

# Iowa State Board of Education

## Executive Summary

February 8, 2024



**Agenda Item:** CIVICA Des Moines 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, Iowa State Board of Education sign the CIVICA Des Moines 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. CIVICA Des Moines 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 CIVICA Des Moines 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 CIVICA Des Moines Charter School application. Iowa Code 256E requires the State Board to approve and sign the contract in 30 days post application approval.

**Iowa State Board of Education  
Charter Contract**

**THIS CHARTER** entered into as of the 8 day of  
February , 2024 by and between

THE IOWA STATE BOARD OF EDUCATION

And

**CIVICA Iowa, Inc.  
CIVICA Des Moines Elementary  
School Address TBD**

a non-profit organization

## **PARTIES**

**THIS CHARTER SCHOOL CONTRACT** (hereafter “Charter” or “Contract”) is entered into pursuant to Iowa Code 2022, Section 256E.6, with an effective date of July 01, 2025, by and between the State of Iowa Board of Education (hereafter “State Board” or the “Authorizer”), an agency of the State of Iowa whose mission is to review and evaluate charter school applications and to authorize charter schools throughout the State, and to ensure the highest standards of accountability and oversight of charter schools, and CIVICA Iowa, Inc. (hereafter “Applicant” or “Name”), an Iowa not-for-profit corporation established to create and operate CIVICA Des Moines Elementary (hereafter “School” or the “Charter School”), a charter school within the boundaries of the State of Iowa that operates as a new attendance center independently from a public district.

## **RECITALS**

**WHEREAS**, pursuant to Iowa Code chapter 256E, and Iowa Administrative Code chapter 281-19, and

**WHEREAS**, pursuant to Section 256E.5 of the Act, the State Board has the authority and is recognized to be an “authorizer” otherwise empowered to approve applications to establish charter schools in the State of Iowa and to enter into Charter Contract pursuant to Section 256E.6, with APPLICANT setting forth the terms and conditions under which the School is to operate and be governed; and

**WHEREAS**, on November 1, 2023, the CIVICA Iowa, Inc. submitted an application for establishment and operation of the School pursuant to Iowa Code Chapter 256E, and

**WHEREAS**, the State Board approved this application on January 11, 2024 in compliance with 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 State Board and APPLICANT agree to the Terms and Conditions of this contract.

## ARTICLE 1. DEFINITIONS

1.1. **Certain Definitions:** For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or 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.

"*Charter School Act*" means the Iowa Code chapter 256E, as amended, and any rules adopted pursuant thereto.

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

"*Charter School*" means a school established in accordance with Iowa Code Chapter 256E.

"*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 the independent board of a charter school whose members are elected or selected pursuant to the charter school contract, subject to the requirements of Section 256E.7, subsection 10.

"*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.

## **ARTICLE 2. PURPOSE, VISION, MISSION**

1.1. **Purpose:** This contract outlines the roles, powers, responsibilities, and performance expectations governing CIVICA of the establishment and operation of the School, which is a part of the state's public education program. The purpose(s) of the School are to:

- 1.1.1. Improve student learning, well-being, and postsecondary success.
- 1.1.2. Increase learning opportunities for students in areas of need, including but not limited to science, technology, engineering, and math (STEM), and science, technology, engineering, arts, and math (STEAM).
- 1.1.3. Increase opportunities for work-based learning, early literacy intervention, and serving at-risk populations.
- 1.1.4. Accelerating student learning to prevent learning loss during the COVID-19 pandemic and other significant disruptions to student learning.
- 1.1.5. Encourage the use of evidence-based practices in innovative environments.
- 1.1.6. Require the measurement and evaluation of program implementation and learning outcomes.
- 1.1.7. Establish models of success for Iowa schools.
- 1.1.8. Create new professional opportunities for teachers and other educators.
- 1.1.9. Investigate and establish different organizational structures for schools to use to implement a multi-tiered system of support for students.
- 1.1.10. Allow greater flexibility to meet the educational needs of a diverse student population and changing workforce needs.
- 1.1.11. Allow for the flexible allocation of resources through the implementation of specialized school budgets for the benefit of the schools served.
- 1.1.12. 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 [Iowa Code § 256E.1(3)].

1.2. **Mission:** The mission of the CIVICA Des Moines Elementary is: CIVICA's mission is to set an environment that strives for academic achievement, character formation, and college & career readiness.

### **ARTICLE 3. ESTABLISHMENT OF THE CHARTER SCHOOL**

2.1. The Charter School: The State Board, as an Authorizer under the Act, hereby authorizes the CIVICA, Iowa Inc. to establish a charter school pursuant to the Act and this Charter Contract.

2.2. Name: The name of the Charter School shall be CIVICA Des Moines Elementary.

2.3. Opening Date: For the purpose of this Contract, the opening date of the Charter School shall be July 1, 2025.

2.4. Target Location: The School will be established at a location to be determined. This location shall not be changed or amended unless specifically approved by the State Board.

2.5. **Charter Contract:** This Charter Contract is a legally binding document and consists of this signed Contract, the Application, which is incorporated herein by reference, submitted by the Applicant, and all applicable State and Federal statutes, regulations, and rules, as they may be amended from time to time.

2.6. **Compliance with Other Laws:** The School, through its 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 as applicable. 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 State Board shall monitor the School for compliance with applicable laws, rules, and regulations. Failure to comply with applicable laws and rules may result in corrective measures being taken by the State Board as provided in statute, regulation, rule, or this Charter, which may include termination of the Charter. To permit the State Board as the Authorizer hereunder to fulfill its oversight function under the Act and ensure that the School is in compliance with all applicable laws, regulations, and the terms and conditions of this Charter, 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.

#### **ARTICLE 4. TERM, RENEWAL, REVOCATION**

3.1. **Term of Contract:** This Contract shall commence on July 1, 2024. The 2024-2025 year will constitute as a planning year, with the anticipated start date on July 1, 2025 and shall



expire at midnight, June 30, 2029, unless terminated or extended pursuant to the terms hereof.

3.2. **Renewal of Contract:** The Contract may be renewed for periods of time not to exceed an additional five years. No later than October 1, 2028, the governing board of the School shall submit a written proposal to the State Board in accordance with Iowa Administrative Code 281.19.13 (256E), setting forth proposed terms of renewal of the Contract. A renewal or denial shall be approved by resolution of the State Board within 60 days following the filing of the renewal application.

## **ARTICLE 5. GOVERNANCE**

4.1. **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.

4.2. **Governance Documents:** The School and Governing Board shall maintain legal status and operate in accordance with the terms established by state and federal laws.

4.3. **Non-Profit Status:** In order to fulfill the charter school's public purpose, a charter school established under this chapter shall be organized as a nonprofit educational organization. The Charter School shall at all times maintain itself as an Iowa general not-for-profit corporation capable of exercising

the functions of the Charter School under the law of the State of Iowa, shall remain in good standing under the laws of the State of Iowa, and shall timely make all required filings with the office of the Iowa Secretary of State.

4.4. **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 the fiduciary duties of care, loyalty, and obedience to the law.

4.5. **Change in Status or Governance:** The Governing Board shall not alter its legal status, without first obtaining written authorization from the State Board. The Governing Board shall notify the state board of any minor, non-material, modification of the School's Bylaws within fifteen (15) business days of approval by the Governing Board. The Governing Board shall notify the state board 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 Bylaws it shall immediately notify the state board of that failure.

4.6. **Conflicts of Interest:** The Governing Board will adopt a "Conflicts of Interest Policy" and a "Code of Ethics" for all governing board members. Any amendment to Conflict of Interest Policy and Code of Ethics must be adopted by the Governing Board. Any approved changes may be made without amendment to this contract.

4.7. **Hiring of Family Members:** The school governing board shall adopt a policy regarding the hiring of family members to avoid nepotism in hiring and supervision. The policy shall include but is not limited to disclosure to the governing board of potential nepotism in hiring and supervision. Any person subject to the policy with a conflict shall not be involved in the hiring decision or supervision of a potential employee.

4.8. **Affiliation:** Individuals compensated by an education service provider are prohibited from serving as a voting member on the governing board of any charter school unless the state board waives such prohibition.

4.9. **Operation by Education Service Provider:** If the charter school is operated by an education service provider, the governing board of the charter 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.

4.10. **Posting the School's Annual Budget:** The governing board shall post the charter school's annual budget for each year of this Contract Term on the charter school's Internet site for public viewing within ten days of approval of the budget. Each posted budget shall continue to be accessible for public viewing on the Internet site for all subsequent budget years during this Contract Term.

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

5.1. **General Compliance:** The School and the Governing Board shall operate at all times and shall be in compliance with the Contract, Charter School Act, all other applicable laws, codes, or regulations, from which the Charter School is not otherwise exempt, and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, marital status or need for special education services.

5.2. **Operating Powers:** A charter school shall have all the powers necessary for carrying out the terms of the charter school contract including but not limited to the following, as applicable:

5.2.1. Receive and expend funds for charter school purposes.

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

5.2.3. Contract with an education service provider for the management and operation of the charter school so long as the governing board retains oversight authority over the charter school.

5.2.4. Incur debt in anticipation of the receipt of public or private funds.

5.2.5. Pledge, assign, or encumber the charter school's assets to be used as collateral for loans or extensions of credit.

5.2.6. Solicit and accept gifts or grants for charter school purposes unless otherwise prohibited by law or by the terms of its charter school contract.

5.2.7. Acquire from public or private sources real property for use as a charter school or a facility directly related to the operations of the charter school.

5.2.8. Sue and be sued in the charter school's own name.

5.2.9. Operate an education program that may be offered by any non-charter public school or school district.

5.3. **Exemptions:** The Charter 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 charter school shall do all of the following:

- 5.3.1. 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 281—Chapter 102, and seclusion and restraint under 281—Chapter 103) and laws prohibiting discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, ancestry, or disability. If approved under Iowa Code section 256E.4 and rule 281— 19.7(256E), the charter school shall be subject to any court-ordered desegregation in effect for the school district at the time the charter school application is approved, unless otherwise specifically provided for in the desegregation order.
- 5.3.2. Operate as a nonsectarian, nonreligious school.
- 5.3.3. Be free of tuition and application fees to Iowa resident students between the ages of 5 and 21 years.
- 5.3.4. Be subject to and comply with Iowa Code chapters 216 and 216A relating to civil and human rights.
- 5.3.5. Provide special education services in accordance with Iowa Code chapter 256B.
- 5.3.6. 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.
- 5.3.7. 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 state board during the application process.
- 5.3.8. Provide instruction for at least the number of days or hours required by Iowa Code section 279.10(1), unless specifically waived by the state board as part of the application process.
- 5.3.9. Comply with the requirements of the Administrative Code 218-19.
- 5.3.10. Conduct governing board meetings in a manner that is open to the public. The governing board shall be a governmental body for purposes of Iowa Code

chapters 21 and 22. All records, documents, and electronic data of the charter school and of the governing board

shall be public records and shall be subject to the provisions of Iowa Code chapter 22 relating to the examination of public records.

5.4. **Admissions:** The school shall not discriminate in its student admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, or status as a person with a disability. However, the school may limit admission to students who are within a particular range of ages or grade levels or on any other basis that would be legal if initiated by a school district. Priority for enrollment may be given to siblings of pupils enrolled in the Charter School and to pupils who were enrolled in the Charter School the previous school year, unless expelled for cause.

5.5. **Age, Grade Range:** The school shall provide instruction to pupils in grades K through 5, as provided in the Application.

5.6. **Enrollment:** The school shall enroll an eligible student who submits a timely application unless the number of applications exceeds the capacity of a program, class, grade level, or building. In this case, students must be accepted by lottery. Upon enrollment of an eligible student, the charter school shall notify the public school district of residence not later than March 1 of the preceding school year. Using the lottery process required herein, the Charter School shall establish a waiting list of students who shall be offered the opportunity to enroll at the Charter School if additional space later becomes available. The Charter School shall not permit dual enrollment of any student at both the Charter School and another public school or nonpublic school. The Charter School shall serve up to 600 students in grades K through 5. 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. During the term of this Contract, if the Charter School seeks to change its enrollment projection to accommodate additional students, it may submit its proposal to the State Board for review and consideration.

5.6.1. **Maximum Enrollment Review:** As necessary, the maximum enrollment of the School will be adjusted annually by the Governing Board in consultation with the State Board 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.

5.6.2. **Decrease in Enrollment:** The School shall immediately report a decrease in enrollment of 20%, or more, to the State Board. The enrollment benchmark is based on the School's annual budget that is annually submitted to the State. In the event of a decrease of enrollment of 20% or more, the School shall, upon request by the Sponsor, submit a revised

budget within 30 days taking into account the reduced enrollment to replace the previous annual budget.

