

CAMPUS OR PROGRAM CHARTERS
PARTNERSHIP CHARTERS

ELA (LOCAL)

Note: THIS POLICY'S TITLE IS DETERMINED IN ACCORDANCE WITH THE SYSTEM USED BY TASB POLICY SERVICE TO CATEGORIZE AND TITLE POLICIES FOR TEXAS SCHOOL DISTRICTS.

AUTHORIZATION

TO PROVIDE QUALITY EDUCATIONAL SETTINGS FOR ALL STUDENTS AND TO OBTAIN BENEFITS UNDER EDUCATION CODE 11.174 AND 48.252, THE DISTRICT MAY ESTABLISH PARTNERSHIPS AS PERMITTED BY LAW AND AS DESCRIBED IN THIS POLICY. THE DISTRICT SHALL BE COMMITTED TO A RIGOROUS AUTHORIZATION PROCESS AND TO IDENTIFY PARTNERS THAT ARE A BEST FIT BASED ON DISTRICT NEED AND SHALL GRANT PARTNERSHIPS ONLY TO APPLICANTS THAT HAVE DEMONSTRATED THE COMPETENCE AND CAPACITY TO IMPROVE STUDENT OUTCOMES THROUGH THE PROPOSED PARTNERSHIP.

DEFINITIONS

“OPERATING PARTNER”

AN OPERATING PARTNER MEANS AN ELIGIBLE ENTITY AS DEFINED BY EDUCATION CODE 12.101(a) AND 19 TAC 97.1075(b)(1), EXCEPT A STATE AUTHORIZED SUBCHAPTER D OPEN-ENROLLMENT CHARTER SCHOOL.

“PARTNERSHIP”

A PARTNERSHIP MEANS A DISTRICT-AUTHORIZED CAMPUS PROGRAM ESTABLISHED IN ACCORDANCE WITH STATE LAW IN WHICH THE BOARD CONTRACTS TO OPERATE A DISTRICT CAMPUS OR PROGRAM IN PARTNERSHIP WITH AN ELIGIBLE ENTITY AS DEFINED BY LAW. THIS DEFINITION EXCLUDES A STATE AUTHORIZED SUBCHAPTER D OPEN ENROLLMENT CHARTER SCHOOL.

[THIS POLICY IS TITLED IN ACCORDANCE WITH TASB'S ORGANIZATIONAL SYSTEM]

COMPLIANCE WITH LAW

A PARTNERSHIP SHALL COMPLY WITH ALL APPLICABLE REQUIREMENTS OF STATE LAW, ANY APPLICABLE GRANT PROGRAM REQUIREMENTS, LOCAL CRITERIA SPECIFIED IN POLICY, AND THE APPLICABLE PARTNERSHIP PERFORMANCE CONTRACT. THE PARTNERSHIP SHALL COMPLY WITH ALL FEDERAL AND STATE LAWS GOVERNING SUCH PARTNERSHIPS AND SHALL BE NONSECTARIAN. [SEE EL(LLEGAL)]

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APPLICATION
PROCESS

THE DISTRICT SHALL CONSIDER APPLICATIONS FROM NON-PROFIT ORGANIZATIONS, GOVERNMENTAL ENTITIES, AND INSTITUTIONS OF HIGHER EDUCATION. THE DISTRICT SHALL NOT CONSIDER APPLICATIONS FROM STATE AUTHORIZED SUBCHAPTER D OPEN ENROLLMENT CHARTER SCHOOLS. IN ESTABLISHING A PARTNERSHIP, THE DISTRICT'S PROCUREMENT DEPARTMENT SHALL ISSUE A REQUEST FOR QUALIFICATIONS (RFQ) STATING THE PURPOSE AND COMMUNITY NEED FOR THE PROPOSED PARTNERSHIP, AND SHALL ISSUE A LOCAL APPLICATION DESIGNED TO IDENTIFY OPERATING PARTNERS BEST QUALIFIED TO MEET THE NEEDS OF THE DISTRICT.

THE BOARD SHALL CONSIDER AN APPLICATION IF THE APPLICANT:

1. MEETS THE ELIGIBILITY REQUIREMENTS FOR A PARTNERSHIP IN ACCORDANCE WITH LAW;
2. FOLLOWS THE APPLICATION PROCESS ESTABLISHED BY THE DISTRICT; AND
3. PROVIDES ASSURANCES TO THE BOARD THAT THE APPLICANT WILL COMPLY WITH THE STATUTORY AND DISTRICT REQUIREMENTS FOR A PARTNERSHIP.

THE APPLICATION PROCESS SHALL INCLUDE:

1. A COMPREHENSIVE WRITTEN APPLICATION;
2. A RIGOROUS REVIEW OF THE APPLICATION BY A DISTRICT APPLICATION REVIEW COMMITTEE;
3. A FORMAL RECOMMENDATION FROM THE DISTRICT APPLICATION REVIEW COMMITTEE TO THE SUPERINTENDENT FOR APPROVAL OR DENIAL OF EACH APPLICATION;
4. A FORMAL RECOMMENDATION FROM THE SUPERINTENDENT TO THE BOARD FOR APPROVAL OR DENIAL OF EACH APPLICATION; AND
5. A VOTE BY THE BOARD TO APPROVE OR DENY EACH APPLICATION.

CONTENT

AN APPLICATION SHALL INCLUDE THE FOLLOWING, AT A MINIMUM:

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1. **A DISCLOSURE STATEMENT OF ALL CONFLICTS OF INTEREST;**
2. **THE PURPOSE AND COMMUNITY NEED FOR THE PROPOSED PARTNERSHIP;**
3. **A STATEMENT OF THE PROPOSED PARTNER'S MISSION AND GOALS;**
4. **IDENTIFICATION OF THE STUDENTS TO BE SERVED;**
5. **THE ACADEMIC PLAN INCLUDING EDUCATIONAL FOCUS, PROGRAM, CURRICULUM TO BE OFFERED, AND A DESCRIPTION OF THE PROPOSED SCHOOL DAY, CALENDAR, AND YEAR;**
6. **THE PLAN FOR MEETING THE NEEDS OF STUDENTS WITH DISABILITIES, ENGLISH LANGUAGE LEARNERS, AND OTHER SPECIAL POPULATIONS;**
7. **THE PLAN FOR MEASURING AND REPORTING STUDENT ACHIEVEMENT AND INCREASES IN STUDENT ACHIEVEMENT FOR ALL STUDENT GROUPS;**
8. **THE FINANCIAL AND BUSINESS PLAN, INCLUDING A PROPOSED FIVE-YEAR OPERATING BUDGET AND A CONTINGENCY BUDGET FOR LOWER THAN EXPECTED ENROLLMENT;**
9. **IDENTIFICATION AND DESCRIPTION, INCLUDING THE EXPERTISE AND PROFESSIONAL BACKGROUNDS, OF THE PROPOSED GOVERNING BODY MEMBERS AND CAMPUS LEADERSHIP;**
10. **THE GOVERNANCE AND DECISION-MAKING PLAN INCLUDING GOVERNING BOARD STRUCTURE, CAMPUS LEADERSHIP AND MANAGEMENT STRUCTURE, AND ORGANIZATION CHART;**
11. **INDICATIONS THAT THE PROPOSED GOVERNANCE STRUCTURE IS CONDUCIVE TO SOUND FISCAL AND ADMINISTRATIVE PRACTICES AND STRONG, ACCOUNTABLE, INDEPENDENT OVERSIGHT OF THE CAMPUS;**
12. **IDENTIFICATION AND DESCRIPTION OF ANY SERVICES THE PROPOSED PARTNER EXPECTS TO BE PERFORMED BY THE DISTRICT (E.G., TRANSPORTATION, FOOD);**

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13. THE PROPOSED PARTNER'S LEADERSHIP PERSONNEL, RESPONSIBILITIES REGARDING PERSONNEL, THE BUDGET, PURCHASING, PROGRAM FUNDS, AND OTHER AREAS OF MANAGEMENT;
14. THE PARTNER'S STAFFING AND EMPLOYMENT PLAN CONSISTENT WITH FEDERAL AND APPLICABLE STATE GUIDELINES, INCLUDING DUE PROCESS, EMPLOYMENT CONTRACTS, AND NONRENEWAL, AND TERMINATION PROCEDURES FOR PROFESSIONAL EMPLOYEES;
15. INFORMATION ON THE QUALIFICATIONS, EXPERIENCE, RECRUITMENT, SELECTION, PROFESSIONAL DEVELOPMENT, AND ONGOING EVALUATION OF TEACHING STAFF TO BE HIRED FOR THE CAMPUS;
16. THE PROPOSED STUDENT RECRUITMENT, ENROLLMENT, AND WITHDRAWAL PROCESSES, AND A PLAN FOR ENSURING EQUITABLE ACCESS IN ACCORDANCE WITH FEDERAL AND STATE LAW;
17. THE STUDENT DISCIPLINE PLAN AND PROCEDURES;
18. THE PETITION INDICATING EVIDENCE OF SUPPORT FOR THE APPROVAL OF THE DISTRICT PARTNER AS REQUIRED BY LAW, IF APPLICABLE; AND
19. A PRE-OPERATIONAL START-UP PLAN DETAILING TASKS, RESPONSIBLE PARTIES, AND A TIMELINE FOR COMPLETION.

APPLICATION
REVIEW
COMMITTEE

THE SUPERINTENDENT SHALL ESTABLISH A DISTRICT APPLICATION REVIEW COMMITTEE TO CONDUCT A SUBSTANTIVE AND MERIT-FOCUSED EVALUATION OF EACH APPLICATION SUBMITTED IN ACCORDANCE WITH THE DISTRICT'S PUBLISHED APPLICATION PROCEDURES.

COMPOSITION

THE DISTRICT APPLICATION REVIEW COMMITTEE SHALL BE COMPOSED OF AT LEAST FIVE MEMBERS, INCLUDING AT LEAST TWO DISTRICT STAFF MEMBERS AND ONE EXTERNAL EVALUATOR, WITH RELEVANT AND DIVERSE EXPERIENCE. THE EXTERNAL EVALUATOR SHALL NOT BE A CONSULTING AGENCY OR ENTREPRENEURIAL FIRM WITH A STAKE IN THE OUTCOME OF THE APPLICATION.

CONFLICTS OF
INTEREST

ALL DISTRICT APPLICATION REVIEW COMMITTEE MEMBERS SHALL DISCLOSE ANY POTENTIAL CONFLICT OF INTEREST WITH AN APPLICANT IN A WRITTEN STATEMENT.

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**REVIEW
PROCESS**

THE DISTRICT APPLICATION REVIEW COMMITTEE MAY:

- 1. REQUEST ADDITIONAL INFORMATION OR DOCUMENTS FROM THE APPLICANTS;**
- 2. SCHEDULE INTERVIEWS WITH APPLICANTS; AND**
- 3. REQUEST THAT THE BOARD SCHEDULE A PUBLIC HEARING TO ALLOW APPLICANTS AN OPPORTUNITY TO PRESENT THEIR APPLICATION AND CAMPUS PLANS TO THE BOARD AND TO THE COMMUNITY BEFORE FORMAL CONSIDERATION BY THE BOARD.**

RECOMMENDATIONS

THE DISTRICT APPLICATION REVIEW COMMITTEE SHALL PROVIDE TO THE SUPERINTENDENT A RECOMMENDATION FOR DENIAL OR APPROVAL OF EACH APPLICATION BASED ON THE DISTRICT'S ESTABLISHED CRITERIA. AFTER CONSIDERING THE DISTRICT APPLICATION REVIEW COMMITTEE'S RECOMMENDATION, THE SUPERINTENDENT SHALL MAKE A FORMAL RECOMMENDATION TO THE BOARD FOR APPROVAL OR DENIAL OF EACH APPLICATION.

**PARTNERSHIP
PERFORMANCE
CONTRACT**

IF THE BOARD APPROVES AN APPLICATION, THE BOARD SHALL EXECUTE A WRITTEN PARTNERSHIP PERFORMANCE CONTRACT THAT INCLUDES PROVISIONS AS REQUIRED BY LAW AND ESTABLISHES THE LEGALLY BINDING TERMS UNDER WHICH THE PARTNERSHIP WILL OPERATE AND BE EVALUATED DURING THE PARTNERSHIP TERM AND FOR CONTRACT RENEWAL.

EACH PARTNERSHIP CONTRACT SHALL ADDRESS THE MATERIAL TERMS OF THE PARTNERSHIP OPERATION AS REQUIRED BY LAW. EACH PARTNERSHIP CONTRACT SHALL BE GRANTED FOR A PERIOD OF THREE YEARS WITH A MANDATORY ANNUAL REVIEW TO DETERMINE PROGRESS TOWARDS SUCCESSFUL ACHIEVEMENT OF THE DISTRICT'S PERFORMANCE INDICATORS. IF THE BOARD IS SATISFIED WITH THE PROGRESS IT MAY RENEW THE AGREEMENT FOR SUCCESSIVE ONE YEAR TERMS. IF THE DISTRICT'S NEEDS CHANGE OVER TIME, THE DISTRICT MAY BEGIN DISCUSSIONS TO END THE PARTNERSHIP PERFORMANCE CONTRACT AT THE TIME OF REVIEW.

STANDARDS

IN ADDITION TO STANDARDS REQUIRED BY LAW, THE PARTNERSHIP PERFORMANCE CONTRACT SHALL INCLUDE ADDITIONAL STANDARDS ESTABLISHED BY THE BOARD, INCLUDING EXPECTATIONS FOR ACADEMIC PERFORMANCE,

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	<p>SHORT-TERM FINANCIAL PERFORMANCE, LONG-TERM FINANCIAL STABILITY, AND OPERATIONAL AND GOVERNANCE PERFORMANCE.</p> <p>THE PERFORMANCE STANDARDS SHALL ALSO ADDRESS EXPECTATIONS FOR APPROPRIATE ACCESS, EDUCATION, SUPPORT SERVICES, AND OUTCOMES FOR STUDENTS WITH DISABILITIES.</p>
<p>OVERSIGHT AND EVALUATION</p> <p>MONITORING SYSTEM</p>	<p>THE BOARD SHALL IMPLEMENT A COMPREHENSIVE PERFORMANCE ACCOUNTABILITY AND COMPLIANCE MONITORING SYSTEM THAT IS ALIGNED WITH THE BOARD'S PERFORMANCE STANDARDS AND PROVIDES THE BOARD WITH THE INFORMATION NECESSARY TO MAKE RIGOROUS, EVIDENCE-BASED DECISIONS REGARDING PARTNERSHIP RENEWAL, REVOCATION, AND PROBATION OR OTHER INTERVENTIONS. THIS MONITORING SYSTEM SHALL BE BASED ON AND ALIGNED WITH ACADEMIC, FINANCIAL, OPERATIONAL, AND GOVERNANCE STANDARDS SET FORTH IN THE PARTNERSHIP PERFORMANCE CONTRACT.</p> <p>TO THE EXTENT POSSIBLE, THE BOARD SHALL MINIMIZE ADMINISTRATIVE AND COMPLIANCE BURDENS ON PARTNERSHIPS AND FOCUS ON HOLDING PARTNERS ACCOUNTABLE FOR OUTCOMES RATHER THAN PROCESSES.</p>
<p>DATA COLLECTION</p>	<p>PARTNER SHALL PROVIDE INFORMATION AND DATA TO THE DISTRICT PURSUANT TO STATE LAW AND THE DISTRICT'S REPORTING SCHEDULE USING A STATE-APPROVED STUDENT MANAGEMENT SYSTEM.</p> <p>THE DISTRICT SHALL REQUIRE EACH PARTNER TO REPORT ITS PERFORMANCE SEPARATELY AND SHALL HOLD EACH PARTNER ACCOUNTABLE FOR ITS PERFORMANCE.</p>
<p>EVALUATION AND REPORTS</p>	<p>ANNUALLY, THE BOARD SHALL EVALUATE EACH PARTNERSHIP AGAINST THE PERFORMANCE STANDARDS ESTABLISHED BY THE BOARD OR LAW.</p> <p>THE BOARD SHALL COMMUNICATE EVALUATION RESULTS TO THE PARTNER'S GOVERNING BODY AND LEADERSHIP IN A WRITTEN REPORT THAT SUMMARIZES COMPLIANCE AND PERFORMANCE, INCLUDING AREAS OF STRENGTH AND IMPROVEMENT. THE RESULTS OF ALL EVALUATIONS SHALL BE MADE ACCESSIBLE TO THE PUBLIC AND AVAILABLE ON THE DISTRICT'S WEBSITE.</p>

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PARTNERSHIP AUTONOMY

THE DISTRICT SHALL PRODUCE FOR THE PUBLIC AN ANNUAL REPORT THAT PROVIDES PERFORMANCE DATA FOR ALL THE PARTNERSHIPS IT OVERSEES, INCLUDING INDIVIDUAL CAMPUS PERFORMANCE AND OVERALL PARTNERSHIP PERFORMANCE. THE ANNUAL REPORT SHALL AT A MINIMUM BE POSTED ON THE DISTRICT WEBSITE.

PARTNERSHIP AUTONOMY

IN ACCORDANCE WITH LAW AND THE PARTNERSHIP PERFORMANCE CONTRACT, THE DISTRICT SHALL SUPPORT THE OPERATING PARTNER'S AUTHORITY OVER THE PARTNER'S DAY-TO-DAY OPERATIONS.

PARTNERSHIP AUTONOMY

THE BOARD SHALL RECOGNIZE THE GOVERNING BOARD OF THE PARTNER AS INDEPENDENT AND AUTONOMOUS FROM THE BOARD AND DISTRICT, WITH FULL AUTHORITY AND ACCOUNTABILITY FOR THE PARTNERSHIP PERFORMANCE AND OPERATIONS.

CONFLICTS OF INTEREST

THE DISTRICT AND THE OPERATING PARTNER SHALL COMPLY WITH APPLICABLE CONFLICT OF INTEREST PROVISIONS IN LAW.

INTERVENTION

THE DISTRICT SHALL GIVE TIMELY NOTICE TO THE PARTNER OF ANY VIOLATIONS OF THE PARTNERSHIP PERFORMANCE CONTRACT OR PERFORMANCE DEFICIENCIES JUSTIFYING FORMAL INTERVENTION. THE NOTICE SHALL IDENTIFY IN WRITING THE CONCERNS, AND, IF APPLICABLE, THE TIME FRAME FOR REMEDIATION. THE NOTICE MAY INCLUDE ADDITIONAL CONSEQUENCES IF ANY OF THE CONCERNS ARE NOT REMEDIED WITHIN THE STATED TIMELINE.

INTERVENTION

DEPENDING ON THE SEVERITY OF THE CONCERN OR DEFICIENCY, THE BOARD MAY PLACE A PARTNER ON PROBATION OR REVOKE THE PARTNERSHIP PERFORMANCE CONTRACT, IN ACCORDANCE WITH THE TERMS OF THE CONTRACT AND APPLICABLE LAW.

PROBATION CRITERIA

THE BOARD MAY PLACE A PARTNER ON PROBATION AS PERMITTED BY LAW OR THE PARTNERSHIP PERFORMANCE CONTRACT, OR FOR FAILURE TO MEET ACADEMIC PERFORMANCE STANDARDS.

