

Iowa State Board of Education

Executive Summary

February 8, 2024



Agenda Item: Empowering Excellence Charter School Contract Review

State Board Priority: All

State Board Role/Authority: Per Iowa Administrative Code 256E.6 subsection 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 of the founding group.

Presenter(s): Thomas Mayes
General Counsel

Janet Boyd, Consultant
Bureau of School Improvement

Attachment(s): One

Recommendation: It is recommended the State Board approve and the President of the Iowa State Board of Education sign the Empowering Excellence Charter School Contract.

Background: Iowa Code 256E established a new charter school law, where both local school boards and founding groups may apply to the State Board for approval to establish and operate a charter school. Empowering Excellence Charter School follows the founding group-state board model. Iowa Administrative Rule chapter 19 states that in order to operate a charter school for the 2024-2025 school year, applications are due no later than November

1, 2023, and the Empowering Excellence Charter School application was received prior to the deadline. The Department of Education staff scored the charter school application, completed an interview with the applicant, and attended a public forum with residents, all of which are required components of the application. On January 11, 2024 the State Board approved the Empowering Excellence Charter School application. Iowa Code 256E requires the State Board to approve and sign the contract in 30 days post application approval.

Contract Between

Empowering Excellence Charter School

And

The State Board of Education

The Charter School Contract (“Contract”) is executed on this 8th day of February, 2024 (the “Effective Date”) by and between Iowa State Board of Education (the “State Board”) or (“SBE”) and Empowering Youths of Iowa, Inc a non-profit organization and Empowering Excellence Governing Board (Governing Board”) to authorize the establishment and operation of a charter school known as Empowering Excellence Charter School located in Cedar Rapids, Iowa.

Recitals

WHEREAS, the provisions of the Act apply to all charter schools formed and operated under the provisions of the Act; and

WHEREAS, the SBE, a state board established by authority of 256, ch 112 subsection 1 has the authority under Chapter 112, HF 813, New Section 256.1 section 2 subsection a state board has the authority to establish and operate a charter school under a found group.

WHEREAS, on November 1, 2023, Empowering Excellence Charter School Board submitted an application to the SBE; and

WHEREAS, on January 11, 2023, the SBE voted to authorize the proposed Charter School, subject to parties executing a mutually agreeable charter school contract; and

NOW THEREFORE., in consideration of the foregoing recitals, the parties agree:

1. **AUTHORITY TO OPERATE CHARTER SCHOOL:** The SBE authorize Empowering Excellence Board to operate the Charter School subject to the terms of this Contract, the Act, and all other applicable federal, state and local laws and regulation (together with the Act, the “Applicable Law”). In the event of a conflict between the provisions of this Contract and the Applicable Law and/or the Application, the Applicable Law shall control. Action materially in violation of the terms of the Contract, of Applicable Law, shall constitute a material violation of this Contract, and will be good cause for termination of the Contract and revocation of the charter SEE Chapter 112.10 subsections a-d.

0. **TERMS OF AGREEMENT:** The term of this Contract is from July 1, 2024 until June 30, 2029, unless earlier terminated as provided for by law or the terms of this Contract. This Contract is effective and enforceable by either party upon its acceptance and approval of both parties.

0. **Governance:** The Governing Board shall govern the Charter School in a manner that is consistent with the terms of this Contract so long as such provisions are in accordance with Applicable Law. The Governing Board should have authority and responsibility for the academic, financial, and organizational performance of the Charter School, the fulfillment of this

Contract, and approval of the Charter School's budgets. The Governing Board shall also have authority for and be responsible for policy and operational decisions of the Charter School. Nothing herein shall prevent the Governing Board from delegating said authority and responsibility herein to officers, employees and agents of Charter School, including members of the Charter School's governing board. However, the Governing Board shall remain ultimately responsible at all times for compliance with the terms of this Contract and Applicable Law, regardless of any such assignment. The Governing Board shall govern the School pursuant to the following terms and conditions:

a. **Bylaws:** The Bylaws of the Governing Board shall provide for governance of the operation of the Charter School as a public charter school and shall at all times be consistent with all applicable law and this Contract. Any modification of the Bylaws must be submitted to the SBE within ten (10) business days of approval by the Governing Board.

a. **Article of Incorporation:** The Governing Board shall comply with the Articles of Incorporation of the non-profit. Any amendment to the Articles of Incorporation must be submitted to the SBE within ten (10) business days of being filed.

a. **Composition:** The composition of the Governing Board shall at times be determined by and consistent with its Articles and Bylaws and all Applicable Law and policy.

a. **Residence:** Pursuant to section 256E.7 subsections 10, a majority of the governing board members shall be residents of the Cedar Rapids Community School District and each member of the governing board must be a resident of the state of Iowa.

a. **Meeting:** Pursuant to 256E, subsection 2A, the governing board meetings shall be conducted in a manner that is open to the public and for the purposes of chapter 21.

