enjoy the
experience.

Student's

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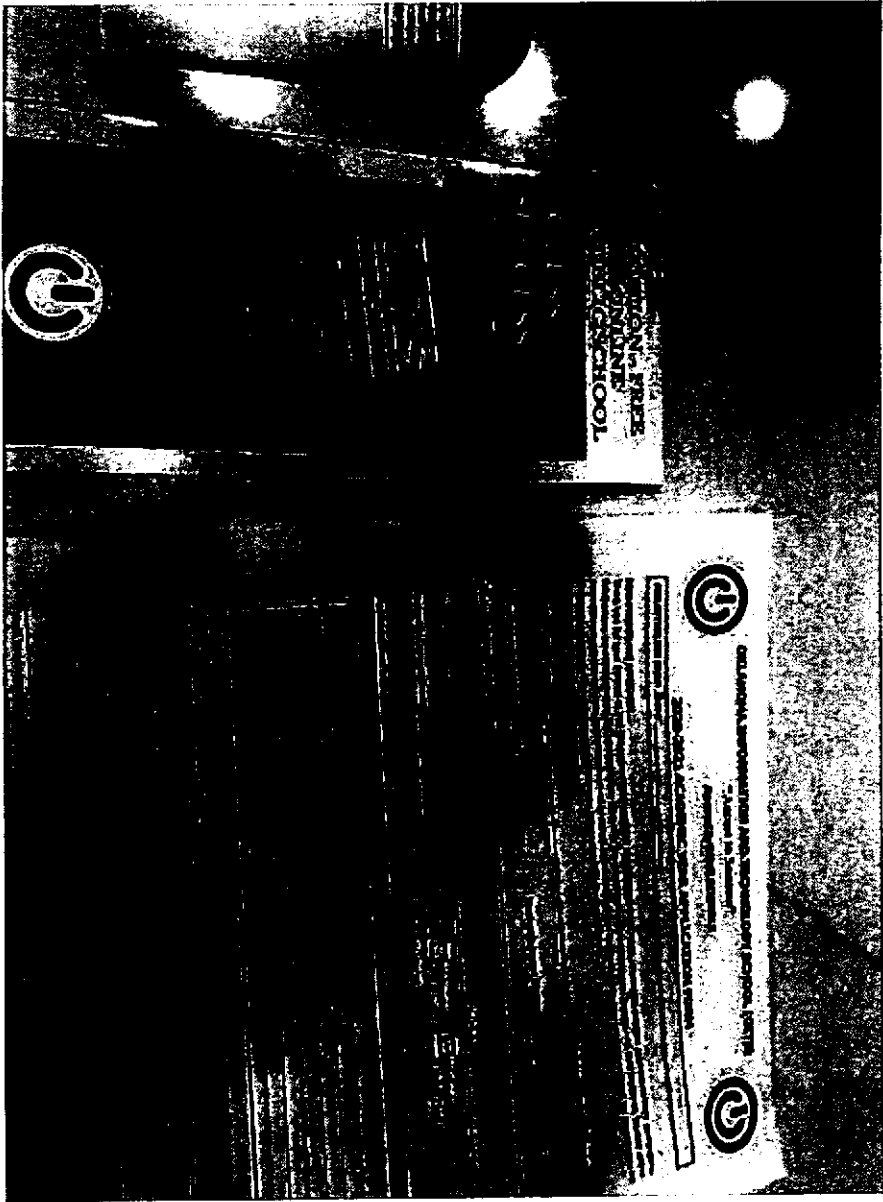
Student's

Student's

Student's

Student's

Student's



Single Sign On - Superintendent Security Form

This form must be completed by the Superintendent to be granted access to the State Department of Education Single Sign On as superintendent for the purpose of accessing the state applications and to be granted privileges to create, edit, and manage the accounts of other users at your school district.

IMPORTANT: This request must be accompanied by a copy of the district board minutes showing the date of action and the contract effective date.

Please email the completed form and board minutes to ServiceDesk@omes.ok.gov.

