

### Definition

Throughout this policy the term chief executive officer (CEO) may also mean Superintendent of a group of schools.

### Types of Charters

The Board recognizes four types of “~~C~~harters” pursuant to Chapter 12 of the Texas Education Code.

The four types will be referred to as:

1. District Campus or Program Charter: Parent/guardian/teacher initiated program or campus charter on district campuses;
2. External Campus Charter: District initiated program or campus charter for a new district campus, or a program that is operated by an external entity that enters into a contract with the District;
3. District Achievement Charter: District initiated charter for campuses serving not more than 15 percent of the District’s total student enrollment or for any campus receiving the lowest performance rating; and
4. District Cooperative Charter: Parent/guardian/teacher initiated program charter at two or more campuses for a cooperative charter program.

In addition to these statutory charters, the Board recognizes external partnerships for educational services (Texas Partnerships) as ~~E~~external ~~P~~performance ~~C~~contract ~~C~~ampuses. These campuses provide educational services to students and are operated by an external ~~Chief Executive Officer (CEO)~~, external Superintendent of a group of schools, or principal under an ~~E~~external ~~P~~performance ~~C~~contract (performance contract) with the District.

### Applications

The Board shall consider an application for a campus, program, or cooperative charter, ~~or a response to a Request for Qualifications (RFQ)~~ for an ~~E~~external ~~P~~performance ~~C~~contract ~~C~~ampus, if the applicant:

1. Complies with the statutory requirements for a campus charter;
2. Follows the application/~~RFQ~~ process established by the District; and
3. Supplies evidence to the Board that the applicant will comply with the statutory and District requirements for a campus charter ~~or External Performance Contract Campus;~~
4. ~~For campus, program, or cooperative charters, supplies the Board with a petition signed by the parents/guardians of more~~

~~than 50 percent of the students and by more than 50 percent of the teachers at a campus.~~

~~Once a charter or performance contract is granted, a campus or program for which a charter or performance contract is granted is exempt from the instructional and academic rules and Board policies as specified in the charter agreement or performance contract and retains the authority to operate under the terms of the charter agreement or performance contract, if the students at the campus or in the program perform satisfactorily as provided by the charter agreement or performance contract.~~

The application process shall include:

- A comprehensive written application;
- A rigorous review of the application by a charter application review committee;
- A capacity interview with representatives from the board and proposed staff of the partner organization;
- A formal recommendation from the review committee to the Superintendent for approval or denial of each application;
- A formal recommendation from the Superintendent to the Board for approval or denial of each application; and
- A vote by the Board to approve or deny each application.

The Superintendent shall establish a review committee to conduct a substantive and merit-focused evaluation of each application submitted in accordance with the District's published application procedures.

The review committee shall be composed of at least three members with relevant and diverse expertise. All committee members must pass a conflict of interest check.

**Compliance with Law**

Campus ~~C~~harters and ~~E~~external ~~P~~performance ~~C~~contract ~~C~~campuses shall comply with all federal law and with state law governing such charters/campuses and shall be secular. [See EL(LEGAL)]

**Application Process**

~~When an RFQ is issued, the Superintendent or designee shall schedule an informational meeting for anyone expressing interest in establishing a charter or External Performance Contract Campus, including parent/guardian/teacher initiated charters, and external entities applying to partner with the District as an External Performance Contract Campus.~~

~~Applicants shall respond to the RFQ in accordance with procurement guidelines and procedures established by the Purchasing Services department.~~

~~Final applications and petitions for charters and External Performance Contract Campuses shall be submitted to the District prior to the deadline established in the RFQ in order to be considered by the Board to begin the following school year.~~

The Superintendent or designee shall schedule an informational meeting for anyone expressing interest in establishing a campus charter. Applications and petition forms for a campus charter shall be available in the central administration office or in a designated place that is accessible to parents and teachers in the District.

Applicants shall present a draft of the application to the Superintendent or designee in accordance with a timeline established in administrative regulations. The Superintendent or designee shall work with the applicants in completing the application process.

Final applications and any applicable petitions for campus charters shall be submitted to the District seven days prior to the Board meeting on which final action will be taken in order for the Board to consider a charter to begin the following school year.

Content of Final  
Application

A final application for a charter or ~~E~~external ~~P~~performance ~~C~~contract ~~C~~campus shall include the following:

1. The purpose and need for the charter/~~E~~external ~~P~~performance ~~C~~contract ~~C~~campus;
2. With respect to charter programs, the unique distinction between the proposed program and the District's current program;
3. A mission and goals statement and, with respect to ~~E~~external ~~P~~performance ~~C~~contract ~~C~~campuses, the vision and operational structure of the campus or program;
4. The curriculum to be offered;
5. A plan for measuring student achievement;
6. A financial plan, which includes a projected budget for operating the campus or program;
7. A governance and decision-making plan, including a list of local Board policies which shall apply, as well as a list of local policies the applicant is requesting the Board to waive;
8. An enrollment and withdrawal process that utilizes District enrollment forms and application dates;

9. A plan for maintaining and reporting [Public Education Information Management System \(PEIMS\)](#) data in accordance with state requirements;
10. Discipline procedures;
11. A safety and security plan;
12. A plan for providing facilities, food, and student transportation;
13. A facility and maintenance plan that includes routine maintenance as well as emergency procedures for managing potential danger to the health and safety of students and employees;
14. An employment plan consistent with federal and applicable state guidelines, due process requirements, and contract non-renewal and termination procedures;
15. The role of the CEO of the campus or program who is responsible for personnel, the budget, purchasing, program funds, and other areas of management; and
16. The governance and decision-making plan, including governing board structure, campus leadership and management structure, and organization chart.

~~Applicants shall submit with the application the required parent/guardian/teacher petitions, if applicable, indicating evidence of support for the approval of a charter.~~

An application shall include all necessary materials to be considered, including any required petitions. Waiver of any necessary application material may be made at the discretion of the Superintendent with final approval by the Board.

#### **Content of Charter**

Charter schools or programs shall be governed by a formal, written ~~C~~charter (governing charter) that is approved by the Board and establishes the authorities of the operating partner.

~~A governing charter shall be established as a written agreement between the District and the charter signed by the HISD Board President, the Superintendent, and the CEO of the charter.~~ The governing charter shall have a term of ten years, and shall have all content required by state law. The governing charter may, from time to time be amended by approval of the parties and in compliance with the requirements of state law.

In addition to the governing charter, the parties shall execute a charter contract. Each charter contract shall:

1. Comply with all applicable federal and state laws and regulations.
- ~~2. Include the items listed in the application, with any modifications required by the Board.~~
- ~~3. Stipulate a term length of not less than five years for the charter contract.~~
- ~~4.2.~~ Establish a date for review or renewal of the charter contract.
- ~~5.3.~~ Establish performance standards aligned to the state accountability system and HISD Board goals.

Charter Monitoring Charters shall provide information and data to the District as required. Annually, the Superintendent shall provide an evaluation to the Board of each **C**harter against the performance standards established by the charter contract.

Charter Contract Renewal 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 charter, in advance of the renewal decision, a cumulative report that summarizes the charter's performance record over the contract term and states the District's summative findings concerning the charter's performance and its prospects for renewal.

**External  
Performance  
Contract Campuses**

External **P**erformance **C**ontract **C**ampuses shall be governed by a contract that is approved by the Board. ~~If an External Performance Contract Campus operator has multiple campuses, separate performances contracts shall govern each campus.~~

Once an external entity is approved by the Board, the Board shall execute a written performance contract ~~for each campus, which~~ that includes provisions as required by law, and which establishes the legally binding terms under which the campus will operate and be evaluated during the contract term and for renewal.

Content of  
Performance  
Contract

Each **E**xternal **P**erformance **C**ontract shall address the material terms of the campus's operation as required by law. ~~Each External Performance Contract shall be granted for an initial period of five years with a comprehensive and rigorous review during the third year of the contract term.~~ In addition to standards required by law, the charter performance contract shall include additional standards established by the Board, including a clear and unambiguous description of the operating partner's authority, a description of the partner's academic model, the funding structure of the partnership

expectations for academic performance, short-term financial performance, long-term financial stability, and operational and governance performance.

Furthermore, each ~~E~~external ~~P~~performance ~~C~~contract shall:

1. Include, but not be limited to, the following metrics:
  - a. Annual academic performance expectations and goals, including specific annual student achievement targets aligned to the state accountability system, and/or Board goals;
  - b. Core academic model-specific milestones;
  - c. Specific consequences in the event the campus does not meet the annual academic performance expectations and goals identified in the performance contract;
  - d. Expectations for appropriate access, education, support services, and outcomes for students with disabilities;
  - ~~e. Operational performance milestones;~~
  - ~~f.e.~~ Annual financial performance expectations and goals, including an annual financial audit that is in compliance with generally accepted accounting standards for fiscal management~~principles (GAAP)~~; and
  - ~~g.f.~~ Specific consequences in the event the campus does not meet academic performance expectations and goals ~~operational performance milestones~~ or the annual financial performance goals and expectations identified in the performance contract.
2. Establish an annual process for reporting and reviewing the performance contract, and a renewal, probation, and termination process for the performance contract by the Board;
3. Comply with all applicable federal and state laws and regulations and the requirements of this policy;
4. Include performance requirements identified in the application and this policy, with any modifications required by the Board;
5. Include an annual review of academic, financial, and operational performance; and
6. Include a program description.

Contract Renewal

Upon the expiration of a performance contract, and contingent on Board approval, subsequent contract terms may be ~~five years or~~

~~longer from three to ten years.~~ Subsequent contract terms of five years shall have a comprehensive and rigorous review during the third year of the contract term. Contract terms longer than five years shall have the review conducted a minimum of every ~~five~~ three years.

*Performance*

The Board ~~shall~~ may renew a performance contract only if the Board finds that the contracting entity has substantially fulfilled its obligations and met the performance standards in the contract, or has showed progress and provided to the ~~C~~chief ~~A~~academic ~~O~~officer a plan to meet the performance standards and applicable law. Prior to final Board vote on the renewal of a performance contract, the Board shall afford the operating partner an opportunity to present their renewal rationale to the board, should the operating partner make a formal request to the Board President.

The Board shall consider the following, in addition to other factors specified in the performance contract:

1. Multiple years and measures of performance against the performance standards and expectations established in the performance contract and applicable law;
2. Financial audits;
3. Performance and compliance reports, including site visit reports, if applicable; and
4. The campus's performance on corrective action plans or other required interventions, if necessary.

Nonrenewal of  
Performance  
Contract

The Board may choose not to renew an ~~E~~external ~~P~~performance ~~C~~contract. The conditions for nonrenewal will be specified in the performance contract and may include ~~for any of the following reasons:~~

1. Failure to meet student performance standards or other obligations in the performance contract;
2. Failure to meet GAAP as evidenced by a qualified opinion on the audit;
3. Material weaknesses or significant deficiencies deemed high risk by the District's Chief Financial Officer;
4. Failure to submit audit report by the due date;
5. Any reason provided in the performance contract;
6. Violation of any provision of the performance contract or applicable state or federal law; or

7. Other reason[s] as determined by the Board.

*Notification*

If the Board decides not to renew an ~~E~~external ~~P~~performance ~~C~~contract, the Board shall authorize the Superintendent to notify the campus of the action in writing ~~no later than October 31, in the final year of the campus performance~~ pursuant to the governing contract. The notice shall include the reasons for the action and the effective date of the nonrenewal, which shall be no later than the end of the current school year.

