



FRIENDS
OF
EDUCATION



CONTRACTING FOR RENEWAL

SELECTED CHARTER PROVISIONS

2015 NACSA LEADERSHIP CONFERENCE

OCTOBER 20, 2015

Authorizer Monitoring

1. Oversight Responsibilities of Authorizer. Authorizer shall monitor and evaluate the School's academic, financial, operational, and student performance, including the School's compliance with this Contract and Applicable Law. Authorizer shall monitor and evaluate School performance **using the criteria, processes, and procedures set forth generally in Article VI and Exhibit M.**
2. The School agrees that, in the spirit of continuous improvement, **Authorizer may monitor and evaluate any indicator of academic, financial, operational, and student performance, including indicators not expressly set forth in this Contract,** which shall inform Authorizer's evaluation of the School and the School's continuous improvement plan.

Authorizer Access to Information and Use of Third Parties

3. School Cooperation and Use of Third Parties. The **School agrees to cooperate with and assist Authorizer** or its designee in providing the access, information, and data Authorizer requires at Authorizer's sole discretion in executing this Contract. The School understands and agrees that **Authorizer may contract with a third party** to perform any of Authorizer's oversight functions.

Conditions for Renewal / Considerations Determining Renewal

4. Contract Renewal.
 - a. Considerations Determining Renewal. **The School acknowledges that improving all pupil learning and all student achievement¹ is the most important factor Authorizer will consider in determining Contract renewal, which determination shall be based substantially on the School's attainment of its academic outcomes/goals identified in Exhibit F. Authorizer will also consider any compelling evidence of improved pupil learning and student achievement for all students on Department of Education measures other than the attainment of outcomes/goals specified in Exhibit F.**
 - b. **Authorizer will consider other factors in its renewal determination, which factors are considered secondary to improving all pupil learning and all student achievement. Specifically, Authorizer will consider the achievement of any additional statutory purposes identified in Exhibit D, and financial and operational performance obligations and compliance with Applicable Law as set forth in this Contract.**
 - c. **The School will be eligible for renewal only if the School has improved pupil performance and student achievement for all students, notwithstanding superior performance in financial, operations, governance, or legal compliance factors.**

¹ The primary purpose of Minnesota charter schools is to "improve all pupil learning and all student achievement," Minn. Stat. 124E.01.

5. Considerations Warranting Nonrenewal. Nonrenewal is warranted based on the existence of grounds identified in section 10.1 or 10.2 [statutory nonrenewal provisions] or Applicable Law, notwithstanding the existence of improved pupil learning and student achievement for all students. **For example**, nonrenewal will result from the School's failure to improve all pupil learning and all student achievement notwithstanding superior performance in financial, operations, governance, or legal compliance factors, and nonrenewal may result from the School's improvement of all pupil learning and all student achievement combined with a significant financial, operational, governance, or legal compliance deficiency, or multiple deficiencies in any of the financial, operational, governance, or legal compliance areas, or deficiencies in multiple areas.

6. Corrective Action Renewal. **If the School has improved all pupil learning and all student achievement, but** School performance also indicates the existence of a significant financial, operational, governance, or legal compliance deficiency, or multiple deficiencies in any of the financial, operational, governance, or legal compliance areas, or deficiencies in multiple areas, **Authorizer may, but is not obligated to, renew this Contract**. If Authorizer renews the Contract in these circumstances, the renewal is for corrective action with a term not to exceed three years, and the **School acknowledges and agrees that the School must continue to improve all pupil learning and all student achievement and must eliminate and resolve the deficiencies causing the Corrective Action Renewal and that no additional deficiencies are created or identified during that renewal term, in order to be eligible for a subsequent renewal**.

7. Application. By September 1st of the school year in which this Contract terminates, the School will submit an application to Authorizer **which shall contain [describe]**. **Authorizer will notify School within** four weeks of receipt of the School's final external audit for the immediately preceding fiscal year as to whether or not Authorizer intends to offer School a renewal contract.



Friends of Education
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