a. **Notification of Changes in Board Membership:** Should the Governing Board, by majority vote at a regular or special board meeting, change the current number of board member positions, as allowed in its Bylaws, the Governing Board must notify the SBE within ten (10) business days of the meeting.

a. **Conflict of Interest:** The Governing Board acknowledges and agrees that the members shall abide by the same conflict of interest requirements as members of local public school board in the State of Iowa, including but not limited to the provisions of Section 256E.7 subsection 6.

a. **Confidentiality of Student Records:** The Charter School shall comply with all provisions of federal and state law pertaining to parent/legal guardian access to student records and privacy of student records and student data, including but not limited to compliance with all provisions of the Family Education Rights and Privacy Act of 1974 (FERPA) and the Individuals with Disabilities Education Act (IDEA).

a. **Non-Commingling:** Assets, funds, liabilities and financial records of the Charter School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.

4. **EDUCATIONAL PROGRAM:** The comprehensive educational program to be provided by the Charter School is described in the Application submitted to the SBE on November 1, 2023. The Charter School should provide the educational programs and/or services shown in the Application and set forth below:

a. **Grade Levels:** The Charter School is authorized to provide a comprehensive program of instruction for grades 11 through 12.

- a. **Location:** In Pursuant of 256E.4 subsection c, the Charter School's location is within the boundaries of the Cedar Rapids School District and will be located at 1800 1st Ave NE, Suite #201, 52402 as listed on the Application or 320 3rd Street SE, Suite #201, 52403.
- a. **School Calendar:** The Charter School shall adopt a school calendar annually, prior to the first day of the fiscal year, as reasonably set forth in the Application with an instructional program that meets or exceeds the compulsory school attendance requirements of state law.
- a. **Design Elements & Educational Philosophy:** The Charter School shall implement and maintain the design elements and educational philosophy as referenced in the Application. The Charter School shall provide notice to the SBE of any material modification to the design elements. SBE approval, make reasonable modifications to its approved curriculum to permit the School to meet its education 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 SBE and an amendment to this Contract.
- a. **Curriculum Materials, Textbooks, and Equipment:** The Charter School shall provide all enrolled students with sufficient textbooks, workbooks, materials, equipment and/or technological aids necessary to ensure delivery of the Charter School's program of instruction.
- a. **Tuition and Fees:** The Governing Board and/or Charter School will not charge tuition or fees for public educational services.
- a. **Graduation Requirements for High Schools:** The Charter School's curriculum shall comply with, meet or exceed all applicable graduation requirements as established by the Iowa Department of Education.
- a. **Staff Qualification:** Each teacher shall possess all applicable qualification as required by state and federal laws in accordance to 256E.7 subsection 3.
- a. **Staff Training:** The Charter School shall provide any training required by applicable state and federal law.
- a. **Student Assessment:** The Charter School shall participate in and properly administer the academic assessments required by the State Board, and Applicable Law, as well as those assessments that are an essential design element of the educational program as required in the Performance Framework. The Charter School shall comply with all assessment protocols and requirements as established by the State Board of Education, maintain test security, and administer the tests consistent with all relevant state requirements.
- a. **English Language Learners:** The Charter 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 specific Iowa State Law if any and the Elementary and Secondary Education Act (ESEA), Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974 (EEOA). The Charter 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 Charter School shall employ and train teachers to provide appropriate services to English language learners. The Charter School shall establish and follow policies and procedures for identifying, assessing and exiting English Language learners, consistent with Applicable Law.
- a. **Students with Disabilities:** The Charter 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 "IDEA"), the

Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) (the “ADA”), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (“Section 504”), and all applicable regulations promulgated pursuant to such federal laws, as well as any applicable state laws, including the SDE’s Policies and Procedures for Special Education of Iowa. The Charter School’s obligations under these laws and regulation include, but are not limited to, the following:

Policies and Procedures Manual: The Charter School shall develop and implement a special education policies and procedures manual consistent with applicable court and administrative opinions setting forth Charter School’s obligations under the law and this Contract.

Notice: The Charter School will comply with all requirements relating to notification to parents of their rights under the IDEA and with notices required to be provided of children with disabilities or children suspected of having disabilities.

a. **Enrollment:** The Charter School shall not refuse enrollment to a student because the student already has been or may be identified as a child with a disability under the IDEA or a child to whom Section 504 is applicable. The Charter School will not drop enrollment of a student if such identification is made subsequent to enrollment.

a. **Child Find:** The Charter School shall adopt and implement policies and practices that affirmatively seek out, identify, locate and evaluate children with disabilities enrolled in the Charter School or contacting the Charter School regarding enrollment, and shall develop and implement a practical method to determine which children with disabilities are currently receiving needed special education and related services. For each eligible child, the Charter School shall develop an individualized education program (“IEP”) appropriate to the needs of that student and provide services to that student in accordance with the IEP.

Free Appropriate Public Education: The Charter School shall provide a free appropriate public education to all children with disabilities who are enrolled in the Charter School.

- **Services to Students Subject to Disciplinary Removal:** The Charter School; shall comply with current IDEA regulations governing services to students subject to disciplinary removal, including regulations that require continuation of a free appropriate public education to a child with a disability even after disciplinary removal or change of placement of the child for valid disciplinary reasons.
- **Monitoring:** The Charter School agrees that its implementation of programs required to be in compliance with laws governing the education of children with disabilities may be monitored for compliance by the United States Department of Education, Office of Special Education Programs; the United States Department of Education, Office of Civil Rights; and/or the Special Education Division of the Iowa State Department of Education. This monitoring activity may include responding to complaints and other investigations by the enforcing agencies, and may result in corrective actions imposed on the Charter School by these agencies for any discrepancies found. The SBE shall have the right to require periodic special education compliance reports from the Charter School.
- **Due Process Hearing:** The Charter School’s implementation of programs required to be in compliance with laws governing the education of children with disabilities may be subject to due process hearing and court supervision via litigation against the Charter School brought by individuals affected by the actions of the Charter School. The Charter School is aware that the cost of the Charter School of due process hearings, and litigations can be substantial. The Charter School acknowledges and agrees that the SBE

is in no way responsible for the costs of such costs, including but not limited to attorneys' fees.

- The Charter School agrees that it is the Area Educational Agency ("AEA") as that term is defined in the above statutes and regulations and agrees that it shall be responsible for all costs associated with providing services and accommodations to the special education students enrolled in Charter School including without limitations all costs of litigation and/or due process hearings. The Charter School agrees to indemnify the SBE from all liabilities, including attorney fees and costs, which may be incurred by or imposed on the SBE concerning the education of any special education student enrolled in the Charter School.

5. SCHOOL PERFORMANCE STANDARDS, AUDITS, AND EVALUATIONS:

A. Charter School Performance Framework: The Charter School shall annually meet or exceed expectations on the school Performance Framework as stated below (Empowering Excellence Performance Framework). The Performance Framework shall include, but not be limited to the information set forth in the Student Assessment/School Accountability section of the Application as well as any requirements of Applicable Law.

a. The School Performance Framework shall consist of an Academic, a Financial, and an Organizational Performance Frameworks.

a. The SBE shall monitor and report on the Charter School's progress in relation to the indicators, measures, metrics and targets set out in the Performance Framework. Such reporting shall take place, at a minimum, annually and be in compliance with this Contract and provide the Charter School with a guidance report upon completion of the audits and evaluations.

a. The Charter School's performance in relation to the indicators, measures, metrics and targets set forth in the Academic, Organizational and Financial Performance Framework will be a part of the basis upon which the SBE will decide whether to renew the Charter School's Charter at the end of the term of this Contract.

a. The Parties intend that, where this Contract references or is contingent upon state or federal accountability laws, that they be bound by any applicable modification or amendment to such laws upon the effective date of said modifications or amendments to such laws upon the effective date of said modifications or amendments, unless the Charter School is otherwise exempt from such. The specific terms, form and requirements of the Performance Framework may be modified or amended, to the extent required to align with changes to applicable state or federal accountability requirements, as set forth in law. In the event that any such modifications or amendments are required, the SBE will use best efforts to apply expectations for school performance in a manner consistent with those set forth in the Performance Framework.

a. Annual Performance Evaluation: The Charter School shall be subject to an evaluation by the SBE, according to 256E.12, of its academic, organizational, and financial performance annually and is required to provide required documentation on or before June 30 of each year, or as reasonably requested by the State Board or its designee. The performance report shall summarize the charter school's performance record to date based on the data required by the charter school contract and by this chapter and shall identify concerns that may jeopardize renewal of the charter school contract if not remedied. The charter school shall have sixty days to respond to the performance report and submit any corrections or clarifications for the report.

a. **School Performance Framework:** The School Performance Framework will be a part of the basis, along with the requirements of 256E.10 subsections 1 through 10 upon which the SBE

will decide whether to renew the Contract at the end of its term. The SBE shall comply with the Act’s requirements on charter renewal.

Empowering Excellence Performance Framework Report

All measures are required to be measured and reported across the following student groups: gender, race/ethnicity, poverty, special education status, limited English and gifted.

Performance Indicator	Measure	Annual Target
Student Academic Proficiency – English Language Arts	Percent of student proficient/advanced proficient on ISASP and/or DLM assessment	25%
Student Academic Proficiency – Mathematics	Percent of student proficient/advanced proficient on ISASP and/or DLM assessment	25%
Achievement gaps in Student Academic Proficiency - English Language Arts	Percent of student proficient/advanced proficient on ISASP and/or DLM assessment.	25%
Achievement gaps in Student Academic Proficiency - Mathematics	Percent of student proficient/advanced proficient on ISASP and/or DLM assessment.	25%
Student Academic Growth - English Language Arts	Student Growth Percentiles are used to quantify growth. A student growth percentile (SGP) reflects how a kid has grown in comparison to other children who have similar past test results.	25%
Student Academic Growth - Mathematics	Student Growth Percentiles are used to quantify growth. A student growth percentile (SGP) reflects how a kid has grown in comparison	29%

	to other children who have similar past test results.	
Achievement gaps in Student Academic Growth - English Language Arts	Student Growth Percentiles are used to quantify growth. A student growth percentile (SGP) reflects how a kid has grown in comparison to other children who have similar past test results.	25%
Achievement gaps in Student Academic Growth - Mathematics	Student Growth Percentiles are used to quantify growth. A student growth percentile (SGP) reflects how a kid has grown in comparison to other children who have similar past test results.	25%
Benchmark status on early literacy approved screening measure(s) in grades kindergarten through 3		N/A We only serve high Charter School students.
Attendance	Percent of students chronically absent	40%- We will serve a highly transitory population classified as out-of-Charter School or at-risk adolescents.
Conditions for Learning data	Conditions for Learning composite score	50%-- We will serve a highly transitory population classified as out-of-Charter School or at-risk adolescents.

Enrollment attrition and mobility		50%-- We will serve a highly transitory population classified as out-of-Charter School or at-risk adolescents.
Post-secondary readiness for students in grades 9-12	Postsecondary readiness index score	19%
Financial performance and sustainability	<ul style="list-style-type: none"> ● Revenues less expenditures. ● Projections vs actuals 	<p>Get a clean audit.</p> <p>25% prediction to reality, considering transitory populations.</p>
Governing board performance and stewardship, including compliance with all applicable laws, regulations, and terms of the charter contract	Charter School citations (if any) logged into Consolidated Accountability and Support Application (CASA)	No citations in CASA
Goals specified in the Charter School’s mission. (This is required per 19.10(2) The Charter School needs to add a performance element here or refer to how the currently existing framework data elements addresses its mission.)	Placement of graduates into postsecondary choices (careers in and out of the sector/community, college/university, military/jobs)	55%

- g. Ongoing Quality Assurance:** The Charter School shall be subject to quality assurance visits upon reasonable advance notice.
- g. Accreditation:** Consequences for issues related to the State accreditation and/or accountability system shall be those prescribed by the State accreditation or accountability system.
- g. Charter Renewal:** The SBE shall provide oversight to the Charter School through the annual performance audits and evaluations and provide the Charter

School with a guidance report upon completion of the audits and evaluations in accordance with 256E subsections 1 through 10.

.The SBE shall develop and maintain chartering policies and practices consistent with recognized principles and standards for quality charter authorizing as established by the Iowa Department of Education in all major areas of authorizing responsibility, including organizational capacity, performance contracting, ongoing charter school oversight and evaluation and charter renewal decisions making and provide copies of such to the Governing Board. 256E.10 subsection 13.

.At minimum, prior to the beginning of the second to last year of the contract term, the SBE shall issue a school performance report and renewal application guidance to the Governing Board pursuant to 256E.9 subsection 5. The performance report shall summarize the performance record to date of the Charter School, based upon the data required by the Act and this Contract and taking into consideration the percentage of educationally disadvantaged students enrolled in the Charter School, and shall provide notice of any weakness or concerns perceived by the SBE concerning the Charter School that may jeopardize its position in seeking renewal if not timely rectified. The Governing Board shall have sixty (60) days to respond to the performance report and submit any corrections or clarification for the report 256E.10 subsection 6.

1. The renewal application guidance shall, at minimum, provide the Governing Board the opportunity to:
 - a. Present additional evidence, beyond the date contained in the performance report, supporting its case for renewal;
 - a. Describe improvements undertaken or planned for the Charter School; and
 - a. Detail the plan for the next charter term for the Charter School.

.Prior to the last year of operation, the Governing Board may apply for renewal of the Contract with the SBE. The Governing Board should provide such information as part of its renewal application as required by SBE policy;

.The SBE shall give written notice to its intent to deny the request for renewal a timely notice to the explanation of the intent to not renew or revoke the Contract and in making renewal decisions. 256E.11 subsection (a);

.Ground decisions on evidence of the performance of the Charter School over the term of the contract in accordance with the performance framework set forth in the contract and shall take into consideration the performance of educationally disadvantaged students enrolled in the Charter School;

.Grant renewal to the Governing Board if it has achieved the standards, targets, and performance expectations as stated in the Contract and it of the organizationally and fiscally viable and has been faithful to the terms of the Contract and applicable law;

.Ensure that data used in making renewal decisions are available to the Governing Board; and

.Provide a report to the Governing Board summarizing the evidence used as the basis for such decision.

6. SCHOOL OPERATIONS

a. **In General:** The Governing Board and the Charter School shall operate at all times in accordance with all federal and state laws, local ordinances, regulations and SBE policies applicable to charter schools, except where such conflicts with state law or where the Charter School is otherwise exempt.

a. **Public School Status:** The Charter School shall be deemed a public school subject to all applicable provisions of local, state and federal law and regulations, 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, or where such conflicts with the Act or Charter School is otherwise exempt.

a. **Nonsectarian Status.** The Charter School shall be nonsectarian in its programs, admissions policies, employment practices and all other operations. The Charter School shall comply with all state and federal laws applicable to public schools concerning church-state issues and not be affiliated with a nonpublic sectarian school or religious institution.

a. **Non-discrimination.** The Charter School shall not discriminate in its operations against any student, employee or any other person on the basis of race, color, ethnicity, national origin, gender, religion, disability, sexual orientation, sexual identity, or any other grounds that would be unlawful if done by any other public school. The Charter School shall not limit admission based on race, ethnicity, national origin, gender, income level, disabling condition, proficiency in the English language, measures of achievement, aptitude, athletic ability, or need for special education services in accordance with Applicable Law. It shall take all steps necessary to ensure that discrimination does not occur, as required by law.

a. **Child Abuse Reporting and Prevention:** Charter School and the Governing Board shall comply with the Iowa Child Abuse Reporting and Prevention Act.

a. **Administrative Records.** The Governing Board will maintain all administrative records, and student academic records, required by law. The Governing Board agrees to make administrative records available to the SBE with ten (10) business upon request. Charter School may request from SBE additional time for submission if needed.

a. **No Encumbrances:** The Governing Board shall utilize a fiscal year beginning July 1 and ending on the following June 30. The Governing Board shall not violate the fiscal year debt restrictions. The Governing Board will not encumber to any third party any of the Charter School's assets, nor shall the Governing Board extend credit or otherwise make use of the credit or assets of the Charter School for any purpose other than operation of the Charter School authorized by this Contract.

a. **Transportation.** The Charter School shall not be required to provide daily transportation for students to and from a school site, unless required by federal or state law. The Governing Board may explore options for transportation as needed for parents whose students are accepted and enrolled in the Charter School.

7. FACILITIES

- **Generally:** The SBE is under no obligation to provide facilities and equipment to the Charter School. All furniture and equipment purchased with state and local public funds shall be inventoried and a copy of such inventory may be requested by the SBE.
- **Location:** The primary location of the Charter School shall be consistent with the Application. The Governing Board shall notice the SBE of any change in the primary location of the Charter School.

- **Construction/Renovation and Maintenance of Facilities:** The Governing Board will be responsible for the construction/renovation and maintenance of any facilities owned or leased by it. The Governing Board will be responsible for ensuring compliance with 13 all ADA accessibility requirements. This provision only applies to facilities not owned or controlled by SBE,
- **Lease and/or Purchase Agreements:** The Charter School shall provide the SBE with copies of all agreements and/or contracts governing lease and/or purchase of real property by the Charter School within ten (10) business days of signing.

8. ADMISSION AND ENROLLMENT

The Governing Board shall comply with the admission and enrollment requirements set forth in 256E. Enrollment shall be open to any student who resides within the geographical boundaries of Cedar Rapids Public Schools jurisdictional limits and is eligible by age or grade to enroll in the Charter School's educational program to the extent of any capacity limits. In doing so, the Governing Board must give preference to students attending a school site listed on the school support and improvement list as required by the Act. If capacity exists after enrolling all eligible students who reside within said boundary, then the Charter School may admit students who reside outside the Cedar Rapids Community and others surrounding School Districts geographical boundaries if any required transfer application is approved for such students. If capacity is insufficient to enroll all eligible students who apply for admission at any level, grade and / or program, then the Charter School shall select students through a lottery selection process. The lottery shall use a mechanism for selecting students that will result in an equal probability that any student will be selected, and does not give the Charter School discretion to waive the selection of any student selected under the lottery. If a lottery is utilized by the Governing Board, thirty (30) days advance written notice of the date of the lottery shall be provided to the SBE. The SBE shall be entitled to have a representative present at the lottery. Sibling policy will be applied at the lottery, so that if more than one child from a family has applied for admission and one of the children is or has previously been selected by lottery, then other applicants from that family are also permitted to attend.

Advertising: Prior to enrolling any student, the Governing Board shall advertise, at its expense, to the general public, through display on the Charter School's website or through other methods, relevant information about the Charter School necessary for a student or parent to determine whether an application should be made to the Charter School. At a minimum, the advertisement must provide information as to the Charter School's purpose, mission, admission policies, and method by which any student or parent can apply for admission to the Charter School. The advertisement shall explain that if capacity is insufficient to enroll all eligible students who apply, the Governing Board will select students through a lottery that does not discriminate against any student.

