



# Harding Charter Preparatory School District

## Special Session of Governance Board

Published on March 25, 2026 at 12:52 PM CDT

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### Date and Time

Friday March 27, 2026 at 4:45 PM CDT

### Location

HCP District Office  
12600 N. Kelley Avenue  
Oklahoma City, OK, 73131

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### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>4:45 PM</b>
<b>A.</b> Call the Meeting to Order			
<b>B.</b> Record Attendance			1 m
<b>II. Action Items</b>			<b>4:46 PM</b>
<b>A.</b> Discussion and action regarding amended contract renewal with Oklahoma City Public Schools for 2027 - 2031.	Vote		5 m
<b>III. New Business</b>			

Purpose                      Presenter                      Time

**IV. Closing Items**

**A.** Adjourn Meeting                      Vote

## Coversheet

### Discussion and action regarding amended contract renewal with Oklahoma City Public Schools for 2027 - 2031.

**Section:** II. Action Items  
**Item:** A. Discussion and action regarding amended contract renewal with  
Oklahoma City Public Schools for 2027 - 2031.  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
DRAFT (Amended) 2025 Harding Charter Preparatory Charter Contract .docx (1).pdf

## CONTRACT FOR CHARTER SCHOOL

AGREEMENT between Independent School District No. 89 of Oklahoma County, Oklahoma, also known as Oklahoma City Public Schools, in its capacity as sponsoring school district pursuant to the Oklahoma Charter Schools Act, 70 O.S. §§3-130, et seq., and Harding Charter Preparatory School District, Inc for the operation of Harding Charter Preparatory Schools to serve grades Pre-K thru Twelve at the following sites as aligned by grade bands set by OKCPS:

Harding Charter Preparatory Elementary School at Kelley: 12600 N Kelley Ave, Oklahoma City, OK 73131

Harding Charter Preparatory Elementary School: at a site to be determined within the geographic boundaries of Oklahoma City Public Schools, subject to prior written approval by the District of the final address and facility, which shall comply with all applicable zoning, safety, and educational adequacy requirements.

Harding Charter Preparatory Middle School at Independence: 3232 NW 65th St, Oklahoma City, OK 73116

Harding Charter Preparatory High School: 1301 NE 101st St, Oklahoma City, OK 73131

### ARTICLE I: DEFINITIONS/INTERPRETATION

1.1 Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever initially capitalized, shall have the meaning set forth in this Section:

- a. “Act” means the Oklahoma Charter Schools Act as may be amended from time to time, 70 O.S. §§3-130, et seq.;
- b. “Applicable Law” means all state and federal laws, rules and regulations promulgated pursuant thereto, and prevailing case law interpreting them that the charter school is required to follow;
- c. “Application” means the charter school application and supporting documentation submitted by Developer and approved by the District's Board of Education (Attached as Appendix A);
- d. “Board” means the Board of Education of the District;
- e. “Charter” means the Charter contract adopted by the Charter School as required by §3-136 of the Act;
- f. “Charter School” means the schools created by this contract and operated by Developer, known as Harding Charter Preparatory Charter Schools;
- g. “Chief Administrative Officer” means the superintendent, principal, or highest level

administrator of the Charter School;

- h. “Contract” means this contract between District, as sponsor of the Charter School, and Developer for the operation of Charter School;
- i. “Developer” means Harding Charter Preparatory Charter Schools, Inc. an Oklahoma not-for-profit corporation;
- j. “District” means Independent School District No. 89 of Oklahoma County, Oklahoma, also known as Oklahoma City Public Schools;
- k. “District Charter Policy” means the District Board of Education policy on Charter Schools, found at I-22;
- l. “District Charter School Administrator” means the primary designee on behalf of the District who receives all notices and is the first point of contact for all concerns, business, and matters between the Charter School and its Governing Board and the District.
- m. “Governing Board” means the governing body for Harding Charter Preparatory Charter Schools, Inc which shall be responsible for the policies and operational decisions of the charter school;
- n. “Initial Charter Date” means the date upon which the Charter School commences operation pursuant to this Contract; and
- o. “School” means the Oklahoma not-for-profit corporation named Harding Charter Preparatory Charter Schools (the owner and operator of “CHARTER SCHOOL”) or the “CHARTER SCHOOL” depending upon the sense and context in which the term is used.

1.2 Captions. The captions and headings in this Contract are included for convenience only and are not to be considered in any construction or interpretation of this Contract or any of its provisions.