(PLEASE COMPLETE ALL FIELDS LEGIBLY)

COUNTY NUMBER:	DISTRICT NUMBER:	DISTRICT NAME:
<input type="text" value="55"/>	<input type="text" value="E024"/>	<input type="text" value="DOVE SCIENCE ACADEMY - OKG"/>
DISTRICT TELEPHONE NUMBER:	PREVIOUS SUPERINTENDENT:	
<input type="text" value="405-605-0201"/>	<input type="text" value="UMIT ALPASLAN"/>	
FIRST NAME:	LAST NAME:	SUPERINTENDENT CONTRACT EFFECTIVE DATE
<input type="text" value="IBRAHIM"/>	<input type="text" value="SEL"/>	<input type="text" value="07/01/2018"/>
SUPERINTENDENTS E-MAIL ADDRESS:	CURRENT SINGLE SIGN ON USERNAME (if applicable):	
<input type="text" value="isel@doveschools.org"/>	<input type="text" value="dovescience"/>	

I understand that the data maintained by the Oklahoma State Department of Education (OSDE) system is sensitive and confidential. Access to data and the release of data is governed by the Federal Family Educational rights and Privacy Act, Oklahoma Title 51 O.S. 2001 24A.16, Oklahoma Title 70 O.S. 3-160 and 18-200.1 (E), Oklahoma Title 70 O.S. 2001 6115, and Oklahoma Title 74 O.S. 31 11(C&D) as amended. I agree that I shall not release data unless authorized to do so according to applicable laws, rules, and regulations, nor shall I access or use the information contained therein except for legitimate educational interests. I further agree that I will not allow anyone to login under my login and password and I will logout of the system when I am not at my desk.

I acknowledge that I fully understand that the release by me of this information to any unauthorized person could subject me to criminal and civil penalties imposed by law.

SUPERINTENDENTS SIGNATURE: (This must be an original signature and included or account cannot be setup.)

DATE:

<input type="text" value="[Signature]"/>	<input type="text" value="8/28/2018"/>
--	--

OFFICE USE ONLY

Date Received:	Date Acct Updated:	Updated By:
<input type="text"/>	<input type="text"/>	<input type="text"/>



Single Sign On - Superintendent Security Form

This form must be completed by the Superintendent to be granted access to the State Department of Education Single Sign On as superintendent for the purpose of accessing the state applications and to be granted privileges to create, edit, and manage the accounts of other users at your school district.

IMPORTANT: This request must be accompanied by a copy of the district board minutes showing the date of action and the contract effective date.

Please email the completed form and board minutes to ServiceDesk@omes.ok.gov.

(PLEASE COMPLETE ALL FIELDS LEGIBLY)

COUNTY NUMBER:

72

DISTRICT NUMBER:

G003

DISTRICT NAME:

DOVE SCHOOLS OF TULSA

DISTRICT TELEPHONE
NUMBER:

405-605-0201

PREVIOUS SUPERINTENDENT:

UMIT ALPASLAN

FIRST NAME:

IBRAHIM

LAST NAME:

SEL

SUPERINTENDENT CONTRACT
EFFECTIVE DATE

07/01/2018

SUPERINTENDENTS E-MAIL ADDRESS:

isel@doveschools.org

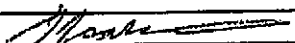
CURRENT SINGLE SIGN ON USERNAME
(If applicable):

dovescience

I understand that the data maintained by the Oklahoma State Department of Education (OSDE) system is sensitive and confidential. Access to data and the release of data is governed by the Federal Family Educational rights and Privacy Act, Oklahoma Title 51 O.S. 2001 24A.16, Oklahoma Title 70 O.S. 3-160 and 18-200.1 (E), Oklahoma Title 70 O.S. 2001 6115, and Oklahoma Title 74 O.S. 31 11(C&D) as amended. I agree that I shall not release data unless authorized to do so according to applicable laws, rules, and regulations, nor shall I access or use the information contained therein except for legitimate educational interests. I further agree that I will not allow anyone to login under my login and password and I will logout of the system when I am not at my desk.

I acknowledge that I fully understand that the release by me of this information to any unauthorized person could subject me to criminal and civil penalties imposed by law.

SUPERINTENDENTS SIGNATURE: (This must be an original signature and included or account cannot be setup.)



DATE:

8/28/2018

OFFICE USE ONLY

Date Received:

Date Acct Updated:

Updated By: