

<b>Renewal Contract</b> <b>Statutory Compliance and Qualitative Review Rubric</b> Reflects Statute through July 31, 2016	
<b>Authorizer:</b>	<b>Innovative Quality Schools (IQS)</b>
<b>School:</b>	<b>ECHO Charter School (ECHO)</b>
<b>Contract Term:</b>	<b>07/01/2016 – 06/30/2019</b>
<b>Date of Revised Contract Execution:</b>	<b>06/30/2016</b>
<b>Date Revised Contract Submitted to MDE:</b>	<b>10/10/2016</b>
<b>Final Charter Center Review Completion Date:</b>	<b>10/12/2016</b>

If applicable, do any of the following apply to this renewal contract?	
Approved Site Expansion	Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Approved Grade Expansion	Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Officially Recognized Early Learning Program	Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>

The Charter Center’s review of renewal contracts is completed in two parts. Part one is a statutory compliance review to verify that a contract is aligned with statute and is complete. Part two is a qualitative review to provide authorizers feedback aligned with Minnesota Authorizer Performance Evaluation System (MAPES).

### Part One: Statutory Compliance Review Guidance

MDE reviews charter school contracts for compliance with statute and provides the authorizer with a compliance review rubric. If one or more statutory contract elements are identified as missing, incorrect or incomplete, the authorizer needs to submit a corrected contract to MDE.

**Draft Contracts:** If MDE reviews a draft contract and identifies one or more deficiencies, the authorizer is expected to correct deficiencies in the final executed contract submitted to MDE.

**Fully Executed Contracts:** If MDE reviews an executed contract and identifies one or more deficiencies, the authorizer will need to revise/amend the contract to correct deficiencies and submit the revision/amendment to MDE. It is up to an authorizer to determine how to revise/amend an executed charter contract.

**Required Statutory Contract Elements:** Minnesota Statutes, section 124E.10, Subdivision 1(a) requires an authorizer to submit a signed copy of a charter contract to MDE **within 10 business days of its execution**. Additionally, Subdivision 1(1-15) identifies 15 elements and Subdivision 3(c) identifies one element that must be contained in each Minnesota charter contract. Required elements, as noted below, must be clearly identified in the charter contract and all referenced contract attachments must be submitted as part of the overall contract to verify statutory compliance.

The compliance review is aligned with the **Minnesota Authorizer Performance Evaluation System (MAPES) Rubric Item B.3: Contract Term, Negotiation and Execution**. The guiding question for the rubric item asks the following: To what degree does the authorizer execute contracts that clearly define material terms and rights and responsibilities of the school and the authorizer?

**The Charter Center applies the following definitions to the review rubric items:**

**Deficiency and Action:** Required statutory contract element is noncompliant or missing. The contract must be revised to make the correction (e.g. missing term dates).

**Clarification and Action:** Required statutory contract element is compliant; however, it is unclear and warrants further clarification in the revised contract (e.g. goals are stated but are too vague).

**Continuous Improvement Note(s):** While the required statutory contract element is compliant, MDE’s feedback is provided in alignment with the state’s authorizer performance standards (e.g. document not fully paginated).

## Part One: Statutory Compliance Review Rubric

*Minnesota Statutes, section 124E.10, Subdivision 1(a) – Charter Contract: The authorization for a charter school must be in the form of a written contract signed by the authorizer and the board of directors of the charter school. The contract must be completed within 45 business days of the commissioner's approval of the authorizer's affidavit. The authorizer shall submit to the commissioner a copy of the signed charter contract within ten business days of its execution. The contract for a charter school must be in writing and contain at least the following:*