5.6.3. **Student Transfer 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.

## **ARTICLE 7. EMPLOYMENT**

6.1. **No Employee or Agency Relationship:** Neither the School, its employees, agents, nor contractors are employees or agents of the State. The State 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 for the purpose of effectuating this Contract.

6.2. **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 on the basis of 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 on the basis of gender.

6.3. **Personnel Policies:** Upon request, the Charter School shall provide the State Board 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.

6.4. **Administrators:** The chief administrator of the charter school shall be one of the following:

6.4.1. An administrator who holds a valid license under Iowa Code chapter 272.

6.4.2. A teacher who holds a valid license under Iowa Code chapter 272.

6.4.3. An individual who holds authorization to be a charter school administrator issued by the board of educational examiners under Iowa Code chapter 272.

6.5. **Teachers:** A charter school shall employ or contract with teachers, as defined in Iowa Code section 272.1, who hold valid licenses with an endorsement for the type of instruction or service for which the teachers are employed or under contract.

6.6. **Criminal Background Checks:** The School's Governing Board agrees to conduct thorough background checks on all of its employees and volunteers who may have significant unsupervised contact with students, consistent with state law. In addition, the state board may conduct criminal history checks on any School personnel or director, or Governing Board member when it is deemed necessary to protect the financial integrity of the School or the

health and safety of students or

employees. The Charter 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 (Revised) Chapter 282-25.3.

## **ARTICLE 8. EDUCATIONAL PROGRAM, PERFORMANCE FRAMEWORK**

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

7.2. **Performance Framework:** The Charter School shall be held accountable by the State Board in accordance with the Performance Framework that clearly sets forth the academic and operational performance indicators, measures, and metrics that will guide the evaluation of the School by the state board, without compromising individual student privacy. Performance Framework, as adopted by the State Board, shall be incorporated herein as "Attachment 4: Performance Framework." The parties agree that the performance framework may be re-negotiated from time to time as necessary to comply with any and all 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.

7.2.1. The performance framework shall include:

- a. Student academic growth and proficiency in English language arts on statewide outcome assessments.
- b. Student academic growth and proficiency in mathematics on statewide outcome assessments.
- c. 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.
- d. Benchmark status on early literacy approved screening measure(s) in grades kindergarten through 3.
- e. Attendance.
- f. Conditions for learning data (as required by Iowa's state plan under the Every Student Succeeds Act).

- g. Enrollment attrition and mobility.
- h. Postsecondary readiness for students in grades 9 through 12.
- i. Goals specified in the charter school's mission.
- j. Financial performance and sustainability.

- k. Governing board performance and stewardship, including compliance with all applicable laws, regulations, and terms of the charter contract.

**7.2.2. Annual Performance Targets:** The school and the State Board 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 contract after the charter school is operating and has collected initial achievement data for the charter school’s students. The below annual targets are based on local school data and may be modified once the location of the school is determined in agreeance by both the Authorizer and School. See targets below.

<b>Performance Indicator</b>	<b>Measure</b>	<b>Annual Target</b>
Student Academic Proficiency – English Language Arts	Percent of student proficient/advanced proficient on ISASP and/or DLM assessment	As measured by the ISASP, 52% of students will meet or exceed the ELA proficiency score.  As measured by the ISASP, 5% of students will score in the “Advanced” achievement level.
Student Academic Proficiency – Mathematics	Percent of student proficient/advanced proficient on ISASP and/or DLM assessment	As measured by the ISASP, 48% of students will meet or exceed the Math proficiency score as measured by the ISASP.  As measured by the ISASP, 5% of students will score in the “Advanced” achievement level.
Achievement gaps in Student Academic Proficiency - English Language Arts	Percent of student proficient/advanced proficient on ISASP and/or DLM assessment by: <ul style="list-style-type: none"> <li>● gender</li> <li>● race/ethnicity</li> <li>● poverty</li> <li>● special education status</li> <li>● limited English</li> <li>● gifted</li> </ul>	As measured by the ISASP, the students will meet or exceed the ELA Proficiency within the following subgroups: EL: 25% Low SE: 57% SWD: 18% Minority Ethnicities/Races: 46% Female: 53% Male: 45% Non-binary: 67%

