**DPS performance contract, for a school with a possible one-year extension as well as language supporting surrender of the charter.**

**10. OBJECTIVES/PUPIL PERFORMANCE STANDARDS AND EVALUATION**

A. Organizational Performance Objectives. The School shall adhere to the following organizational performance objectives, which shall be measured annually.

a. The School’s expenditures, inter-fund transfers, and reserves shall not be in excess of available revenues and beginning fund balances;

b. The School shall maintain a reserve that meets the statutory requirements under the provisions of Article X, § 20(5) the Colorado constitution (TABOR); C.R.S. § 22-44-105 (1) (c.5).

c. The School shall provide the District with a copy of a lease or purchase agreement providing evidence that the School has secured an acceptable facility in which to operate no later than 150 days prior to the opening of the school (unless the parties mutually agree to a different date). If the school is leasing facilities, the school shall ensure that a lease is in place no later than 150 days prior to the start of subsequent school years. If a new lease is secured or the terms of the lease change, the School shall provide the District with a new copy of the lease no later than 150 days prior to the start of school. The School’s facilities are subject to all additional requirements outlined in Section 16 of this Contract.

B. Academic Performance Objectives. The School shall adhere to the following academic performance objectives, which shall be measured annually.

a. DPS School Performance Framework (SPF): The School shall annually Meet Expectations or Exceed objective Expectations on the DPS School Performance Framework or make adequate progress towards this. The School will only receive an official SPF rating for the entity recognized in this Contract and identified by a CDE supplied school number. No subdivision of the School shall receive a public rating. If the School’s grade configuration or population is such that they are issued a DPS Alternative School Performance Framework or DPS Early Education School Performance Framework in lieu of the traditional SPF, these results will be used to evaluate the School’s academic performance. The School will have the ability to review the SPF prior to its release and provide comments on accuracy, access to student level data, and access to the rubrics outlining how SPF metrics are calculated.

i. If the School Performance Framework is not available on a timeline to inform accountability processes, the District will set targets based on available data that are equally rigorous to the target of Meeting Expectations on the prior year's SPF.

ii. For the purposes of this Contract, the District and School have mutually agreed to the performance benchmarks that shall constitute adequate progress towards meeting SPF expectations. To be found to have made adequate progress, the School must meet the following performance benchmarks in their entirety:

RISEUP COMMUNITY SCHOOL shall be rated as “Accredited on Watch” on the 2020 District Alternative SPF; AND

RISEUP COMMUNITY SCHOOL shall have a minimum of 70% of students who are enrolled during a testing window take each of the MAP subject areas tests (Math, Reading, and Language Use) in each of the District’s upcoming testing windows (Winter and Spring).

If RISEUP COMMUNITY SCHOOL meets the performance benchmarks in their entirety each year AND other provisions outlined in the contract, then RISEUP COMMUNITY SCHOOL will be granted a one-year extension through 2022.

If RISEUP COMMUNITY SCHOOL does not meet the performance benchmarks or other provisions outlined in the contract, RISEUP COMMUNITY SCHOOL has agreed to surrender its contract and the contract shall end on June 30, 2021. The school will not be eligible for renewal.

C. State-Required Assessments. Student results, including those measuring longitudinal growth and levels of proficiency, on state-required assessments shall equal or exceed results for schools serving comparable students district-wide.

D. ACCESS or comparable State-mandated test of English Language Proficiency. Student growth on state-required assessments of English language proficiency shall equal or exceed results for schools serving comparable students district-wide.

E. State and Federal Accountability. The School shall meet all State accountability requirements of the Educational Accountability Act (C.R.S. §§ 22-11-101 et seq.), as amended by SB 09-163 and shall meet all Federal accountability requirements not explicitly waived in the Colorado Department of Education’s (CDE) ESEA Flexibility Request or subsequent provisions under ESSA.

F. Evaluation and Progress Monitoring. The School shall be subject to review of its operations, including related records, when the District, in its sole discretion, deems such review necessary. The District determines the process and method by which it collects and analyzes data and the School agrees to cooperate with the District and submit any required documentation.

G. Renewal Review Process. The School shall be subject to a rigorous, objective evaluation process in order to renew this Contract. The Renewal Review Process shall occur in the final school year of the current term of this Contract. Such process shall include multiple measures of progress towards the Performance Objectives as well as compliance with the other terms and requirements of this Contract. The School shall be required to submit a renewal application as part of such process, in form and substance acceptable to the District. In addition, the School may be required to participate in review meetings, discussions, and/or school visits conducted by the District. Schools rated as “Accredited on Watch,” “Accredited on Priority Watch,” or “Accredited on Probation” on the DPS School Performance Framework must meet the mutually agreed upon performance benchmarks in their entirety (if applicable), as determined by the District, and also demonstrate a capacity for ongoing school improvement in order to receive a contract renewal.

H. Annual Progress Monitoring. The District shall regularly gather academic, operational and financial data in order to determine the School’s progress towards the Performance Objectives as well as to monitor general compliance with contract requirements and local, state and federal law.

a. As part of Annual Progress Monitoring, the District may use evaluative tools such as the Financial Performance Framework to benchmark the performance of the School against other charter or District schools. The District reserves the right to develop and implement such tools. The School shall have the right to review official reports and analysis prepared by the District as part of the Annual Progress Monitoring.

b. As part of Annual Progress Monitoring, the District will provide all schools with annual feedback on academic performance and organizational sustainability, per the requirements of C.R.S. § 22-30.5-110 (1)(b).

I. Interim Review Process. The School may be subject to an Interim Review Process in a year other than the final year of this Contract, at the sole discretion of the District. Similar to the Renewal Review Process, the Interim Review Process shall include multiple measures of progress towards the Performance Objectives as well as compliance with the other terms and requirements of this Contract. The Interim Review Process may require unique data submissions, meetings, discussions and/or school visits conducted by the District.

J. Parent Satisfaction. Each year, the School shall administer a survey to measure the satisfaction of its parents and students. The School shall use, at a minimum, the satisfaction survey developed and scored by the District. The School may also administer its own satisfaction survey but this cannot be in lieu of the District survey.

K. Failure to Meet Objectives. If the District reasonably determines that a) there is a substantial likelihood that the School will fail to meet or make reasonable progress toward achievement of the Performance Objectives, b) it will fail to meet generally accepted standards of fiscal management, c) it is failing to comply with District policies not expressly waived, or d) to address concerns regarding the health and safety of students and staff at the School, the District may invoke the right to review and require remedial action. In that event, upon written notice by the District, the School shall, within thirty (30) days of notice, propose a Corrective Action Plan. The District shall have the right to approve or reject the plan, and to monitor implementation of the plan. As part of the Corrective Action Plan, the District may require that the School identify specific interim performance objectives to be set and that this Contract be amended to include these interim performance objectives. These objectives must be agreed upon by the School and District and this right shall not supersede other rights provided around District action. If the School disputes these requirements, the School and District shall undergo the Dispute Resolution Process described in Section 25 of this Contract.

a. The School acknowledges that achieving the Performance Objectives and complying with the material terms of this Contract is critical to meeting the needs of students in the District. The School shall actively monitor its own progress towards achieving the Performance Objectives and any benchmarks outlined in a corrective action plan, as applicable. If the School continues to fail to meet the Performance Objectives, the School agrees that its Board will consider the option of relinquishing this Contract. Further, the School acknowledges that a failure to meet the Performance Objectives is a material breach, as outlined in Section 22 of this Contract.