<p><i>Minnesota Statutes, section 124E.10, Subdivision 1(a)(1) a declaration that the charter school will carry out the primary purpose in <a href="#">subdivision 1(a)(1)</a> and how the school will report its implementation of the primary purpose</i></p>	<p><b>Compliant:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p><b>Deficiency and Action:</b> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/></p> <p><b>Clarification and Action:</b> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/></p> <p><b>Continuous Improvement Note(s):</b> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/></p>
<p><b><u>Statutory Review Comments</u></b> Declaration of primary purpose is stated in <b>section 2.1, p. 2.</b></p> <p>How the school will report implementation of primary purpose is stated in <b>section 2.1, p. 2.</b></p>	
<p><b><u>Action Required</u></b> n/a</p>	

<p><i>Minnesota Statutes, section 124E.10, Subdivision 1(a)(2) a declaration of the additional purpose or purposes in subdivision 1(a)(2) that the school intends to carry out and how the school will report its implementation of those purposes</i></p>	<p><b>Compliant:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p><b>Deficiency and Action:</b> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/></p> <p><b>Clarification and Action:</b> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/></p> <p><b>Continuous Improvement Note(s):</b> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/></p>
<p><b><u>Statutory Review Comments</u></b> Declaration of additional purposes is stated in <b>section 2.1, p. 2.</b></p> <p>How the school will report implementation of additional purposes is stated in <b>section 2.1, p. 2.</b></p>	
<p><b><u>Action Required</u></b> n/a</p>	

<p><i>Minnesota Statutes, section 124E.10, Subdivision 1(a)(3) a description of the school program and the specific academic and nonacademic outcomes that pupils must achieve</i></p>	<p><b>Compliant:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p><b>Deficiency and Action:</b> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/></p> <p><b>Clarification and Action:</b> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/></p> <p><b>Continuous Improvement Note(s):</b> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/></p>
<p><b><u>Statutory Review Comments</u></b> A description of the school program is provided in <b>Section 2, pp. 2-3</b>; however, the contract does not address ECHO's preschool early learning program. ECHO's preschool early learning program has not been officially recognized by the Minnesota Department of Education (MDE) in alignment with Minnesota Statutes, section 124E.06, Subdivision 3(a).</p> <p>Academic and nonacademic outcomes are provided in <b>Section 2.2 (c), p. 3 and Addendum 1.</b></p>	
<p><b><u>Clarification and Action Required</u></b> IQS is to work with ECHO to obtain official recognition of its early learning program. <i>Officially Recognized Charter School Early Learning Program Request Instructions</i> may be found on the Charter Center's website</p>	

(<http://education.state.mn.us/MDE/StuSuc/CharterSch/AuthorizerResources/index.htm>) under Authorizer Resources. If the early learning request is approved, IQS will then need to submit a revised or amended charter contract reflecting this officially recognized early learning program (see *Charter Contract Guidance* under the Authorizer Resources tab on the [Charter Schools page of MDE's website](#)).

**Minnesota Statutes, section 124E.10, Subdivision 1(a)(4)** a statement of admission policies and procedures (per [section 124E.11](#): (a) A charter school may limit admission to:

(1) pupils within an age group or grade level;

(2) pupils who are eligible to participate in the graduation incentives program under section [124D.68](#); or

(3) residents of a specific geographic area in which the school is located when the majority of students served by the school are members of underserved populations.

(b) A charter school shall enroll an eligible pupil who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. In this case, pupils must be accepted by lot. The charter school must develop and publish, including on its Web site, a lottery policy and process that it must use when accepting pupils by lot.

(c) A charter school shall give enrollment preference to a sibling of an enrolled pupil and to a foster child of that pupil's parents and may give preference for enrolling children of the school's staff before accepting other pupils by lot.

(d) A person shall not be admitted to a charter school (1) as a kindergarten pupil, unless the pupil is at least five years of age on September 1 of the calendar year in which the school year for which the pupil seeks admission commences; or (2) as a first grade student, unless the pupil is at least six years of age on September 1 of the calendar year in which the school year for which the pupil seeks admission commences or has completed kindergarten; except that a charter school may establish and publish on its Web site a policy for admission of selected pupils at an earlier age, consistent with the enrollment process in paragraphs (b) and (c).

