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| **Performance Contract Rubric** | | | | | | | | |
| ***This is the rubric that TEA will use to evaluate contracts for benefits eligibility. Districts should use this document to self-assess their contracts to ensure they will meet requirements.***  **Instructions for TEA Evaluators:**   1. In the [Evaluation Information](#Evaluation) section, fill in your name, the name of the district/operating partner, and the name of the school(s). 2. During your initial individual analysis:    1. Highlight the elements of the success criteria that are met in the performance contract submitted by the district and select a score under “Initial TEA Review” for the success criteria (Meets, Partially Meets, or Does not Meet). *Note: a bulleted list of all success criteria can be found in the* [*appendix*](#Appendix)*.*    2. Identify any evidence/criteria that are missing in the “Needs Follow-up” column under “Initial TEA Review.” You may also identify potential follow up questions here. Be sure to include page or section references where applicable.    3. Select a subsection rating (Meets, Partially Meets, Does Not Meet):       * The subsection ratings are included in the rows in gray above the success criteria for that subsection.       * The subsection rating should align to your success criteria ratings. For example, if there are four success criteria in a subsection, and the document only met two of those success criteria, you might select “Partially Meets” for your subsection rating. 3. If the district needs to resubmit the performance contract, use the “Resubmission” column to provide your final evaluation of that success criteria based on the additional information received.   Please note that your comments and evidence are as significant as your rating, and there should be clear alignment between the comments you provide and the rating you selected. | | | | | | | | |
| **Evaluation Information** | | | | | | | | |
| * Evaluators will use the following criteria to rate the performance contracts. * Ratings should be given based on tangible evidence provided in the contract. * Within each section, specific criteria define the expectations for a strong response that “Meets the Standard.” Evaluators will rate responses by applying the following guidance:   **Meets the Standard**: The contract meets all of the criteria described in that section of the rubric. It includes clear evidence that addresses the topic with specific and accurate information; presents a clear, realistic picture of how the school expects to operate; and inspires confidence in the applicant’s capacity to execute the contract with fidelity.  **Does Not Meet the Standard**: The contract does not meet all of the criteria described in that section of the rubric, or it is wholly undeveloped or significantly incomplete; demonstrates lack of evidence; or otherwise raises substantial concerns about the viability of the plan or the applicant’s capacity to execute the contract with fidelity. | | | | | | | | |
| **Evaluator Name:** | | **District/Operating Partner:** | | | | **Name of Campus(es):** | | |
| **Application Package Requirements** | | | | | | | | |
| **The contract does not include provisions that make it ineligible for review.** | | | | **Meets** | | | **Does Not Meet** | |
| **Success Criteria** | **Initial TEA Review** | | | | **Resubmission** | | | |
| **Score** | | **Needs Follow-up** | | **Score** | | | **Evidence** |
| The performance contract is not contingent on approval of benefits under TEC, §11.174(a)(2) | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| The performance contract is not contingent on a performance rating assigned to the campus based on performance that occurred prior to the operation of the campus by the operating partner | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| **Authorities of the Operating Partner** | | | | | | | | |
| **The operating partner has clear and unambiguous authority over staffing at the campus.** | | | | **Meets** | | | **Does Not Meet** | |
| **Success Criteria** | **Initial TEA Review** | | | | **Resubmission** | | | |
| **Score** | | **Needs Follow-up** | | **Score** | | | **Evidence** |
| Initial, final, and sole authority to employ and manage the campus chief operating officer. This includes initial and final non-delegable authority to hire, supervise, manage, assign, evaluate, develop, advance, compensate, continue employment, establish any other terms of employment. | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| The contract establishes that 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. | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| Initial, final, and sole authority over the employees of the operating partner. This includes 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. | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| 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 | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| Initial, final, and sole authority to supervise, manage, evaluate, and rescind the assignment of any district employee or district contractor from the campus | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| If operating partner rescinds the assignment of any district employee or district contractor, the district must grant the request within 20 working days | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| **Academic Program: The operating partner has clear and unambiguous authority over the entire academic program offered at the campus.** | | | | **Meets** | | | **Does Not Meet** | |
| **Success Criteria** | **Initial TEA Review** | | | | **Resubmission** | | | |
| **Score** | | **Needs Follow-up** | | **Score** | | | **Evidence** |
| Initial, final, and sole authority to approve all curriculum decisions beyond the minimum requirements outlined in 19 TAC §74.2 (relating to Description of a Required Elementary Curriculum) or 19 TAC §74.3 (relating to Description of a Required Secondary Curriculum) to be used at the campus | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| Initial, final, and sole authority to approve lesson plans to be used at the campus | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| Initial, final, and sole authority to approve instructional strategies to be used at the campus | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| Initial, final, and sole authority to approve instructional materials, as defined in TEC, §31.002(1), to be used at that campus | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| 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 | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| 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 | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| Initial, final, and sole authority to set the school calendar and the daily schedule, which may differ from those in other district campuses | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| **The operating partner has clear and unambiguous authority over the campus budget** | | | | **Meets** | | | **Does Not Meet** | |
| **Success Criteria** | **Initial TEA Review** | | | | **Resubmission** | | | |
| **Score** | | **Needs Follow-up** | | **Score** | | | **Evidence** |
| Initial, final, and sole authority to determine how the entire campus budget, including any and all federal, state, and local funds, due to the campus, is allocated | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| Initial, final, and sole authority to implement and adjust the campus budget | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| **Performance Goals** | | | | | | | | |
| **The contract contains goals and consequences for failure to meet the goals** | | | | **Meets** | | | **Does Not Meet** | |
| **Success Criteria** | **Initial TEA Review** | | | | **Resubmission** | | | |
| **Score** | | **Needs Follow-up** | | **Score** | | | **Evidence** |