1.3 Incorporation. This Contract includes the Attachments hereto; any and all amendments executed by the District and the School; any and all modifications to the Application approved by the District and the School; incorporates by reference the Application and accompanying documents; and hereby incorporates by reference the Oklahoma Charter Schools Act and applicable Department of Education rules and regulations. In the event of an inconsistency or dispute between the Application and the terms and conditions of this Contract, the language or provisions of this contract shall control. District’s Charter Policy and its regulations shall apply to all charter schools which are sponsored by District. District may amend and revise its policy and its regulations, and all charter schools sponsored by District shall be subject to any such amendments and revisions following notification.

## **ARTICLE II: TERM OF CONTRACT**

2.1 Term. The term of this Contract shall commence on July 1, 2026, and shall terminate on June 30, 2031 unless terminated as provided herein. Renewals shall be governed under Article VI.

### ARTICLE III: GOVERNANCE

3.1 Mission. The mission of the School is set forth in Appendix B.

3.2 Governance. The School, as organized and administered under the direction of the School's Governing Board, shall govern the Charter 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 School 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 Charter School's budgets. The Governing Board shall also have authority for and be responsible for policy and operational decisions of the Charter School. Nothing herein shall prevent the School from delegating said authority and responsibility herein to officers, employees and agents of Charter School, including the school's governing board. The School shall govern the Charter School pursuant to the following terms and conditions:

a. Bylaws. The bylaws of the Charter School shall provide for the governance of the operation of the Charter School as a public charter school and shall at all times be consistent with this Contract and Applicable Law. 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 Developer 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 Charter School's Governing Board shall at all times be determined by and consistent with its articles and bylaws and all applicable law and Board policy. At a minimum, state law requires all members to reside within the State of Oklahoma. Board policy requires that the Governing Board have at least five (5) members and that at least five (5) must reside within the District's boundaries.

Members of the Governing Board are subject to the same instruction and continuing education requirements as school board members, including completion of twelve (12) hours of continuing education within fifteen (15) months of being seated on the governing board.

A list of Governing Board members and contact information is attached to this Contract as Appendix E. The Governing Board shall notify the District of any changes to Appendix E within five (5) business days of their taking effect and provide the District with the

amended list. Governing Board shall not have authority to add sites, facilities, programs, or grades beyond those set forth in the Application or the Charter School Contract unless this Charter Contract is specifically amended accordingly.

d. Conflicts of Interest. State law requires each member of the Governing Board to acknowledge and agree to abide by the same conflict of interest requirements as school board members including but not limited to Sections 5-113 and 5-124 of Title 70. Annually, each governing board member shall provide the District with conflict of interest forms as provided to the Oklahoma State Department of Education (in lieu of a financial disclosure form as described in policy) and criminal background checks.

e. Non-Commingling. Assets, funds, liabilities and financial records of the Charter School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization. In addition, the assets, funds, liabilities and financial records of the Developer and the Charter School will be kept separate from assets, funds, liabilities, and financial records of each other.

f. Taxes and Bonds. The Governing Board may not levy taxes or issue bonds.

g. Lawsuits. A charter school may enter into contracts and sue and be sued. Oklahoma City Public Schools shall not incur any liability for actions taken by the School prior to commencement of their contract, during their contract, and after the School has closed.

3.3 Sponsor Role and Oversight Duties. District, as the sponsor, shall exercise oversight in accordance with the requirements of 70 O.S. §3-136(C) and other applicable provisions of state law. District's responsibilities as sponsor shall include, but not be limited to:

a. Monitoring the academic, financial, and organizational performance of School in accordance with this Contract and the School Performance Framework;

b. Reviewing the School's reports, data submissions, budgets, audits, and performance outcomes as required by law and this Contract;

c. Conducting site visits or inspections upon reasonable notice to verify compliance with legal, contractual, and policy requirements;

d. Providing written notice of any material violations of law, policy, or this Contract, and affording the School an opportunity to cure such violations within a reasonable timeframe; and

e. Issuing annual written evaluations based on the indicators and targets set forth in the Academic, Financial, and Organizational Performance Frameworks, and determining renewal eligibility consistent with the provisions of this Contract and 70 O.S. §3-137.

School shall cooperate fully with District in the exercise of its oversight duties and shall timely

provide any documentation, data, access, or information reasonably requested by District to carry out its responsibilities under the Oklahoma Charter Schools Act and this Contract.

