The Board recognizes four types of “Charters” 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% 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 as External Performance Contract Campuses. These schools campuses provide educational services to students and are operated by an external Chief Operating Executive Officer (CEO) or principal under an External Performance Contract (performance contract) with the District.

The Board shall consider an application for a campus charter or campus program charter, program or cooperative charter, or a response to a Request for Proposals Request for Qualifications (RFQ) for an External Performance Contract Campus if the applicant:

1. Follows the application/RFQ process established by the District.

2. Supplies evidence to the Board that the applicant will comply with the statutory and District requirements for a campus charter or campus program charter or External Performance Contract Campus.

3. 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.

An external entity may propose...
Once a charter to the Board to be established under a charter or performance contract with the District.

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 this 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.

**COMPLIANCE WITH LAW**

Campus charters, campus program charters, external performance contract campuses shall comply with all federal law and with state law governing such charters and campuses shall be secular. [See EL(LEGAL)]

**APPLICATION PROCESS**

When a Request for Proposals Qualifications (RFPQ) is issued, the Superintendent or designee shall schedule an informational meeting for anyone expressing interest in establishing a charter campus or charter program, 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. Applications and petition forms for charter campuses and charter programs shall be available in the Superintendent's or designee's office and online, in accordance with the timelines established by the RFP.

The following applies to external performance contract campuses:

Applicants shall respond to the RFQ in accordance with procurement guidelines and procedures established by the Purchasing Services department, present a draft of the application to the Superintendent or designee in accordance with a timeline established in the RFP. The Superintendent or designee shall work with the applicants in completing the application process.

A public forum shall be held to allow the applicants an opportunity to present their proposals to the Board and to the community prior to formal consideration by the Board.

Final applications and petitions for charter campuses and charter programs shall be submitted to the District prior to the deadline established in the RFP-RFQ for a charter campus in order to be considered by the Board to begin the following school year.
A final application for a campus charter or campus program charter/External Performance Contract Campus shall include the following:

1. The purpose and need for such a campus or program the charter/External Performance Contract Campus;

2. The unique distinction between the proposed program and the District's current program;

3. A mission and goals statement and, with respect to External Performance Contract Campuses, the vision and operational structure of the school 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;

6.7. 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;

7.8. An enrollment and withdrawal process that utilizes District enrollment forms and application dates;

8.9. A plan for maintaining and reporting PEIMS data in accordance with state requirements;

9.10. Discipline procedures;

10. A safety and security plan;

11. A plan for providing facilities, food and student transportation;

12. 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;

13. An employment plan consistent with federal and applicable state guidelines, due process requirements, and contract non-renewal and termination procedures; and

14. The role of the chief operating officer CEO of the school campus or program who is responsible for personnel, the budget, purchasing, program funds, and other areas of management; and
45.16. 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 campus charter or campus program charter.

A charter

Charter schools or programs shall be governed by a formal, written charter (governing charter) that is approved by the Board.

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 Chief Operating Officer of the campus charter or campus charter program.

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.

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

1. Satisfy contract will be approved by the requirements of parties in addition to the law governing campus charters or campus charter programs. 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. Establish a date for review or renewal of the charter contract.

   5. 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 Charter against the performance standards established by the charter contract.
The Board District shall publish the renewal application process, including the renewal criteria and timelines.

As part of the renewal application process, the District may revoke a provide each charter if it finds, in advance of the renewal decision, a cumulative report that the charter 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 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 or charter program, which 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.

1. Violates a provision of applicable state or federal law.

2. Violates a provision of the charter.

Each External Performance Contract 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.

Furthermore, each External Performance 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 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;
   
   d.e. Operational performance milestones; and
1. Multiple years and measures of performance against the performance standards and expectations established in the performance contract and applicable law; and

2. Financial audits;
3. Performance and compliance reports, including site visit reports, if applicable; and

4. The school’s campus’s performance on corrective action plans or failure other required interventions, if necessary.

NONRENEWAL OF PERFORMANCE CONTRACT

The Board may choose not to renew an External Performance Contract for any of the following reasons:

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

2. Failure to meet generally accepted accounting principles (GAAP) as evidenced by an untimely financial reporting and reconciliations, and/or a qualified opinion on the campus’ audited financial statements or 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;

3.5. Any reason provided in the performance contract;

4.6. Violation of any provision of the performance contract or applicable state or federal law; or

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

Notification

If the Board decides not to renew an External Performance 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 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 for established by the Board, 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 also 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; and
- **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):** Use of Technological Resources;
- **FFH(LOCAL):** Student Welfare, Freedom from Discrimination, Harassment, and Retaliation; Prohibition against discrimination, including gender identity; 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 District 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 External Performance Contract Campus to report its performance separately and shall hold each campus accountable for its performance. External Performance Contract Campuses shall provide information and data to the District as required by the District.

