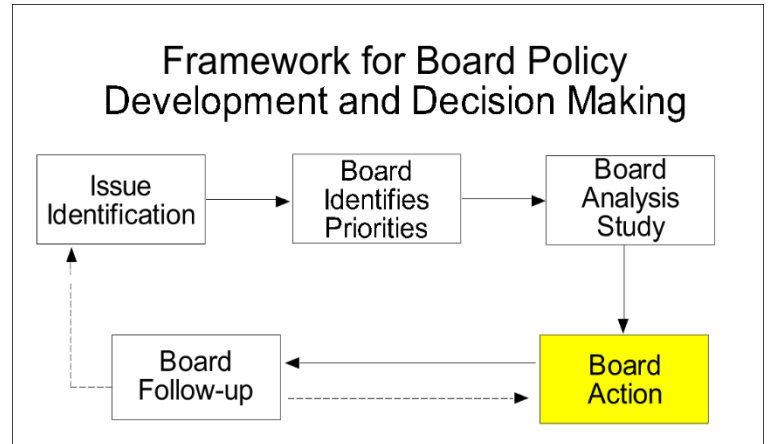


# Iowa State Board of Education

## Executive Summary

February 6, 2025



**Agenda Item:** Charter School Contract Approval - Davenport Prep

**State Board Priority:** Goal 5

**State Board Role/Authority:** The State Board of Education is the sole authorizer of Iowa charter schools. Iowa Code section 256E.1(4).

**Presenter(s):** Deborah Elder  
Chief Operating Officer

Thomas Mayes  
General Counsel

**Attachment(s):** One

**Recommendation:** It is recommended that the State Board approve the contract for Davenport Prep Charter School.

**Background:** On January 9, 2025, the State Board approved the Davenport Prep Charter School application. Iowa Code chapter 256E requires the State Board to approve the contract within 30 days of post-application approval. Per Iowa Code section 256E.6(3), each charter school contract shall be signed by the president of the State Board and the president or appropriate officer of the governing body founding group.

CHARTER SCHOOL CONTRACT

BETWEEN

**THE IOWA STATE BOARD OF EDUCATION**

And

**Davenport Prep**

**PARTIES**

This charter school contract (“the Contract”) is executed on February 6, 2025 by and between the Iowa State Board of Education (“the Authorizer”) and Opportunity Education (the “Applicant(s)”) collectively, “the Parties,” to establish and operate Davenport Prep (“the School”), a charter school within the boundaries of the State of Iowa that operates as a new attendance center independently from a public district pursuant to Iowa Code Chapter 256E.

**RECITALS**

WHEREAS, pursuant to Iowa Code Chapter 256E, and Iowa Administrative Code Chapter 281—19, and

WHEREAS, pursuant to Iowa Code section 256E.5, the Iowa State Board of Education has the authority and is recognized to be an Authorizer empowered to approve applications to establish charter schools in the State of Iowa and to enter into charter contracts pursuant to Iowa Code section 256E.6, and

WHEREAS, on November 1, 2024, Opportunity Education submitted the application (“the Application”) for establishment and operation of the School pursuant to Iowa Code Chapter 256E, and

WHEREAS, the Iowa State Board of Education approved this application on January 9, 2025 in compliance with Iowa Code section 256E.5, and

NOW, THEREFORE, in consideration of mutual promises, representations, warranties, and other considerations recited in this contract and for other good and lawful considerations, the receipt and sufficiency of which is hereby acknowledged, the Iowa State Board of Education and Opportunity Education agree to the Terms and Conditions of this contract.

**1. DEFINITIONS**

**1.1. Certain Definitions.** For purposes of this Contract, in addition to the terms defined throughout this Contract, each of the following words and expressions, whenever initially capitalized, shall have the meaning set forth in this Section:

“Applicable Law” means all state and federal law applicable to Iowa charter schools and any regulations implemented pursuant thereto.

“Attendance Center” means a school building that contains classrooms used for instructional purposes for elementary, middle, or secondary school students.

“Authorizer” means the Iowa State Board of Education and all authorized agents.

“Authorized Agent” means all employees, officers, contractors, or other authorized agents of the State Board of Education and all employees, officers, contractors or other authorized agents of the Iowa State Department of Education.

“Charter School” means a school established in accordance with Iowa Code Chapter 256E.

“Charter Schools Act” means the Iowa Code Chapter 256E, as amended, and any rules adopted pursuant thereto.

“Department” means the State of Iowa Department of Education.

“Education Service Provider” means an education management organization, charter school management organization, or other person with whom a charter school contracts for educational program implementation or comprehensive management.

“Founding Group” means a person, group of persons, or education service provider that develops and submits an application for a charter school to the State Board under Iowa Code Chapter 256E.

“Governing Board” means an independent board of a charter school whose members are elected or selected pursuant to the charter school contract, subject to the requirements of Iowa Code Section 256E.7, Subsection 6.

“State Board” means the Iowa State Board of Education.

**1.2. Captions.** The captions and headings used in this Contract are for convenience only and shall not be used in construing the provisions of this Contract.

**1.3. Gender and Number.** The use of any gender in this Contract shall be deemed to be or include the other genders, including neuter, and the use of the singular shall be deemed to include the plural (and vice versa) wherever applicable.

## **2. ESTABLISHMENT**

**2.1. The Charter School.** The Iowa State Board of Education, as an Authorizer under the Charter Schools Act, hereby authorizes Opportunity Education to establish Davenport Prep pursuant to the Charter Schools Act and this Contract.

**2.2. Name.** The name of the School shall be Davenport Prep.

**2.3. Opening Date.** For purposes of this Contract, the opening date of the School shall be the 2026-2027 school year.

**2.4. Target Location.** The School shall be established at within the Davenport metropolitan area. Upon securing an exact location, the applicant will inform the Authorizer. This location shall not be changed or amended unless specifically approved by the Authorizer.

**2.5. Charter Contract.** This Contract is a legally binding document and consists of this signed Contract, additional terms and assurances incorporated in attached Exhibits, the Application, which is incorporated

herein by reference, submitted by the Applicant, the Performance Framework and/or Accountability Plan, and all Applicable Law.

**2.6. Compliance with Other Laws.** The School, through the Governing Board, shall comply with all applicable federal laws and regulations, including, but not limited to, such laws and regulations governing employment, environment, disabilities, civil rights, children with special needs, transportation, and student records. The School, through its Governing Board, shall also comply with all applicable health and safety laws and regulations, whether federal, state, or local.

**2.7. Monitoring and Oversight.** The Authorizer shall monitor the effectiveness of the School and the School's compliance with applicable laws, rules, and regulations. Failure to comply with Applicable Laws may result in corrective measures being taken by the Authorizer as provided by in the Charter Schools Act or this Contract, which may include revocation or nonrenewal. To permit the Authorizer to fulfill its oversight functions under the Charter Schools Act and ensure the School is in compliance with Applicable Laws and the terms of this Contract, the School agrees to cooperate with all requests for reports, audits, formal and informal investigations, formal and informal visits, and inspections of books and records of the School.