#### **ARTICLE IV: SCHOOL OPERATIONS**

4.1 School Operations. The Charter School and its 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.. This Contract shall prohibit the Charter School from contracting with an educational management organization or charter management organization to provide the day-to-day operations of the charter school unless this relationship is stated expressly in the approved application.

4.2 Public School Status. The Charter 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 Charter School is otherwise exempt.

4.3 Non-Sectarian Status. The Charter School shall be non-sectarian in its programs, admissions policies, employment practices and all other operations. The School shall comply with all state and federal laws applicable to public schools concerning church-state issues and shall not be affiliated with a non-public sectarian school or religious institution.

4.4 Open Meetings and Public Records. The School and its 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 as well as state law requirements to meet no fewer than ten (10) months of the year and within the geographic boundaries of OKCPS. The District designated contact shall be deemed an interested party to receive the meeting notices and agendas at the same time as the Oklahoma County Clerk. Upon approval of board minutes, the same shall be provided to the District. The Charter School shall provide the District with a calendar of Governing Board meetings at the same time it provides such to the Oklahoma County Clerk.

4.5 Non-Discrimination. The School shall not discriminate in its operations against any student, employee or any other person on the basis of race, color, national origin, sex, disability, age, religion, sexual orientation, gender identity or expression, genetic information, alienage, military service, parental, family and marital status, or any other ground that would be unlawful if done by any other public school. The School shall not limit admission based on ethnicity, national origin, gender, income level, disabling condition, proficiency in the English language, measures of achievement, aptitude, athletic ability, or need for special education services in accordance with Applicable Law. It shall take all steps necessary to ensure that discrimination does not occur, as required by federal civil rights law.

4.6 Financial Reporting Requirements. Monthly financial reporting will be provided to the District's designated contact no later than the 20th of the month following the actual reporting date. Monthly reporting will include copies of the statement of current month and year to date actual revenue and expenditures versus the annual budget, monthly bank reconciliations, a detailed encumbrance report, and verification of FDIC and/or collateral coverage for funds held by any banking institution. In addition, copies of the School's annual financial reporting including the Estimate of Needs, all Oklahoma State Department of Education OCAS District reports and the annual financial audit will be provided within ten business days of the applicable certification or board approval of the report. In compliance with 70 O.S. § 3-136 and with 70 O.S. § 5-135, the School shall prepare an annual financial statement of income and expenditures by September 1 each year, including reporting in the OCAS format using the functional categories established by the Oklahoma State Department of Education and in alignment with 70 O.S. § 5-145. This report shall be submitted to the District concurrently with submission to the State Department of Education and shall be posted on the School's website.

4.7 Administrative Records. The School will maintain all administrative records and student academic records required by law. The School agrees to make all records promptly available to the District upon request within ten (10) business days. Administrative records include, but are not limited to personnel files, contracts and financial documents. Student academic records include, but are not limited to, admissions/enrollment records, student directory information, attendance, test scores and transcripts. The District will notify the School of any such requests via e-mail to the contact information on file for the School. If an extension of time is necessary, the School will advise the District of the requested extension prior to the original deadline via communication with the district's designee.

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.

4.8 Program Audits. The Charter School shall be subject to special education compliance review. The Charter School shall be subject to review of the percentages of and reasons for student dismissal from the Charter School. The Charter School shall keep records reflecting the dismissal of any student and the reason(s) for said dismissal.

4.9 Financial Audits. The Charter 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. §22-101, et seq.

The Charter School shall provide to the District's Superintendent or designee a copy of the Charter School's external audit along with the board minutes documenting the governing board's action to accept the audit no later than the date such audit is due to the Oklahoma State Department of Education.

By this same deadline, if School's audit includes any deficiencies or findings, School shall provide to the District a detailed Corrective Action Plan addressing each audit deficiency notated. In the event any issue for which School received a deficiency is cited in the following year's audit, District reserves the right to place School on probation, non-renew or terminate School's charter contract.

In the event School receives a Disclaimer of Opinion Audit, School shall be required to conduct its following year audit and provide to the District no later than October 31st. If any of the issues identified in the Disclaimer of Opinion Audit remain issues of concern in the following audit, District shall begin closure proceedings (Appendix F).

School shall provide District with access to facilities in accordance with their lease, if applicable, and records to review, monitor, verify and audit its operations as provided by this Contract. In this regard, School shall allow appropriate District administration, including but not limited to, District Superintendent and District Charter School Administrator, access to facilities upon 48 hour notice at reasonable times.