To the extent possible, the Board shall minimize administrative and compliance burdens on External Performance Contract Campuses and focus on holding campuses accountable for outcomes rather than processes.

The Board recognizes each External Performance Contract Campus 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 External Performance Contract Campuses in academic, financial, and operational activities.

Data Collection

fiscal management. The Financial Accountability
External Performance Contract Campuses shall provide information and data to the District as required by the District.

The District shall require each External Performance Contract Campus to report its performance separately and shall hold each campus accountable for its performance.

External Performance Contract Campuses are expected to utilize accepted accounting standards and maintain sound financial status. In developing financial metrics and requirements for External Performance Contract Campuses, 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 External Performance Contract 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 HISD’s Charter School Office for collection, and subsequently 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 management. The accounts audited by a certified public accountant (CPA) holding a permit from in good standing with the Texas State Board of Public Accountancy No later than 150 days after the close of the fiscal year, the contracting entity shall deliver the audit report to the Board.

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.
Annually, at a time established by the administration and communicated to the schools Campuses, the following information must be provided:

- Unqualified financial audit for the previous school year performed by a certified public accountant using accepted accounting principles.

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.

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

External Performance Contract Evaluation and Reports

The Superintendent or designee shall develop a school 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. Additional objectives as well as a timeline may be developed for new performance campuses established at existing performance schools that do not meet state accountability standards.

The school campus performance framework shall inform the development of tentative performance contract metrics approved by the Board for all External Performance Contract Campuses. Board decisions related to performance contract renewal, probation, or revocation termination shall be based on the school 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 bi-annually, District staff shall conduct a walk-through 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.

Disclosures and Annual Reviews

Each External Performance Contract Campus shall provide to the district an annual disclosure review due on October 1. The disclosure review shall include:

1. Contact information of the CEO, including email address;

2. Disclosure of the names of board members/officers and their contact information;

3. Disclosure of 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 External Performance Contract Campus 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 Section 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;

4. 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; upcoming 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; and

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 schools campuses the format and process for submission of the review annual disclosure not later than August 1 of each year.

**Campus Autonomy** In accordance with law and the External Performance Contract, the Board shall support the campus’s authority over its campus(es) day-to-day operations.
The performance contract shall define the scope of operational and decision-making autonomies, at minimum, in the areas of, but not be limited to:

a. Curriculum and instruction;
b. Staff selection and professional development; and
c. Administrative procedures.

Conflicts of Interest
The District and the external operating partner shall comply with applicable conflict of interest provisions in law.

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 school's performance contract, in accordance with the terms of the contract and applicable law.

Probation

Criteria

Procedure

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

a. Academic deficiencies;
b. Financial or operational deficiencies;
c. Persistent violation(s) of contractual obligations; or
d. Allegations of violation(s) of law or other serious misconduct/mismanagement;

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

1. The Superintendent administration shall investigate the allegations and hold a conference with the school's CEO and governing body of the charter campus or program to discuss any such alleged the allegations.
2. If the Superintendent administration determines that a violation of law or serious misconduct/mismanagement has occurred, the Chief Operating Executive Officer CEO of the charter campus or program shall respond to the allegation at a public hearing at the next regularly scheduled Board meeting. The Superintendent shall ensure that the issue is on the agenda, or at a time to be determined by the Board President.

3. The Board shall hear the presentation and take action, if necessary, to place the charter campus or program school 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 Chief Executive Officer 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.

If the Board decides to consider revocation of the charter, it shall schedule a public hearing to be held on the campus where the program is located.

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.

If a decision is made to place a campus on probation for academic reasons, the External Performance Contract Campus’s Chief Executive Officer 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 Chief Executive Officer is notified. Notifications to the Chief Executive Officer 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 within 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
REvocation/Termination
OfCharter, 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 non-performance 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 untimely financial reporting and reconciliations, and/or 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.
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 Chief Executive Officer 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 Chief Executive Officer of the charter or External Performance Contract Campus shall respond to the allegation 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 health or safety concern, the Board may immediately suspend charter operations before revocation or termination takes effect.

Notification

If 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 Chief Executive Officer of the action in writing not later than October 31 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

In order to facilitate the transition of students attending schools whose charters or contracts have been non-renewed, revoked or terminated, the District will independently notify parents/guardians affected by the non-renewal/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.