Achievement gaps in Student Academic Proficiency - Mathematics	Percent of student proficient/advanced proficient on ISASP and/or DLM assessment by: <ul style="list-style-type: none"> <li>● gender</li> <li>● race/ethnicity</li> <li>● poverty</li> <li>● special education status</li> <li>● limited English</li> <li>● gifted</li> </ul>	As measured by the ISASP, the students will meet or exceed the Math Proficiency within the following subgroups: EL: 26% Low SE: 55% SWD: 14% Minority Ethnicities/Races: 40% Female: 50% Male: 50% Non-binary: 55%
Student Academic Growth - English Language Arts		As measured by the ISASP, 50% of students will meet or exceed the ELA growth.
Student Academic Growth - Mathematics		As measured by the ISASP, 44% of students will meet or exceed the Math growth.
Achievement gaps in Student Academic Growth - English Language Arts		As measured by the ISASP, the students will meet or exceed the ELA growth within the following subgroups: EL: 45% Low SE: 47% SWD: 43% Minority Ethnicities/Races: 47% Female: 51% Male: 48% Non-binary: 60%
Achievement gaps in Student Academic Growth - Mathematics		As measured by the ISASP, the students will meet or exceed the Math growth within the following subgroups: EL: 44% Low SE: 48% SWD: 39% Minority Ethnicities/Races: 43% Female: 50% Male: 50% Non-binary: 55%
Benchmark status on early literacy approved screening measure(s) in grades kindergarten through 3		CIVICA Des Moines Elementary is committed to endorsing teaching and assessment methodologies that are grounded in empirical evidence and are in

		<p>harmony with the Early Literacy Implementation Guidance issued by the state's Department of Education.</p> <p>In adherence to established protocols, CIVICA Des Moines Elementary will employ the authorized assessment tools found within the iReady Assessment Suite for students in kindergarten through third grade.</p>
Attendance	Percent of students chronically absent	It is expected that students maintain a minimum attendance rate of 95% throughout the academic year.
Conditions for Learning data	Conditions for Learning composite score	<p>CIVICA Des Moines Elementary will employ the Leader in Me Measurable Results Assessment (MRA) to gauge student perceptions regarding the school's culture and climate.</p> <p>Objective: It is projected that a minimum of 70% of students will express a "strongly agree" regarding the presence of a nurturing and conducive environment at CIVICA Des Moines Elementary.</p>
Enrollment attrition and mobility		Aim to achieve an annual student retention rate of at least 95% for those enrolled at CIVICA Des Moines Elementary.
Post-secondary readiness for students in grades 9-12	Not applicable.	Not applicable.
Financial performance and sustainability	<ul style="list-style-type: none"> <li>● Revenues less expenditures.</li> <li>● Projections vs actuals</li> </ul>	CIVICA Des Moines Elementary will provide financial reports to the Department of Education on a quarterly basis or as requested.
Governing board performance and stewardship, including compliance with all applicable laws, regulations, and terms of	Charter school citations (if any) logged into Consolidated Accountability and Support Application	CIVICA Des Moines Elementary will comply with all applicable laws, regulations, and terms for

the charter contract	(CASA)	the charter contract.
<p><b>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.)</b></p> <p><b>The board’s performance on meeting their mission to set an environment that strives for academic achievement, character formation, and college and career readiness.</b></p>	<p>Academic Achievement will be monitored throughout the year with iReady diagnostic testing.</p> <p>Charter formation and career readiness is based on STEAM environment building students “Soft Skills and career exposure monitored by teacher lesson plans and student projects.</p> <p>School environment will be monitored by school climate surveys.</p>	<p>Goal 1: By the end of the reporting year, 50% of students in grades K-3 will meet or exceed their individual growth goal as evidenced by iReady Diagnostic 3 Assessment.</p> <p>Goal 2: As evidenced by lesson plans and student projects, 100% of students will participate in curriculum and activities that emphasize Science, Technology, Engineering, and Mathematics (STEM), anchored in project-based learning methodologies.</p> <p>Goal 3: As evidenced by the results of the Leader in Me Measurable Results Assessment (MRA), 70% of students will select “strongly agree” in all indicators that relate to personal leadership development and interpersonal development. For example:</p> <ol style="list-style-type: none"> <li>1. Students take responsibility for their actions and emotions and prioritize the things that are most important to their future.</li> <li>2. Students build positive relationships through understanding, communicating, and valuing differences they see in others.</li> </ol>









7.2.3. The State Board is responsible for collecting, analyzing, and reporting all data from state assessments and other state data sources in accordance with the performance framework. However, all efforts shall be made by all parties to eliminate or reduce duplicative data reporting requirements.