4.10 Assumption of Liability. District and School acknowledge and agree that neither party has agreed to assume any liability of the other party as a result of this agreement 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. This Contract does not create any legal relationship between District and School, including but not limited to partnership and joint venture, other than that established by the Act. District and School acknowledge and agree that management decisions made by School are separate from District, and School is solely responsible for the liability resulting from those decisions. Management decisions as referred to in this section include but are not limited to decisions regarding personnel, admissions, facilities, program and curriculum, budget and finance, as well as decisions considered in the normal course of business to be management decisions.

4.11 Funding of School. Funding of School shall be in accordance with Applicable Law and the terms of this Contract. Funding by District shall be provided in the following manner:

- a. Administrative Fee. School shall provide to District the applicable administrative fee which is calculated by multiplying 1% for the initial 5 year term of the charter contract and 1% for subsequent charter contracts times the state aid for the Charter School. By July 31 of each year, the School shall provide to the District the encumbrance for the estimated administrative fee due the District based on the initial state funding allocation. Administrative fees will be billed with the transmittal of the state aid and payment shall be received by the District by the 20th of each month.

b. District Invoices. District shall invoice School on a monthly basis for all payments due to District, including lease payments. In the event School accumulates a balance on such payments, the lease terms will dictate any penalty or late fees to be charged.

4.12 Insurance. By July 15 each year, School shall provide the District with certificates of insurance and proof of worker's compensation coverage. Certificates of insurance must show 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 current fiscal year covered by this Contract. School shall maintain sufficient property and casualty insurance to cover the value of all property in the possession of the School. School shall provide the District with certificates of insurance evidencing such coverage. A charter school shall be considered a school district for the purposes of tort liability under the Governmental Tort Claims Act.

4.13 Risk Management. The Charter School will keep and maintain records of all pending or threatened claims or charges. The Charter 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 Charter School.

4.14 Supplemental Services. To the extent that such services are available as determined by District, School may contract with District to provide services, including, but not limited to student nutrition services or transportation services 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 School for such services.

4.15 Facilities, Furniture and Equipment. District is under no obligation to provide facilities, furniture or equipment to School. During the term(s) of this Contract, School shall develop and maintain the following asset reporting:

- a. A detailed inventory of property, assets, furniture, fixtures, and equipment, as defined by OCAS, acquired by purchase or donation by the charter school that equals the reported ending inventory in the Asset Roll forward Summary Schedule and includes the acquisition date, acquisition cost, funding source and detailed description including VIN, serial numbers or other unique identifying information,
- b. An Asset Roll Forward Summary Schedule by asset classification reflecting the prior year ending inventory, current year additions and retirements and the current year ending inventory,
- c. A statement of any known asset impairment indicating any impairment or none as of the fiscal year end, and
- d. An annual report providing such accounting to the District by August 31 for the previous fiscal year.

4.16 Health and Related Insurance Programs. School shall provide health and all related insurance programs available through the Employee Group Insurance division of the Office of

Management and Enterprise Services (OMES) of Oklahoma.

4.17 Retirement. Pursuant to 70 O.S. §3-136, employees of a charter school may participate as members of the Teachers' Retirement System of Oklahoma in accordance with applicable statutes and rules if otherwise allowed pursuant to law. If the School does not participate in Teachers' Retirement System of Oklahoma, another retirement plan may be implemented.

4.18 Personnel Services. As provided by law, the employees of the School are not employees of the District. District does not assume any responsibility for hiring decisions or providing human resources, payroll or personnel services for School's employees.

4.19 Connectivity, Use of District Student Database Components, Provision of Statistical Information. School must implement its own Student Information System for demographic and enrollment information, student scheduling, attendance, development and production of transcripts, special education information, and student discipline. Additional required uses may be added depending on future or additional federal or state reporting and Oklahoma 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(B).

School shall be familiar with the Statistical Profile published by District each year, and shall provide to District, in a timely manner, or when requested by District, all School statistics necessary to complete the profile of the school in the same form as all other schools in District.

4.20 Personnel Policies and Employment Contracts. School shall adopt and maintain written personnel policies that are consistent with the Oklahoma Charter Schools Act and applicable state and federal law. These policies shall govern the employment and working conditions of all employees and shall include provisions addressing, benefits, and work conditions.