### **3. PURPOSE & MISSION**

**3.1. Purpose.** This Contract outlines the roles, powers, responsibilities, and performance expectations governing the establishment and operation of the School, which is a part of the State's public education system. The purpose(s) of the School, in fulfillment of Iowa Code section 256E.1, are to:

3.1.1. Improve student learning, well-being, and postsecondary success.

3.1.2. Increase learning opportunities for students in areas of need in this state, including but not limited to science, technology, engineering, and math (STEM), and science, technology, engineering, arts, and math (STEAM).

3.1.3. Increase learning opportunities for work-based learning, early literacy intervention, and serving at-risk populations.

3.1.4. Accelerating student learning to prevent learning loss during the COVID-19 pandemic and other significant disruptions to student learning.

3.1.5. Encourage the use of evidence-based practices in innovative environments.

3.1.6. Require the measurement and evaluation of program implementation and learning outcomes.

3.1.7. Establish models of success for Iowa schools.

3.1.8. Create new professional opportunities for teachers and other educators.

3.1.9. Investigate and establish different organizational structures for schools to use to implement a multi-tiered system of supports for students.

3.1.10. Allow greater flexibility to meet the education needs of a diverse student population and changing workforce needs.

3.1.11. Allow for the flexible allocation of resources through implementation of specialized school budgets for the benefit of the schools served.

3.1.12. Allow greater flexibility for districts and schools to focus on closing gaps in student opportunity and achievement for all students from preschool through postsecondary preparation.

3.1.13. Reserved/Not Applicable

**3.2. Mission.** The mission of Davenport Prep is to support every student to own, invest in, and drive their learning. Our mission matters because young people live in a rapidly changing world that requires them to learn in every situation, grow from every challenge, and tackle unsolved problems with courage and creativity.

#### 4. TERM AND RENEWAL

**4.1. Term of Contract.** This Contract shall commence on the date this document is fully executed. Davenport Prep plans to open in the 2026-2027 school year. This Contract shall expire on June 30, 2031 unless terminated or extended pursuant to the terms hereof.

**4.2. Pre-Opening and Start-Up Conditions.** Pursuant to Iowa Code section 256E.6, subsection 6, the Authorizer may establish requirements, conditions and procedures to govern and monitor the pre-opening and start-up process of the School, including but not limited to conditions ensuring the School meets all building, health, safety, insurance, and other legal requirements. If such requirements and conditions are established by the Authorizer, the Authorizer may impose all corrective actions and sanctions as appropriate, including termination of the Contract, for failure to comply or satisfy requirements and conditions.

**4.3. Amendment or Modification.** No amendment or modification to this Contract shall be valid unless ratified in writing by the Authorizer and the Governing Board and executed by authorized representatives of the Parties.

**4.4. Renewal of Contract.** The Contract may be renewed for periods of time not to exceed five years, in accordance with Iowa Code section 256E.10. By June 30 of the school year prior to the final year of the current Contract term, the Authorizer shall issue renewal guidance to the School. Renewal guidance shall, at a minimum, include the criteria that will be used when assessing renewal decisions and provide an opportunity for the School to present additional evidence, beyond the data contained in the Performance Report, describe improvements undertaken or planned for the School, and describe the School's plans, including proposed modifications for the next Contract term. No later than October 1 of the final year of the current Contract term, the Governing Board shall submit a written proposal to the Authorizer in accordance with Iowa Code 256E, setting forth proposed terms of renewal of the Contract. The Authorizer shall, by written resolution, issue a renewal or denial decision within sixty days following the filing of the renewal application.

#### 5. GOVERNANCE

**5.1. Governance.** The School shall be governed by its Governing Board in a manner that is consistent with the terms of this Contract so long as such provisions are compliant with state, federal, and local law.

The Governing Board shall have final authority and responsibility for the academic, financial, and organizational performance of the School, the fulfillment of the Contract, and approval of the School's budgets. The Governing Board shall be responsible for policy and operational decisions of the School, and shall operate the School consistent with the terms of this Contract. Nothing herein shall prevent the Governing Board from delegating decision-making authority for policy and operational decisions to officers, employees, and agents of the School. However, such delegation will not relieve the Governing Board of its obligations under the law or this Contract, should the School fail to satisfy those obligations.

**5.2. Bylaws.** The articles of incorporation and bylaws (herein "the Articles and Bylaws") of the School shall provide for governance of the operation of the School as a public charter school and shall at all times be consistent with Applicable Laws and this Contract. The Article and Bylaws are attached to this Contract as "Attachment 1: Articles & Bylaws." Any modification of the Articles and Bylaws must be submitted to the Authorizer within five (5) business days of approval by the Governing Board.

**5.3. Non-Profit Status.** In order to fulfill the School's public purpose in accordance with Iowa Code section 256E.7, the School shall be organized as a nonprofit education organization. The School shall at all times maintain itself as an Iowa general not-for-profit corporation capable of exercising the functions of the School under Applicable Laws, and shall timely make all required filings with the office of the Iowa Secretary of State.

**5.4. Public School Status.** The School shall be deemed a public school, in accordance with Iowa Code section 256E.7, subject to all applicable provisions of local, state and federal law and regulation, specifically including but not limited to health and safety, civil rights, student assessment and assessment administration, data collection, reporting, grading, and remediation requirements, except to the extent such provisions are inapplicable to charter schools in accordance with Iowa Code section 256E.7 or the School has obtained waivers in accordance with Iowa Code section 256E.5, subsection 4, paragraph ab.

**5.5. Nonsectarian Status.** The School shall be nonsectarian in its programs, admissions policies, employment practices and all other operations, in accordance with Iowa Code section 256E.7, subsection 2, paragraph b. The School shall not be to any extent under the control or direction of any religious denomination.

**5.6. Open Meetings and Public Records.** The School shall maintain and implement policies to ensure compliance with all applicable laws and regulations relating to public meetings and records. For purposes of Iowa Code Chapter 21 and Iowa Code Chapter 22, the Governing Board shall be considered a governmental body and subject to applicable open meetings and public records laws and regulations.

**5.7. Composition.** The composition of the Governing Board shall at all times be determined by and consistent with the Articles and Bylaws and Applicable Law. In carrying out their responsibilities, the law imposes on Governing Board members fiduciary duties of care, loyalty, and obedience to the law. In accordance with Iowa Code section 256E.7, subsection 11, all members of the Governing Board must be residents of the State of Iowa, and a majority of the Governing Board members must be residents of the geographic area served by the School. However, in the event that Iowa Code section 256E.7 subsection 11 is subsequently amended or changed, this Contract and specifically the Governing Board composition requirements of this Section will automatically be governed by and according to any such amendments or changes in the Iowa Code and as provided by Section 17.11 below.