(e) Except as permitted in paragraph (d), a charter school may not limit admission to pupils on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability and may not establish any criteria or requirements for admission that are inconsistent with this subdivision.

(f) The charter school shall not distribute any services or goods of value to students, parents, or guardians as an inducement, term, or condition of enrolling a student in a charter school.

**Compliant:**  
 Yes  No   
**Deficiency and Action:**  
 Yes  N/A   
**Clarification and Action:**  
 Yes  N/A   
**Continuous Improvement Note(s):**  
 Yes  N/A

**Statutory Review Comments**

A statement of the school's admission policies and procedures is provided in **section 4.7, pp. 6-7.**

**Continuous Improvement Note**

4.7(a) might be more properly headed as "No limitations on admissions," as opposed to "Limits," (which implies there are limits to admission).

**Minnesota Statutes, section 124E.10, Subdivision 1(a)(5)** a governance, management, and administration plan for the school

**Compliant:**  
 Yes  No   
**Deficiency and Action:**  
 Yes  N/A   
**Clarification and Action:**  
 Yes  N/A   
**Continuous Improvement Note(s):**  
 Yes  N/A

**Statutory Review Comments**

A governance, management, and administration plan for the school is provided in **section 4 generally, pp. 4-8.**

**Action Required**

n/a

<i>Minnesota Statutes, section 124E.10, Subdivision 1(a)(6) signed agreements from charter school board members to comply with all federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools</i>	<b>Compliant:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <b>Deficiency and Action:</b> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/> <b>Clarification and Action:</b> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/> <b>Continuous Improvement Note(s):</b> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
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**Statutory Review Comments**  
Signed agreements from charter school board members are provided in **Addendum No. 5** of the revised renewal contract submitted 09/15/2016.

**Action Required**  
n/a

<i>Minnesota Statutes, section 124E.10, Subdivision 1(a)(7) the criteria, processes, and procedures that the authorizer will use to monitor and evaluate the fiscal, operational, and academic performance consistent with <a href="#">subdivision 3, paragraphs (a) and (b)</a></i>	<b>Compliant:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <b>Deficiency and Action:</b> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/> <b>Clarification and Action:</b> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/> <b>Continuous Improvement Note(s):</b> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
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**Statutory Review Comments**  
The authorizer's criteria, processes, and procedures to monitor and evaluate the school's performance is provided in **section 5.1, pp. 8-9.**

**Action Required**  
n/a

<i>Minnesota Statutes, section 124E.10, Subdivision 1(a)(8) for contract renewal, the formal written performance evaluation of the school that is a prerequisite for reviewing a charter contract under subdivision 3</i>	<b>Compliant:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <b>Deficiency and Action:</b> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/> <b>Clarification and Action:</b> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> <b>Continuous Improvement Note(s):</b> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
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**Statutory Review Comments**  
The authorizer's formal written performance evaluation report of the school is provide in **IQS Oversight Process Contract Renewal Report, pp. 87-108** of IQS' 10/10/2016 revised contract.

**Clarification and Action Required**  
In addition, *IQS Oversight Process Contract Renewal Report* does not appear on the *Charter School Agreement: List of Addenda* (not paginated). Please clarify and update the *Charter School Agreement: List of Addenda* to include all attachments.

<i>Minnesota Statutes, section 124E.10, Subdivision 1(a)(9) types and amounts of insurance liability coverage to be obtained by the charter school, consistent with <a href="#">section 124E.03, subdivision 2, paragraph (d)</a></i>	<b>Compliant:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <b>Deficiency and Action:</b> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/> <b>Clarification and Action:</b> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/> <b>Continuous Improvement Note(s):</b> Yes <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
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**Statutory Review Comments**

Types and amounts of insurance liability coverage to be obtained by the school is provided in **section 4.15, p. 8.**

**Action Required**

n/a

*Minnesota Statutes, section 124E.10, Subdivision 1(a)(10) consistent with [section 124E.09, paragraph \(d\)](#) a provision to indemnify and hold harmless the authorizer and its officers, agents, and employees from any suit, claim, or liability arising from any operation of the charter school, and the commissioner and department officers, agents, and employees notwithstanding [section 3.736](#)*

**Compliant:**

Yes  No

**Deficiency and Action:**

Yes  N/A

**Clarification and Action:**

Yes  N/A

**Continuous Improvement Note(s):**

Yes  N/A

**Statutory Review Comments**

An indemnification provision is stated in **sections 8.4 and 8.9, pp. 12-13.**

**Continuous Improvement Note**

MDE recommends a single indemnification clause.

