ADDENDUMS REFERENCE

Addendum A-1: Districts Charter Policy

- Local policy
- Model District ELA (LEGAL) and ELA (LOCAL) policies can be found here: https://tea.texas.gov/Texas Schools/District Initiatives/SB 1882 Implementation Update/

Addendum A-2: Adopted School Policies

Local district or operating partner policies and bylaws

Addendum A-3: Student Outcome Goals, Financial Performance Goals, and Performance Consequences

• Please reference the student outcome performance measure template, which can be found here: o https://tea.texas.gov/Texas Schools/District Initiatives/SB 1882 Implementation Update/

Addendum A-4: Charter Proposal (Application)

• Model charter application can be found here: o https://tea.texas.govîTexas Schools/District Initiatives/SB 1882 Implementation Update/

Addendum A-5: District Services and Fees

- A-5a, Funding Template
- A-5b, Menu of Services

Addendum A-6: OP'S Governing Board

• List the members of OP'S Governing Board at the time this Agreement is entered into.

Addendum A-7: Nepotism

Nepotism Restrictions and Accompanying Attachment

Addendum A-8: Child Nutrition Agreement

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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 partnership charters as permitted by law and as described in this policy. The District shall be committed to rigorous decision-making and shall grant campus charters only to applicants that have demonstrated the competence and capacity to succeed in all aspects of the proposed campus charter.

Definitions

Operating Partner

An "operating partner" means a state-authorized open-enrollment campus charter or an eligible entity as defined by law for purposes of contracting to partner with the District to operate a District campus under state law.

Partnership Program

A "partnership program" means a District-initiated program established in accordance with state law in which the Board contracts to operate a District campus in partnership with an open-enrollment charter school or other eligible entity as defined by law.

Compliance with Law

A partnership program shall comply with all applicable requirements of state law, any applicable grant program requirements, local criteria specified in policy, and the applicable charter performance contract. Campus charters shall comply with all federal and state laws governing such charters and shall be nonsectarian. [See EL(LEGAL)]

Application

Process

In establishing a partnership program, the District may issue requests for applications 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 campus charter 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 campus charter.

The application process shall include:

- 1. A comprehensive written application;
- 2. A rigorous review of the application by a charter application review committee;
- 3. A formal recommendation from the review committee to the Superintendent for approval or denial of each application;

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- 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:

- 1. The purpose and community need for the proposed campus charter;
- A statement of the proposed campus charter's mission and goals;
- 3. Identification of the students to be served;
- The academic plan including educational focus, program, curriculum to be offered, and a description of the proposed school day, calendar, and year;
- 5. The plan for meeting the needs of students with disabilities, English language learners, and other special populations;
- 6. The plan for measuring and reporting student achievement and increases in student achievement for all student groups;
- 7. The financial and business plan, including a proposed fiveyear operating budget and a contingency budget for lower than expected enrollment;
- 8. Identification and description, including the expertise and professional backgrounds, of the proposed governing body members and campus leadership;
- The governance and decision-making plan including governing board structure, campus leadership and management structure, and organization chart;
- Indications that the proposed governance structure is conducive to sound fiscal and administrative practices and strong, accountable, independent oversight of the campus;
- 11. Identification and description of any services the proposed campus charter expects to be performed by the District (e.g., transportation, food);
- 12. The proposed campus charter's leadership roles and responsibilities regarding personnel, the budget, purchasing, program funds, and other areas of management;
- The campus charter's staffing and employment plan consistent with federal and applicable state guidelines, including

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- due process, employment contract nonrenewal, and termination procedures;
- Information on the qualifications, experience, recruitment, selection, professional development, and ongoing evaluation of teaching staff to be hired for the campus;
- 15. The proposed student recruitment, enrollment, and withdrawal processes, and a plan for ensuring equitable access in accordance with law:
- 16. The student discipline plan and procedures;
- 17. The petition indicating evidence of support for the approval of a charter as required by law, if applicable; and
- 18. A pre-operational start-up plan detailing tasks, responsible parties, and a timeline for completion.

Review Committee

Composition

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 District staff and external evaluators with relevant and diverse expertise.

Conflicts of Interest

A review committee member shall disclose any potential conflict of interest with an applicant.

Review Process

The review committee may:

- 1. Request additional information or documents from the applicants:
- 2. Schedule interviews with applicants; or
- 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 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 review committee's recommendation, the Superintendent shall make a formal recommendation to the Board for approval or denial of each application.

Charter Performance Contract

If the Board approves an application, the Board shall execute a written charter performance contract that includes provisions as required by law and establishes the legally binding terms under

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which the campus charter will operate and be evaluated during the charter term and for renewal.

Each charter performance contract shall address the material terms of the campus charter's operation as required by law. Each charter performance contract shall be granted for a period of up to ten years with a rigorous review every five years.

Standards

In addition to standards required by law, the charter performance contract shall include additional standards established by the Board, including expectations for academic performance, short-term financial performance, long-term financial stability, and operational and governance performance.

The performance standards shall also address expectations for appropriate access, education, support services, and outcomes for students with disabilities.

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 charter 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 charter performance contract.

To the extent possible, the Board shall minimize administrative and compliance burdens on campus charters and focus on holding campus charters accountable for outcomes rather than processes.

Data Collection

Campus charters 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.

The District shall require each campus charter to report its performance separately and shall hold each campus charter accountable for its performance.

Evaluation and Reports

Annually, the Board shall evaluate each campus charter against the performance standards established by the Board or law.

The Board shall communicate evaluation results to the campus charter'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.

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The Board shall produce for the public an annual report that provides performance data for all the campus charters it oversees, including individual campus performance and overall campus charter performance. The annual report shall at a minimum be posted on the District website.

Campus Charter Autonomy

In accordance with law and the charter performance contract, the Board shall support the operating partner's authority over the campus charter's day-to-day operations.

The Board shall recognize the governing board of the campus charter as independent and autonomous from the Board and District, with full authority and accountability for the campus charter's 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 campus charter of any violations of the charter 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 may place a campus charter on probation or revoke the charter performance contract, in accordance with the terms of the contract and applicable law.

Probation

Criteria

The Board may place a campus charter on probation as permitted by law or the charter performance contract, or for failure to meet academic performance standards.

Procedure

In the event of any indication or allegation that a campus charter has committed a violation of law or the charter performance contract that may warrant probation, the District shall take the following steps:

- 1. The Superintendent shall investigate the allegations and hold a conference with the chief operating officer and governing body of the campus charter to discuss the allegations.
- 2. If the Superintendent determines that a violation or mismanagement has occurred, the chief operating officer of the campus charter shall respond to the allegation at the next regularly scheduled Board meeting.
- 3. The Board shall hear the presentation and take action, if necessary, to place the campus charter on probation. If the Board

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- decides to place the campus charter on probation, it must provide an opportunity for a public hearing as required by law.
- If a campus charter is placed on probation, the campus char-4. ter 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 campus charter's corrective actions and re-evaluating the campus charter's status to determine when the campus may be removed from probation or whether to consider revocation.

Revocation

Criteria

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

The Board shall revoke a campus charter if the District finds clear evidence of a campus charter's persistent or serious underperformance or violation of law, the charter 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
- 2. Persistent or serious violation of a provision of the charter 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;
- Failure for three consecutive years to meet the academic or 5. financial accountability standards outlined in law;
- Failure for three consecutive years to meet the academic or 6. financial performance standards established in the charter performance contract:
- 7. Multiple placements on probation as specified in the charter performance contract; or
- Failure of the District to obtain the benefits of Education Code 8. 11.174 and 42.2511, if applicable.

The Board's decision whether to revoke a campus charter shall be based on the best interests of the students, including a decision by the commissioner to extend an exemption from a sanction or other

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action under Education Code 11.174(g); the severity of the violation; applicable law; and any previous violation committed by the campus charter.

Procedure

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

- 1. The Superintendent shall investigate the allegations and hold a conference with the chief operating officer and governing body of the campus charter to discuss the allegations.
- If the Superintendent determines that a violation or mismanagement has occurred, the chief operating officer of the campus charter shall respond to the allegation at the next regularly scheduled Board meeting.
- The Board shall hear the presentation and take action, if necessary, to revoke the campus charter. If the board decides to revoke the campus charter, 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 charter performance contract, the Board shall notify the campus charter 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 charter performance contract, the Board may renew the contract for up to an additional ten-year term. In accordance with law, the Board shall renew a charter performance contract only if the Board finds that the campus charter has substantially 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 charter performance contract:

- Multiple years and measures of performance against the performance standards and expectations established in the charter performance contract and applicable law;
- 2. Financial audits;
- 3. Performance and compliance reports, including site visit reports, if applicable; and

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4. The campus charter's 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 campus charter, in advance of the renewal decision, a cumulative report that summarizes the campus charter'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 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.

Notification

If the Board decides not to renew a contract, the Board shall notify the campus charter of the action in writing no later than the last Friday in January during the final year of the charter performance contract. The notice shall include the reasons for the action and the effective date of the campus charter closure, which shall be no later than the end of the current school year.

Closure Protocol

The Board 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.

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Note:

The following provisions address requirements for a charter partnership to receive the benefits of Education Code 11.174 and 48.252. For the general campus charter requirements applicable to partnership charters, see EL(LEGAL).

Contract Regarding Operation of District Campus

The board may contract with a partner to operate a campus. The partner may be an open-enrollment charter school or, on approval by the commissioner of education, an entity granted a charter by the district under Chapter 12, Subchapter C that is eligible to be awarded a charter under Education Code 12.101(a). The campus must be granted a charter under Chapter 12, Subchapter C. Education Code 11.174(a), (d)

A campus operated under a contract qualifies for an exemption from intervention as provided below and qualifies for funding as provided by Education Code 48.252 [see Funding for Certain Students, below].

The board may enter into a contract only if:

- 1. The charter of the open-enrollment charter school has not been previously revoked;
- For the three school years preceding the school year of the proposed operation of the campus, the open-enrollment charter school has received:
 - a. An overall performance rating of acceptable or higher; and
 - b. A financial accountability rating indicating financial performance of satisfactory or higher; or
- 3. The entity considered for a district-authorized charter has not previously operated an open-enrollment charter school in which the charter expired or was revoked or surrendered.

Education Code 11.174(a)–(b)

Intervention Pause

For a campus under a contract that received an overall performance rating of unacceptable under Education Code Chapter 39, Subchapter C for the school year before operation under the contract began, the commissioner may not impose a sanction or take action against the campus under Education Code 39A for failure to satisfy academic performance standards during the first two school years of operation of a campus under the contract. [See AIA, AIC]

A campus is eligible for an exemption from applicable sanctions or actions if the campus and the partnership to operate the campus

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meet all applicable requirements and the campus was operated under the partnership from the first to the last day of the school year of the campus. A school year must include, at a minimum, all minutes of operation and instructional time conducted on the campus, and all the days for which the instructional workforce of the campus that provides education services for students are employed.

The overall performance rating received by the campus during those first two school years is not included in calculating consecutive school years and is not considered a break in consecutive school years.

Education Code 11.174(f); 19 TAC 97.1077

Applicability

A campus shall not qualify for an intervention pause unless during the school year prior to the operation of a partnership charter the campus received an unacceptable performance rating, except as provided by 19 Administrative Code 97.1077(e) (campus that operates a partnership charter for less than a year). 19 TAC 97.1062(b)

The Texas Education Agency (TEA) will not withdraw or postpone issuing any orders or determinations required or authorized that arise due to the performance rating from the school year prior to the school year in which the campus qualifies for the intervention pause, and any order or determination will resume upon expiration of the intervention pause.

Any intervention or sanction not covered by the intervention pause shall continue.

If a campus ceases to qualify for the intervention pause at any point during a school year, TEA will resume previously ordered interventions and sanctions, order interventions and sanctions based on the rating from that school year, and count that rating for purposes of consecutive years of performance.

TEA will not pursue interventions under Education Code 39A.101–39A.109 and 39A.111 for a campus eligible for an intervention pause if one of the school years eligible for an intervention pause results in an acceptable or higher overall rating.

If after the expiration of the intervention pause a campus receives an unacceptable rating, TEA will apply the requisite interventions that apply to the consecutive year that corresponds to the campus's actual number of consecutive years of unacceptable performance minus the number of intervention pause years and, if applicable, accounting for the modification under 19 Administrative Code 97.1062(c).

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If a campus qualifies for an intervention pause for a school year after the conclusion of the school year in which an order is authorized under Education Code 39A.111, the intervention under Education Code 39A.111 will not pause.

A campus that receives an intervention pause will still receive an accountability rating for that school year.

Performance of students at a campus that receives an intervention pause shall be considered in the accountability rating of the district and the application of an intervention pause to a campus shall not pause or alter any intervention applicable to the district or other campuses.

Appeal A determination under this section that arises from the application of Education Code 28.020 is final and may not be appealed.

A partial school year that results in an intervention pause under 19 Administrative Code 97.1077(b) or (c) constitutes one full year of a pause. This provision expires on September 1, 2023.

19 TAC 97.1062(d), (f)-(n)

A campus that receives an exemption from a sanction or other action may receive another exemption while operating under a subsequent contract only if the campus receives approval for the exemption from the commissioner. *Education Code 11.174(g)*

A district that enters into a contract is entitled to receive for each student in average daily attendance at the campus an amount equivalent to the difference, if the difference results in increased funding, between the amount described by Education Code 12.106 and the amount to which the district would be entitled under this Education Code Chapter 48. This section applies only to a district that does not appoint a majority of the governing body of the charter holder. Education Code 48.252

Before entering into a contract, the district must consult with campus personnel regarding the provisions to be included in the contract between the district and the open-enrollment charter school. All rights and protections afforded by current employment contracts or agreements may not be affected by the contract entered into between a district and an open-enrollment charter school. *Education Code 11.174(c)*

A district proposing to enter into a contract with a campus or program charter shall notify the commissioner of the district's intent to enter into the contract according to commissioner rules. The commissioner shall notify the district whether the proposed contract is

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Commissioner

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Additional

Exemption

Partial Year

Funding for Certain Students

Consultation with Campus Personnel

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approved not later than the 60th day after the date the commissioner receives notice of the proposed contract and all information required by the commissioner to be submitted. If the commissioner fails to notify the district that the proposed contract has been approved or denied within the period prescribed by this subsection, the proposed contract is considered approved. *Education Code* 11.174(k)

Enrollment Eligibility

The contract must include a provision addressing student eligibility for enrollment.

The contract must provide that any student residing in the attendance zone of the campus as the attendance zone existed before operation of the campus under the contract shall be admitted for enrollment at the campus. The contract must establish enrollment preference for students who do not reside in the attendance zone as follows:

- 1. Other students residing in the school district in which the campus is located; and
- 2. Students who reside outside the school district.

Education Code 11.174(h), (i)

Operating Partner

An operating partner means a state authorized open-enrollment charter school or an eligible entity as defined by Education Code 12.101(a). 19 TAC 97.1075(b)(1)

Conferred Authority

The district must confer, at a minimum, the following enhanced authorities to the operating partner:

Staffing Authorities

- The operating partner must have authority to employ and manage the campus chief operating officer, including the initial and final non-delegable authority to hire, supervise, manage, assign, evaluate, develop, advance, compensate, continue employment, and establish any other terms of employment.
- 2. The operating partner must have authority over the employees of the operating partner, including initial and final non-delegable authority for the operating partner to employ and/or manage all of the operating partner's own administrators, educators, contractors, or other staff. Such authority includes the authority to hire, supervise, manage, assign, evaluate, develop, advance, compensate, continue employment and establish any other terms of employment.

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- The operating partner must have sole authority over the assignment of all district employees to the campus, including initial and final authority to approve the assignment of all district employees or contractors to the campus.
- 4. The operating partner must have initial, final, and sole authority to supervise, manage, evaluate, and rescind the assignment of any district employee or district contractor from the campus. If the operating partner rescinds the assignment of any district employee or district contractor, the district must grant the request within 20 working days.
- 5. The operating partner must directly manage the campus principal or chief operating officer, including having the sole responsibility for evaluating the performance of the campus principal or chief operating officer.

19 TAC 97.1075(c)(1)

Other Authorities

The operating partner must have:

- Initial, final, and sole authority to approve all curriculum decisions beyond the minimum requirements outlined in 19 Administrative Code 74.2 and 74.3 (required elementary and secondary curriculum), lesson plans, instructional strategies, and instructional materials as defined by law, to be used at that campus;
- Initial, final, and sole authority over educational programs for specific, identified student groups, such as gifted and talented students, students of limited English proficiency, students at risk of dropping out of school, special education students, and other statutorily defined populations;
- 3. Initial, final, and sole authority to set the school calendar and daily schedule, which may differ from those in other district campuses;
- 4. Initial, final, and sole authority to select and determine the use of any and all assessments to be used on the campus that are not required by the state of Texas;
- 5. Initial, final, and sole authority to determine how the entire campus budget, including any and all federal and state grant funds due the campus, is allocated. The governing body of the operating partner shall approve the campus budget in a meeting held under the Texas Open Meetings Act [see BE]. Notwithstanding such budget authority, the operating partner's expenditures must comply with the applicable restrictions on the use of state and federal funds; and

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6. Initial, final, and sole authority to implement and adjust the campus budget.

19 TAC 97.1075(c)(2)

Performance Contract

To contract to partner to operate under Education Code 11.174, the district's board must grant the operating partner a campus charter under Education Code Chapter 12, Subchapter C. The charter must include performance expectations memorialized in a performance contract as required by law. The performance contract must include, at a minimum, the following:

- 1. A clear and unambiguous description of enhanced authorities as outlined above;
- 2. Academic performance expectations and goals, which shall include, but are not limited to;
 - For campuses that are paired for accountability purposes, specific annual targets for improved student academic performance;
 - b. For campuses issued an accountability rating under Education Code 39.054, a specific annual target for the overall campus academic rating; and
 - c. Specific consequences in the event that the operating party does not meet the academic performance expectations and goals described in the performance contract;
- 3. Annual financial performance expectations and goals, which shall include, but are not limited to:
 - The completion of an annual independent financial report, including an audit, of the operating partner organization, limited to matters directly related to the management or operation of the campus or campuses;
 - b. Receipt of an unqualified audit opinion, in connection with the annual financial report required above; and
 - c. Specific consequences in the event that the operating partner does not meet the annual financial performance expectations and goals described in the performance contract:
- 4. A description of the campus enrollment and expulsion policies that must comply with Education Code 11.174(i);
- 5. A contract term of up to ten years as required by Education Code 12.0531, with a provision(s) specifying a requirement for a public hearing at least 30 days prior to any district action

- to terminate or extend if required by 19 Administrative Code 97.1075(d)(5);
- 6. A contract term stating that the campus is exempt from laws and rules to the fullest extent allowed by the Education Code, Chapter 12, Subchapter C, and is exempt from all district policies except for laws, rules, and policies that are specifically identified as applicable to the campus in the performance contract:
- 7. A section that describes the funding structure of the partnership as required by 19 Administrative Code 97.1075(d)(7);
- 8. Service-level agreements that list the resources and services the operating partner intends to purchase from the district and the specific costs of such services by pupil, square foot, campus, or the percentage of the total district budget for the specific resource or service. The resources and services may include:
 - a. Facility use and related matters;
 - b. Transportation;
 - c. Specific education program services, such as providing special education services; and
 - d. Access to other resources and services as agreed between the parties;
- A section that describes the educational plan or academic model that the operating partner will implement on the campus or campuses;
- 10. An assurance that the district has consulted with campus personnel regarding the provisions included in the performance contract and that the rights and protections afforded by current employment contracts or agreements shall not be affected by this contract as required by Education Code 11.174(c), unless the district is partnering with an entity described in Education Code 11.174(a)(2); and
- 11. A description of the specific and material consequence(s) in the instance that either the district or the operating partner breaches the contract.

19 TAC 97.1075(d); Education Code 12.0531

Eligible partnerships must notify TEA of amendments to performance contracts within 30 calendar days of the amendment of the contract. 19 TAC 97.1075(g)

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TEA Monitoring

The commissioner shall continue to evaluate and assign overall and domain performance ratings under Education Code 39.054 to the campus. In order to qualify for ongoing benefits subsequent to initial eligibility validation or approval, the eligible partnership campus must comply with all information requests or monitoring visits deemed necessary by the TEA staff to monitor the ongoing eligibility of the partnership. 19 TAC 97.1075(h)—(i)

Entity Granted a Charter by the District

Title 19 Administrative Code 97.1079 applies only to districts that intend to contract to partner to operate a campus and receive benefits under Education Code 11.174(a)(2).

Definitions

Eligible Entity

"Eligible entity" means an institution of higher education, a nonprofit organization, or a governmental entity. For applicants seeking approval of an institution of higher education, which has been granted a charter in accordance with Education Code Chapter 12, Subchapter E, the commissioner will treat the institution of higher education as an open-enrollment charter.

Campus

"Campus" means an organizational unit operated by a district that is eligible to receive a campus performance rating in the state accountability system, including a rating of Not Rated or Not Rated: Data Integrity Issues. This definition includes a charter school campus.

Applicant

"Applicant" means a district seeking approval to receive benefits for an eligible entity to contract to partner to operate a campus.

Proposed Operating Partner

"Proposed operating partner" means an eligible entity seeking approval in coordination with a district to contract to partner to operate a campus.

19 TAC 97.1079(b)-(c), .1051(3); Education Code 12.101(a)

Eligibility Approval Process

TEA shall review application packages submitted under this provision. If TEA determines that an application package is not complete and/or the applicant does not meet the eligibility criteria, TEA shall notify the applicant and allow ten business days for the applicant to submit any missing or explanatory documents.

Upon written notice to TEA, an applicant may withdraw an application package.

19 TAC 97.1079(e)(2)-(3)

Public Information

All parts of the district's eligibility approval request are releasable under the Texas Public Information Act [see GBA] and will be posted to the TEA website. Information described in 19 Administrative Code 97.1079(e)(4) must be excluded or redacted from an eligibility approval request. 19 TAC 97.1079(e)(4)

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Criteria for The commissioner shall consider the criteria described in 19 Ad-Approval ministrative Code 97.1079(e)(9) when determining approval to con-

tract to partner to operate a campus and receive benefits under

Education Code 11.174(a)(2). 19 TAC 97.1079(e)

Appeals A decision made by TEA to deny, remove, or return an eligibility ap-

proval request is a final administrative decision of TEA and may not

be appealed under Education Code 7.057. 19 TAC 97.1079(f)

ADDENDUM A-2

The below shall serve as the governing policies for the School partnership between OP and the District. The Parties have reviewed and agreed that the following District Policies shall be applied and enforced at the School (all policies below include Legal, Local, Regulation, and Exhibit, when applicable, and unless otherwise stated):

- 1. Evaluation of Employees: BJCD, DN, DNA, DNB
- 2. Child Abuse: BQ, DI-I, DIA, FFG, FFH, GRA
- 3. Civil Rights: DAA, DIA, FB, FFH, GA, FB, FFH, FN, GRA
- 4. Code of Ethics: BBD, BBF, CAA, DBD, DH
- 5. Complaints/grievances: DAA, DGBA, DIA, EFA, GA, GF, FB, FFH, FNAA, FNG
- 6. Conditions of Employment: DBA, DAA, DBB, DEC, DB, DC, DK, DBE, DBD, DECA
- 7. Conduct: FO, DI-I, GKA, FNC, FNCA, FNCB, FNCC, FNCD, FNCE, FNCG, FNCH, FNCI, FO
- 8. Contracted Bus Services: CAN
- 9. Criminal Activity: DH, DI, FL, FOD, GRA, DJA, DBAA, GKG
- 10. Crossing Guards: GRB
- Il. Custodial Services: CLB, GKD
- 12. Custodian of Records: CPC, FL, GBA
- 13. Disabilities: EHB, El-IBA, EHBAA, EHBAB, EHBAC, EHBAD, EHBAE, EHBH, FB, DBB
- 14. For District Employees: DFCA, DCD, DFAA, DCED, DFAA, DFBA, DFCA, DFBA
- 15. Discrimination: DAA, DAB, DAC, DIA, CS, DAA, DIA, GA, El-IBA, FB, FD, FDAA, FFH
- 16. Drugs: DH, DI, FNCF, FNF, DHE
- 17. Due Process: DOA, FNG, GF, DFCA, DFD, DFAA, FOA, FOD, FOE, FOF, BJCE, BJCF, DFBA, DFBB
- 18. Duty-free Lunch: DL
- 19. Dyslexia: BQ, EHB, EHBC, EKB, EKC, El
- 20. Emergency: BE, CKD, FFAC, FOE, CKC, CFI, CKC, FFB, FFE
- 21. Facilities: DL, GKD, GKA, GKC, CS, CT, CV, CVA, CVB, CVC, CVD, CVE, CVF, CS
- 22. Fair Labor Standards Act: DEAB
- 23. FERPA: FL
- 24. FMLA•, CRD, DECB
- 25. Federal Gun Free School Zones Act: GKA
- 26. Felony Offenses: BBC, DF, DI-I, FOC, FOD, GRA
- 27. First Amendment: BED, CPAB, DF, EFA, EMB, EMI, FMA, FNA, FNAA, GKDA
- 28. Flag Display: CLE
- 29. Food Allergy Management Plan: FFAF
- 30. Food Service: COB, CO, FF A, COA, FF A. CFEA
- 31. FAPE: EHBA, EHBAA, EHBAB, EHBAC, EHBAD, EHBAE
- 32. Gender-based Harassment: DAA, DIA, FB, FFH, FNC
- 33. Grandparent (resident caretaker): CAN, FD
- 34. Guns: CKC, DH, EHAD, FNCG, FOD, GKA
- 35. Harassment: DAA, DI-I, DIA, DIA, FB, FFH, FFI, FNC, DIA

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- 36. HIPPA: CRD
- 37. Holidays: DEI), EB, FEA
- 38. Homeless Students: CAN, EHBC, EHBD, EHDC, El, FB, FD, FDC, FFAB, FFC
- 39. Illness: DBB, FEC, FFAC, FFAD
- 40. Immunizations: FD, FF AB
- 41. Inclement Weather: CKC
- 42. Intellectual Property Rights: CY
- 43. Juveniles: FODA, FED, EEM, GRAC
- 44. Law Enforcement: GRA, CKE, GKA, FL, GRA, DH, FFG, FNF, Cl
- 45. Learning Disabilities: EHB, El-IBA, EHBAA, EHBAB, EHBAC, EIE
- 46. Legal Services: BDD
- 47. Life Skills Program: El-IAD
- 48. Maintenance: CNBA, CLB
- 49. Metal Detectors: FNF, GKA
- 50. Minutes from Meetings: BDM, BEC
- 51. Nursing Mothers: DGB
- 52. Office Management: CPA, BBI, CQ, cy, CPAB, CPAA, CPC
- 53. Records: BBE, DBB, DHE, FFAD, FL, GBAA, CPC, FL, BGA, FBAA, El-IBA, EHBAA, EHBAD, EHBAE, EHBAF, FL
- 54. Records, attendance: FE, FEA, FEB, FEC, FED, FEE, FEF
- 55. Religious Freedom Restoration Act: FNA
- 56. Repairs: CNB
- 57. Retirement: DPB, CFEA

Academic Performance Goals

Academic Goal #1	2021-2022	2022-2023	2022-2023	2023-2024	2024-2025
Campus Rating (Paired with Galveston ISD)					
D-F: Improvement Required C: Developing B: Meets Standard A: Exceeds Standard	Letter Grade Galveston ISD				

Academic Goal #2a	2021-2022		2022-2023		2022-2023		2023-2024		2024-2025	
Rapid Vocabulary Naming	Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range	
	воу	EOY								
Percent of indicators met at EOY: <65% Improvement Required 65-75% Developing 76-85% Meets Standard 86-100% Exceeds Standard										

Academic Goal #2b	2021-2022		2022-2023		2022-2023		2023-2024		2024-2025	
Phonological Awareness Composite results	Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range	
Composite results	воу	EOY								
Percent of indicators met at EOY: <65% Improvement Required 65-75% Developing 76-85% Meets Standard 86-100% Exceeds Standard										

Academic Goal #2c	2021-2022		2022-2023		2022-2023		2023-2024		2024-2025	
Book and Print Knowledge Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range		
	воу	EOY	воу	EOY	воу	EOY	воу	EOY	воу	EOY
Percent of indicators met at EOY: <65% Improvement Required 65-75% Developing 76-85% Meets Standard 86-100% Exceeds Standard										

Academic Goal #2d	2021-2022		2022-2023		2022-2023		2023-2024		2024-2025	
Story Retell and Comprehension	Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range	
Comprehension	воу	EOY	воу	EOY	воу	EOY	воу	EOY	воу	EOY
Percent of indicators met at EOY: <65% Improvement Required 65-75% Developing 76-85% Meets Standard 86-100% Exceeds Standard										

Academic Goal #2e	2021-2022		2022-2023		2022-2023		2023-2024		2024-2025		
and learn		Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range	
	воу	EOY	воу	EOY	воу	EOY	воу	EOY	воу	EOY	
Percent of indicators met at EOY: <65% Improvement Required 65-75% Developing 76-85% Meets Standard 86-100% Exceeds Standard											

Academic Goal #2f	2021-2022		2022-2023		2022-2023		2023-2024		2024-2025	
Math Composite	Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range	
	воу	EOY								
Percent of indicators met at EOY: <65% Improvement Required 65-75% Developing 76-85% Meets Standard 86-100% Exceeds Standard										

Academic Goal #2g	2021-2022		2022-2023		2022-2023		2023-2024		2024-2025	
Science	Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range	
	воу	EOY								
Percent of indicators met at EOY: <65% Improvement Required 65-75% Developing 76-85% Meets Standard 86-100% Exceeds Standard										

Academic Goal #2h	2021-2022		2022-2023		2022-2023		2023-2024		2024-2025		
Social-Emotional Behaviors			and learning	Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range		Percentage at developmental and learning expectations at age-appropriate range	
	воу	EOY	воу	EOY	воу	EOY	воу	EOY	воу	EOY	
Percent of indicators met at EOY: <65% Improvement Required 65-75% Developing 76-85% Meets Standard 86-100% Exceeds Standard											

The Operating Partner will present information on academic progress and additional information at quarterly reports to the District Board of Trustees. EOY academic performance will be presented to the District School Board at the fourth quarterly report. The Quarterly Reports presentation dates will be held at the October, January, April, and July School Board Meetings.

Academic Performance Consequences:

- 1. If the School exceeds its academic target goals on all indicators, the School is demonstrating exemplary performance and is on track for charter renewal and consideration for expansion.
- 2. If the School meets its academic target goals on all indicators, there is no follow-up action indicated.
- 3. If the School does not meet its academic target goals on all indicators on initial review, the School will develop a Corrective Action Plan to be approved first by the School's Board of Directors and then by the District's Board of Trustees. Progress on the CAP will be reported to both boards on a quarterly basis.
- 4. If, in the course of the following school year, the School does not demonstrate a minimum of a 10% improvement towards meeting the standards in the academic standards areas in which it was deficient, then the School will be placed on 3 year(s) probation. The CAP will be updated and reports to both the School's board and the District's Board of Trustees will be made monthly.
- 5. If, at the end of the probationary period, the School has not made significant progress towards meeting the academic goals, the District authorizer may extend the probationary period or terminate the contract.

Financial Performance Goals

Finar	icial Performance Measures	2021-2022	2022-2023	2022-2023	2023-2024	2024-2025
#1a	Annual Independent Financial report meets expectations outlined in Texas Administrative Code §109.23 (relating to School District Independent Audits and Agreed-Upon Procedures).					
#1ai.	The annual independent audit must provide an audited balance sheet or Statement of Financial Position to district authorizers.					
#1aii.	The annual independent audit must provide an audited income statement or Statement of Activities and Changes in New Assets to district authorizers.					
#1aiii	The annual independent audit must provide an audited statement of cash flows to district authorizers.					
#1aiv.	The annual independent audit must provide notes to the audited financial statements to district authorizers.					
#1av.	The annual independent audit must provide charter school board-approved budget with enrollment targets to district authorizers.					
#1avi.	The annual independent audit must provide an annual debt schedule indicating the total principal and interest due to district authorizers.					
#1b	The Operating Partner shall obtain an unqualified audit opinion, in connection with the annual financial report.					
#1c	The Operating Partner must operate within available funding, and any budget variances must be addressed by modification of spending plans and practices.					
#1d	The Operating Partner will have a minimum of 30 days Cash on hand.					

The Operating Partner will present information of academic progress and additional information at quarterly reports to the District Board of Directors. The Quarterly Reports presentation dates will be held at the October, January, April, and July School Board Meetings.

Financial Performance Consequences:

- 1. If the campus *Meets Standard* on all financial goals based on an initial review requires no follow-up action by the district authorizer.
- 2. For the purposes of annual reporting and high-stakes decision making, if the school does not *Meets Standard* based on an *initial* review of the school's financial goals, the Operating Partner will develop of a corrective action plan (CAP) to address the deficiencies. The CAP will be approved by the District Board of Trustees. Progress toward the goals identified in the CAP will be reported to the District Board of Trustees by the COO during the quarterly reports.
- 3. If the school does not *Meets Standards* or show growth towards meeting standards on the same financial goal during the following year, the OP will be placed on a 3-year probation. The CAP will be updated by the OP to reflect the needs, and findings will be presented to both the District's Board of Trustees and the MECC Board of Directors on a monthly basis.
- 4. After the probationary period, if the OP has not made significant progress towards meeting the financial goals, the district authorizers may extend the probationary period or terminate the contract.

Student Based BudgetingNegotiating Financials Template

INTRODUCTION

This document is intended to support a district's work with planning and negotiating financials for SB 1882 partnerships. It is intended to serve as a tool during the negotiation process but please note that all final financial stipulations must be included in the district's performance contract with the operating partner.

TABLE OF CONTENTS

TAB		DESCRIPTION
	Worksheet A	Factors Used in Calculations
	Worksheet B	Campus Revenue
	Worksheet C	Campus Specific Expenses
	Worksheet D	District Level Expenses
	Worksheet E	Campus Income Statement

HOW TO USE THIS DOCUMENT

Step 1: Complete worksheets A through D

Step 2: Review and discuss worksheets A through D

Step 3: Complete Worksheet E based on the completion of worksheets A through D

Worksheet A

Factors Used in Calculations									
Factor	District (A)	Campus (B)							
Projected Student Enrollment (ADA)	6,720	126							
Anticipated Number of Bus Routes	45	2							
Building Square Footage	1,674,699	65,000							

Note: If campus specific data is not available, use district averages for like campuses (i.e. elementary, middle, or high school).

All numbers have been updated.

These are District wide and MECC

Enrollment Estimates for 21-22

Pre-K 3 119 Enrollment report 3-26-21

Pre-K 4 15 Email from Karin Miller 4-1-21 and 4-6-21

Total Projected Enrollment 134

Attendance 94% ADA Report for 8/24/20 thru 3-26-21

ADA Estimate at 100% 125.96
ADA Estimate at 50% 62.98

Worksheet B

Campus Revenue					
Source	Amount (A)	Per Student			
State and Local Revenue (General Fund)	\$621,106				
PreK 3/4 Local Adjustment	\$621,106	\$4,931			
State 1882 Funds	\$107,536	\$854			
Total	\$1,349,748	\$10,716			

Note: If campus specific data is not available, use district averages for like campuses (i.e. elementary, middle, or high school).

Formula Funding Estimates - 21-22

Total for GISD - Omar's r. 11 on 5-21-2021 Per ADA \$59,645,112 \$9,862

Total for MECC per ADA

\$621,106

1882 Worksheet on 3-10-21

Funding \$ 90,149 ADA 52.797 per ADA \$ 1,707.46

Estimate of 1882 funding @ 62.98 ADA

107,536.11

Projected ADA from Tab A 125.96

Worksheet C

Expense	Amount (A)	Per Student	
taffing Allocation (including benefits)		n - 4	
Administration			
Classroom Teachers			
Classroom Support Staff			
Admnstrative Assistant and PEIMS Clerk			
SPED Instructional Aide			
SPED Services as needed	\$46,705	\$371	
Counselor (1FTE)			
PE Teacher (.5 FTE)			
Music Teacher (.5 FTE)			
Art Teacher (.5 FTE)			
Librarian (.5 FTE)			
Technology Specialist (.5 FTE)			
TEA Pre-K Adoption - Frog Street	\$12,984	\$103	
Discretionary Budget (per student allocation)			
Copier Contract **			
Plant Maintenance and Operations			
Building Maintenance (Square Footage)	\$73,541	\$584	
Ground Maintenance (Actual)	\$1,742	\$14	
Utilities (Square Footage)	\$76,619	\$608	
Transportation			
Regular Routes	\$76,651	\$609	
Field Trips/Extra Requests^^			
Cafeteria Management and workers			
Custodial Services and Supplies			
Capital Outlay (including technology)	\$14,695	\$117	

