



**NIM**  
**CCS**  
New Mexico  
Coalition for  
Charter Schools

# Knowing Your Performance Contract

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**Champion Charter School Excellence**

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# RUNDOWN...

1. Charter Schools Act
  - A. Contract
  - B. Parties
  - C. Required Terms
  - D. Performance Framework
2. Contracts – Examine Key Provisions
3. Performance Frameworks – Significance
4. G.C. Role in Monitoring Contract Performance

# GOALS

- GC MEMBER RECOGNIZES CHARTER PERFORMANCE BASIS FOR RENEWAL
- UNDERSTAND THAT LEGAL RELATIONSHIP BETWEEN THE PARTIES IS GOVERNED BY CONTRACT AND FRAMEWORK
- KEY ROLE OF GC OF IS TO OVERSEE AND MONITOR CONTRACT PERFORMANCE/COMPLIANCE

# CHARTER SCHOOLS ACT

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DUPLICATION W/O PERMISSION PROHIBITED

# 1.A. CONTRACT

- Law requires the parties to enter contract
- Charter contract is authorization for school to operate
- Charter contract is the 60+ page agreement and Performance Framework
- Application (new or renewal) – not incorporated



# 1.B PARTIES TO THE CONTRACT

- “Chartering authority” – local districts or the Public Education Commission
  - Governing body and authorizer
- NMPED does not authorize charter schools
- Charter Schools Division
  - Staff to PEC
  - Technical support to all charter schools
  - Review/approve PEC schools’ budgets
  - Recommend, approval, denial, suspension, revocation of PEC charters



# 1.C. REQUIRED TERMS

- Set forth in the Charter Schools Act
- Section 22-8B-9.1
- Authorizer’s duties to the Charter School
- Authorizer’s process and procedures for oversight (“Academic”, “Organizational” and “Financial”) – See also Performance Framework



# Terms continued....

- Length of the contract
- Dispute resolution process
- Criteria & procedures for handling deficiencies
- Third party contracts – approval
- Waivers
- Amendments to charter/right to appeal





# 1.D. Performance Framework

- Law requires that the performance provisions of the contract be based on a “framework” that sets forth Academic and Operational Performance **Indicators** and **Targets**.
- Performance Framework – “material term”

# Indicator and Target Defined in 2015

- “Performance Indicator: means a measurement tool that **enables selected issues or conditions to be monitored** over time for the purposes of evaluating progress toward or away from a desired direction”
- “Performance Target: means the specific rating to which the data from a school's performance indicators shall be compared to determine whether the **school exceeds, meets, does not meet or falls far below that rating**”

# NONRENEWAL/REVOCAION

1. Committed “material violation” of any of the conditions, standards or procedures set forth in the charter contract
2. Failed to make substantial progress toward achievement of NMPED’s standards of excellence or student performance standards agreed to in the contract
3. Financial mismanagement
4. Violation of “any provision” of law



# **CONTRACT KEY PROVISIONS**

# NOTICE AND TIMEFRAMES

- Contract identifies person notified
- When certain actions by authorizer and charter are required
- For example:
  - Improvement plans
  - Notice of potential unsatisfactory performance
  - Site visits reports due and response thereto due
  - Notice of potential of nonrenewal/revocation
  - **Change in governing members**

# ESSENTIAL DOCUMENTS

- Contract
- Performance Framework
  - Compliance with these terms must be monitored by GC to ensure renewal.
  - Terms govern rights of the parties.



# MATERIAL TERMS/ELEMENTS

- Section 8.0 of the PEC's form
- Specific to the School and are identified in the Application that was approved
- Includes conditions imposed by authorizer
- Performance goals are also material

# OVERSIGHT FUNCTIONS OF AUTHORIZER

- Collecting data – PEC/CSD burden to access NMPED data **before** requesting same from CS
- Appropriate inquiries and investigations
- At least 1 site visit per year – purpose: “to provide technical assistance”
- Visits follow Performance Frameworks
- 30 day advance notice of review protocol or other forms used for site visit



# SITE VISIT continued...

- CSD to provide report within 45 days
- **CS 30 DAYS TO PROVIDE INPUT COMMENT**

**\*\*\*REPORTS USED FOR  
RENEWAL/REVOCAION CONSIDERATION. G.C.  
MUST BE APPRISED OF THESE  
REPORTS/SCHOOL'S RESPONSE\*\*\***

- **DOCUMENT, DOCUMENT, DOCUMENT**



## NOTICE OF UNSATISFACTORY PERFORMANCE

- “Authorizer” **shall** notify in a timely manner of concerns found during site visit
- Notice of Unsatisfactory Performance (“NUP”) within 10 days of Authorizer determining unsatisfactory work performance
- 10 days to respond

- Improvement Plan, Corrective Action Plan – timelines for developing and completing after C.S.'s response
- Authorizer not bound, if immediate action warranted
- If corrected not grounds for nonrenewal, if not, may require additional steps to correct.