PROCEDURE

IN THE EVENT OF ANY INDICATION OR ALLEGATION THAT A PARTNER HAS COMMITTED A VIOLATION OF LAW OR THE PARTNERSHIP PERFORMANCE CONTRACT THAT MAY WARRANT PROBATION, THE DISTRICT SHALL TAKE THE FOLLOWING STEPS:

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1. THE SUPERINTENDENT OR DESIGNEE SHALL INVESTIGATE THE ALLEGATIONS AND HOLD A CONFERENCE WITH THE CHIEF OPERATING OFFICER AND GOVERNING BODY OF THE PARTNER TO DISCUSS THE ALLEGATIONS.
2. IF THE SUPERINTENDENT DETERMINES THAT A VIOLATION OR MISMANAGEMENT HAS OCCURRED, THE CHIEF OPERATING OFFICER OF PARTNER SHALL RESPOND TO THE ALLEGATION AT THE NEXT REGULARLY SCHEDULED BOARD MEETING. FOR SEVERE VIOLATIONS OR ALLEGATIONS, A SPECIAL BOARD MEETING MAY BE CALLED WITH 72 HOURS NOTICE.
3. THE BOARD SHALL HEAR THE PRESENTATION AND TAKE ACTION, IF NECESSARY, TO PLACE THE PARTNER ON PROBATION. IF THE BOARD DECIDES TO PLACE THE PARTNER ON PROBATION, IT MUST PROVIDE AN OPPORTUNITY FOR A PUBLIC HEARING AS REQUIRED BY LAW.
4. IF A PARTNER IS PLACED ON PROBATION, THE PARTNER MUST TAKE ACTION TO REMEDY THE IDENTIFIED VIOLATIONS OR UNDERPERFORMANCE AND REPORT ON THE STATUS OF ITS CORRECTIVE ACTIONS IN ACCORDANCE WITHIN THE TIMELINE FOR REMEDIATION ESTABLISHED BY THE DISTRICT.
5. THE DISTRICT SHALL ESTABLISH A TIMELINE FOR MONITORING THE PARTNER'S CORRECTIVE ACTIONS AND RE-EVALUATING THE PARTNERSHIP STATUS TO DETERMINE WHEN THE CAMPUS MAY BE REMOVED FROM PROBATION OR WHETHER TO CONSIDER REVOCATION.

NOTIFICATION

IF THE DISTRICT DECIDES TO PLACE A PARTNER ON PROBATION, THE DISTRICT SHALL NOTIFY THE PARTNER OF THE PROBATION IN WRITING. THE NOTICE SHALL INCLUDE THE REASONS FOR THE PROBATION AND THE TIMELINE FOR MONITORING THE PARTNER'S CORRECTIVE ACTIONS AND RE-EVALUATING THE PARTNER'S STATUS TO DETERMINE WHEN THE CAMPUS MAY BE REMOVED FROM PROBATION OR WHETHER TO CONSIDER REVOCATION.

**REVOCATION
CRITERIA**

THE BOARD MAY REVOKE A PARTNERSHIP AS PERMITTED BY LAW OR THE PARTNERSHIP PERFORMANCE CONTRACT FOR FAILURE TO MEET PERFORMANCE STANDARDS.

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THE BOARD SHALL REVOKE A PARTNERSHIP IF THE DISTRICT FINDS CLEAR EVIDENCE OF A PARTNER'S PERSISTENT OR SERIOUS UNDERPERFORMANCE OR VIOLATION OF LAW, THE PARTNERSHIP PERFORMANCE CONTRACT, OR THE PUBLIC TRUST IN A WAY THAT IMPERILS STUDENTS OR PUBLIC FUNDS, INCLUDING ANY OF THE FOLLOWING:

- 1. PERSISTENT OR SERIOUS VIOLATION OF APPLICABLE STATE OR FEDERAL LAW;**
- 2. PERSISTENT OR SERIOUS VIOLATION OF A PROVISION OF THE PARTNERSHIP PERFORMANCE CONTRACT;**
- 3. PERSISTENT OR SERIOUS FAILURE TO MEET GENERALLY ACCEPTED ACCOUNTING STANDARDS FOR FISCAL MANAGEMENT;**
- 4. PERSISTENT FAILURE TO IMPROVE STUDENT ACADEMIC ACHIEVEMENT FOR ALL STUDENT GROUPS;**
- 5. FAILURE FOR THREE CONSECUTIVE YEARS TO MEET THE ACADEMIC OR FINANCIAL ACCOUNTABILITY STANDARDS OUTLINED IN LAW;**
- 6. FAILURE FOR THREE CONSECUTIVE YEARS TO MEET THE ACADEMIC OR FINANCIAL PERFORMANCE STANDARDS ESTABLISHED IN THE PARTNERSHIP PERFORMANCE CONTRACT;**
- 7. MULTIPLE PLACEMENTS ON PROBATION AS SPECIFIED IN THE PARTNERSHIP PERFORMANCE CONTRACT; OR**
- 8. FAILURE OF THE DISTRICT TO OBTAIN THE BENEFITS OF EDUCATION CODE 11.174 AND 42.2511, IF APPLICABLE.**