**5.8. Change in Status or Governance.** The Governing Board shall not alter its legal status without first obtaining written authorization from the Authorizer. The Governing Board shall notify the Authorizer of any minor, non-material, modification of the School's Articles and Bylaws within fifteen (15) business days of approval by the Governing Board. The Governing Board shall notify the Authorizer of any changes to the Board Roster and Disclosures within fifteen (15) business days of their taking effect and provide an amended Board Roster and Disclosures. If, at any time, the Governing Board fails to operate in accordance with the terms of its Articles and Bylaws, including rostering a number of board members below the permissible minimum, it shall immediately notify the Authorizer of that failure.

**5.9. Conflicts of Interest and Code of Ethics.** The Governing Board shall adopt a Conflicts of Interest Policy and a Code of Ethics policy in accordance with Iowa Code section 256E.7, subsection 7, for all Governing Board members. Any amendment to the Conflicts of Interest Policy or the Code of Ethics policy must be adopted by the Governing Board. Any approved changes may be made without amendment to this Contract.

**5.10. Anti-Nepotism Policy.** The Governing Board shall adopt a policy regarding the hiring and supervising of family members of Governing Board members and School staff to prevent nepotism, in accordance with Iowa Code section 256E.7, subsection 8. This policy shall include a disclosure to the Governing Board of potential nepotism in hiring and supervision and any person subject to the policy with a conflict shall not be involved in the hiring decision or supervision of a potential employee.

**5.11. Posting of Annual Budget.** The Governing Board shall post the School's annual budget for each year of this Contract term on the School's internet site for public viewing within ten (10) days of approval of the budget, in accordance with Iowa Code section 256E.7, subsection 12. Each posted budget shall continue to be accessible for public viewing on the internet site for all subsequent budget years.

**5.12. Management by an Education Service Provider.** The School is managed by an Education Service Provider, and the Governing Board of the School shall have access to all records of the Education Service Provider that are necessary to evaluate any provision of the contract or evaluate the Education Service Provider's performance under the contract.

## **6. GENERAL OPERATING POWERS AND DUTIES**

**6.1. General.** The School and the Governing Board shall operate at all times in accordance with all federal and state laws, local ordinances, regulations and Authorizer policies applicable to charter schools, except to the extent the School has obtained waivers, in accordance with Iowa Code section 256E.5, subsection 4, paragraph ab.

**6.2. Operating Powers.** In accordance with Iowa Code section 256.7, subsection 1, the School shall have all the powers necessary for carrying out the terms of the Contract including but not limited to the following, as applicable:

6.2.1. Receive and expend funds for charter school purposes.

6.2.2. Secure appropriate insurance and enter into contracts and leases.

6.2.3. Contract with an Education Service Provider for the management and operation of the School so long as the Governing Board retains oversight authority over the School.

- 6.2.4. Incur debt in anticipation of the receipt of public or private funds.
- 6.2.5. Pledge, assign, or encumber the School's assets to be used as collateral for loans or extensions of credit.
- 6.2.6. Solicit and accept gifts or grants for charter school purposes unless otherwise prohibited by law or by the terms of the Contract.
- 6.2.7. Acquire from public or private sources real property for use as a charter school or a facility directly related to the operations of the School.
- 6.2.8. Sue and be sued in the School's own name.
- 6.2.9. Operate an education program that may be offered by any non-charter public school or school district.

**6.3. Exemptions and Limitations.** In accordance with Iowa Code section 256.7, subsection 2, the School is exempt from all state statutes and rules and any local rule, regulation, or policy applicable to a non-charter school, except that the School shall do all of the following:

- 6.3.1. Meet all applicable federal, state, and local health and safety requirements, including but not limited to mandatory reporting of child abuse under Iowa Code section 232.69, investigation of abuse by school employees under Iowa Administrative Code Chapter 281—102, and seclusion and restraint under Iowa Administrative Code Chapter 281—103, and laws prohibiting discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, ancestry, or disability.
- 6.3.2. Operate as a nonsectarian, nonreligious school.
- 6.3.3. Be free of tuition and application fees to Iowa resident students between the ages of 5 and 21 years.
- 6.3.4. Be subject to and comply with Iowa Code Chapters 216 and 216A relating to civil and human rights.
- 6.3.5. Provide special education services in accordance with Iowa Code Chapter 256B.
- 6.3.6. Be subject to the same financial audits, audit procedures, and audit requirements as a school district. The audit shall be consistent with the requirements of Iowa Code sections 11.6, 11.14, 11.19, and 279.29, and Iowa Code section 256.9(20), except to the extent deviations are necessary because of the program at the school. The department, the auditor of the state, or the legislative services agency may conduct financial, program, or compliance audits.
- 6.3.7. Be subject to and comply with the requirements of Iowa Code section 256.7(21) and the educational standards of Iowa Code section 256.11, unless specifically waived by the Authorizer during the application process. In accordance with Iowa Code section 256E.7, subsection 2, paragraph g, the Authorizer may not exempt the School from the educational standards established in Iowa Code section 256.11, subsection p, Paragraph a, related to the use of



instruction related to agriculture to fulfill a portion of the unit requirements related to science, or the educational standards established in Iowa Code section 256.11, subsection 5, paragraph e, related to the use of instruction related to applied sciences, technology, engineering, or manufacturing to fulfill a portion of the unit requirements related to mathematics.

6.3.8. Provide instruction for at least the number of days or hours required by Iowa Code section 279.10(1), unless specifically waived by the Iowa State Board of Education as part of the application process.

6.3.9. Be subject to and comply with Iowa Code sections 279.13 and 279.69 relating to state criminal history checks for teachers and registry checks for school employees in the same manner as a school district.

6.3.10. Be subject to and comply with the requirements of Iowa Code section 279.14B relating to prohibiting retaliation against employees or contractors for disclosing certain specified information in the same manner as a school district.

6.3.11. Be subject to and comply with the requirements of Iowa Code section 279.65 relating to student handbooks in the same manner as a school district.

6.3.12. Be subject to and comply with the requirements of Iowa Code section 279.65A relating to the adoption of policies related to the discipline of a student for making a threat of violence or causing an incident of violence that results in injury or property damage or assault in the same manner as a school district.

6.3.13. Be subject to and comply with Iowa Code section 279.76 relating to physical examinations, health screenings, and formal examinations or surveys designed to assess a student's mental, emotional, or physical health in the same manner as a school district.

6.3.14. Be subject to and comply with the requirements of Iowa Code section 279.78 relating to prohibitions and requirements related to the gender identity of students in the same manner as a school district.