| The contract includes academic performance targets for each year of the term of the contract:   * For campuses that are paired for accountability purposes, specific annual targets for improved student academic performance * For campuses issued an accountability rating under TEC, §39.054, a specific annual target for the overall campus academic rating | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| The contract includes specific consequences in the event that the operating party does not meet the annual academic performance expectations and goals described in the performance contract | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| The contract includes annual financial performance expectations and goals, including at a minimum, that the operating partner will:   * complete 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 * receive an unqualified audit opinion, in connection with the annual financial report | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| The contract includes specific consequences in the event that the operating partner does not meet the annual financial performance expectations and goals described in the performance contract. | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| **Funding Structure of the Partnership** | | | | | | | | |
| **The contract includes the funding structure of the partnership.** | | | | **Meets** | | | **Does Not Meet** | |
| **Success Criteria** | **Initial TEA Review** | | | | **Resubmission** | | | |
| **Score** | | **Needs Follow-up** | | **Score** | | | **Evidence** |
| A reasonable per pupil amount or percentage of the revenue generated by attendance at the campus from the district to the operating partner of all federal, state, and local funds due the campus, to be paid to the operating partner for managing the campus or campuses each year | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| The total budget for the first year of operation (can be attached as an addendum) | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| Service-level agreements that list the resources and services the operating partner intends to purchase from the district (can be attached as an addendum) | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| The service level agreements include the specific costs of services by pupil, square foot, campus, or the percentage of the total district budget for the specific resource or service | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| The resources and services the operating partner intends to purchase align with the partner and district responsibilities described in this performance contract | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| **Contract Terms** | | | | | | | | |
| **The contract contains required contract terms.** | | | | **Meets** | | | **Does Not Meet** | |
| **Success Criteria** | **Initial TEA Review** | | | | **Resubmission** | | | |
| **Score** | | **Needs Follow-up** | | **Score** | | | **Evidence** |
| A contract term of up to 10 years as required by TEC, §12.0531 | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| A requirement for a public hearing at least 30 days prior to any district action to terminate the contract for an operating partner that successfully met the performance expectations and goals described in the performance contract | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| A requirement for a public hearing at least 30 days prior to any district action to extend the contract for an operating partner that failed to meet the performance expectations and goals described in the performance contract | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| A contract term stating that the campus is exempt from laws and rules to the fullest extent allowed by TEC, 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 | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| A description of the specific and material consequence(s) in the instance that either the district or the operating partner breaches the contract | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| **Enrollment and Expulsion Policies** | | | | | | | | |
| **The contract includes enrollment and expulsion policies** | | | | **Meets** | | | **Does Not Meet** | |
| **Success Criteria** | **Initial TEA Review** | | | | **Resubmission** | | | |
| **Score** | | **Needs Follow-up** | | **Score** | | | **Evidence** |
| The contract includes a provision addressing student eligibility for enrollment at the campus | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| The contract includes a description of the campus expulsion policies | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| If the partnership is a turnaround partnership, the contract provides that any student residing in the attendance zone of the district campus as the attendance zone existed before operation of the district campus under the contract shall be admitted for enrollment at the campus | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| If the partnership is a turnaround partnership, the contract establishes 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 | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| **Academic Model** | | | | | | | | |
| **The contract includes the academic model to be implemented at the campus.** | | | | **Meets** | | | **Does Not Meet** | |
| **Success Criteria** | **Initial TEA Review** | | | | **Resubmission** | | | |
| **Score** | | **Needs Follow-up** | | **Score** | | | **Evidence** |
| The contract includes a section that describes the educational plan or academic model that the operating partner will implement on the campus or campuses. | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| **Consultation with Campus Personnel** | | | | | | | | |
| **The contract includes assurances regarding consultation with campus personnel.** | | | | **Meets** | | | **Does Not Meet** | |
| **Success Criteria** | **Initial TEA Review** | | | | **Resubmission** | | | |
| **Score** | | **Needs Follow-up** | | **Score** | | | **Evidence** |
| If the district is partnering with the governing body of an open-enrollment charter school (subchapter D charter), the contract includes the assurance that the district has consulted with campus personnel regarding the provisions included in the performance contract | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |
| If the district is partnering with the governing body of an open-enrollment charter school (subchapter D charter), the contract includes the assurance that the rights and protections afforded by current employment contracts or agreements shall not be affected by this contract | Meets  Does Not Meet | |  | | Meets  Does Not Meet | | |  |

Appendix: Bulleted List of Success Criteria

* The contract meets the application package requirement:
  + The performance contract is not contingent on approval of benefits under TEC, §11.174(a)(2)
  + The performance contract is not contingent on a performance rating assigned to the campus based on performance that occurred prior to the operation of the campus by the operating partner
* The contract includes clear and unambiguous authorities conferred to the operating partner:
  + The operating partner has clear and unambiguous authority over staffing at the campus. The contract grants all of the following to the operating partner:
    - Initial, final, and sole authority to employ and manage the **campus chief operating officer**. This includes initial and final non-delegable authority to hire, supervise, Manage, Assign, Evaluate, Develop, Advance, Compensate, continue employment, establish any other terms of employment
    - The contract establishes that 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
    - Initial, final, and sole authority over the **employees of the operating partner**. This includes 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.