THE BOARD'S DECISION WHETHER TO REVOKE A PARTNERSHIP SHALL BE BASED ON THE BEST INTERESTS OF THE STUDENTS, INCLUDING THE SEVERITY OF THE VIOLATION; APPLICABLE LAW; AND ANY PREVIOUS VIOLATION COMMITTED BY THE PARTNER.

PROCEDURE

IN THE EVENT OF AN INDICATION OR ALLEGATION THAT MAY WARRANT PARTNERSHIP REVOCATION, THE DISTRICT SHALL TAKE THE FOLLOWING STEPS:

- 1. THE SUPERINTENDENT OR DESIGNEE SHALL INVESTIGATE THE ALLEGATIONS AND HOLD A CONFERENCE**

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WITH THE CHIEF OPERATING OFFICER AND GOVERNING BODY OF THE PARTNER TO DISCUSS THE ALLEGATIONS.

2. IF THE SUPERINTENDENT OR DESIGNEE DETERMINES THAT A VIOLATION OR MISMANAGEMENT HAS OCCURRED, THE CHIEF OPERATING OFFICER OF THE PARTNER SHALL RESPOND TO THE ALLEGATION AT THE NEXT REGULARLY SCHEDULED BOARD MEETING. FOR SEVERE VIOLATIONS OR ALLEGATIONS, A SPECIAL BOARD MEETING MAY BE CALLED WITH 72 HOURS NOTICE
3. THE BOARD SHALL HEAR THE PRESENTATION AND TAKE ACTION, IF NECESSARY, TO REVOKE THE PARTNERSHIP. IF THE BOARD DECIDES TO REVOKE THE PARTNERSHIP, IT MUST PROVIDE AN OPPORTUNITY FOR A PUBLIC HEARING AS REQUIRED BY LAW.

IN THE EVENT OF A HEALTH OR SAFETY CONCERN, THE BOARD MAY IMMEDIATELY SUSPEND CAMPUS OPERATIONS BEFORE REVOCATION TAKES EFFECT.

NOTIFICATION

IF THE BOARD DECIDES TO REVOKE A PARTNERSHIP PERFORMANCE CONTRACT, THE BOARD SHALL NOTIFY THE PARTNER OF THE ACTION IN WRITING. THE NOTICE SHALL INCLUDE THE REASONS FOR THE REVOCATION AND THE EFFECTIVE DATE OF THE REVOCATION, WHICH SHALL BE NO LATER THAN THE END OF THE CURRENT SCHOOL YEAR OR MAY BE EFFECTIVE IMMEDIATELY IN THE EVENT OF A HEALTH OR SAFETY CONCERN.

**CONTRACT
RENEWAL**

UPON THE EXPIRATION OF A PARTNERSHIP PERFORMANCE CONTRACT, THE BOARD MAY RENEW THE CONTRACT FOR UP TO AN ADDITIONAL THREE-YEAR TERM. IN ACCORDANCE WITH LAW, THE BOARD SHALL RENEW A PARTNERSHIP PERFORMANCE CONTRACT ONLY IF THE BOARD FINDS THAT THE PARTNERSHIP HAS FULFILLED ITS OBLIGATIONS AND MET THE PERFORMANCE STANDARDS IN THE CONTRACT AND APPLICABLE LAW.

