§ 211-e. Educational partnership organizations. 1. The board of education of a school district, and the chancellor of the city school district of the city of New York, subject to the approval of the commissioner, shall be authorized to contract, for a term of up to five years, with an educational partnership organization pursuant to this section to intervene in a school designated by the commissioner as a persistently lowest-achieving school, consistent with federal requirements, or a school under registration review.

2. Notwithstanding any other provision of law, rule or regulation to the contrary, and except as otherwise provided in this section, such contract shall contain provisions authorizing the educational partnership organization to assume the powers and duties of the superintendent of schools for purposes of implementing the educational program of the school, including but not limited to, making recommendations to the board of education on budgetary decisions, staffing population decisions, student discipline decisions, decisions on curriculum and determining the daily schedule and school calendar, all of which recommendations shall be consistent with applicable collective bargaining agreements. Such contract shall include district performance expectations and/or benchmarks for school operations and academic outcomes, and failure to meet such expectations or benchmarks may be grounds for termination of the contract prior to the expiration of its term. Such contract shall also address the manner in which students will be assigned to the school, the process for employees to transfer into the school, the services that the district will provide to the school, and the manner in which the school shall apply for and receive allocational and competitive grants.

3. The board of education shall retain the ultimate decision-making authority over the hiring, evaluating, termination, disciplining, granting of tenure, assignment of employees serving in the school as well as with respect to staff development for those employees, together with authority concerning all other terms and conditions of employment, all of which decisions shall be made in a manner consistent with applicable collective bargaining agreements. However, notwithstanding any law, rule or regulation to the contrary, upon the effective date of

the contract, the educational partnership organization shall be authorized to exercise all powers of a superintendent of schools with respect to such employment decisions, including but not limited to making recommendations, as applicable, to the board of education in connection with and prior to the board of education making decisions regarding staff assignments, the hiring, the granting of tenure, the evaluating, the disciplining and termination of employees, as well as concerning staff development. The employees assigned to the school shall solely be in the employ of the school district and shall retain their tenure rights and all other employment rights conferred by law, and service in the school shall constitute service to the school district for all purposes, including but not limited to, the requirements for criminal history record checks and participation in public retirement systems. Notwithstanding any other provision of law to the contrary, for purposes of article fourteen of the civil service law, employees in the school shall be public employees of the school district as defined in subdivision seven of section two hundred one of the civil service law and shall not be deemed employees of the educational partnership organization by reason of the powers granted to the educational partnership organization by this section. All such employees shall be members of the applicable negotiating unit containing like titles or positions for the public school district in which such school is located, and shall be covered by the collective bargaining agreement covering that public school district's negotiating unit, except that the duly recognized or certified collective bargaining representative for that negotiating unit may modify or supplement, in writing, the collective bargaining agreement in consultation with the employees of the negotiating unit working in the school. All such modifications of, or supplements to the collective bargaining agreement are subject to ratification by the employees employed within the school and by the board of education of the public school district, consistent with article fourteen of the civil service law. Upon the effective date of the school district's contract with the educational partnership organization, the educational partnership organization shall be empowered to make recommendations to the board of education with respect to the scope of, and process for making modifications and additions to the collective bargaining agreement.

4. Where a recommendation is made by the educational partnership organization to the board of education pursuant to subdivision two or three of this section, and such recommendation is denied, the board of education shall state its reasons for the denial, which shall include an explanation of how such denial will promote improvement of student achievement in the school and how such action is consistent with all accountability plans approved by the commissioner for the school and the school district. Nothing in this subdivision shall be construed to prevent a board of education from denying a recommendation of the educational partnership organization based upon the board of education's determination that carrying out such recommendation would result in a violation of law or violation of the terms of an applicable collective bargaining agreement. If the board of education rejects a recommendation of the educational partnership organization to terminate a probationary employee assigned to the school or to deny tenure to an employee assigned to the school, it shall be the duty of the board of education to transfer such employee to another position in the school district within such employee's tenure area for which the employee is qualified, or to create such a position.

5. For purposes of this section the following terms shall have the following meanings:

(i) "educational partnership organization" means a board of cooperative educational services, a public or independent, non-profit institution of higher education, a cultural institution, or a private, non-profit organization with a proven record of success in intervening in low-performing schools, as determined by the commissioner, provided that such term shall not include a charter school;

(ii) "board of education" means the trustees or board of education of a school district, or, in the case of a city school district of a city having a population of one million or more, the chancellor of such city district;

(iii) "school district" means a common, union free, central, central high school or city school district, other than a special act school district as defined in section four thousand one of this chapter.

(iv) "superintendent of schools" means the superintendent of schools

of a school district, and, in the case of a city school district of a city having a population of one million or more, a community superintendent and the chancellor of such city district when acting in the role of a superintendent of schools.