~~Standards~~

~~The performance contract shall include additional performance standards identified in this policy, including expectations for academic performance, short-term financial performance, long-term financial stability, and operational and governance performance. The standards shall also address expectations for appropriate access, education, support services, and outcomes for students with disabilities.~~

~~The performance contract shall generally identify state and federal laws applicable to public schools with which the campus must comply. The contract shall also include a list of District policies with which the campus must comply. The list of policies shall include:~~

- ~~• FFH(LOCAL): Student Welfare,; Freedom from Discrimination, Harassment, and Retaliation;~~
- ~~• DAA(LOCAL) : Employment Objectives,; Equal Employment Opportunity and accompanying regulations;~~
- ~~• DBAA(LOCAL) : Employment Requirements and Restrictions,; Criminal History and Credit Reports;~~
- ~~• DI(LOCAL) : Employee Welfare;~~
- ~~• DIA(LEGAL) and DIA(LOCAL) : Employee Welfare,; Freedom from Discrimination, Harassment, and Retaliation and accompanying related regulations;~~
- ~~• DG(LEGAL) : Employee Rights and Privileges;~~
- ~~• DGA(LEGAL) and DGA(LOCAL) : Employee Rights and Privileges,; Freedom of Association;~~
- ~~• FFI(LEGAL) and FFI(LOCAL) : Student Welfare,; Freedom from Bullying;~~
- ~~• CQ(LEGAL) and CQ(LOCAL) : Technology Resources;~~
- ~~• FFH(LOCAL) : Student Welfare,; Freedom from Discrimination, Harassment, and Retaliation; and~~

- ~~AE(LOCAL) : Educational Philosophy, but limited to only the sections Goals and Progress Measures and Constraints and Constraint Progress Measures.~~

~~All prekindergarten through fifth-grade teachers at External Performance Contract Campuses shall be certified. All core subject teachers at middle schools and high schools at External Performance Contract Campuses shall also be certified. Core subjects shall include:~~

- ~~Bi-Lingual Education~~
- ~~English as a Second Language~~
- ~~English~~
- ~~English Language Arts~~
- ~~Mathematics~~
- ~~Reading~~
- ~~Social Sciences~~
- ~~Social Studies~~
- ~~Science~~
- ~~Special Education~~

~~To comply with the certification requirements, qualified candidates may participate in alternative certification programs (ACP) approved by the Texas Education Agency (TEA), including ACP programs sponsored by the District. An individual seeking to participate in an ACP program may serve as a teacher for one year while on an emergency permit. An individual participating in an ACP program, may be hired as a teacher on a probationary certificate in the appropriate field for not more than two years.~~

*Equity*

~~The Board is committed to providing access and resources so that there is equity for all students across the District. It is the Board's expectation that all External Performance Contract Campuses shall embrace this philosophy as well. The performance contract shall include a statement that the campus agrees to promote equity for all students.~~

Oversight and  
Evaluation

*Monitoring  
System*

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 performance contract renewal, termination, 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 performance contract.

The District shall require each **E**external **P**performance **C**contract **C**ampus to report its performance separately and shall hold each campus accountable for its performance. **E**external **P**performance **C**contract **C**ampuses shall provide information and data to the District as required by the District and as outlined in the performance contract.

To the extent possible, the Board shall minimize administrative and compliance burdens on **E**external **P**performance **C**contract **C**ampuses and focus on holding campuses accountable for outcomes rather than processes.

Data collection requirements including a reporting schedule, site-visits, and mandated assessments shall be included in the performance contract.

The Board recognizes each **E**external **P**performance **C**contract **C**ampus as an independent entity working with the District to best serve the academic and social/emotional needs of students. Responsible use of public resources, including funding to campuses is an important part of operating with maximum effectiveness and efficiency. With this in mind, the Board expects reasonable transparency from **E**external **P**performance **C**contract **C**ampuses in academic, financial, and operational activities.