6.3.15. Be subject to and comply with the requirements of Iowa Code section 279.79 relating to student, employee, and contractor participation in surveys, analyses, activities, or evaluations in the same manner as a school district.

6.3.16. Be subject to and comply with the requirements of Iowa Code section 279.80 relating to sexual orientation and gender identity instruction in kindergarten through grade six in the same manner as a school district.

6.3.17. Be subject to and comply with the requirements of Iowa Code section 279.81 relating to prohibiting students from serving on any committees that determine, or provide recommendations related to, whether a material in a school library should be removed.

6.3.18. Be subject to and comply with the requirements of Iowa Code section 280.34 relating to the reporting and investigation of an incident involving the possible commission of a felony by any

person who has been issued a license, endorsement, certification, authorization, or statement of recognition by the board of educational examiners in the same manner as a school district.

6.3.19. Be subject to and comply with the requirements of Iowa Code section 280.35 relating to the requirement to view the board of educational examiners' public license information prior to hiring an individual who has been issued a license, endorsement, certification, authorization, or statement of recognition by the board of educational examiners in the same manner as a school district.

6.3.20. Comply with the requirements of the Iowa Administrative Code Chapter 281—19.

**6.4. Non-discrimination.** The School shall not discriminate against any student, employee, or any other person on the basis of race, ethnicity, national origin, gender (except with respect to admission of students by single-sex schools), disability or any other ground that would be unlawful if done by any other public school. The School shall take all steps necessary to ensure that discrimination does not occur, as required by federal civil rights law.

**6.5. Authorizer Right to Review.** The School will be subject to review of its operations and finances by the Authorizer, including related records, when the Authorizer, in its sole discretion, deems such review necessary.

**6.6. Administrative Records.** The School will maintain all administrative records, including student academic records, required by law and Authorizer policies and procedures, to the extent no waivers apply. The School agrees to make all administrative and student records promptly available to the Authorizer upon request.

**6.7. No Encumbrances.** The School will not encumber to any third party any of its assets without the written permission of the Authorizer.

**6.8. Transactions with Affiliates.** The School shall not, directly or indirectly, enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any affiliate of the School, any member past or present of the Governing Board, or any employee past or present of the School (except in their employment capacity), or any family member of the foregoing individuals unless the terms of such transaction (considering all facts and circumstances) are no less favorable to the School than those that could be obtained at the time from a person that is not such an affiliate, member or employee or an individual related thereto, and the involved individual recuses him or herself from all Governing Board discussions, and does not vote on or decide any matters related to such transaction. The Governing Board must disclose any conflicts and operate in accordance with the School's Conflicts of Interest policy that has been approved by the Authorizer.

## **7. EDUCATION PROGRAM**

**7.1. Educational Program Terms and Design Elements.** The School shall operate an educational program and program of instruction serving the educational needs of all students enrolled therein. The School is required to implement, deliver, support, and maintain the design elements and educational program terms described in the application, incorporated herein by reference. Design elements include, but are not limited to, the mission, vision, objectives and goals, and the educational terms identified in the application. As identified in the Application, such design elements include, but are not limited to:

7.1.1. Mastery of state academic standards, individualized learning, Pathways Program, active learning through curriculum, lesson design, effective feedback, and a skills-forward focus.

**7.2. Content Standards.** The School's education program shall meet or exceed Iowa Academic Standards, and shall comply with all applicable laws and regulations regarding academic content and curriculum except where expressly exempt or granted a waiver pursuant to Iowa Code section 256E.5.

7.2.1. **Graduation Requirements.** The School's curriculum shall meet or exceed all applicable graduation requirements as established by The Iowa State Board of Education.

7.2.2. **Reserved/Not Applicable**

**7.3. Curriculum.** The curriculum established by the School shall be consistent with that included in the Application and as otherwise supplemented to meet or exceed Iowa Academic Standards. The School may, without seeking Authorizer approval, make reasonable modifications to its approved curriculum to permit the School to meet its educational goals and student achievement standards. Any modifications, either individually or cumulatively, that are of such a nature or degree as to cause the approved curriculum to cease to be in operation will require approval from the Authorizer and an amendment to this Contract.

**7.4. Student Assessment.** The School shall participate in all testing programs required by the Department. The School shall comply with all assessment protocols and requirements as established by the Department, maintain test security, and administer the tests consistent with all relevant state and Authorizer requirements. The School shall follow professional and ethical standards in the conduct of testing.

**7.5. English Language Learners.** The School shall at all times comply with all state and federal law applicable to the education of English language learners, including but not limited to Iowa Code section 280.4, the Elementary and Secondary Education Act, Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974. The School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The School shall employ and train teachers to provide appropriate service to English language learners.

**7.6. Students with Disabilities.** The School shall provide services and accommodations to students with disabilities as set forth in the Application and in accordance with any relevant policies thereafter adopted, as well as with all applicable provisions of the Individuals with Disabilities Education Act (20 U.S.C. § 1401 et seq.), the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and all applicable regulations promulgated pursuant to such federal laws. This includes providing services to attending students with disabilities in accordance with the individualized education program (IEP) recommended by a student's IEP team. The School shall comply with all applicable requirements of Iowa Code section 280.8 and applicable regulations concerning the provision of services to students with disabilities.

**7.7. School Year, School Days and Hours of Operation.** Instruction shall commence in the 2026-2027 school year and subsequent school years on dates established by the School, provided that the beginning date of instruction shall be no earlier than August 1 and no later than September 15 of each school year. The days and hours of operation of the School shall be as outlined in the Application or as otherwise established by the School.

**7.8. School Calendar.** No later than July 1 before the commencement of each academic year during with this Contract is in effect, the School shall submit to the Authorizer its school calendar for such academic year and the following summer session. During the term of this Contract, if the School seeks to change its school year calendar to accommodate a year-round school educational model, it may submit its proposal to the Authorizer for review and consideration.

## **8. SCHOOL PERFORMANCE STANDARDS**

**8.1. Performance Framework.** The School shall be held accountable by the Authorizer under the Performance Framework that sets forth the academic and operational performance indicators, measures, and metrics that will guide the evaluation of the School by the Authorizer, without compromising individual student privacy. The Performance Framework, as adopted by the Authorizer, shall be incorporated herein as "Attachment 2: Performance Framework." The parties agree that the performance framework may be re-negotiated from time to time as necessary to comply with any changes to applicable state or federal law. The parties further agree to work diligently and in good faith to renegotiate the Performance Framework if it becomes necessary.

**8.2. Performance Framework Metrics.** The Performance Framework shall include metrics and indicators related to following, as applicable:

8.2.1. Student academic growth and proficiency in English language arts on statewide outcome assessments.

8.2.2. Student academic growth and proficiency in mathematics on statewide outcome assessments.

8.2.3. Achievement gaps in both proficiency and growth on statewide outcome assessments between specified populations or groups of students, including groups based on gender, race, poverty, special education status, limited English proficiency, and gifted status.