Maximum Enrollment: The Governing Board has indicated a maximum number of students who may be enrolled in the Charter School in the Application. The Governing Board indicates that this maximum enrollment determination is consistent with facilitating the academic success of students enrolled in the Charter School and facilitating the Charter School's ability to achieve the other objectives specified in the Contract. The Governing Board may increase the number of

students if it determines that such is consistent with facilitating the academic success of students enrolled in the school.

Non-Discrimination: In compliance with 256E.7 subsection 4, the Governing Board will have an open application and enrollment with freedom of choice and will not limit enrollment based on ethnicity, national origin, gender, sexual orientation, sexual identity, income level, disabling condition, religion, proficiency in the English language, measures of achievement, aptitude, or athletic ability.

9. FUNDING OF CHARTER SCHOOL

- The Charter School shall receive funding from the SBE as provided by 256e.8 and applicable regulations, and any subsequent amendments. The school district of residence shall pay to the charter school in which the student is enrolled in the manner required under section 282.18, and pursuant to the timeline in section 282.20, subsection 3, an amount equal to the sum of the state cost per pupil for the previous school year plus the teacher leadership supplement state cost per pupil for the previous fiscal year as provided in section 257.9 plus any moneys received for the student as a result of the non-English speaking weighting under section 280.4, subsection 3, for the previous school year multiplied by the state cost per pupil for the previous year. If a student is an eligible pupil under section 261E.6, the charter school shall pay the tuition reimbursement amount to an eligible postsecondary institution as provided in section 261E.7. (256E.8 subsection 2a).
- For a student requiring special education, the school district of residence shall pay to the charter school the actual costs incurred in providing the appropriate special education (256E.8 subsection 2b).
- For each student enrolled in the charter school who was not included in the actual enrollment of the district of residence under section 257.6, subsection 1, in the previous school year, the amount otherwise required to be paid under paragraph “a” or “b” shall instead be paid by the department to the charter school for the student’s initial year of enrollment in the charter school (256E.8 subsection 2c).
- The charter school shall complete and provide to the students’ school districts of residence all documentation necessary to seek Medicaid reimbursement for eligible services (256E.8 subsection 3).
- If necessary, and pursuant to rules adopted by the state board, funding amounts required under this section for the first school year of a new charter school shall be based on enrollment estimates for the charter school included in the charter school contract.(256E.8 subsection 4).

10. SCHOOL FINANCE: The Governing Board shall comply with all applicable state financial and budget laws, rules, and regulations.



The Charter School shall provide access to all finance records as requested by the SBE that are not of a routine nature within ten (10) business days of written request. Financial audits must follow the same methods and criteria as a school district. The audit must adhere to sections 11.6, 11.14, 11.19, and 279.29, as well as section 256.9, subsection 20, with the exception of any variances due to school program requirements. Audits may be conducted by the department, state auditor, or legislative services agency for financial, program, or compliance purposes.



The Governing Board shall provide monthly reporting to the SBE's designated contact no later than 30 days following the actual reporting date. Monthly reporting will include copies of the statement of current month and year-to-date actual revenue and expenditures versus the actual budget, monthly bank reconciliations, and a monthly detailed encumbrance report.



The Governing Board shall file an annual report with the Office of Accountability in accordance with 256E.12 subsection 1 containing information requested by the Office of Accountability.



The Governing Board shall assure that all financial records for the Charter School are: (1) maintained at the Charter School principal's administrative office, (2) posted and reconciled at least monthly; and (3) open for public inspection during reasonable business hours.



The Governing Board shall establish procedures for ensuring that funds are disbursed for approved expenditures consistent with the Charter School's budget.



The Governing Board shall create and approve financial management board policies that reflect good stewardship of public funds and will review and revise, if necessary, such policies annually.

11. BUDGET

Within ten days of the budget's adoption, the governing board must put it on the charter school's website for public access. Each posted budget shall continue to be available for public review on the internet site for all following budget years in line with 256E.7 subsection 11.

12. EMPLOYMENT MATTERS:

The Charter school must hire or contract with teachers who have valid licenses and endorsements for the sort of education or service they provide (section 272.1).

Individuals compensated by education service providers cannot vote on the governing board of the Charter School unless the state board waives this rule.

Professional Development: Charter school employees shall attend and complete professional development as set forth in the Application and as may be required by Applicable Law. On a space-available basis, the Charter School's employees may participate in the SBE's professional development activities for a reasonable fee. The SBE shall notify the Charter School of professional development activities in the same manner provided to other SBE site administrators. On a space-available basis, SBE employees may participate in any Charter School professional development activities for a reasonable fee.

Background Checks: The Charter School agrees to obtain and retain copies of fingerprint and background checks, including national criminal history record checks, sex offender registry checks and violent offender registry checks for all employees as may be required of school SBE under federal or state law. Further, Charter School shall comply with the requirements of Applicable Law relating to persons or businesses having contracts to perform services on school premises.

Employment Contracts: The Charter School shall have a written employment contract with every employee, which shall comply with the requirements of the Act. The Charter School may not enter into an employment contract with any teacher or other personnel prior to the approval of this Contract by the SBE. The Charter School's contract shall be in compliance with applicable law.

13. CHARTER SCHOOL NUTRITION SERVICES: The Charter School will provide school nutrition services as set forth in the Application.

14. CONNECTIVITY: The Charter School is responsible for connectivity of student information with the State. Charter School must purchase and implement its own Student Information System (“SIS”) and software for special education programs and services to connect directly with the State. The purchased SIS and software by Charter School must meet federal or state reporting and State Department of Education requirements related to the legal mandate for all school SBEs in Iowa.

15. PROVISION OF POLICIES TO THE SBE

Upon request, the Charter School will furnish to the SBE copies of all written policies and procedures it may adopt with respect to any matter relating to its management, operations, and educational program.

16. BREACH OF CONTRACT, TERMINATION, AND DISSOLUTION

The grounds and procedures for termination of this contract and dissolution of the Charter School will be as follows:

1. **Termination by the SBE:** This contract may be terminated after written notice to the Charter School, and the charter revoked by the SBE’s Board of Directors upon recommendation of the SBE staff. Any termination or revocation shall take effect after the Charter School has had the opportunity to exhaust any appeal or review as provided by law. 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 necessary to protect the health, safety, or welfare of students or staff. The contract may be terminated for any of the following reasons:

B. Any of the grounds provided for under the Iowa Charter School law, as they exist now or may be amended.

Commission of a material violation of any of the conditions, standards, or procedures set forth in the contract

1. Failure to meet accepted standards of fiscal management.
 2. Violation of any provision of law from which the Charter School was not specifically exempted.
 3. Failure to meet the goals, objectives, content standards, pupil performance standards, applicable federal requirements or other terms identified in the contract; or
- C. Bankruptcy or insolvency of the Charter School.
- D. **Other Remedies:** The SBE may impose other appropriate remedies for breach including, but not limited to, revocation of waiver(s) and withholding of funds.

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

F. **Dissolution:** Upon termination of this Contract for any reason by the Board, upon expiration of the Contract, or if the Charter School should cease operations or otherwise dissolve, the Board will supervise and have authority to conduct the winding up of the business and other affairs of the Charter School; provided, however, that in doing so the SBE will not be responsible for and will not assume any liability incurred by the Charter School under this contract. The Governing Board and Charter School personnel shall cooperate fully with the winding up of the affairs of the Charter School.

The SBE will keep any real or personal property bought by the Charter School using public monies if any of the following situations occur. If the Charter School continues to operate within the Sponsor's geographical boundaries under a new charter contract sponsored by another entity authorized under the Iowa Charter Schools Act, any personal property purchased with state or local funds may be retained by the Charter School for use in its operations until the new charter is terminated or the Charter School fails to operate.

Upon termination of this Contract for any reason or if the Charter School should cease operations or otherwise dissolve, then, any assets not purchased with state or local funds that are owned by the Charter School, including tangible, intangible, and real property, remaining after paying the Charter School's debts and obligations and not requiring return or transfer to donors or grantors, or other disposition in accordance with state law, shall be donated to another educational institution or institutions of Charter School's choosing or remain in Charter School's possession should Charter School enter into a charter contract with another sponsor.

17. INSURANCE AND LEGAL LIABILITIES

A. **Insurance:** The Charter School shall maintain general liability insurance in the amount of \$1 million per occurrence (or greater if required by the term of the Charter School's Charter or applicable). On all policies of commercial general liability insurance carried by The Charter School will maintain adequate insurance necessary for the operation of the Charter 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 Charter School and its employees, with policy limits as set forth in this contract. Incorporated into this agreement are the following:

1. Comprehensive general liability: \$3,000,000
2. Officers, directors and employees' errors and omissions: \$1,000,000
3. Professional liability insurance: \$1,000,000 per occurrence. Coverage must include coverage from claims of sexual molestation and corporal punishment and any sub limits must be approved by the State Board.
4. Property insurance: As required by the landlord or lender.
 - a. Motor vehicle liability (if appropriate): \$1,000,000 per occurrence, which must include coverage for bodily injury and property damage; any sub-limits must be approved by the State

Board. In addition, collision and comprehensive insurance against physical damage including theft shall be provided with a maximum deductible of \$1,000 for collision and \$1,000 for comprehensive coverage except when the cost of the coverage would exceed the value of the vehicle during the contract period.

a. Fidelity/Crime Coverage: \$1,000,000

a. Data Breach Insurance: \$2,000,000

a. Workers' compensation and Employer's Liability Insurance Workers' Compensation insurance as required by state law (can be provided by an authorized risk retention group or a commercial insurance company). Employers' Liability Insurance for employee accidents or diseases. (Employer' Liability Insurance Limits: \$100,000 per employee; Umbrella - \$10,000.)