    - For any campus staff (instructional, support, etc.) that are **employees of the district**:
      * 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.
      * Initial, final, and sole authority to supervise, manage, evaluate, and rescind the assignment of any district employee or district contractor from the campus.
      * If operating partner rescinds the assignment of any district employee or district contractor, the district must grant the request within 20 working days
  + The operating partner has clear and unambiguous authority over the entire **academic program** offered at the campus. The contract grants all of the following to the operating partner:
    - Initial, final, and sole authority to approve:
      * All curriculum decisions beyond the minimum requirements outlined in [19 TAC §74.2](http://ritter.tea.state.tx.us/rules/tac/chapter074/ch074a.html#74.2) (relating to Description of a Required Elementary Curriculum) or [19 TAC §74.3](http://ritter.tea.state.tx.us/rules/tac/chapter074/ch074a.html#74.3) (relating to Description of a Required Secondary Curriculum) to be used at the campus
      * Lesson plans to be used at the campus
      * Instructional strategies to be used at the campus
      * Instructional materials, as defined in [TEC, §31.002(1)](https://statutes.capitol.texas.gov/Docs/ED/htm/ED.31.htm), 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
    - 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
    - Initial, final, and sole authority to set the school calendar and the daily schedule, which may differ from those in other district campuses
  + The operating partner has clear and unambiguous authority over the **campus budget**. The contract grants all of the following to the operating partner:
    - Initial, final, and sole authority to determine how the entire campus budget, including any and all federal, state, and local funds due to the campus, is allocated
    - Initial, final, and sole authority to implement and adjust the campus budget
* The contract contains goals and consequences for failure to meet the goals
  + The contract includes academic performance targets for each year of the term of the contract:
    - For campuses that are paired for accountability purposes, specific annual targets for improved student academic performance
    - For campuses issued an accountability rating under TEC, §39.054, a specific annual target for the overall campus academic rating
  + The contract includes specific consequences in the event that the operating party does not meet the academic performance expectations and goals described in the performance contract
  + The contract includes annual financial performance expectations and goals. At a minimum, this includes provisions that:
    - The operating partner will complete 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
    - The operating partner will receive an unqualified audit opinion, in connection with the annual financial report
  + The contract includes specific consequences in the event that the operating partner does not meet the annual financial performance expectations and goals described in the performance contract
* The contract includes the funding structure of the partnership. This section includes:
  + A reasonable per pupil amount or percentage of the revenue generated by attendance at the campus from the district to the operating partner of all federal, state, and local funds due the campus, to be paid to the operating partner for managing the campus or campuses each year
  + The total budget for the first year of operation (can be attached as an addendum)
  + Service-level agreements that list the resources and services the operating partner intends to purchase from the district (can be attached as an addendum)
    - The service level agreements include the specific costs of services by pupil, square foot, campus, or the percentage of the total district budget for the specific resource or service
    - The resources and services the operating partner intends to purchase align with the partner and district responsibilities described in this performance contract
* The contract defines contract terms:
  + A contract term of up to 10 years as required by TEC, §12.0531
  + A requirement for a public hearing at least 30 days prior to any district action to terminate the contract for an operating partner that successfully met the performance expectations and goals described in the performance contract
  + A requirement for a public hearing at least 30 days prior to any district action to extend the contract for an operating partner that failed to meet the performance expectations and goals described in the performance contract
  + A contract term stating that the campus is exempt from laws and rules to the fullest extent allowed by TEC, 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
  + A description of the specific and material consequence(s) in the instance that either the district or the operating partner breaches the contract
* The contract includes enrollment and expulsion policies:
  + The contract includes a provision addressing student eligibility for enrollment at the campus
  + The contract includes a description of the campus expulsion policies
  + If the partnership is a turnaround partnership:
    - The contract provides that any student residing in the attendance zone of the district campus as the attendance zone existed before operation of the district campus under the contract shall be admitted for enrollment at the campus
    - The contract establishes 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.
* The contract includes a section that describes the educational plan or academic model that the operating partner will implement on the campus or campuses
* If the district is partnering with the governing body of an open-enrollment charter school (subchapter D charter), the contract includes the following assurances:
  + The district has consulted with campus personnel regarding the provisions included in the performance contract
  + The rights and protections afforded by current employment contracts or agreements shall not be affected by this contract