

Corporate Partnerships – FAQ

Please refer to following FAQs to learn how Corporate Partnerships between businesses and charter schools interact with existing charter law.

Q: It is understood that this legislation is based on a similar model in Florida. How does that legislation work?

The Florida model is called “Charter schools-in-the-workplace” or “workplace charter.” They may be established when a business provides the school facility to be used; enrolls students based upon a lottery that involves all of the children of the employees of the business; and enrolls students according to the racial/ethnic balance reflective of the community or other public schools in the same school district. Any portion of a facility used for a charter school is exempt from ad valorem taxes.

- Florida does not set a dollar or percentage dollar limit on investment in the school
- Florida does not set a percentage enrollment cap

Q: What qualifies as a “major” donation?

A: The law defines this term as “changes that provide significant opportunities for substantial improvement including but not limited to” the following:

- A structural change to the foundation, roof, floor, or interior or exterior walls or extension of an existing facility to increase its floor area
- An extensive alternation of an existing facility, such as a change in its function or purpose, even if such renovation does not include any structural change to the facility
- A donation of hardware, software, Internet access, Internet hardware, enterprise systems, software licenses, smart board technology, or audiovisual equipment

Q: How would a business stay involved in the school?

A: The legislation provides that the business would enter into a Memorandum of Understanding (MOU) with the school for the duration of the enrollment preference that would outline how the business could be involved in providing internships for students, career counseling, academic tutoring, or enrichment activities, among other things. This would allow the business to invest in relevant workforce development for its company as well as ensure for the charter school the continued investment—literal and figurative—in the operations of the school.

Q: If a business provides the use of space rent free, instead of giving an outright donation, couldn't they just take it away when they wanted?

A: No. The MOU, which would be outlined in the facilities section of the charter application and/or charter amendment, requires that the agreement be for a term no less than the charter school's agreement to operate. This is typically 5 years.

Q: What if the property or facility was forcibly transferred to another entity because the business went bankrupt?

A: As an issue relevant to any lessor-lessee relationship, this is handled in the Civil Code. Typically, lease agreements rent-free or not, have provisions pertaining to extraordinary circumstances, though it is up to the lessor and lessee to include those provisions. The state Department of Education would work with any charter applicant under corporate partnership to include those provisions in their agreement with their partnering business. Should such extraordinary circumstances come to pass, DOE would also work with the charter operator to mitigate the impact to students.

Q: Can you partner with a pre-existing charter school?

A: Yes.

Q: If a traditional school converted to a charter school, would the students who were previously enrolled lose their spots at the school?

A: No, because the charter school law already stipulates that previously enrolled students in a conversion situation are guaranteed their spots at the new charter school. This law says that the enrollment preference for previously enrolled students trumps the enrollment preference for business employees. That means that a business would either have to enter into a partnership with an under-enrolled school that had seats available *or* through renovation expand the capacity of the school to add the necessary seats to accommodate the enrollment preference for their employee's dependents.

Q: Are there restrictions regarding enrollment preference?

A: Louisiana limits the enrollment preference at 50%, allowing for schools to choose up to that amount for the preferred enrollment that they give to businesses. The Louisiana laws pertaining to at-risk students are very specific, because the enrollment preference is capped at 50%, Louisiana applies the at-risk provisions to the *other* non-preferred enrollment (applying the at-risk provisions to the dependents of businesses' employees *de facto* applies the at-risk provisions to the businesses' workforce, which is an imposition on the business' right to hire). Charter schools in Louisiana must have an at-risk population representative of the school-age population of the parish in which it is located.