8.2.4. Attendance.

8.2.5. Enrollment attrition and mobility.

8.2.6. Reserved/Not Applicable

8.2.7. 90%+ of seniors receive at least 2 post-secondary opportunities to choose from

8.2.8. Any additional academic or nonacademic metrics required by Iowa's school accountability system in compliance with the Elementary and Secondary Education Act.

8.2.9. Financial performance and sustainability.

8.2.10. Governing Board performance and stewardship, including compliance with all applicable laws, regulations, and terms of the Contract.

**8.3. Annual Performance Targets.** In accordance with Iowa Code section 256E.9, subsection 2, the School and the Authorizer have agreed upon the performance targets that are incorporated herein as

“Performance Targets.” The Performance Targets are designed to help the School meet applicable federal, state, and local standards. The Performance Targets may be amended by mutual agreement after the School is operating and has collected initial achievement data for the School’s students. The School is responsible for establishing and achieving annual Performance Targets for each performance indicator, measure, and metric as specified in the Performance Framework, with a focus on supporting opportunity youth reintegrating into public education with career technical education and post-secondary placement as priorities. The School will include any other measure as requested by the Authorizer in the Performance Framework, including but not limited to measures of operational quality, such as staffing/vacancies, retention, and facilities.

8.3.1. Davenport Prep will achieve a categorical rating of “Acceptable” or higher and “No Support Required” in the annual release of the Iowa School Performance Profile.

**8.4. Authorizer Monitoring.** The Authorizer is responsible for collecting, analyzing, and reporting all data from state assessments and other state data sources under the Performance Framework. However, all efforts shall be made by the Parties to eliminate and reduce duplicative data reporting requirements. The School shall be evaluated by the Authorizer and ranked against schools with comparable student populations under the attendance center performance ranking system developed and adopted by the Authorizer. The Authorizer shall monitor the performance and compliance of the School, including collecting and analyzing data according to the Contract to meet the requirements of the Charter Schools Act. Such oversight may include inquiries and investigations of the School so long as the activities are consistent with the intent of the Charter Schools Act, adhere to the terms of the Contract, and do not unduly inhibit the autonomy granted to the School. Any performance reporting resulting from an inquiry or investigation under this Section shall, upon conclusion of such action, be included in the Annual Report required under Iowa Code section 256E.12.

**8.5. Annual Report.** The School shall submit an annual report to assist the Authorizer in evaluating the School’s performance and compliance with the Performance Framework. The report shall be a public record, and the examination, publication, and dissemination of the report is governed by the provisions of Iowa Code Chapter 22. The annual report is due to the Authorizer on October 1 and shall include data for the prior school year. The content of the report shall comply with Iowa Code section 256E.12, subsection 1 and applicable regulations, and shall include, but is not limited to:

8.5.1. The School’s mission statement, including a vision statement and goals, as well as data measuring goal attainment.

8.5.2. Student demographics, disaggregated by grade level and protected characteristics.

8.5.3. Attendance statistics and dropout rate (average daily attendance, dropout rate, student mobility).

8.5.4. Graduation data, including four-year and five-year graduation rates, credit accrual, and number of students on track for graduation.

8.5.5. Student achievement, including annual academic growth and proficiency, including Iowa statewide assessment of student progress (ISASP) data, other assessment data, and aggregate assessment test scores.

8.5.6. Financial performance, including projections of financial stability.

8.5.7. The number and qualifications of teachers and administrators.

8.5.8. Sustainability data, including enrollment trends, staff satisfaction, and parent and student satisfaction.

**8.6. Performance Report.** In accordance with Iowa Code section 256E.10, subsection 6, the Authorizer shall issue the School a Performance Report charter school contract renewal application guidance to each charter school whose charter school contract will expire during the following school budget year annually by June 30. The performance report shall summarize the School's performance record to date based on the data required by the Contract and by the Charter Schools Act and shall identify concerns that may jeopardize renewal of the Contract if not remedied. The School shall have sixty days to respond to the Performance Report and submit any corrections or clarifications for the Performance Report.

**8.7. Site Visits.** The School shall grant access to, and cooperate with, the Authorizer, its officers, employees, and other agents, including allowing site visits by the Authorizer, its officers, employees, and other agents, to allow the Authorizer to fully evaluate the operations and performance of the School under the Performance Framework and the Charter Schools Act. Where possible, the Authorizer shall provide the School with at least 24 hours prior notice of such visits.

**8.8. Provision of Policies.** Upon request, the School shall furnish to the Authorizer copies of all written policies and procedures the School may adopt with respect to any matter relating to its management, operations, and educational program.

## 9. ENROLLMENT & ADMISSIONS

**9.1. Admissions.** The School shall not discriminate in its student admissions policies and practices based on intellectual or athletic ability, measures of achievement or aptitude, nor with regard to race, color, creed, national origin, sex, marital status, religion, ancestry, or status as a person with a disability or need for special education services. The School may limit admissions to students who are within the particular range of ages or grade levels or on another basis that would be legal if initiated by a school district.

**9.2. Enrollment.** The School shall enroll an eligible student who submits a timely application unless the number of applicants exceed the capacity of a program, class, grade level, or building. In this case, students must be accepted by lottery, using the lottery process, including establishing a waiting list of students who shall be offered the opportunity to enroll at the School if additional space later becomes available. The School may provide priority for enrollment to siblings of pupils enrolled in the School and to pupils who were enrolled in the School the previous school year unless expelled for cause. The School shall not permit dual enrollment of any student at both the School and another public school or nonpublic school. Once a student has enrolled, the student shall remain enrolled for the academic year unless there is a documented voluntary withdrawal, transfer, reassignment, or disciplinary suspension or expulsion.

**9.3. Student Transfers and Exits.** Any student exiting the School shall be documented by an exit form signed by the student's parent or guardian, which affirmatively states the reason for the transfer or exit and that the student's transfer or exit is voluntary. If the School is unable to obtain a signed form from the student's parent or guardian, the School shall complete the form with the information available.

**9.4. Minimum and Maximum Enrollment.** The minimum number of students who shall be enrolled in the school shall be 90 and the maximum number of students who may be enrolled in the school shall be 1,150. The minimum and maximum enrollment numbers determined pursuant to the School's application and negotiations between the Parties and is consistent with facilitating the academic success of students enrolled in the School and facilitating the School's ability to achieve the other objectives specified in the Contract. During the term of this Contract, if the School seeks to change its enrollment projection, including its minimum or maximum enrollment, it may submit its proposal to the Authorizer for review and consideration. Any changes to the minimum or maximum enrollment number of the School requires amendment to this Contract.