**DOCUMENT, DOCUMENT, DOCUMENT**

**VERY IMPORTANT TO REVIEW THE CONTRACT**  
**WHEN NOTIFIED BY AUTHORIZER (CSD) OF**  
**CONCERNS**

# SCHOOL AUDIT & FINANCIAL

- Foundation – audit
- Delay in audit – serious and can result in a material violation
- Third party contract (except employees and under \$60,000) approval by CSD
- THINK School's Lease
- Process for review of contracts by CSD is in Contract



# PERFORMANCE FRAMEWORKS

## ACADEMIC

- student performance standards identified in the charter contract

## FINANCIAL

- Compliance/gauge fiscal management

## ORGANIZATIONAL

- Material terms of charter from application unique to the school
- Mission, Educational Program, Targeted students, governance structure, enrollment cap, facilities ...
- Violations of law



# COMPLAINTS & LAWSUITS

- Required to report complaints filed against CS to Authorizer by **governmental** entities for violations of law, e.g. OCR and IDEA complaints
- **Required to have a complaint/grievance process**
- Authorizer required to notify school of complaints; opportunity to handle internally

# DISPUTE RESOLUTION

- Notice of dispute
- Levels of attempts to resolve and timelines
- Mediation and timelines
- May or may not be used to address suspension, nonrenewal or revocation

# PERFORMANCE FRAMEWORK





# ACADEMIC indicators and targets

- Student academic performance
- Academic growth
- Achievement gaps (proficiency and growth)
- Attendance
- Recurrent enrollment
- High School post 2<sup>o</sup> readiness
- Graduation Rate

## 1. STATE AND FEDERAL ACCOUNTABILITY SYSTEM

1. Is the school meeting acceptable standards according to New Mexico's A-F grading system?

**Exceeds Standard:**

The school received an A on the state's grading system.

**Meets Standard:**

The school received a B on the state's grading system.

**Meets Standard:**

The school received a C on the state's grading system

The school will write an improvement plan which they believe will result in improved results for the students of the school. This must be presented to the PEC for approval within 40 calendar days from the release of school grades.

**Does Not Meet Standard:**

The school received a D on the state's grading system

The school will write an improvement plan which they believe will result in improved results for the students of the school. This must be presented to the PEC for approval within 40 calendar days from the release of school grades

**Falls Far Below Standard:**

The school received an F on the state's grading system.

The school will write an improvement plan which they believe will result in improved results for the students of the school. This must be presented to the PEC for approval within 40 calendar days from the release of school grades.

# SPECIFIC INDICATORS

- Agreed to by parties
- “Mission specific” PEC interpret these to mean reading and math goals, not really specific to your mission
- “Optional Indicators”
- Each indicator and target – negotiated
- Must establish “target” by which measure far exceeds, meets, does not meet, falls far below

# FINANCIAL

- Compliance with NMPED and other rules and laws applicable to public finances
  - Timely reporting
  - Audit findings
  - Conducting business according to acceptable accounting standards
  - Making expenditures and seeking reimbursements
  - Finance Committee monitor and report

# FINANCIAL OVERSIGHT OF GC

- **GUT CHECK**

- Do you know whether your check book balances?
- Do you feel comfortable that you know where money is spent?
- Do you have reasonable assurances that bills are paid? Contracts are enforced?
- Do you understand how the School's financial operations function?
- Role of independent annual audit?

# OPERATIONAL

- Governing Council oversight is key
  - Educational Plan
  - Legal Compliance (all areas)
    - E.g. IDEA, ELL, Finances, Open Meetings Act, training requirements, accountability of administration, relating to employees, facilities, etc.

# GOVERNING BODY MONITORING

- Systematic review of compliance with Contract and Performance Framework
- Performance Framework provides specific areas that will be evaluated
- System to:
  - determine baseline, e.g. what policies are missing/need to be updated?
  - path to improve/meet goals
  - identify evidence to demonstrate compliance/accomplishment





# SUGGESTIONS

- Committee(s) to develop monitoring scheme
- Identify individuals responsible for information and **evidence**
- Set dates for reporting to GC on specific indicators (coordinate with testing results, reporting periods (e.g. audits) other relevant times in school's calendar)
- Use regular meeting calendar and coordinate reporting to GC meetings as standing item

# PEC “PILOT” PROJECT

- Approved for implementation at PEC’s October meeting
- Highlights:
  - Use information uploaded by School into WebEPSS to monitor School performance
  - GC Monitoring/response to report (OMA compliance, bylaws, etc)
- **HANDOUT - DISCUSSION**

# OTHER IDEAS FOR WAYS TO MONITOR?



REPRESENTING CHARTER SCHOOLS SINCE 1999  
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