THE BOARD SHALL CONSIDER THE FOLLOWING, IN ADDITION TO OTHER FACTORS SPECIFIED IN THE PARTNERSHIP PERFORMANCE CONTRACT:

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1. **MULTIPLE YEARS AND MEASURES OF PERFORMANCE AGAINST THE PERFORMANCE STANDARDS AND EXPECTATIONS ESTABLISHED IN THE PARTNERSHIP PERFORMANCE CONTRACT AND APPLICABLE LAW;**
2. **FINANCIAL AUDITS;**
3. **PERFORMANCE AND COMPLIANCE REPORTS, INCLUDING SITE VISIT REPORTS, IF APPLICABLE; AND**
4. **THE PARTNER PERFORMANCE ON CORRECTIVE ACTION PLANS OR OTHER REQUIRED INTERVENTIONS, IF NECESSARY.**

PROCEDURE

THE DISTRICT SHALL PUBLISH THE RENEWAL APPLICATION PROCESS, INCLUDING THE RENEWAL CRITERIA AND TIMELINES.

AS PART OF THE RENEWAL APPLICATION PROCESS, THE DISTRICT MAY PROVIDE EACH PARTNER, IN ADVANCE OF THE RENEWAL DECISION, A CUMULATIVE REPORT THAT SUMMARIZES THE PARTNER'S PERFORMANCE RECORD OVER THE CONTRACT TERM AND STATES THE DISTRICT'S SUMMATIVE FINDINGS CONCERNING THE CAMPUS'S PERFORMANCE AND ITS PROSPECTS FOR RENEWAL.

DECISION NOT TO RENEW

THE BOARD MAY CHOOSE NOT TO RENEW A PARTNERSHIP PERFORMANCE CONTRACT FOR ANY OF THE FOLLOWING REASONS:

1. **FAILURE TO MEET STUDENT PERFORMANCE STANDARDS OR OTHER OBLIGATIONS IN THE PARTNERSHIP PERFORMANCE CONTRACT;**
2. **FAILURE TO MEET GENERALLY ACCEPTED ACCOUNTING STANDARDS FOR FISCAL MANAGEMENT;**
3. **VIOLATION OF ANY PROVISION OF THE CONTRACT OR APPLICABLE STATE OR FEDERAL LAW; OR**
4. **OTHER REASON AS DETERMINED BY THE BOARD.**

NOTIFICATION

IF THE BOARD DECIDES NOT TO RENEW A CONTRACT, THE BOARD SHALL NOTIFY THE PARTNER OF THE ACTION IN WRITING NO LATER THAN THE LAST FRIDAY IN JANUARY DURING THE FINAL YEAR OF THE PARTNERSHIP PERFORMANCE CONTRACT. THE NOTICE SHALL INCLUDE THE REASONS FOR THE ACTION AND THE EFFECTIVE DATE OF THE

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CLOSURE
PROTOCOL

PARTNERSHIP CLOSURE, WHICH SHALL BE NO LATER THAN THE END OF THE CURRENT SCHOOL YEAR.

THE BOARD SHALL DEVELOP A DETAILED CAMPUS CLOSURE PROTOCOL TO APPLY IF THE BOARD DECIDES NOT TO RENEW OR TO REVOKE A PARTNERSHIP PERFORMANCE CONTRACT AND CLOSE A CAMPUS. THE PROTOCOL SHALL ENSURE TIMELY NOTIFICATION TO PARENTS INCLUDING ASSISTANCE IN FINDING NEW PLACEMENTS FOR DISTRICT STAFF; TIMELY NOTIFICATION OF TEACHERS, STAFF, AND HOURLY EMPLOYEES; ORDERLY TRANSITION OF STUDENT RECORDS TO THE DISTRICT, AND DISPOSITION OF CAMPUS FUNDS, PROPERTY, AND ASSETS IN ACCORDANCE WITH STATE AND FEDERAL LAW. IN THE EVENT OF CLOSING ANY CAMPUS, THE DISTRICT SHALL OVERSEE AND WORK WITH THE PARTNER'S GOVERNING BOARD AND LEADERSHIP TO CARRY OUT THE CLOSURE PROTOCOL.

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