Worksheet D

נָסן	\$	7,934,584	181'1\$	566'07L\$	
curity and Monitoring Services - Function 52	\$	760'791'1	٤٤١\$	784,12\$	
nagement Information Services and Network Services	\$	E84'172'1	7 87\$	957'67\$	
səziviə2 Vgolonhɔ					
ลินเJasnuoว - รอวivาaวิ trabi					
ıdent Management Services					
alth Services					
29 Aris Services					
ndent Support Services					
bstitute Services (Coordinator and Frontline)					
ecial Programs Management Services (Special Education)	\$	Z01'61+	79\$	SZ1\$	
tructional Support Services	\$	EÞ1,201	SI\$	516'1\$	
rriculum Development Services	\$	111'10+	09\$	815'2\$	
structional & Student Support Services					
man Resource Services					
ident Attendance Accounting and PEIMS Services	\$:	867,771	97\$	EZE'E\$	
erational Management - directors, insurance etc.	\$	148'984'	E9E\$	949'57\$	
mmunication Services	\$	890'208	97\$	954'5\$	
siness and Financial Services	\$	7Z8'907	19\$	979'4\$	
neral Administration Services - Function 41, org 701, 702 and 703	\$	919'056	171\$	818'21\$	
moiteration					
Exbense	ntsiQ	(A) elstoT toi	District	sndwec	
IISIA	ct Level Exp				

Worksheet E

Campus Income Sta			
	Amount	Per Student	
Total Revenue (Worksheet B)	\$1,349,748	\$10,716	
(minus) District Services (Total from Worksheet D, Column B)	\$140,995	\$1,119	
Total Campus Budget Allocation	\$1,208,753		
minus) Partner Chosen District Services (From Worksheet C, Column A)	\$302,937	\$2,405	
Remainder to Operate Campus	\$905,816	\$7,191	

Appendix

ADDITIONAL CONSIDERATIONS

-- For partner-managed school actions, Texas districts can open the partner-managed school in

Timing of SB 1882 Funding Dispersal: -- New campuses receive SB 1882 funding at the conclusion of the school year

RESOURCES

RESOURCE	DESCRIPTION
TX Partnerships	TEA's Texas Partnerships Site with Tools and Resources
TEA Grant	TEAs Site with Grant Applications
TASBO	Texas Association of School Business Officials



GALVESTON ISD MECC PARTNERSHIP 2021-2022 MENU OF SERVICES

Service	Description of Service	Total Cost			
Custodial					
Custodial Services	Full custodial services, supplies, and personnel	\$3.08 per square foot			
	Building and Grounds				
Routine Maintenance	HVAC, plumbing, electrical, structural, etc.	Labor and supplies: \$1.14 per sq. ft.			
Grounds	Maintaining the campus grounds, trees, etc.	\$5,953 annually to cut grass, trim trees, and spray for pests			
Utilities	Electricity, natural gas, water, and wastewater (The total cost included in this Menu of Services is approximate. The actual cost of utilities will be charged to the OP)	\$76,619 annually			
	Transportation Services	s			
Bus Routes and Field Trips	Additional bus routes	\$6.73 per mile – or the most recent rate as submitted to TEA in the annual Operations Cost Report			
Field Trips	Cost of special trips	Same as above			
Copier					
Copier Contract	Includes rental and machine service (The total cost included in this Menu of Services is approximate. The actual cost of copies will be paid by the OP)	\$3,400 per copier annually			



GALVESTON ISD MECC PARTNERSHIP 2021-2022 MENU OF SERVICES

Student Services				
Special Education	ARD / Assessment	\$1,551.25 per pupil		
Services	Speech Therapy	\$1,562.40 per pupil		
	Occupational Therapy/APE	\$1,894.13 per pupil		
	Physical Therapy	\$2,476.77 per pupil		
	Vision Impairment	\$7,109.42 per pupil		
	Orientation and Mobility	\$996.83 per pupil		
	Auditory Impairment	\$16,423.00 per pupil		
504 Support	Training and Case Management	\$5,000 per school		
Plan4Learning	Campus Improvement Plan Service	\$500 per campus		
Student Health Services	Cost of RN health services and duties and responsibilities of these services, health service supplies, and health software access	\$178.50 per student		
Eduphoria	Data Disaggregation TTESS/TPESS Professional Development Tracking Services	\$4,060 per campus		



GALVESTON ISD MECC PARTNERSHIP 2021-2022 MENU OF SERVICES

Food Service Food Service					
Daily Breakfast/Lunch Service	Publicized breakfast and lunch fees	As per separate contract			
	Auxiliary Facility Renta				
Facility Rental		Facility Use Charges published by the District			
	Business Services				
Contractor Criminal History Background Checks		\$48.50 per background check			
Purchasing Services		Purchasing administrative charge of 3% to all orders			
Technology Devices					
Chromebooks, Laptops, and Desktops	Requests for additional technology devices will be quoted by current district vendors	OP will be charges as per quote			



" Giving all Galveston children the opportunity to soar"

Board of Directors

Betty Massey, President

Jeri Kinnear, VP

Dr. John Prochaska, Secretary

Angela Brown, Treasurer

Erica Adams, Member

Weez Doherty, Member

Marcus Parker, Member

Dr. Amber Brown, Member

Professional Experience/Employment

BA, History, Teacher/Director-East End Preschool, Education Director-Galveston Historical Foundation, **ED-Mary Moody Northern Endowment**

MA, Liberal Arts, Business owner Interior Design (retired)

Doctorate in PH, Assistant Professor, Department of Preventive Medicine & Community Medicine-UTMB

BA, Sociology, Business Mgr/Owner (retired)

MA, Politics, Executive Director-GSCA, Director-New Leaders, **Director of Strategic Development-Commit**,

MS, Ed, Adjunct Instructor-Galveston College, Teacher-GISD, GISD Board Member/VP-GISD, School Accreditation Evaluator-Advan-Ed (retired)

BA, Communications, Sr Manager Lakeshore Learning

Ed.D., Early Childhood, Associate Professor Early Childhood Education-UHCL

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ADDENDUM A-7

NEPOTISM RESTRICTIONS AT CHARTER SCHOOLS

I. NEPOTISM RESTRICTION ON SCHOOL SUPERVISORS

Principals and supervisors at a charter school may hire and/or retain employees at the same school or work location who are related within the first, second, or third degree of consanguinity or affinity. Notwithstanding this provision, principals and supervisors are subject to the prohibition against employees reporting directly or indirectly to their own relatives, as described herein:

A charter school employee shall not be assigned to work in a school, building, or department where the employee reports directly or indirectly to an administrator to whom the employee is related within the second degree by blood or marriage. If such situations develop as a result of marriage, administrative transfer due to reorganization, or similar circumstance, both of the employees involved shall bring it immediately to the attention of the appropriate administrator for resolution.