*Minnesota Statutes, section 124E.10, Subdivision 1(a)(11) the term of the initial contract, which may be up to five years plus an additional preoperational planning year, and up to five years for a renewed contract or a contract with a new authorizer after a transfer of authorizers, if warranted by the school's academic, financial, and operational performance*

**Compliant:**

Yes  No

**Deficiency and Action:**

Yes  N/A

**Clarification and Action:**

Yes  N/A

**Continuous Improvement Note(s):**

Yes  N/A

**Statutory Review Comments**

The contract term of **July 1, 2016 through June 30, 2019**, is stated in **section 8.1, p. 12.**

**Action Required**

n/a

*Minnesota Statutes, section 124E.10, Subdivision 1(a)(12) how the board of directors or the operators of the charter school will provide special instruction and services for children with a disability under [sections 125A.03 to 125A.24](#), and [125A.65](#), a description of the financial parameters within which the charter school will operate to provide the special instruction and services to children with a disability*

**Compliant:**

Yes  No

**Deficiency and Action:**

Yes  N/A

**Clarification and Action:**

Yes  N/A

**Continuous Improvement Note(s):**

Yes  N/A

**Statutory Review Comments**

The school's plan to provide special instruction and services for children with a disability and the financial parameters to provide such services is stated in **section 4.13, pp. 7-8.**

**Action Required**

n/a

*Minnesota Statutes, section 124E.10, Subdivision 1(a)(13) the specific conditions for contract renewal that identify performance under the primary purpose of subdivision 1 as the most important factor in determining contract renewal*

**Compliant:**

Yes  No

**Deficiency and Action:**

Yes  N/A

**Clarification and Action:**

Yes  N/A

**Continuous Improvement Note(s):**

Yes  N/A

**Statutory Review Comments**

The specific conditions for contract renewal that identify performance under the primary purpose of subdivision 1 as the most important factor in determining contract renewal are provided in **section 5.2, p. 9.**

**Action Required**

n/a

*Minnesota Statutes, section 124E.10, Subdivision 1(a)(14) the additional purposes under [section 124E.01, subdivision 1](#), and related performance obligations under clause (7) contained in the charter contract as additional factors in determining contract renewal*

**Compliant:**

Yes  No

**Deficiency and Action:**

Yes  N/A

**Clarification and Action:**

Yes  N/A

**Continuous Improvement Note(s):**

Yes  N/A

**Statutory Review Comments**

A description of how the additional purposes under subdivision 1, paragraph (a), and related performance obligations under clause (7) contained in the charter contract as additional factors in determining contract renewal are provided in **section 5.2, p. 9.**

**Action Required**

n/a

*Minnesota Statutes, section 124E.10, Subdivision 1(a)(15) the plan for an orderly closing of the school under chapter 317A, whether the closure is a termination for cause, a voluntary termination, or a nonrenewal of the contract, that includes establishing the responsibilities of the school board of directors and the authorizer and notifying the commissioner, authorizer, school district in which the charter school is located, and parents of enrolled students about the closure, information and assistance sufficient to enable the student to re-enroll in another school, the transfer of student records under [section 124E.03, subdivision 5, paragraph \(b\)](#), and procedures for closing financial operations*