4.21 Sponsor Notification of Adverse Events. School shall notify District in writing within ten (10) business days of becoming aware of any of the following:

- a. Any significant adverse action involving the School;
- b. Any material finding of noncompliance by a governmental or oversight agency;
- c. Any pending legal actions, claims, or proceedings in the State of Oklahoma involving School or any educational management organization with which School has a contract.

Such notification shall include a brief description of the event or issue, relevant documentation (if applicable), and contact information for the responsible school representative. School shall provide timely updates as additional information becomes available.

## **ARTICLE V: EDUCATIONAL PROGRAM**

5.1 Calendar. A charter school shall implement a calendar and daily schedule for instruction that is in compliance with state law. The Charter School will provide to the District all employee and student calendars by May 30 of the preceding school year.

5.2 Content Standards. The School's educational program shall meet current Oklahoma Academic Standards, as set by state statutes or the Oklahoma State Department of Education.

5.3 Curriculum. The School shall implement curricula that are in compliance with 70 O.S. §3-136(A)(3) of the Act. 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.

5.4 Graduation Requirements. The School's curriculum shall comply with 70 O.S. §3-136(A)(3) of the Act and shall meet all applicable graduation requirements as established by the Oklahoma State Department of Education.

5.5 Staff Qualifications. Each teacher shall possess all applicable qualifications as defined by Applicable Law.

5.6 Staff Training. The School shall provide or cause to occur any training required by Applicable Law.

5.7 Student Assessment. The School shall participate in testing of students 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 Oklahoma 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.

5.8 English Language Learners. The School shall at all times comply with all state and federal law applicable to the education of English language learners and the engagement of their families, except where exempted. 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.

5.9 Students with Disabilities. The School shall be responsible for providing to qualifying students such special education services as are mandated by law and regulation. School agrees to provide a free, appropriate public education to all students, including students with disabilities, in the same manner as a traditional public school district. The School recognizes that providing a free, appropriate public education to a child with a disability may cause the School to incur significant financial obligations. The School shall be responsible for all special education costs associated with instructional-related and health services provided to special education students enrolled in School, including all costs of litigation and/or due process hearings.

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”).

It is the intent of the District to support the work of the Charter School to ensure students are being served appropriately. At the School’s request, and to the extent they are available, District personnel may work with School personnel to determine placement, educational plans and other related topics with respect to students with disabilities.

5.10 Homeschool Students. In accordance with 70 O.S. §3-136 (A)(9), the Charter School shall not be used as a method of generating revenue for students who are being homeschooled. Students in a virtual program are subject to the rules and regulations of virtual school students. For purposes of this section, homeschooling excludes students who may be homebound, provided with adequate documentation of their homebound plan. Students who are on a learning plan where they may work at home on curriculum provided by the School are not considered home schooled for purposes of this section

5.11 Student Discipline. The School shall promulgate disciplinary rules and regulations for its students. Such rules and regulations shall comply with Applicable Law and shall afford all due process rights to which students are entitled, including without limitation, Section 24-101.3 of the Oklahoma School Code.

5.12 Program Description. The School shall provide a comprehensive program of instruction to all children otherwise eligible to enroll in the School. The School shall implement the program that addresses curriculum set forth in the Application as amended by the following:

School is not authorized to provide any program, including but not limited to any educational offering at a new location, regardless of whether it is an extension or duplication of current offerings, not described in the Application or subsequently submitted and approved as an amendment by the District to be included as a component of this Contract.

5.13 Admission Policy and Procedures. The School shall comply with 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 School utilizes a lottery, it shall provide to the District thirty (30) days' advance notice of the date of the lottery. The District shall be entitled to have a representative present at the School's lottery. Such representative will be present for monitoring purposes only. School shall be considered a public school for all purposes and shall be equally free and open to all students who meet applicable eligibility criteria under state law, consistent with School's approved admissions policy. The School shall not charge tuition or mandatory fees as a condition of enrollment or attendance. Any optional or ancillary fees shall be consistent with those permitted by law for traditional public schools and shall not inhibit access to the educational program.

5.14 Right to Remain. Students who enroll in the Charter School shall have the right to remain enrolled in the School through the end of the school year, absent expulsion, graduation, or court-ordered placement. Students who fail to attend the Charter School as required by state law may be removed from the Charter School's rolls only after the requisite unexcused absences have been documented and all truancy procedures have been followed, consistent with state law.