7.2.4. The School shall be evaluated and ranked by the department pursuant to the attendance center performance ranking system developed and adopted by the department.

7.3. **Standardized Tests:** The School shall administer such requisite standardized tests of academic proficiency as are provided for in the Proposal and the State Board's policies and procedures and shall participate in State assessments required by the Act.

7.4. **Assessments:** The 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 Attachment 4: Performance Framework. The 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.

7.5. **Site Visits:** The School shall grant reasonable access to, and cooperate with, the State Board, its officers, employees and other agents, including allowing site visits by the State Board, its officers, employees and other agents, for the purpose of allowing the State Board to fully evaluate the operations and performance of the School pursuant to the Performance Framework and the Charter Schools Law. upon reasonable notice and at times mutually agreeable to the State Board and the School in order to minimize disruption to students. Where possible, the State Board shall provide the School with reasonable prior notice of such site visits and will make reasonable efforts to minimize the disruption to students.

7.6. **Monitoring:** The state board shall monitor the performance and compliance of the charter school, including collecting and analyzing data according to the Contract in order to meet the requirements of the Act. Such oversight may include inquiries and investigations of the charter school so long as the activities are consistent with the intent of the Act, adhere to the terms of the Contract, and do not unduly inhibit the autonomy granted to the School. Any performance report resulting from an inquiry or investigation under this rule shall, upon conclusion of such action, be included in the annual report required under Iowa Code section 256E.12.

7.7. **Annual Report:** The School shall submit an annual report to assist the state board in evaluating the charter school's performance and compliance with the performance framework. Such a report shall include information regarding student achievement, including

annual academic growth and

proficiency, graduation rates, and financial performance and sustainability. The reports are public records, and the examination, publication, and dissemination of the reports are governed by the provisions of Iowa Code chapter 22. The annual report is due to the department October 1 and shall include data for the prior school year.

7.8. **English Language Learners:** The School shall at all times comply with all Applicable Law governing the education of English language learners. 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 services to English language learners. The School must implement, deliver, support, and maintain an education program that provides all the legally required education and services to English language learners.

7.9. **Students with Disabilities:** The School shall provide services and accommodations to students with disabilities required by Applicable Law and 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. This includes providing services to attending students with disabilities in accordance with the individualized education program (“IEP”) recommended by a student’s IEP team.

7.10. **Curriculum.** The curriculum established by the Charter School shall be consistent with the Proposal and as otherwise modified or supplemented herein. The Charter School shall notify the State Board of any material change in its curriculum subsequent to the date of this Contract. If the Charter School proposes to change the curriculum in a manner that would materially alter the Charter School's educational plan, it shall submit its proposal to the State Board for review and consideration prior to implementation of the new curriculum.

7.11. **School Year; School Days; Hours of Operation:** Instruction shall commence in the 2025- 2026 school year and subsequent school years on dates established by the Charter 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 Charter School shall be as set forth in the Application or as otherwise established by the Charter School.

7.12. **Student Discipline:** The Charter School shall implement a system of uniform student discipline that is consistent with applicable law. The Charter School shall provide the State Board with a copy of its student discipline policy.

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

## **ARTICLE 9. SCHOOL FACILITIES**

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

8.2. **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 State Board.

8.3. **Location:** The School shall provide evidence that it has secured a location that is acceptable to the State Board. The School may move its location(s) only after obtaining written approval from the State Board, subject to such terms and conditions as may be specified.

8.4. **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.

8.5. **Inspections:** The State Board will have access at all reasonable times and frequency to any facility 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.

8.6. **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.

## **ARTICLE 10. FINANCIAL OPERATIONS/ACCOUNTABILITY**

9.1. **Financial Management:** The Charter School shall operate in accordance with GAAP or other generally accepted standards of fiscal management, provided that the Charter School's accounting methods shall comply in all instances with any applicable governmental accounting requirements.