**Compliant:**

Yes  No

**Deficiency and Action:**

Yes  N/A

**Clarification and Action:**

Yes  N/A

**Continuous Improvement Note(s):**

Yes  N/A

**Statutory Review Comments**

The plan for an orderly closing of the school is provided in **Addendum No. 8.**

**Action Required**

n/a

*Minnesota Statutes, section 124E.10, Subdivision 3(c) The fee that an authorizer may annually assess is the greater of:  
(1) the basic formula allowance for that year; or  
(2) the lesser of:  
(i) the maximum fee factor times the basic formula allowance for that year; or  
(ii) the fee factor times the basic formula allowance for that year times the charter school's adjusted pupil units for that year. The fee factor equals .015. The maximum fee factor equals 4.0.*

**Compliant:**

Yes  No

**Deficiency and Action:**

Yes  N/A

**Clarification and Action:**

Yes  N/A

**Continuous Improvement Note(s):**

Yes  N/A

**Statutory Review Comments**

The agreed-upon fee structure the authorizer will annually assess the school is stated in **section 5.4, p. 10.**

**Continuous Improvement Note**

Section 5.4 appears twice, once relating to fees, and again relating to liaison. Please clarify and update the section numbers.

**Additional Feedback – Action Required:**

n/a

**Additional Feedback – Continuous Improvement (no action required for this contract):**

## Part Two: Qualitative Review Guidance

Two critical aspects of an authorizer’s oversight work are establishing the initial performance contract with a charter school and deciding whether or not to renew that contract. The charter contract is the cornerstone of the charter school model as it articulates and safeguards the rights and responsibilities of both parties. Given the significance of the charter contract, combined with MDE’s efforts to encourage and support highly effective authorizing practices, MDE provides qualitative feedback to authorizers on renewal charter contracts, in addition to the *Statutory Compliance Contract Review* in Part One. While the following recommendations are not tied to statutory requirements, authorizers are encouraged to consider the feedback in their work to provide effective oversight. Relevant corresponding measures in MAPES are noted in each description below.

## Part Two: Qualitative Review Rubric

**Authorizer Performance Evaluation Rubric Item: B.9: Charter School Renewal or Termination Decision:** To what degree does the authorizer have clear and comprehensive standards and processes to make high stakes renewal and termination decisions? To what degree do the authorizer’s renewal and termination decisions align to its stated renewal standards and processes and promote the growth of high-quality charter schools? *An effective authorizing practice addresses whether the school met its prior contract outcomes.*

<p><b>B.9 (a):</b> Based on the authorizer’s performance evaluation of the school, were academic and nonacademic outcomes achieved during the prior contract period?</p>	<p>Yes – all outcomes achieved <input type="checkbox"/>  <b>Partially – some outcomes achieved</b> <input checked="" type="checkbox"/>                  No – Does not appear outcomes were achieved <input type="checkbox"/></p>
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<p><b>B.9 (b):</b> Does the performance evaluation report provide a clear analysis of prior contract outcomes or does the performance evaluation report address why prior contract outcomes were not addressed in the evaluation? If prior contract outcomes were not addressed in the evaluation report, were other outcomes identified and clearly addressed in the evaluation report?</p>	<p>Yes <input type="checkbox"/> <b>Partially</b> <input checked="" type="checkbox"/>                  Unclear <input type="checkbox"/> No <input type="checkbox"/></p>
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**Qualitative Review Analysis:** IQS’ contract renewal report generally provides a clear analysis of ECHO’s operational financial, academic and nonacademic outcomes for the prior contract period. IQS’ *Oversight Process Contract Renewal Report* does not provide a full analysis and/or data of the prior contact outcomes, specifically:

- Section 3 (B)(3) (p. 9) and Section 3(E) (pp. 11-12) lack data to demonstrate a clear analysis and rating alignment; and
- Section 5(a.3) (p. 16) and Section 5(a.9) (p. 17) authorizer analysis does not align with rating.

**Recommendations:** In the future, performance evaluation reports should provide a clear analysis and data for prior contract outcomes or address why prior contract outcomes were not addressed. Please refer to FY 2016 renewal contract submissions (March 11, 2016 revised submission of IQS and Paladin Renewal Contract) where IQS provided clear authorizer analysis and data to address prior contract outcomes. Please refer to Charter Contract Guidance (pp. 5-7) at <http://education.state.mn.us/MDE/StuSuc/CharterSch/AuthorizerResources/index.htm> ).

<p><b>B.9(c):</b> If prior contract outcomes were partially/not met, does the performance evaluation report clearly discuss and justify the renewal term given partial/non achievement of prior contract outcomes?</p>	<p>Yes <input type="checkbox"/> <b>Partially</b> <input checked="" type="checkbox"/>                  Unclear <input type="checkbox"/> No <input type="checkbox"/></p>
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<b>Qualitative Review Analysis:</b> IQS' <i>Oversight Process: Contract Renewal Report</i> (p. 20) provides ECHO's review composite scores; however, it does not discuss and justify the renewal term. The renewal term aligns with IQS' AAP (Narrative B, p. 17).	
<b>Recommendations:</b> In the future, contracts should clearly define how the contract renewal and term length is determined given the data collected.	

<b>B.9 (d):</b> Was a plan to address unmet outcomes/areas of improvement identified in the evaluation report reflected in the evaluation report or renewal contract?	Yes <input checked="" type="checkbox"/> Partially <input type="checkbox"/> Unclear <input type="checkbox"/> No <input type="checkbox"/>
<b>Qualitative Review Analysis:</b> IQS' <i>Addendum 1: School ScoreCard</i> provides a plan to address unmet outcomes/areas of improvement identified in the evaluation report.	
<b>Recommendation:</b> n/a	

<b>B.9 (e):</b> Does the school have a <b>Priority, Focus or Continuous Improvement</b> (accountability) status based on MDE's Multiple Measurement Rating (MMR) data?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If so, did the authorizer address this status in the performance evaluation report? <i>A school's state/federal accountability status is an important indicator of academic achievement. In order to improve their accountability status, identified schools are required to develop a School Improvement Plan (SIP) to address areas in need of improvement. Effective authorizing practices acknowledge the school's accountability status within the contract, include analysis of the school's status in the performance evaluation (contract element #7 above), and establish contract outcomes that meet or exceed the school's SIP outcomes.</i>	Yes <input type="checkbox"/> Partially <input type="checkbox"/> Unclear <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
<b>Qualitative Review Analysis:</b> ECHO is designated as a Continuous Improvement school; however, IQS did not address this status in the performance evaluation report.	
<b>Recommendations:</b> In the future, IQS should address a Priority, Focus or Continuous Improvement status in the evaluation report.	

<b>B.9 (f):</b> Is the school currently under intervention or corrective action with their authorizer?	Yes <input type="checkbox"/> Unclear <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>B.9 (g):</b> Is the intervention/corrective action thoroughly addressed in the performance evaluation report?	Yes <input type="checkbox"/> Partially <input type="checkbox"/> Unclear <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
<b>Qualitative Review Analysis:</b> n/a	
<b>Recommendations:</b> n/a	

<b>B.9 (h):</b> Do the authorizer's decisions and resulting actions align with the renewal standards in its AAA/AAP?	Yes <input type="checkbox"/> Partially <input type="checkbox"/> Unclear <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Qualitative Review Analysis:</b> IQS' decision to renew ECHO's contract for three years does not align with IQS' AAP (Narrative B, p. 17) which indicates, " <i>If a school receives an average score above 3.0 in all five (5) of the performance categories, the length of the contract will be five (5) years.</i> " ECHO received an average score above 3.0 in all five categories; however, they were granted a three year renewal contract. The evaluation report does not explain IQS's determination of the length of the school's contract renewal.	
<b>Recommendations:</b> In the future, IQS's decisions and resulting actions should align with its AAP. In addition, evaluation reports should include a summary of how IQS determined contract renewal length given authorizer analysis and data collected.	