Such insurance contracts shall have the SBE named as an additional insured. The SBE may require the Charter School to adjust the coverage and limits provided under the terms of any particular contract or policy. The Charter School will pay any deductible amounts attributable to any acts or omissions of the Charter School, its employees, or agents.

B Insurance Certification: The Charter School shall, by August 3rd of each year, provide the SBE with proof of insurance as required by state law and SBE policy.

C Risk Management: The Charter School will promptly report to the SBE any and all pending or threatened claims or charges; promptly provide the SBE's general counsel and risk manager with all notices of claims; cooperate fully with the SBE in the defense of any claims asserted against the SBE, its board members, agents or employees arising from or related to the operation of the Charter School; and comply with the defense and reimbursement provisions of Iowa state law and the SBE and the Charter School's applicable insurance policies. If the Charter School obtains insurance through any policy held by the SBE, it shall comply with all risk management requirements of the SBE and its insurer.

D Limitation of Liabilities: In no event will the SBE or its Board members, officers, employees, or agents be responsible or liable for the debts, acts or omissions of the Charter School, its officers, employees, or agents.

E Faith and/or Credit Contracts with Third Parties: The Charter School shall not have authority to extend the faith and credit of the SBE to any third party and agrees that it will not attempt or purport to do so. The Charter School acknowledges and agrees that it has no authority to enter into a contract that would bind the SBE and agrees to include a statement to this effect in each contract or purchase order it enters into with third parties. The Charter School acknowledges that the same provisions in law or SBE policies that apply to the SBE itself limit the Charter School's authority to contract.

F Indemnification: To the extent claims are not covered by insurance or barred by governmental or other immunities, the Charter School and SBE each agree to indemnify, defend and hold the other, its Board, agents, and employees harmless from liability, claims, and demands on account of personal injury, sickness, disease, death, property loss or damage, or any other losses of any kind whatsoever to the extent such liability arises from any activities proximately caused by the indemnitor, its directors, officers, agents, employees, volunteers or assigns. The indemnities stated herein shall not be deemed a relinquishment or waiver of any

kind of applicable limitations of liability provided to either party by law, whether as a public body or otherwise. Where a claim is found to be barred by immunity or other limitation, the indemnitor remains obligated to defend and hold the indemnitee (and the others named above) harmless from such a suit or claim. The obligation of indemnification includes all attorney fees, costs and expenses incurred by the indemnitee in defense of any suits, actions, grievances, charges and/or proceedings.

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

18. NOTICE:

Any notice required or permitted under this Contract will be in writing and will be effective upon personal delivery or three days after mailing when sent by certified mail, postage prepaid, addressed as follows:

For the Charter School:

With copy to legal counsel:

For the SBE:

701 E. Court Ave Suite A

Des Moines, Iowa 50309

With copy to legal counsel:

19. GENERAL:

a. *Merger.* This Contract contains all terms, conditions, and understandings of the Parties relating to its subject matter. All prior representations, understandings, and discussions are merged herein and superseded by this Contract.

b. *Amendments.* No amendment to this Contract will be valid unless ratified in writing by the SBE and the Governing Board and executed by authorized representatives of the Parties.

c. *Governing Law and Enforceability.* This Contract will be governed and construed according to the Iowa State Constitution and the State Laws of Iowa. If any provision of this Contract or any application of this Contract to the Charter 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.

d. *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.

e. *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.

f. *Force Majeure.* Neither Party shall be in breach of this Contract if the performance of any part or all of this Contract is prevented, delayed, hindered, or otherwise made impracticable or impossible because of strike, flood, tornado, hurricane, riot, explosion, war, act of God, sabotage, accident, or any other casualty or cause beyond either Party's control and that cannot be overcome by reasonable diligence and without unusual expense.

g. *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, which said agreement will not be unreasonably withheld.

h. *Exemption.* The Parties recognize that charter schools are exempt from certain laws, regulations and rules and agree that this Contract shall not nor is intended to waive, override, preempt or otherwise negate any such exemptions.

Dated this ___ day of _____, 2024

IOWA STATE BOARD OF EDUCATION

By:

Board President

CERTIFICATE

The undersigned Secretary of the Iowa State Board of Education certifies that this contract was approved by the State Board of Education at its meeting held on February 8, 2024.

By: _____, Secretary Dated this ____ day of
_____, 20__

Empowering Excellence Charter School

By: _____

Charter School Board President