**9.5. Maximum Enrollment Review.** As necessary, the maximum enrollment of the School will be adjusted annually by the Governing Board in consultation with and approval by the Authorizer and with consideration of the School's ability to facilitate the academic success of its students, achieve the objectives specified in the Contract, and assure that its student enrollment does not exceed the capacity of its facility.

## **10. EMPLOYMENT**

**10.1. No Employee or Agency Relationship.** Neither the School, its employees, agents, nor contractors are employees or agents of the Authorizer. The Authorizer or its employees, agents, or contractors are not employees or agents of the School. None of the provisions of this Contract will be construed to create a relationship of agency, representation, joint venture, ownership, or control of employment between the Parties other than that of independent Parties contracting solely to effectuate this Contract.

**10.2. Discrimination.** Instructional staff, employees, and volunteers shall possess all applicable qualifications as required by state or federal law. The School will not discriminate in program benefits, participation, employment, or treatment based on race, age, color, religion, or national origin, and will comply with the provisions of Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq., prohibiting discrimination based on gender.

**10.3. Personnel Policies.** Upon request, the School shall provide the Authorizer with copies of its personnel policies and procedures including the qualifications required by the School in the hiring of teachers, school administrators, and other school employees as well as a description of staff responsibilities.

**10.4. Administrators.** The chief administrator of the School shall be an administrator who holds a valid license under Iowa Code Chapter 256, subchapter VII, part 3, a teacher who holds a valid license under Iowa Code Chapter 256, subchapter VII, part 3, or an individual who holds authorization to be a charter school administrator issued by the board of educational examiners under Iowa Code Chapter 256, subchapter VII, part 3.

**10.5. Teachers.** The School shall employ or contract with teachers, as defined in Iowa Code section 256.145, who hold valid licenses with an endorsement for the type of instruction or service for which the teachers are employed or under contract.

**10.6. Background Checks.** The Governing Board shall conduct thorough background checks on all of its employees and volunteers who may have significant unsupervised contact with students, including state criminal history checks for teachers and registry checks for school employees consistent with state law. The School shall not knowingly employ and shall not permit its subcontractors to knowingly employ any

individual (i) for whom a criminal background investigation has not been initiated or (ii) who has been convicted for committing or attempting to commit one of the offenses enumerated in Iowa Administrative Code Chapter 282—25.3.

## 11. FACILITIES

**11.1. Location.** The School shall provide evidence to the Authorizer that it has secured a location in the geographic area identified in the Application by January 1, 2026. The School may move its location only after obtaining written approval from the Authorizer, subject to such terms and conditions as may be specified.

**11.2. Construction, Renovation, and Maintenance of Facilities.** The School will be responsible for the construction/renovation and maintenance of any facilities owned or leased by it (to the extent agreed upon in any such lease). The School will be responsible for ensuring compliance with all accessibility requirements contained in Applicable Law.

**11.3. Inspections.** The Authorizer will have access at all reasonable times and frequency to any facility rule owned, leased, or utilized in any way by the School for purposes of inspection and review of the School's operation and to monitor the School's compliance with the terms of this Contract and all Applicable Law.

**11.4. Impracticability of Use.** If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct/renovate or upgrade a facility cannot be secured, the School shall be responsible for securing an alternative facility.

**11.5. Accessibility.** The School facilities shall conform with the Applicable Law governing public school facility access.

**11.6. Health and Safety.** The School facilities shall meet all Applicable Laws governing health, safety, occupancy, and fire code requirements and shall be of sufficient size to safely house the anticipated enrollment. Any known change in status or lapse into non-compliance with this provision must be immediately reported to the Authorizer.

## 12. FINANCIAL OPERATIONS

**12.1. Financial Management.** At all times the School shall maintain appropriate governance and managerial procedures and financial controls. Such procedures and financial controls shall include, but not be limited to:

12.1.1. commonly accepted accounting practices and the capacity to implement them;

12.1.2. a checking account;

12.1.3. adequate payroll procedures;

12.1.4. an organizational chart;

12.1.5. procedures for the creating and review of monthly and quarterly financial reports, which procedures shall specifically identify the individual who will be responsible for preparing such financial reports in the following fiscal year;



12.1.6. internal control procedures for cash receipts, cash disbursements and purchases; and

12.1.7. maintenance of asset registers and financial procedures for grants in accordance with applicable state and federal law.

**12.2. Non-Commingling.** Assets, funds, liabilities, and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization unless approved in writing by the Authorizer.

**12.3. Location and Access.** The School shall maintain, or cause to be maintained, books, records, documents, and other evidence of accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the Authorizer, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The financial records must be maintained for immediate access by the Authorizer and reasonable access by the public as required by law.

**12.4. Tuition and Fees.** The School shall not charge tuition to any student unless such student would otherwise be liable for tuition costs under the Charter Schools Act. The School may, to the extent permitted by law, charge a reasonable fee per student for workbooks, textbooks, instructional materials, classroom supplies, provided that students eligible for a fee waiver under the School's Fee Waiver Policy are not prevented from attending school or any field trip as a result of being unable to pay such fees. The fee referenced above does not apply to student activities, summer school activities, after-school activities, or any other activities at the School where the activity is not part of the curriculum and participation of the students and/or parents is voluntary.

**12.5. Outside Funding.** The School may accept gifts, donations, or grants, provided that no such gifts, grants, or donations may be accepted if contrary to applicable law or the terms of this Contract.

**12.6. School Funding.** The School will receive funding under the provisions of Iowa Code section 256E.8 and associated rules and procedures.

**12.7. Annual Financial Report.** The School shall submit a certified Annual Report consistent with the requirements of Iowa Administrative Code Chapter 281—19. The annual financial report is due to the Authorizer by September 15.

**12.8. Annual Audits.** The School shall cause a Financial Statement Audit to be performed annually at its expense by an outside independent auditor retained by the School and reasonably acceptable to the Authorizer. The Financial Audits shall include, without limitation:

12.8.1. An opinion on the financial statements (and Supplementary Schedule of Expenditures of Federal Awards, if applicable);

12.8.2. A report on compliance and internal control over financial reporting based on an audit of financial statements performed under Government Accounting Standards; and

12.8.3. A report on compliance with requirements of applicable laws and regulations, including the audit requirements contained in the Performance Framework. The Financial Audits shall be made available to the Authorizer no later than March 31 of each year during the term of this Contract.

### **13. BUDGET**

**13.1. Budget and Cash Flow.** The School shall prepare and provide to the Authorizer a copy of its annual budget and cash flow projections for each fiscal year by no later than July 1 of such fiscal year. The fiscal year for the School shall begin on July 1 of each year and end on June 30 of the subsequent year.