**Authorizer Performance Evaluation Rubric Item: B.4: Performance Standards:** To what degree does the authorizer execute contracts with clear, measurable and attainable performance standards? *Effective authorizing practices define*

clear, measurable and attainable academic, financial and organizational performance standards, and consequences for meeting or not meeting performance standards.

<b>B.4 (a):</b> Do the contract outcomes in the renewal contract align with Minnesota Statutes, section 124E.10, Subdivision 1(a) (13) (primary purpose is most important factor in determining renewal) and Subdivision 1(b) (pupil performance)?	Yes <input checked="" type="checkbox"/> Partially <input type="checkbox"/> Unclear <input type="checkbox"/> No <input type="checkbox"/>
<b>Qualitative Review Analysis:</b> IQS' AAP (Part B Narrative, pp. 16-17) links contract renewal determination to the school's achievement in performance category Section 3 (Performance) of the Scorecard. <i>Addendum 1 Scorecard</i> has seven out of 13 academic based measures showing the majority of this section does align with Minnesota Statutes, section 124E.10, Subdivision 1(a) (13) and 1(b).	
<b>Recommendations:</b> Authorizers should align the school's WBWF goals with charter contract outcomes in the future.	

<b>B.4 (b):</b> Does the renewal contract define clear, measurable and attainable academic, financial and organizational performance standards (i.e. outcomes), and consequences for meeting or not meeting standards?	Yes <input type="checkbox"/> <b>Partially</b> <input checked="" type="checkbox"/> Unclear <input type="checkbox"/> No <input type="checkbox"/>
<b>Qualitative Review Analysis:</b> IQS' Section 3: Evaluation of School/Student Performance Indicators does not fully define clear academic performance standards. For example: <ul style="list-style-type: none"> <li>Area 3(b) indicates the school has met target performance goals (as stated in their SIP) including academic achievement and test participation; however, the SIP is not included as part of the contract. It is unclear if the SIP target performance goals are clear, measurable and attainable.</li> <li>Area 3(c) does not identify baseline data used to determine if overall student performance gaps have reduced when comparing its sub-groups.</li> <li>Area 3(d) does not indicate what nationally normed assessment will be used to measure this outcome.</li> <li>Area 3(k) warrants further clarification regarding specific WBWF goals included in the contract.</li> <li>Area 3(l) indicates a follow-up survey for <i>all</i> students; however, it may be unattainable to follow up with <i>all</i> students who have left the school to attend high school elsewhere or have graduated from the school.</li> </ul> <p>Consequences for meeting or not meeting standards are identified in Section 5 (pp. 8-10), Section 6 (pp. 10-12), Section 7 (p. 12) and Attachment B.6.1 (no pagination); however, the renewal consequences outlined in IQS' Part B Narrative of its AAP (pp. 16-17) are not found in the renewal contract.</p>	
<b>Recommendations:</b> In the future, renewal contracts should fully define clear, measurable and attainable academic, financial and organizational performance standards and consequences for not meeting standards.	

<b>B.4(c):</b> Does the contract align with the performance standards in the authorizer's AAA/AAP?	Yes <input checked="" type="checkbox"/> Partially <input type="checkbox"/> Unclear <input type="checkbox"/> No <input type="checkbox"/>
<b>Qualitative Review Analysis:</b> IQS' contract aligns with its performance standards in its AAP (Attachment B.3.2: Scorecard).	
<b>Recommendations:</b> n/a	

<b>Additional Qualitative Feedback:</b> n/a
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For all contract changes, whether required by *Statutory Compliance Contract Review* or optional based on *Qualitative Contract Review and Feedback*, a revised contract needs to be approved by both parties, re-signed, scanned, and submitted electronically to MDE **within 10 days of signing**. Depending upon the extent of changes, the authorizer will need to determine whether it would be most appropriate to make changes by modifying the current contract or through an addendum to the current contract. Please contact Paula Higgins at [paula.higgins@state.mn.us](mailto:paula.higgins@state.mn.us) or (651) 582-8315 for further guidance on this contract review.