#### **ARTICLE VI: SCHOOL PERFORMANCE STANDARDS, AUDITS & EVALUATION**

6.1 School Performance Framework. The School Performance Framework, along with the requirements of 70 O.S. §§3-136 and 3-137, comprise the basis upon which the District will make charter contract renewal decisions. The District will provide the initial Uniform School Performance Framework for implementation. Upon mutual agreement, the District and District-sponsored charter schools may collectively seek to amend the Uniform School Performance Framework. The District shall comply with Applicable Law on charter renewals. The School shall grant permission for District to access all records which the School provides to the State Department of Education as it relates to the School Performance Framework indicators. Such data shall be submitted to the District in the identical format in which it is submitted to the State Department of Education.

a. The Academic, Financial, Organizational Frameworks together constitute the Performance Framework. The School shall annually *Meet* or *Exceed Expectations* on the School Performance Framework.

b. The designee of the District shall monitor and report to the Oklahoma City Public Schools Board of Education on the Charter School's progress in relation to the indicators, measures, metrics and targets set out in the Performance Framework. Reporting shall take place annually by October 1 for the immediately preceding school year.

c. The Charter School's performance in relation to the indicators, measures, metrics and targets set forth in the Academic, Financial, Organizational Performance Frameworks will

be a part of the basis upon which the District will decide whether to renew the School's Charter contract no later than October 1st prior to the end of the term of this Contract.

d. 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 the Charter 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.

6.2 Annual Performance Evaluation. District shall conduct an annual evaluation of the School's performance in accordance with the Performance Framework set forth in this Contract and as required by 70 O.S. §3-136(A). The results of the annual evaluation shall be presented in an open meeting to both the School's governing board and the District Board of Education. School shall cooperate in providing data and documentation necessary for the evaluation, and such data shall be in the identical format as submitted to the State Department of Education.

6.3 Accreditation. Consequences for issues related to state accreditation shall be those prescribed by the state accreditation or accountability system. School shall file an annual report with the Office of Accountability containing information requested by the Office of Accountability, including but not limited to information on enrollment, testing, curriculum, finances, and employees in accordance with 70 O.S. §3-143.

6.4 Charter Renewal. The Initial Charter Date shall serve as the start or beginning of the contractual relationship between the District and School.

a. 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, academic enterprise zone (AEZ) compliance, and evaluation and charter renewal decision making and provide copies of such to the school. 70 O.S. §3-134(K). Academic enterprise zone compliance will be reviewed at renewal for charter schools that have an AEZ.

b. By October 1st of the school year preceding the charter renewal year, the District shall issue a performance framework and renewal application guidance to the school and its Governing Board pursuant to 70 O.S. §3-137(B). The performance framework shall summarize the performance record to date of the school, based upon the data required by

the Act and this contract The School shall have forty-five (45) days to respond to the performance report and submit any corrections or clarification for the report.

c. The District shall give written notice of its intent to renew or not renew by October 1 of the last year of this contract and in making renewal decisions the District shall: (1) 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; (2) 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; (3) Ensure that data used in making renewal decisions are available to the school and public; and (4) Provide a report to the school summarizing the evidence used as the basis for such decision.

d. The charter renewal 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.

## **ARTICLE VII: CONTRACT REVOCATION, SUSPENSION, AND TERMINATION**

7.1 Breach of Contract, Termination and Dissolution. The grounds and procedures for breach and termination of this Contract and dissolution of the School will be as follows and in accordance with applicable charter school law:

a. 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 forty-five (45) 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. Provided, however, that the terms and conditions of Article VI of this Contract shall supersede this section.

b. 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 state or federal law and/or the conditions, standards, or procedures set forth in this Contract.

i. 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.

ii. Termination by Governing Board. Should the Governing 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 ninety (90) days before the end of the school year.

c. Dissolution. Upon termination of this Contract for any reason by the District, 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.

d. 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 real or personal property shall revert to the sponsoring school district. If a charter school that was previously sponsored by the board of education of a school district continues operation within the school district under a new charter sponsored by an entity authorized pursuant to 70 O.S. §3-132, the charter school may retain any personal property purchased for use in the operation of the charter school until termination, or failure of the charter school to continue operations.

e. Employee Notification. In the event of non-renewal or termination of this Contract, the Charter School Governing Board shall provide timely written notice to all employees, advising of the closure determination, expected date of closure, and implications for employment. The notice shall include information regarding final pay, benefits, personnel records, and any available state resources. The Charter School shall also complete all required employment tax filings, payroll disbursements, and notices as outlined in

applicable state and federal law.

f. Waiver of Breach. No express or implied consent or waiver of any breach or default by one party to the other shall be deemed or construed to be consent or waiver of any other breach or default by such party hereunder. Furthermore, except as otherwise provided herein, failure on the part of either party hereto to complain of any act or failure to act by the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

**ARTICLE VIII: GENERAL TERMS**

8.1 No Authority to Bind District. Charter School may not extend the faith and credit of the District to any third person or entity. Charter School may not contractually bind District to any third party. Charter School acknowledges the applicable provisions of Article X, Section 26 of the Oklahoma Constitution. District has no financial obligation to Charter School beyond the current fiscal year except to pass through any funding authorized by law.