**13.2. Annual Budgets.** The Governing Board shall adopt a budget and an appropriate resolution for each fiscal year, prior to the beginning of the fiscal year. The budget shall:

13.2.1. Be presented in a summary format which is consistent with accepted practice in the field;

13.2.2. Be presented in a summary format that will allow for comparisons of revenues and expenditures among Authorizer schools by pupil;

13.2.3. Be presented in a format that itemizes expenditures of the School by fund and by pupil;

13.2.4. Show the amount budgeted for the current fiscal year;

13.2.5. Show the amount estimated to be expended for the current fiscal year;

13.2.6. Show the amount budgeted for the ensuing fiscal year;

13.2.7. Specify the proposed expenditures and anticipated revenues arising from the contracting of bonded indebtedness by a capital improvement zone located within the jurisdiction of the Authorizer, if applicable;

13.2.8. Ensure that the School holds unrestricted general fund or cash fund emergency reserves in the amount required by Applicable Law or Authorizer policies; and

13.2.9. Not provide for expenditures, inter-fund transfer, or reserves in excess of available revenues and beginning fund balances.

**13.3. Reconciliation.** The School is required to provide reconciliation between the beginning fund balance on a budgetary basis and on a modified accrual basis of accounting. The reconciliation shall include but need not be limited to the liability for accrued salaries and related benefits. The reconciliation shall be included with the final version of the amended budget and the annual audited financial statements.

### **14. INSURANCE AND LEGAL LIABILITIES**

**14.1. Insurance.** The School shall maintain adequate insurance necessary for the operation of the School, including but not limited to property insurance, general liability insurance, workers' compensation insurance, unemployment compensation insurance, motor vehicle insurance, and errors and omissions insurance covering the Governing Board, School, and its employees and agents with policy limits as set forth below:

14.1.1. Comprehensive general liability: \$1,000,000/\$3,000,000

14.1.2. Officers, directors and employees errors and omissions: \$1,000,000

14.1.3. Professional liability insurance: \$2,000,000/\$2,000,000

14.1.4. Data breach insurance: \$1,000,000

14.1.5. Property insurance: As required by landlord

14.1.6. Motor vehicle liability (if appropriate): \$1,000,000 nonowned, hired car vehicle coverage

14.1.7. Fidelity/crime coverage: \$1,000,000

14.1.8. Worker's compensation and employer's liability insurance: Statutorily required workers compensation limit

**14.2. Insurance Certification.** The School shall, by August 1 of each year, provide the Authorizer with proof of insurance as required by state law and Authorizer policy.

**14.3. Risk Management.** Within 24 hours of identification of any pending or threatened claims or charges the School will inform the Authorizer of all notices of claims. In addition to satisfying its indemnification obligations, the School will cooperate fully with the Authorizer in the defense of any claims asserted against the Authorizer, its board members, agents or employees arising from or related to the operation of the School and comply with the defense and reimbursement provisions of all applicable insurance policies.

**14.4. Limitation of Liabilities.** In no event will the State of Iowa, or its agencies, officers, employees, or agents, including, but not limited to the Authorizer, be responsible or liable for the debts, acts or omissions of the School, its officers, employees, or agents.

**14.5. Indemnification.** To the fullest extent permitted by law, the School shall indemnify, defend and hold harmless the Authorizer, State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract by the Schools' agents, employees, representatives, or contractors. The School's obligation to indemnify, defend, and hold harmless includes any claim by Schools' agents, employees, representatives, or any contractor or its employees. The School expressly agrees to indemnify, defend, and hold harmless the Authorizer and State for any claim arising out of or incident to School's or any contractor's performance or failure to perform obligations under the Contract. The obligation of indemnification includes all attorney fees, costs, and expenses incurred by the Authorizer and/or State in defense of any suits, actions, grievances, charges and/or proceedings. This obligation shall survive the term of this Contract. To the fullest extent permitted by law, the Authorizer shall indemnify, defend and hold harmless the School, its Governing Board, and all officials, agents and employees of the School, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract by the Authorizer, its agents, employees, representatives, or contractors. The Authorizer's obligation to indemnify, defend, and hold harmless includes any claim by Authorizer's agents, employees, representatives, or any contractor School and its Governing Board for any suits, actions, grievances, charges and/or proceedings. This obligation shall survive the term of this Contract.

**14.6. Disclaimer of Liability.** The parties expressly acknowledge that the School is not operating as the agent, or under the direction and control, of the Authorizer except as required by law or this Contract, and that the Authorizer assumes no liability for any loss or injury resulting from: (1) the acts and omissions of the School, its Governing Board, agents, subcontractors or employees; (2) the use and occupancy of the building or buildings occupied by the School, or any matter in connection with the condition of such building or buildings; or (3) any debt or contractual obligation incurred by the School. The School acknowledges that it is without authority to, and will not, extend the faith and credit of the Authorizer to any third party.

## **15. ADDITIONAL SERVICES**

**15.1. Additional Services.** Except as may be expressly provided in this Contract, as set forth in any subsequent written agreement between the School and the Authorizer, or as may be required by law, neither the School nor the Authorizer shall be entitled to the use or access to the services, supplies, or facilities of the other Party. Any service agreement between the School and the Authorizer shall be subject to all terms and conditions of this Contract, except as may be otherwise agreed in writing. The purchase of any services not expressly required under this Contract or set forth in any subsequent written agreement between the School and the Authorizer or not required by law, shall not be a condition of the approval or continuation of this Contract.

## **16. BREACH OF CONTRACT; TERMINATION; DISSOLUTION**

**16.1. Termination by the Authorizer.** This Contract may be terminated and the charter revoked by the Authorizer for any of the below enumerated reasons after timely written notice to the School. Any termination or revocation shall take effect after the School has had the opportunity to hire legal representation, prepare a response, submit documents, call witnesses, and give testimony challenging the decision. The Authorizer shall permit the audio or video recording of such proceedings. A revocation decision shall be by resolution of the Authorizer, clearly state the reason or reasons for revocation, and shall be conveyed to the School in writing. In order to minimize the disruption to students, the effective date of the termination shall be no sooner than the end of the current semester, unless termination on a different date is reasonably necessary to protect the health, safety, or welfare of students or staff. The Contract may be terminated and the charter revoked for any of the following reasons:

16.1.1. Commission of a material violation of any of the conditions, standards, or procedures set forth in the Contract;

16.1.2. Failure to meet generally accepted standards of fiscal management;

16.1.3. Violation of any provision of law from which the School was not specifically exempted;

16.1.4. Failure to meet the goals, objectives, content standards, pupil performance standards, applicable federal requirements or other terms identified in the Contract; or

16.1.5. Bankruptcy or insolvency of the School.

16.1.6. Subsequently enacted law that requires the termination of this Contract.

**16.2. Corrective Actions, Sanctions, and Other Remedies.** The Authorizer may take appropriate corrective actions or impose sanctions other than revocation, in response to deficiencies in the School's

performance or compliance with applicable laws and rules. Such actions or sanctions may include requiring the school to develop and execute a corrective action plan within a specified time period. The Authorizer may impose other appropriate remedies for breach including, but not limited to, revocation of waiver(s) and withholding of funds.