*Financial  
Accountability*

External **P**performance **C**contract **C**ampuses are expected to utilize accepted accounting standards and maintain sound financial status. In developing financial metrics and requirements for **E**external **P**performance **C**contract **C**ampuses, the District shall be guided by the TEA *Financial Accountability System Resource Guide* or similar TEA guidance.

~~No later than twenty (20) business days after receipt of the first payment from the District during a school year, and no later than ten (10) business days after receipt of the second and third payments, as set forth in the payment schedule incorporated in the compensation section of the performance contract, the contracting entity will provide to HISD an affidavit signed by the President or CEO of the External Performance Contract Campus attesting that there are sufficient funds in the campus's accounts to pay for ongoing expenses, including teacher and staff payroll, administrative overhead, utilities, rental or mortgage costs, and all other costs associated with the operation of the campus, until receipt of the next scheduled payment from the District. The affidavit shall be submitted to the HISD Chief Financial Officer for review.~~

~~As part of the District's oversight in financial and operational matters, the District reserves the right to engage its Internal Auditor, or an external audit firm, to perform audits of External Performance Contract Campuses as may be deemed necessary by the administration or the Board. Such audits may be informal in nature and directed at specific areas of concern. These audits may occur without advanced notice to the campus. The audits may result from financial or operational complaints presented to the administration or to the Board by staff or parents/guardians of students at the campus. External Performance Contract Campuses will be afforded a reasonable opportunity to assemble requested information and confer with their own auditors or other advisors.~~

~~Annually an External Performance Contract Campus shall have, at its own expense, its fiscal accounts audited by a certified public accountant (CPA) in good standing with the Texas State Board of Public Accountancy.~~

~~The name and professional qualifications of the CPA(s) must be submitted to the administration not later than November 1 of each academic year. The External Performance Contract Campus must also provide a statement disclosing whether the auditor is related to the CEO of the campus or a member of the campus's board of directors within the third degree of consanguinity. External Performance Contract Campuses may submit more than one potential auditor for review. The District's Internal Auditor shall review the qualifications of the campus's auditor or auditing firm, as well as the disclosure statement of relationship, and report to the District Chief Financial Officer whether the campus's auditor or auditing firm is satisfactory. If the auditor or auditing firm is deemed unsatisfactory by the District's Internal Auditor, the External Performance Contract Campus shall have an additional 15 calendar days after being notified to submit another auditor or auditing firm for review. If no auditor or auditing firm is approved by December 15, it will be noted in the External Performance Contract Campus's performance review, and the campus must then choose another auditor from a list of HISD approved auditors. Any change in an approved auditor or auditing firm after the November 1 submission date must be due to unforeseen or emergency circumstances. The substitution must be approved by the District Internal Auditor.~~

~~No later than 150 days after the close of each campus's fiscal year, the External Performance Contract Campus shall deliver the audit report to the Board HISD Chief Financial Officer. If the report identifies any material weaknesses or significant deficiencies, the campus must also deliver to HISD's Chief Financial Officer a plan and~~

~~timeline for resolving the material weakness or significant deficiencies. The plan must be approved by HISD's Chief Financial Officer and included in the District's annual evaluation of the campus.~~

~~Additional financial information may be requested by the District if the District deems it is in the best interest of the parents/guardians and students to review such information. Financial information must be submitted timely as a part of the contract renewal process.~~

~~External Performance Contract Campuses are required to notify the HISD Office of the Superintendent and HISD Chief Financial Officer immediately upon becoming aware of a financial exigency or unexpected financial circumstances that may impact the operation of the campus.~~

*External  
Performance  
Contract  
Evaluation and  
Reports*

The Superintendent or designee shall develop a campus performance framework aligned to the state accountability system by which External Performance Contract Campuses shall be evaluated annually. Performance objectives shall include, at minimum, but not be limited to, student proficiency, academic growth, and college-readiness metrics.

The campus performance framework shall inform the development of performance contract metrics approved by the Board for all External Performance Contract Campuses. Board decisions related to performance contract renewal, probation, or termination shall be based on the campus performance framework.