8.2 Entire Agreement. This Contract, with attachments, contains all terms, conditions and provisions hereof and the entire understandings and all representations of understandings and discussions of the parties relating thereto, and all prior representations, understandings and discussions are merged herein and superseded and canceled by this Contract. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document approved and executed by the parties.

8.3 Notices. Any notice required or permitted under this Contract, shall be in writing and shall be effective upon actual delivery, if delivery is by hand; or upon receipt by the transmitting party of confirmation or answer back if delivery is by electronic mail; or three (3) days after mailing when sent by certified mail, postage prepaid, to the following persons:

For notice to School:  
For mailing or personal delivery:  
Steven Stefanick, Supt.  
Harding Charter Preparatory  
12600 N Kelley Avenue  
Oklahoma City, OK 73131

For notice to District:  
For mailing or personal delivery:  
Mr. Craig Cates, Clerk  
Board of Education  
Oklahoma City Public Schools  
P.O. Box 36609  
Oklahoma City, OK 73136

8.4 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, epidemic or pandemic, or any other casualty or cause beyond either party's control and that cannot be overcome by reasonable diligence and without unusual expense.

8.5 Assignment. School shall not assign any of its rights or obligations under this Contract to any person or entity without the prior written approval of the District, which approval will not be unreasonably withheld. Any such transfer shall be in accordance with the Act.

8.6 Exemption. The parties recognize the Charter School is 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 excepting those detailed in District Charter Policy.

8.7 Severability. If any term or provision of this Contract or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of the term of this Contract, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

8.8 Amendments. This contract may be amended by the mutual approval of written amendments hereto by District's Board of Education and School's Governing Board. The parties agree to amend or revise this contract to confirm any agreed upon or statutorily required revisions.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.  
INDEPENDENT SCHOOL DISTRICT NO. 89  
OF OKLAHOMA COUNTY, OKLAHOMA

By \_\_\_\_\_  
Paula Lewis, Chairperson, Board of Education

Harding Charter Preparatory School District, Inc

By \_\_\_\_\_  
President

**CERTIFICATES**

The undersigned Clerk of District's Board of Education certifies that this contract was approved by the Board of Education at its meeting held on \_\_\_\_\_, 2026.

\_\_\_\_\_  
Craig A. Cates, Clerk

The undersigned Secretary of Harding Charter Preparatory School District, Inc. certifies that this contract was adopted by the Developer's Board of Directors at its meeting held on \_\_\_\_\_, 2026.

\_\_\_\_\_  
Secretary



## Appendix B

The vision of Harding Charter Preparatory District is to prepare all graduates for success at any post-secondary educational institution by providing students with a rigorous, college-preparatory environment from their earliest days in school.

## Appendix F

# Closure Proceedings

Upon final school closure determination and in compliance with the Oklahoma Charter School Act, the following information provides guidance in the closing of Harding charter Preparatory Schools. With the guidance of the District, the Charter School is responsible for completing the tasks required for the closing of the school in a legal and orderly manner while continuing to operate the school and provide academic and other services to students and families through the remainder of the school year (or closing date).

Failure to comply with the District may result in legal action. Although timelines are not prescribed below, the understanding of this document is that all processes should be executed prior to the beginning of the next fiscal year, July 1st.

1. The District meets with the school's Chief Administrative Officer and the Governing Board president to provide information regarding the school closure process and expectations.
2. The Charter School shall call a special meeting of the Charter School Governing Board to establish a transition plan based on this school closure guidance.
3. Notification shall be sent to parents of enrolled students regarding school closure determination and shall include name of school, date of action, effective date of closure and expected future communication.
4. Notification shall be sent to school staff regarding school closure determination and shall include name of school, date of action, effective date of closure and expected future communication.
5. Notification of school closure determination shall be sent to the Oklahoma State Department of Education (OSDE) and shall include name of school, date of action, effective date of closure, criteria for closure determination, closure process information and location of student and personnel records. Request name and contact information for OSDE representative for communication purposes and for assistance with closure. Similar notification shall also be sent to the Oklahoma Teachers Retirement System (if applicable), State Treasurer and State Auditor.
6. Post public information release and related information document(s) on the Charter School website
7. Establish a written student transfer plan including the steps required for the transfer of students and student records and the security of those records. The plan shall include communication through the closure process and a final report of school closure to charter school families. A list of all students/families shall be generated and maintained by both

the District and Charter School and shall include student name, parent name, address, telephone, email, grade level, and school district of residence.

8. Establish a written plan for ongoing communication with staff including the initial communication of school closure, follow-up communication as needed, and a final report of school closure to charter school staff. A list of all staff shall be created to include name, position, address, telephone, email. Notification shall include information regarding closure determination, closure date, personnel records and benefits.
9. The District shall secure all financial and personnel records, and keep a chain of custody. The Charter School shall provide a list of all agencies, employees, insurers, contractors, creditors, debtors, grantors, and management organizations related to the Charter School to the assigned District designee. The District designee shall notify all entities on the list of the Charter School's closure.
10. The Charter School shall provide the District with the following documents:
  - a. A detailed inventory of all assets including asset description, date of acquisition, quantity, acquisition value, and location of property. Assets include, but are not limited to; physical property, furniture and equipment, land, technology, books, and supplies;
  - b. Title documents, deeds, and leases for all real or personal property or other assets procured;
  - c. Copies of all executory contracts to which the charter school is a party; and d. All documentation relating to debt, liabilities, encumbrances, or other obligations incurred or outstanding by the Charter School.
11. The District and Charter School shall ensure a complete financial plan for school closure. The plan shall establish and must ensure only essential invoices and regular salaries are paid, all vendor refunds are received and the immediate collection of all credit cards and closing of credit accounts or lines of credit.

As needed to complete the closing actions of the Charter School, encumbrances will be submitted for Governing Board approval for accounting services, bookkeeping services, financial software services and other services as needed to ensure the complete and accurate closure and final reporting of the Charter School.

12. The Charter School Governing Board shall convene in two (2) final meetings to close the Charter School. Agenda must include, but is not limited to the following:
  - a. Transfer Activity and other Funds to General Fund and acknowledge account balances.
  - b. Communication of current check signing access and authority will be provided to the District and no changes to access will be initiated without District written approval.
  - c. Charter School will implement an agreed upon procedure for any payments to be processed by the charter school that will include a prior-approval process by the District. This process will require that any requests for payment will include a board approved purchase order, invoice and proof of goods or services received.
  - d. Add District to "view only" rights for online bank access when available

- e. Transfer all school records. The Charter School should keep chain of custody documentation, and should keep a control document explaining the organization of school records. School records include but are not limited to--
  - ✓ Administrative, Governing Board, and Regulatory Records
    - ✓ Academic Records
    - ✓ Financial Records
    - ✓ Personnel Records;
  - f. Transfer all school property and inventory records to District;
  - g. Acknowledge Statement of Affirmation that the District shall be immune from all incurred debts, civil liabilities, and/or criminal liabilities of charter school pursuant to 70 O.S. §3-134 (L);
  - h. Transfer board authority to District at adjournment of meeting; and
  - i. Formally adjourn and dissolve the Charter School Governing Board.

*Following adjournment of the first meeting, a second meeting must convene for the sole purpose of approval of minutes.*

1. Forward school mail to District.
2. All school records, including but not limited to, Administrative, Governing Board, Regulatory Records, Academic Records, Financial Records, Personnel Records, along with chain of custody documentation and organization of school records documentation shall be received and secured by the District.
3. All personal property of the Charter School reverting to the District in accordance with the provisions of 70 O.S. §3-136 and regulations shall be delivered in the manner and to location(s) directed by the District.
4. Prior to final closeout, the Charter School shall complete all federal, state, and local obligations on behalf of school employees as governed by federal and state statute and regulations; including but not limited to the following:
  - a. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines;
  - b. File the Federal Notice of Discontinuance with the Department of Treasury;
  - c. Make final federal tax payments;
  - d. File the final payroll withholding tax return;
  - e. File the final return with the IRS;
  - f. Complete all tax reporting and remittance requirements of the state of Oklahoma; and
  - g. Provide employees with notices and pamphlets required under applicable state and federal law.