**16.3. Opportunity to Remedy.** In accordance with Iowa Code section 256E.10, subsection 3, if the School's performance under the Contract or compliance with Applicable laws is unsatisfactory, the Authorizer shall notify the School of the perceived problem and provide reasonable opportunity for the School to remedy the problem, unless the problem warrants revocation in accordance with the provisions established above. The Authorizer may use any monitoring tool, including but not limited to annual reports, site visits, and formal and informal written communications, to notify the School of unsatisfactory performance. Notification of unsatisfactory performance under this provision does not require formal, written communication. The provision of an opportunity to remedy unsatisfactory performance shall not impede or delay statutorily required reviews, including annual reports and renewal determinations.

**16.4. Termination by the School.** Should the School choose to terminate this Contract before the end of the Contract term, it may do so in consultation with the Authorizer at the close of any school year and upon written notice to the Authorizer given at least thirty (30) days before the end of the school year.

**16.5. Dissolution and Closure Protocols.** Upon termination of the Contract for any reason by the Authorizer, upon expiration of the Contract, or if the School should cease operations or otherwise dissolve, the Authorizer will supervise and have authority to conduct the winding up of the business and other affairs of the School; provided, however, that in doing so the Authorizer will not be responsible for and will not assume any liability incurred by the School under this Contract. The Governing Board and the School personnel shall cooperate fully with the winding up of the affairs of the School in accordance with the closure protocols established by regulation and/or adopted by the Authorizer. Such protocols may include required actions, timelines and identified responsible agents to ensure timely notice to parents and guardians, provide for the orderly transition of students and student records to new schools, and to provide proper disposition of school funds, property, and assets in accordance with the requirements of the Charter Schools Act.

**16.6. Disposition of School's Assets upon Termination or Dissolution.** All assets, including tangible, intangible, and real property in use by the School but originally owned by the State or assets purchased using at least 25 percent of public funds are the property of the State and shall be returned to the State upon termination or dissolution, in accordance with Authorizer policy and governing law. School owned assets, including tangible, intangible, and real property, remaining after paying the School's debts and obligations and not requiring return or transfer to donors or grantors, or other disposition in accordance with state law, will return to the School for dissolution or otherwise be disposed of in accordance with governing state and federal law. This provision shall survive the term of this Contract.

## **17. MISCELLANEOUS PROVISIONS**

**17.1. Merger.** This Contract, and all attachments, exhibits, and amendments thereto, contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the Parties hereto.

**17.2. Amendments.** This Contract may be amended only by written consent of the parties hereto and, in the case of material amendments, only after submission of such amendments to, and approval by, the

Authorizer and, in the case of revisions meeting the standard of materiality under the relevant provisions of the Charter Schools Act, certification by the Authorizer in accordance with the Charter Schools Act.

**17.3. Governing Law and Enforceability.** This Contract shall be construed and interpreted in accordance with the laws of the state of Iowa, without regard to Iowa's choice of law rules.

**17.4. Severability.** If any provision of this Contract or any application of this Contract to the School is found contrary to law, such provision or application will have effect only to the extent permitted by law. The Parties shall, upon the request of either party, negotiate in good faith to adopt any necessary or appropriate replacement provision.

**17.5. No Waiver.** The Parties agree that no assent, express or implied, to any breach by either party of any one or more of the provisions of this Contract shall constitute a waiver of any other breach.

**17.6. No Third-Party Beneficiary.** This Contract shall not create any rights in any third parties who have not entered into this Contract, nor shall any third party be entitled to enforce any rights or obligations that may be possessed by either party to this Contract.

**17.7. Non-Assignment.** Neither party to this Contract shall assign or attempt to assign any rights, benefits, or obligations accruing to the party under this Contract unless the other party agrees in writing to any such assignment.

**17.8. Records Retention.** School records shall be maintained in accordance with all applicable state and federal document and record retention requirements. If any litigation, claim, or audit is started before the expiration of an applicable document retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. This provision shall survive the term of the Contract.

**17.9. Confidential Information.** The Parties recognize that they are both bound by the requirements of the Family Educational Rights and Privacy Act Regulations (FERPA), (20 U.S.C. § 1232g; 34 C.F.R. § 99), and they will safeguard such information in accordance with the requirements of FERPA. The parties further recognize that some of the information exchanged under this Contract will be confidential. The term confidential information as used in this Contract means any and all information provided by one party to the other that is exempt from mandatory disclosure under the terms of the state public disclosure laws.

**17.10. Superseder.** This Contract supersedes and replaces any and all prior contracts and understandings between the Authorizer and the School. To the extent that any conflict or incompatibility exists between the Application as incorporated herein and the other terms of this Contract, such other terms of this Contract shall control.

**17.11. Subsequently Enacted Law.** This Agreement shall be governed by the laws of Iowa as currently enacted, and the parties agree to comply with any subsequently enacted laws that materially affect the subject matter of this Contract. The parties agree to apply all subsequently enacted law in a manner that will uphold this Contract, agree to amend this Contract if necessary to comply with such subsequently enacted law, and agree that termination under Section 16.1 is the last resort and will be undertaken only if necessary and unavoidable.

**17.12. Preservation of Defenses Available to Authorizer.** The parties agree that, by executing this Contract, the Authorizer preserves to itself the ability to raise all defenses available to it under state or federal law, including immunity from suit.

#### **18. NOTICE**

**18.1. Notice.** Unless otherwise provided by law, any notice, any notice required or permitted under this Contract will be in writing and will be effective upon personal delivery, emailing, or three days after mailing when sent by certified mail, postage prepaid, addressed as follows:

Opportunity Education Network  
c/o Hugo Enterprises, LLC  
7901 Southpark Plaza  
Suite 206  
Littleton, CO 80120-4505

With copies to:

John Robbins, Iowa State Board of Education President  
and  
Tom Bredfield, Consultant  
Iowa Department of Education  
400 E 14th St, Des Moines, IA 50319

**18.2. Notice in Writing.** Any change in address shall be immediately given to the other party in writing. Any notice that is undeliverable due to change of address without proper notification to the other party will be deemed received on the date delivery to the last known address was attempted. If a notice is received on a weekend or on a national or Iowa State holiday, it shall be deemed received on the next regularly scheduled business day.

IN WITNESS HEREOF, the Parties have made and entered into this Contract as of the effective date hereof.

**IOWA STATE BOARD OF EDUCATION**

\_\_\_\_\_  
John Robbins  
President, Iowa State Board of Education

\_\_\_\_\_  
Date

**Davenport Prep**

\_\_\_\_\_  
James Troupis  
Founding Group Member  
Davenport Prep

\_\_\_\_\_  
Date