Annually, the Superintendent shall provide to the Board an evaluation of each External Performance Contract Campus against the performance standards established by the performance contract or law. The evaluation shall include a review of academic, operational, and financial performance. The administration shall provide a copy of the evaluation report to parents/guardians of students at the campus.

At least biannually, District staff shall conduct a walkthrough to determine whether campus facilities are adequate for student needs. This information shall be included in the annual evaluation.

Evaluation results shall be provided to the campus'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 website. [Evaluation of campus facilities related to student safety and security may be redacted from said report as necessary to preserve the safety of students and staff.](#)

*Disclosures and  
Annual Reviews*

Each ~~E~~external ~~P~~performance ~~C~~contract ~~C~~ampus shall provide to the district an annual disclosure due on October 1. The disclosure shall include:

1. Contact information of the CEO or Superintendent of the network, including email address~~;~~.
2. Disclosure of the names of board members/officers and their contact information~~;~~.
3. Disclosure of any conflict of interest as required by law. ~~relatives of the CEO within the third degree of consanguinity or affinity receiving compensation and/or serving as board members, including relatives of any CEO or board members who have served within the last three years.~~
4. Disclosure of ownership and/or lease of the campus facility, which shall include: (a) the amount paid annually for use of the premises, (b) the term of the lease, (c) the fair market value of any lease payments, (d) any familial or business relationship of the CEO and campus board member[s] to the owner or lessor of the facility, and (e) other information deemed relevant by the administration~~;~~.
5. A statement that the ~~E~~external ~~P~~performance ~~C~~contract ~~C~~ampus has maintained its status as an organization that is an ~~"eligible entity"~~ pursuant to Texas Education Code Section 12.101(a)(3), specifically that it is one of the following:
  - a. an institution of higher education as defined under Texas Education Code Section 61.003;
  - b. a private or independent institution of higher education as defined under Texas Education Code Section 61.003;
  - c. an organization that is exempt from taxation under Section 501(c)(3), Internal Revenue Code of 1986 [26 U.S.C. Section 501(c)(3)]; or
  - d. a governmental entity.

Additionally, a campus may be an entity eligible to provide electronic courses through the Texas Virtual School Network pursuant to Chapter 30A of the Texas Education Code.

6. Disclosure of any related party transactions, which shall be defined as a contract or arrangement between two parties who are joined by a preexisting business relationship or common interest~~;~~.

- ~~7. Administrative staffing model for the previous year and the current year;~~
- ~~8. Salary schedule of all employees for the current school year;~~
- ~~9. Budget for the current school year;~~
- ~~10. Model for serving special needs students;~~
- ~~11. Disclosure of vendor contracts and disclosure of whether the vendor is related within the third degree of consanguinity or affinity to the CEO or board members;~~
- ~~12. Summary of academic results in a format provided by district administration;~~
- ~~13. Goals for the current school year developed in conjunction with the district based on academic results from the prior year;~~
- ~~14. Staff development training provided to teaching staff for the previous school year; and~~
- ~~15. The governance and decision-making plan, including governing board structure, campus leadership and management structure, and organization chart.~~

The administration shall provide to the campuses the format and process for submission of the annual disclosure not later than August 1 of each year.

*Campus  
Autonomy*

In accordance with the ~~E~~external ~~P~~performance ~~C~~contract, the Board shall support the campus's authority over ~~its campus(es)~~ day-to-day operations at its campus(es).

The performance contract shall define the scope of operational and decision-making autonomies, at minimum, in the areas of, but not be limited to:

1. Curriculum and instruction;
2. Staff selection and professional development; and
3. Administrative procedures.

*Intervention*

The District shall give timely notice to the campus of any violations of the 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.

Depending on the severity of the concern or deficiency, the Board or Superintendent may place an External Performance Contract Campus on probation or terminate the campus's performance contract, in accordance with the terms of the contract and applicable law.