II. LIMITED NEPOTISM RESTRICTION RELATING TO THE SCHOOL'S CHIEF ADMINISTRATIVE OFFICIAL

There is no restriction against the top administrative official at a charter school, whatever the official title, (e.g., superintendent, president, founder of schools, CEO etc.) from appointing a person, to whom the official is related, to a position at the charter school, whether as an employee or as an independent contractor. However, if the person appointed to a position at the charter is related to the top administrative official by consanguinity (blood) within the third degree or by affinity (marriage) within the second degree, the official shall, before making the appointment, make a determination that the positives of appointing the person outweighs any possible negatives associated with a nepotistic appointment.

III. LIMITED NEPOTISM RESTRICTION RELATING TO SCHOOL BOARD MEMBERS

There is no restriction against the charter appointing a person, who is related to charter board member, to a position at the charter school, whether as an employee or as an independent contractor. However, if the person appointed to a position at the charter is related to a charter board member by consanguinity (blood) within the third degree or by affinity (marriage) within the second degree, the top administrative official at the school shall, before making the appointment, make a determination that the positives of appointing the person outweighs any possible negatives associated with a nepotistic appointment.

ATTACHMENT TO ADDENDUM A-7

The following illustrations depict the relationships that violate the nepotism restrictions set forth in EXHIBITB.

CONSANGUINITY (Blood Kinship):

- Charter School top administrative official or board member is prospective employee's:
- First Degree Parent Child
- Second Degree Grandparent Grandchild Sister/Brother
- Third Degree Great-Grandparent Great-Grandchild Aunt/Uncle Niece/Nephew

AFFINITY (Marriage Kinship): Charter School top administrative official or board member's spouse is the prospective employee.

OR

Charter School top administrative official or board member's spouse is prospective employee's:

OR

Prospective employee's spouse is Charter School top administrative official or board member's:

- First Degree Parent Child
- Second Degree Grandparent Grandchild Sister/Brother

NOTE: The spouses of two persons related by blood are not by that fact related. The affinity chart supposes only one affinity relationship between the Charter School top administrative official or board member and prospective employee through either of their spouses.

Contract for GISD Child Nutrition to provide meals for Moody Early Childhood Center 2020-2021

Start Date: August 24, 2020-May 27, 2021 (June 1,2020-August 20,2021 will have service for FREE breakfast and lunch through the Summer feeding program)

Meal serving times:

Breakfast

- 7:00 a.m.-7:30 a.m. Pre-K (serve in the dining room) (head start= 60 students Pre-K =90) (PENDING RETURN TO SCHOOL- GISD is offering curbside meals for GISD students)
- 7:30 a.m.-8:00 a.m. Infants (12-17 m delivery to classrooms)
- 8:00 a.m.- 8:30 a.m. Toddler (18-36 m-deliver to the classrooms)

AM Snack 10:00 a.m. (juice/snack)

Lunch

- 10:30 a.m.-12:00 p.m. Pre-K +
- 12:00 p.m.-12:30p.m. Infants (12-17 m delivery to classrooms)
- 12:30 p.m. -1:30 p.m. Toddler (18-36 m-delivery to the classrooms)

PM Snack 3:30 p.m. (juice/snack)

Number of meals expected: 113 meals

2 classrooms of 12-17 months: T1 (16 children)

2 classrooms of 18-23 months: T2 (16 children)

5 classrooms of 24 - T3: T2 & T3 (40 children)

10 classrooms of PK+ (80 children)

Description of daily process at Site:

PENDING returning to school – Breakfast for all students will be prepared and packed igloos/coolers and will be picked up in the cafeteria by the MECC staff each morning with specific number of meals to be prepared determined by MECC staff unless a change is communicated to the Cafeteria Staff. After breakfast (by 10:00 a.m.) an updated count can be given to the Cafeteria Staff for the remaining meals of the day. This will cut down on waste and cost. MECC will be billed for meals ordered. MECC staff is responsible for the disposal of all leftover meals. GISD Staff will pick up PM snack igloo/cooler at this time.

AM snack will be prepared in igloos/coolers and brought to the designated area for MECC staff to distribute. All snacks will be in one igloo. GISD CN staff will pick up the breakfast igloos/coolers at the time.

Lunch for all children will be put into to go containers and placed on a cart MECC provides and MECC staff will take the meals to the designated area to serve the children. MECC staff will bring the AM snack igloo/coolers when picking up lunch. See serving time above.

PM snack will be prepared in igloos/coolers and brought to the designated area by GISD CN for MECC staff to distribute. All snacks will be in one igloo and will be delivered at 1:30 p.m.

Services dates: GISD CN will serve this contract Monday-Friday following the GISD school schedule.

No meal service on: September 2- Labor Day, October 5-Teacher Conference, November 23-27-Thanksgiving, December 21-Jan 4th- Christmas, January 18- MLK, February 22-Teacher Conference, March 15-19 -Spring Break, April 2-Good Friday, May-31- Memorial Day, July 2-holiday

(Aug- 6, September-21 days, October-21 days, November -16 days, December- 14 days, January- 18 days. February-19 days, March -17 days, April-21 days, May- 19 days. (FREE summer feeding June 22 days, July-22 days, Aug-15 days of =231

GISD CN Director will work with the MECC Director for June, July and August-FREE Summer Feeding Program. Only 2 meals are served free (breakfast/lunch) during Summer Feeding; however, snacks can be purchased through the GISD CN department, if needed, to cover the AM and PM snacks.

Allergies and Special Diets: Parents must complete the Diet Modification form (to get this form parents can go to the GISD Child Nutrition website under information) and give a copy to the MECC Nurse and GISD Child Nutrition manager. With this note, we are able to accommodate the request properly.

Cost per Meals:

Breakfast \$1.80 (includes entrée, fruit & Milk)

AM Snack \$.60 (juice/snack)

Lunch \$2.75 (includes entrée, fruit, vegetable & Milk)

PM Snack \$.60 (juice/snack)

Price of meals includes: Food, non-food items (paper goods) and labor

Billing: Meals served daily will be signed for by a MECC staff member per meal service. An invoice will be sent monthly for all the meals served that month. Payment is expected within 30 days of sending invoice.

Jennifer Douglas, Director of Child Nutrition

Connie Morgenroth, Assistant

Superintendent for Business and Operations

Karin Miller, Director of MECC

Betty Massey, MECC President