9.2. **Budget and Cash Flow:** The Charter School shall prepare and provide to the State Board 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 Charter School shall begin on July 1 of each year and end on June 30 of the subsequent year.

9.3. **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 State Board.

9.4. **Location and Access:** The School shall maintain, or cause to be maintained, books, records, documents, and other evidence of accounting procedures and practices which 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 State Board, 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 State Board and reasonable access by the public as required by law.

9.5. **Tuition and Fees:** The Charter School shall not charge tuition to any student. The Charter School may, to the extent permitted by law, charge a reasonable fee per student for instructional material or classroom supplies, and any required student activities, and may charge reasonable fees for field trips at or around the time of such field trips, all provided that students eligible for a fee waiver in accordance with the School's Fee Waiver Policy are not prevented from attending any activity 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 where the activity is not part of the curriculum and participation of the students and/or parents is voluntary.

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

9.7. **School Funding:** The School will receive funding in accordance with the provisions of Chapter 19 (256E) of the Act and associated rules and procedures.



9.8. **Annual financial report:** The school shall submit a certified Annual Report consistent with the requirements of IAC 281—Chapter 19. The annual financial report is due to the department by September 15.

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

- 9.9.1. An opinion on the financial statements (and Supplementary Schedule of Expenditures of Federal Awards, if applicable);
- 9.9.2. A report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with Government Accounting Standards; and
- 9.9.3. 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 State Board no later than March 31st of each year during the term of this Contract, beginning March 31<sup>st</sup>, 2027.

## **ARTICLE 11. INSURANCE AND LEGAL LIABILITIES**

10.1. **Insurance:** The School will 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 Board, School, and its employees with policy limits as set forth below:

- 10.1.1. Comprehensive general liability: \$3,000,000
- 10.1.2. Officers, directors, and employees' errors and omissions: \$50,000
- 10.1.3. Professional liability insurance: \$1,000,000 per occurrence, plus \$3,000,000 for sexual molestation claims. Coverage must include coverage from claims of sexual molestation and corporal punishment and any sub limits must be approved by the State Board.
- 10.1.4. Data Breach Insurance: \$1,000,000
- 10.1.5. Property insurance: As required by landlord or lender
- 10.1.6. Transportation/Motor vehicle liability (if appropriate): \$3,000,000 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.

10.1.7. Fidelity/Crime Coverage: \$500,000

10.1.8. Worker's Compensation and Employers' 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. (Employers' Liability Insurance Limits: \$100,000 per employee; Aggregate Limit for disease - \$500,000.)

10.2. **Insurance Certification:** The School shall, by August 1st of each year, provide the State Board with proof of insurance as required by state law and State Board policy.

10.3. **Risk Management:** Within 24 hours of identification of any pending or threatened claims or charges the School will inform the State Board with all notices of claims. In addition to satisfying its indemnification obligations, the School will cooperate fully with the State Board in the defense of any claims asserted against the State Board, 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.

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

10.5. **Indemnification:** To the fullest extent permitted by law, the School shall indemnify, defend and hold harmless the State Board, 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 State Board 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 State Board 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 State Board 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 State Board, Its agents, employees, representatives, or contractors. The State Board's obligation to indemnify, defend, and hold harmless includes any claim by State Board's agents, employees, representatives, or any contractor School and its Governing Board for any

claim arising out of or incident to State Board'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 School and/or its Governing Board in defense of any suits, actions, grievances, charges and/or proceedings. This obligation shall survive the term of this contract.

10.6. **Disclaimer of Liability:** The parties expressly acknowledge that the Charter School is not operating as the agent, or under the direction and control, of the State Board except as required by law or this Contract, 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 credit of the State Board to any third party.

## **ARTICLE 12: NONCOMPLIANCE, TERMINATION, AND DISSOLUTION**

12.1. **Corrective actions and sanctions:** The state board 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.

12.2. **Revocation/Termination or Nonrenewal by the State Board:** A charter school contract may be revoked at any time or not renewed if the state board determines that the charter school did any of the following:

- 12.2.1. Committed a material violation of any of the terms, conditions, standards, or procedures required under the charter school contract or this chapter.
- 12.2.2. Failed to meet or make sufficient progress toward the performance expectations set forth in the charter school contract.
- 12.2.3. Failed to meet generally accepted standards of fiscal management.
- 12.2.4. Violated a provision of law from which the charter school was not exempted.