Probation

An External Performance Contract Campus may be placed on probation for the following four reasons:

1. Academic deficiencies;
2. Financial or operational deficiencies;
3. Persistent violation(s) of contractual obligations; or
4. Allegations of violation(s) of law or other serious misconduct/mismanagement.

*Procedure*

In the event of any indication or allegation that an External Performance Contract Campus has committed a violation of law or serious misconduct/mismanagement that may warrant probation, the District shall take the following steps:

1. The administration shall investigate the allegations and hold a conference with the CEO and governing body of the campus to discuss the allegations.
2. If the administration determines that a violation of law or serious misconduct/mismanagement has occurred, the CEO of the campus shall respond to the allegation in writing for the board's consideration. ~~at a public hearing at the next regularly scheduled Board meeting, or at a time to be determined by the Board President.~~
3. The Board shall ~~hear the presentation~~ review the information and take action, if necessary, to place the External Performance Contract Campus on probation.
4. Once the Board places a campus on probation for a violation of law, or serious misconduct/mismanagement, the administration shall develop a corrective action plan as appropriate, provide training, and take other measures to remedy the deficiencies. Parents/guardians of students at the impacted campus shall be notified that the campus has been placed on probation.
5. If the administration determines that a campus placed on probation because of violations of law or serious misconduct/mismanagement has taken sufficient corrective measures to be removed from probation, a written notification shall be sent to the Board, and an agenda item prepared for consideration by

the Board to remove the probationary status of the campus. The CEO and parents/guardians of students at the impacted campus shall be notified of the date and time of the Board meeting at which the probationary status of the campus will be considered, as well as the outcome of the meeting.

The Superintendent may place an External Performance Contract Campus on probation, as permitted by the performance contract, for failure to meet academic performance standards including, but not limited to, the following:

1. Failure to meet or make sufficient progress on Board goals and constraints;
2. Failure to meet or make sufficient progress on academic metrics included in the performance contract;
3. Significant decrease in multiple state accountability measures; and
4. Any other academic performance deficiencies as determined by the administration.

The administration shall annually review performance standards included in the contract, and the overall academic performance of the campus, in making a determination about probationary status.

At any point during the school year, if the administration determines that an External Performance Contract Campus is not making sufficient progress after receiving District support, including professional development, coaching sessions, and other remedial action, the Superintendent may place the campus on probation and shall notify the Board of such action in writing.

*Notification*

If a decision is made to place a campus on probation for academic reasons, the External Performance Contract Campus's CEO shall be notified in writing of such status. Parents/guardians of students attending the campus shall be notified in writing no later than ten days after the CEO is notified. Notifications to the CEO and parents/guardians shall include the reasons for probationary status. The notifications shall also include information about goals, actions to be taken, and progress that must be achieved in order to be removed from probation. A reasonable timeline to achieve these measures should also be included in the notification letters. The administration shall schedule a parent meeting at the campus if it is placed on probation.

Once notified of placement on probation, the campus must take action to remedy the identified violations or underperformance and

report on the status of its corrective actions in accordance with the timeline for remediation established by the District.

Once a campus is placed on probation, the District shall establish a timeline for monitoring the campus's corrective actions and reevaluating the campus's status to determine when the campus may be removed from probation or whether to consider revocation.

If the Superintendent determines that a campus placed on probation because of academic deficiencies has taken sufficient corrective measures, and has made sufficient academic progress, to be removed from probation, a written notification shall be sent to the Board. Notice shall also be sent to the campus's CEO and to parents/guardians of students at the campus.

**Revocation/  
Termination Of  
Charter, Charter  
Contract, Or External  
Performance  
Contract**

**Criteria**

The Board may revoke a campus or program charter or terminate a charter contract or an external performance contract as permitted by law or the charter, charter contract, or external performance contract for failure to meet performance standards.

~~The Board shall revoke a charter or terminate a charter contract or external performance contract if the District finds clear evidence of a campus's/charter's persistent or serious nonperformance or violation of law, the charter, charter contract or external performance contract, or the public trust in a way that imperils students or public funds, including any of the following:~~

- ~~1. Persistent or serious misconduct, or violation of applicable state or federal law.~~
- ~~2. Persistent or serious violation of a provision of the charter, charter contract, or external performance contract.~~
- ~~3. Persistent or serious failure to meet GAAP, as evidenced by a qualified opinion on the charter's or performance contract campus's audited financial statements;~~
- ~~4. Persistent or serious failure to improve student academic achievement for all any student groups;~~
- ~~5. Persistent or serious failure to improve operational or management deficiencies;~~
- ~~6. Failure for three consecutive years to meet the academic or financial accountability standards outlined in law;~~
- ~~7. Failure for three consecutive years to meet the academic or financial performance standards established in the charter, charter contract, or external performance contract; or~~

~~8. Multiple placements on probation as specified in the charter, charter contract, or external performance contract.~~

The Board may choose not to renew a charter performance contract for any of the following reasons:

1. Failure to meet student performance standards or other obligations in the charter 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.

**Procedure for Revocation of Charter or Termination of Charter Contract or External Performance Contract**

In the event of an indication or allegation that may warrant charter revocation, charter contract termination, or external performance contract termination, the District shall take the following steps:

1. The Superintendent shall investigate the allegations and hold a conference with the CEO and governing body of the charter/External Performance Contract Campus to discuss the allegations.
2. If the Superintendent determines that a violation or mismanagement has occurred, the CEO of the charter or External Performance Contract Campus shall respond to the allegation in writing for the Board's consideration ~~at the next regularly scheduled Board meeting, or at a time determined by the Board President.~~
3. The Board shall ~~hear the presentation and~~ take action, if necessary, to revoke the charter or terminate the charter contract or external performance contract. If the Board decides to revoke the charter or terminate the charter contract, it must provide an opportunity for a public hearing as required by law or this policy.

In the event of a significant health or safety concern, the Board may immediately suspend charter operations before revocation or termination takes effect.

*Notification*

In the event the Board decides to revoke a charter or terminate a charter contract or external performance contract, prior to the final year of a multi-year contract, the Board shall notify the CEO of the action in writing not later than October 31, or as soon as practicable thereafter, of the school year that the revocation or termination becomes effective, which is at the end of the school year. However, in the event of an emergency closure due to health, safety, or other

exigent circumstance, a school may be notified of closure at any time. The notice shall include the reasons for the termination and the effective date of the termination, 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.

~~Nonrenewal/  
Revocation/  
Termination  
Protocol~~

~~Notification~~

~~In order to facilitate the transition of students attending schools whose charters or contracts have been nonrenewed, revoked, or terminated, the District will independently notify parents/guardians affected by the nonrenewal/revocation/termination within 10 calendar days after notification to the CEO of the charter/External Performance Contract Campus. The Administration shall assist students and their families by providing information about their home campuses, as well as by providing assistance navigating the School Choice options and processes.~~

~~Each charter campus or program or External Performance Contract Campus shall include a detailed protocol to apply if the Board decides to revoke a charter, not to renew, or to terminate a charter contract or external performance contract. The District shall facilitate timely notification to parents including assistance in finding new educational placements; orderly transition of student records to the District; and disposition of funds, property, and assets in accordance with law. In the event of revoking a charter or nonrenewing or terminating a charter contract or external performance contract, the District shall oversee and work with the governing board and leadership to carry out the protocol.~~

Closure Protocol

The Superintendent shall develop a detailed campus closure protocol to apply if the Board decides not to renew or to revoke a charter performance contract and close the campus. The protocol shall ensure timely notification to parents including assistance in finding new placements; orderly transition of student records to the District; and disposition of campus funds, property, and assets in accordance with law. In the event of closing any campus charter, the District shall oversee and work with the campus charter's governing board and leadership to carry out the closure protocol.