12.3. **Contract Revocation and Nonrenewal Standards and Procedures:** The State Board shall develop charter school contract revocation and nonrenewal standards and procedures that do all of the following:

- 12.3.1. Provide the charter school with timely notice of the possibility of revocation or nonrenewal and of the reasons therefore.

Allow the charter school a reasonable period of time in which to cure the condition prompting a possibility of revocation or nonrenewal

- 12.3.2. Allow the charter school a reasonable period of time in which to prepare a response to any notice received.
- 12.3.3. Provide the charter school an opportunity to submit documents and give testimony challenging the decision to revoke the charter school contract or the decision to not renew the contract.
- 12.3.4. Allow the charter school the opportunity to hire legal representation and to call witnesses.
- 12.3.5. Permit the audio or video recording of such proceedings described in paragraphs 4.5.3 and 4.5.4
- 12.3.6. Require a final decision to be conveyed in writing to the charter school.

12.4. **Reasons for Revocation or Nonrenewal:** A decision to revoke or not renew a charter school contract shall be by resolution of the state board and shall clearly state the reasons for the revocation or nonrenewal and that the charter school had notice of such condition and a reasonable opportunity to cure same.

12.5. **Termination by the School:** Should the School choose to terminate this Contract

before the end of the Contract term, it must provide the State Board with notice of the decision immediately after it is made.,. Notice shall be made in writing to the State Board. The School must comply with the State Board's termination protocol.

12.6. **Dissolution:** Upon termination of this Contract for any reason by the School, upon expiration of the Contract, or if the School should cease operations or otherwise dissolve, the State may supervise the winding up of the business and other affairs of the School; provided, however, that in doing so the State will not be responsible for and will not assume any liability incurred by the School under this Contract. The Board and School personnel shall cooperate fully with the winding up of the affairs of the School. The School's obligations for following a termination protocol and winding up of the affairs of the school shall survive the term of this contract.

12.7. **Disposition of 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 State Board 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 revert to the school's governing board for dissolution or otherwise be disposed of in accordance with governing state and federal law. This provision shall survive the term of this contract.

#### **ARTICLE 14: MISCELLANEOUS PROVISIONS**

13.1. **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.

13.2. **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 State Board and, in the case of revisions meeting the standard of materiality under the relevant provisions of the Act, certification by the State Board in accordance with the Act.

13.3. **Governing Law and Enforceability:** This Contract shall be construed and interpreted in accordance with the laws of the state of Iowa without regard to its conflicts of laws provisions.

13.4. **Severability:** If any provision of this Contract or any application of this Contract to the School is found contrary to law or invalid, such provision or application will have effect only to the extent permitted by law and the invalidity shall not affect the validity of the other terms or conditions of this Contract.

13.5.

13.6. **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.

13.7. **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.



13.8. **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.

13.9. **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.

13.10. **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.

13.11. **Counterparts; Signature by Facsimile:** This Contract may be signed in counterparts, which shall together constitute the original Contract. Signatures received by facsimile by either of the parties shall have the same effect as original signatures.

13.12. **Superseder:** This Contract supersedes and replaces any and all prior contracts and understandings between the State Board and the [Name]. 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. Notwithstanding anything in this Contract to the contrary, the Charter School does not consent to comply with any laws, regulations, or policies from which it is exempted under the Charter Schools Law.

A. Citations

Whenever Iowa law or State Board of Education Rule is referenced in this Contract, it shall be construed to mean the statute or rule as it is amended from time to time.

## ARTICLE 15: NOTICE

14.1. **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:

**Carlos Alvarez, CIVICA President  
2590 W 76<sup>th</sup> St. Hialeah, FL 33016**

**With copies to:**

**President of Iowa State Board of Education, John  
Robbins Iowa Department of Education  
400 East Grand  
Des Moines, IA 50319**

14.2. 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 WHEREOF, the Parties have made and entered into this Contract as of the effective date hereof.

**IOWA BOARD OF EDUCATION**

\_\_\_\_\_  
By:  
Title: President

\_\_\_\_\_  
Date:

**CIVICA**

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By:  
Title: Founder, President

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Date:

