

# Iowa State Board of Education

## Executive Summary

February 8, 2024



**Agenda Item:** Quest Forward Cedar Rapids 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 Quest Forward Cedar Rapids 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. Quest Forward Cedar Rapids 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 Quest Forward Cedar Rapids 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 Quest Forward Cedar Rapids 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 1st  
day of July, 2025 by and between

The Iowa State Board of Education

And

Quest Forward Charter School – Des Moines  
an Iowa nonprofit corporation

Administrative Offices:  
400 E 14th St  
Des Moines, IA 50319

## Definitions

Definitions: The following terms shall have the following meanings herein unless the context clearly requires otherwise:

**Application:** the School's application for a Charter (including amendments) as submitted to and approved by the Sponsor.

**Governing Board:** the Des Moines subcommittee of the board of directors of Quest Forward Charter Schools that governs and oversees the School.

**Charter:** this Charter entered into between the School and the Sponsor.

**District:** the local education agency responsible for the area in which Quest Forward Charter School Des Moines is located.

**IDOE:** the Iowa Department of Education.

**High-Stakes Review:** an in-depth IDOE review of important charter school performance data utilizing the agreed upon goals and objectives referenced in this Charter. This review differs from routine annual reports in terms of depth and comprehensiveness of the data reviewed.

**School:** Quest Forward Charter School Des Moines

**Sponsor:** The Iowa State Board of Education

**State:** the State of Iowa.

**Director:** the Director of Iowa Department of Education.

## Section 1

- A. Application is Approved. The Application as approved by the Sponsor is incorporated into and is part of this Charter. A copy of the Application is attached hereto as Appendix 1. In the event of any conflict between the Application and any other provision of this Charter, the Charter provision controls. In the event of any conflict between the provisions of this Charter and the Application and Iowa Code, Iowa Code controls.
- B. Term of Charter.
  1. Effective Date. This Charter becomes effective on the date it is approved by both parties.
  2. Term. The term of this Charter shall be 5 years commencing on

July 1, 2025 and ending on June 30, 2029 unless terminated sooner as provided herein, or extended. (The 2024-2025 year constitutes a planning year, with the anticipated start date on July 1, 2025 and ending on June 30, 2029.) The term will automatically be extended on a month-to-month basis until the Charter has been renewed, non-renewed, or terminated by the Sponsor. Renewal occurs the year prior to the end of the contract in order to ensure the school may continue to operate between July 1, 2029 and December 2029. Therefore renewal applications are required by October 1, 2028. If the parties cannot reach agreement on the terms of a new contract, either party may request mediation from the IDOE, pursuant to IDOE rules. If the Director of Education determines that the dispute cannot be settled through mediation, the dispute will adhere to the procedures required by Iowa law. The administrative law judge has final order authority to rule on the dispute, including whether proposed provisions of the Charter violate the intended flexibility granted charter schools by statute. The administrative law judge shall award the prevailing party reasonable attorney fees and costs incurred during the mediation process, administrative proceeding, and any appeals, to be paid by the party against whom the administrative law judge rules.

3. Charter Modification. This Charter may be modified during its initial term or any renewal term only upon approval of both parties. No such modification shall be enforceable unless it is in writing and approved by both the Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the School must provide information acceptable to the Sponsor relating to operational capacity, curriculum, budget, facilities, and staff.
4. Periodic Review and Evaluation. The Sponsor shall annually evaluate the School on its performance and progress toward meeting the standards and targets included in this Charter, including academic achievement goals. The Sponsor's evaluation of the School shall not compromise individual student privacy and shall include, but not be limited to, the following performance provisions:
  - 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 three.
  - e. Attendance.

- f. Conditions for learning data (as required by Iowa's plan under the Every Student Succeeds Act).
- g. Enrollment attrition and mobility.
- h. Postsecondary readiness for students in grades nine 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.

C. Education Program and Curriculum

- 1. Any material change to the education program or curriculum as described in the approved Application or Charter requires Sponsor approval.
- 2. The School agrees to implement its educational and related programs as specified in the Application unless otherwise modified by this Charter.
- 3. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be grounded in scientifically-based reading research.
- 4. The School shall adopt the District's plan for English Language Learners, or implement an alternate District approved plan. The plan must include sufficient information and detail to allow the Sponsor to determine legal sufficiency. If no such plan exists, then the School shall create a suitable plan within 60 days of the execution of the agreement or 60 days prior to the first day of school, whichever is later.
- 5. The School will establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the approved Application or otherwise described in this Charter.

D. Renewal, Non-Renewal, or Termination

- 1. Non-Renewal/Termination of this Charter. The Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. The Sponsor may choose not to renew or terminate this Charter if, based on clear and convincing evidence, any of the following conditions, which condition is not cured after notice and reasonable opportunity to cure, except if such condition is caused by immediate threats to student and staff health, safety and welfare.

- i. Failure to participate in Iowa's education accountability

system or failure to meet the requirements for student performance established pursuant to this Charter.

ii. Failure to meet generally accepted standards of fiscal management

iii. Material violation of law.

2. The Sponsor shall notify the Governing Board in writing at least ninety days prior to renewing, non-renewing, or terminating this Charter, following the procedures set forth in Iowa Code.

i. If the Sponsor issues a notice of non-renewal or termination, the notice shall state in reasonable detail the grounds for the proposed action and stipulate that the Governing Board may, within 14 calendar days of receipt of the notice, request a hearing.

ii. A request for a hearing must be authorized by a vote of the Governing Board and be submitted pursuant to the Notice provisions of this Charter.

3. If the School elects to terminate or non-renew the Charter, it shall provide reasonable prior notice of the election to the Sponsor indicating the final date of operation as voted by the Governing Board at a publicly noticed meeting. A board resolution signed by the Governing Board chair and secretary, indicating support of this action, shall accompany the written notification provided to the Sponsor. The School agrees that such notification shall be considered a voluntary termination by the Governing Board and a waiver of its right to a hearing or appeal.

4. Upon notice of termination or non-renewal, the School shall not remove any public property from the premises without written Sponsor approval.

#### E. Post Termination Provisions

1. If this Charter is not renewed or is terminated, the School shall be responsible for all the debts of the School. Sponsor shall not assume the debt from any contract for services including lease or rental agreements, made between the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the Governing Board and that may not reasonably be assumed to have been satisfied by the Sponsor.

2. In the event of termination or non-renewal of this Charter, unless the lease provides otherwise. In no event shall the Sponsor be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.

3. In the event of termination or nonrenewal the school will transfer all student

records or any students enrolled at the School, or any other school, consistent with the Sponsor's student transfer procedures including transfer of all student records to the receiving school. All sponsor property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the School, property and improvements of the Sponsor, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor.

4. Final Audit: Upon notice of non-renewal, closure, or termination, an independent audit shall be completed within 30 days to account for all public funds and assets. During the fiscal year in which the termination or non-renewal occurs, the Sponsor may withhold from the School's public funds, without penalty or interest, an amount necessary to cover the costs for a final financial audit of the School. The audit shall be conducted by an independent certified public accountant.

F. General Statutory Requirements

A charter school established under Iowa Code, Chapter 256E is exempt from all state statutes and rules and any local rule, regulation, or policy, applicable to a noncharter school, except that the charter school shall do all of the following:

1. The School shall meet all applicable federal, state, and local health and safety requirements and laws prohibiting discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, ancestry, or disability.
2. The School shall not discriminate in educational programs/activities or employment and shall provide equal opportunity for all as required by all applicable Federal, State and local law, rule regulation and court order.
3. The School shall operate as a nonsectarian, nonreligious school.
4. The School shall be free of tuition and application fees to Iowa resident students between the ages of five and twenty-one years.
5. The School shall be subject to and comply with Iowa Code chapters 216 and 216A relating to civil and human rights.
6. The School shall provide special education services in accordance with Iowa Code chapter 256B.
7. 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 sections 11.6, 11.14, 11.19, and 279.29, and section 256.9, subsection 20, except to the extent deviations are necessary because of the program at the school. The IDOE or the Iowa state auditor, or appropriate the



legislative services agency may conduct financial, program, or compliance audits.

8. The School shall be subject to and comply with the requirements of section 256.7, subsection 21, and the educational standards of section 256.11, unless specifically waived by the state board during the application process.
9. The School shall provide instruction for at least the number of days or hours required by section 279.10, subsection 1, unless specifically waived by the state board as part of the application process.
10. The School shall be subject to and comply with section 279.76 relating to physical examinations and health screenings in the same manner as a school district.
11. Additionally, the School shall comply with those statutes that specifically apply to charter schools as set forth in Iowa Code generally, and other applicable State laws. The School agrees that it will abide by all Federal and State laws, statutes, rules, and regulations applicable to charter schools and also abide by the terms and conditions of the Charter.

## **Section 2: Academic Accountability**

Student academic achievement for all students shall be the most important factor when considering whether to renew, non-renew, or terminate this charter.

### **A. Annual Objectives**

1. By October 1st of the first year of this Charter, the School shall provide its proposed academic achievement goals for the remaining years of the Charter to the Sponsor. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments, and may include performance on additional assessments included in the approved Application. If the School will not serve students in grades that participate in the statewide assessments the academic achievement goals shall be based on the assessments included in the approved application, and at least one assessment administered in traditional public schools in the District.
2. By October 1st of the second year of the School's operation, the School shall provide its proposed academic achievement goals for the remaining years of the Charter, up to a maximum of four years or the end of the current Charter term, whichever occurs first, using the same parameters and testing set forth in Section 2.A.3, above. Schools that have contracts in excess of five years shall resubmit proposed academic achievement goals every four years pursuant to the process described in this paragraph.
3. By October 1st the School shall report its performance against the academic goals. If the School falls short of the academic achievement goals set forth under the provisions of this Charter the Sponsor shall report such shortcomings to the Governing Board.
4. The School may propose adjustments to the goals through the same process set forth in Section 2.A., above. The goals may be adjusted at any time by the School

and resubmitted to the Sponsor.

5. Methods of Measurement: The methods used to identify the educational strengths and needs of students are set forth in the approved Application. The annual performance metrics, method of measurement and annual performance targets are set forth in appendix 4 attached hereto.

## B. Assessments

1. State required assessments: All students at the School will participate in all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.
2. Additional Assessments: Students may participate in any or all District assessment programs in which District students in comparable grades or schools participate and shall participate in any other assessments as described in the Application. The School shall be responsible for the costs of District assessments that are not required by law or this Charter, except those developed with federal funds.
3. If an IEP, 504 Plan or an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.
4. All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results. The Sponsor shall invite the School staff to District offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the School. The Sponsor shall provide to the applicable School staff all services or support activities that are routinely provided to the Sponsor's staff regarding implementation of District and State-required assessment activities. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the Sponsor to monitor or proctor all aspects of the School's test administration, if the Sponsor deems it necessary.
5. The Sponsor shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in the District.
6. The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.

- C. Student Promotion and Graduation: The School's student promotion policy shall be consistent with the provisions of the Application and applicable law. The School will adopt the Sponsor's student progression plan.

The School's policy for determining that a student has satisfied the requirements for graduation shall be consistent with the provisions of the Application, and applicable law.

Schools that serve students in grade 12 shall annually notify parents in writing the accreditation status of the school and the implications of non-accreditation, if applicable. The notification may be provided in the parent handbook.

D. Data Access and Use Pursuant to Statute

The School agrees to allow the Sponsor reasonable access to review its data sources in order to assist the Sponsor in making a valid determination about the degree to which student performance requirements, as stated in this Charter, have been met.

### **Section 3: Students**

A. The School is authorized to serve students in grades 6<sup>th</sup> Grade through 12<sup>th</sup> Grade.

The School may provide enrollment preferences as approved in the Application. Further, the School may limit the enrollment process to target specific student populations as described in the approved Application.

The School will accept all eligible students in accordance with federal and state anti-discrimination laws. The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students. The School may not request prior to enrollment, through the application or otherwise, information regarding the student's prior academic performance.

The School shall be non-sectarian in its programs, admissions policies, employment practices and operations. The School will meet all applicable state and local health, safety, and civil rights requirements.

B. The School shall not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served as English Language Learners (ELL).

If the District is operating under a federal order or other resolution or settlement agreement, the School shall comply with those requirements applicable to charter schools that are not considered a local education agency ("LEA"). The School is not required to comply with federal requirements applicable to charter schools also considered to be an LEA.

C. Recruitment

The School may recruit throughout all segments of the community. Recruiting may

include direct mailings, public advertisement utilizing the local and community press and informational meetings at a variety of locations using both English and other languages where appropriate.

D. Eligible Students

1. Each year, the School agrees to enroll an eligible student by accepting a timely application through deadlines as determined by the Governing Board and publicly advertised. If the target goal of students is not met by the deadline, and the School wishes to extend, the School will give sufficient public notice and extend the application deadline for a set time as determined and publicized by the Governing Board. If, 10 days after the deadline, the registered enrollment as reflected in the Sponsor's data system is less than 75% of the School's total projected enrollment as provided for under the provisions of Section 3.F. of this Charter, the School shall, upon request by the Sponsor, submit a revised budget within 30 days taking into account the reduced enrollment
2. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School may give preference in admission to students or limit the enrollment as provided for in the approved application. The School shall clearly indicate in its Policies and Procedures the lottery procedures and enrollment preferences the School will utilize.
3. Enrollment is subject to compliance with the provisions applicable law concerning school entry health examinations and immunizations.
4. If this Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school pursuant to Sponsor policies.
5. A student may withdraw from the School at any time and enroll in another public school, as determined by Sponsor policy. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.

E. Class Size

The School shall be in compliance with class size requirements applicable to charter schools.

F. Annual Enrollment

1. Projected Enrollment: The School shall provide to the Sponsor on an annual basis the School's projected enrollment ("**Projected Enrollment**") for the following school year. The Projected Enrollment shall not constitute a cap on

the School's enrollment for the following school year.

2. Annual Enrollment Capacity: Annual enrollment capacity shall be annually determined by the Governing Board. The School shall provide to the Sponsor on an annual basis, the proposed annual enrollment capacity for the subsequent school year. Notwithstanding the foregoing, the School shall not enroll students in excess of the physical capacity of the building.

G. Maintenance of Student Records as Required by Statute

1. The School shall maintain confidentiality of student records as required by federal and state law.
2. The School will maintain active records for current students in accordance with applicable law and IDOE rules.
3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, will be immediately transferred to the District in accordance with law. Records will be transmitted to the District's records retention department.
4. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.
5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another District school when requested by that school. Requests for student records from public or private schools outside of the District where the School is located and private schools within the District where the School is located must be made in writing. Copies only of student records may be provided to parents upon their request unless the student is considered an eligible student under FERPA. All inactive student records will be returned to the Sponsor's records retention department.
6. Upon termination or closure of the School, all student education records and administrative records shall be transferred immediately to the Sponsor's records retention office for processing and maintenance.
7. The School will comply with all other public record retention requirements for non-student related records in a manner consistent with applicable law. The School shall comply with all other applicable statutes pertaining to public records.
8. The Sponsor will ensure that all student records will be provided immediately to the School upon request and upon enrollment of students in the School from a

District school. Records must be maintained in accordance with applicable record retention laws.

- H. Exceptional students shall be provided with programs implemented in accordance with applicable Federal, state and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (“**IDEA**”), Section 504 of the Rehabilitation Act of 1973. This includes, but is not limited to:
1. A non-discriminatory policy regarding placement, assessment, identification, and selection.
  2. Free appropriate public education (“**FAPE**”).
  3. Individual Educational Plans (“**IEP**”), to include an annual IEP meeting with the student’s family.

Students with disabilities will be educated in the least restrictive environment, and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those safeguards are provided in the Sponsor’s traditional schools or using the Sponsor’s materials. Unless the School is specifically for students with disabilities, the School shall not request through the School's application a student's IEP or other information regarding a student's special needs, nor shall the School access such information prior to the enrollment lottery.

Upon enrollment, or notice of acceptance sent to the student, the School may request from the last school attended information related to the student's program and needs, including the student's most recent IEP, which shall be provided within 10 days. If the School believes, upon review of the IEP, that the student's needs cannot be met at the School an IEP meeting shall be convened within 30 days. The Sponsor shall be invited to and may attend the meeting, at which time the IEP team shall determine whether the School is an appropriate placement for the student.

A district of residence representative and AEA representative of the Sponsor shall be invited to participate in all IEP meetings and will serve as the LEA representative.

4. Due Process Hearing: The charter will follow all law and rules specific to due process.

- i. A student, parent, or guardian who indicates at an IEP, EP, or 504 meeting that they wish to file for a due process hearing or State complaint pursuant to State law and rules shall be given the appropriate forms by the School. These forms shall also be provided upon request at any other time.

- ii. Due process hearing requests shall be forwarded to the Sponsor's Exceptional Student Education ("ESE") Director and the Sponsor's General Counsel within one (1) school day of receipt.
- iii. In cooperation with the assigned attorney, the School is responsible for scheduling resolution and mediation meetings as required under State and Federal law.
- iv. The Sponsor shall ensure that:
  - (a) The due process hearing is conducted pursuant to applicable State laws and rules;
  - (b) A final decision is reached; and
  - (c) A copy of the decision is mailed to the parties.
- v. The School shall bear all the costs associated with the administrative due process hearing, legal representation, discovery, court reporter, and interpreter. In the event that the student, parents, or guardians prevail, either through a hearing or settlement, the School shall pay any and all attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded; however.

If the School receives a complaint filed or becomes aware of an investigation with the Iowa Office of Civil Rights or any other governmental entity and the complaint or investigation relates to the School and could involve the Sponsor, the School shall within one (1) school day notify the Sponsor and provide the Sponsor any documentation the School received from the agency. The School shall fully cooperate with the Sponsor during the investigation and proceeding and provide the Sponsor any relevant information, subject to the School's claims of privilege or confidentiality. The School shall bear all costs associated with the investigation. However, the Sponsor shall assume or reimburse the costs attributable to, caused by, or through the fault of the Sponsor, if any.

- I. English for Speakers of Other Languages: Students at the School who are English Language Learners will be served by English to Speakers of Other Languages ("ESOL") certified personnel who will follow the Sponsor's Plan for English Language Learners ("ELLS") or an alternate plan that has been approved by the Sponsor. The School shall be invited to attend the Sponsor's ESOL Procedures Training(s) and shall comply with applicable rules and regulations.
- J. Dismissal Policies and Procedures

Upon the School's decision to implement dismissal, the School shall refer the student to the Sponsor for appropriate placement with the District. In each instance where dismissal is initiated, the parents will receive written notice of the dismissal including the reasons

for dismissal and a summary of the actions taken to assist the student prior to dismissal. The District shall be provided a copy of the dismissal notice on the same day as the parent. The School shall work in conjunction with the parent(s) and the receiving school to assure that, to the greatest extent possible, such dismissals occur at logical transition points in the school year (e.g. grading periods or semester breaks) that minimize impact on the student grades and academic achievement.

The School may withdraw a student involuntarily for failure to maintain eligibility, or for material violation of the School's Student Conduct Code, which must also be compliant with IDEA, Section 504 of the Rehabilitation Act, and the American with Disabilities Act (“**ADA**”) for student with disabilities.

K. Student Code of Conduct, Suspension and Expulsion

The School will maintain a safe learning environment at all times. The School shall adopt a Code of Student Conduct as described in the approved Application. The School will report each month to the Sponsor the number of violations of the Code, by offense, to be included in the Sponsor’s discipline reporting, as required by law. The School agrees that it will not engage in the corporal punishment of students. Students recommended for expulsion or placement in an alternative school will be referred to the Sponsor for appropriate disposition. If the student remains enrolled at the School while placed at an alternative school, costs for the alternative school charged to the School, if any, will not exceed the Sponsor’s actual cost for such student unless mutually agreed to by the School and Sponsor in a contract negotiated separately from the Charter. Students with disabilities shall be afforded a manifestation determination if required by the Individuals with Disabilities Education Act.

#### **Section 4: Financial Accountability**

A. Revenue: State and Local

1. Basis for Funding: Student Reporting

- i. School will report the daily attendance of each student to the Iowa Department of Education to meet attendance reporting requirements, as required by law.
- ii. The School agrees to report its student enrollment to the Iowa Department of Education as provided by law at the agreed upon intervals and using the method used by the Sponsor. The Sponsor shall include the School’s enrollment when recording and reporting cost data by program. The Sponsor shall include the School’s enrollment in the Sponsor’s report of student enrollment. The School shall use the Sponsor's electronic data processing software system and procedures for the processing of student



enrollment, attendance, FTE collection, assessment information, IEP's, ELL plans, 504 plans, and any other required individual student plan. The Sponsor shall provide the School with equal access to the Sponsor's student information systems that are used by traditional public schools in the District.

- iii. If the School submits data relevant to FTE, Federal, or grant funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State, the United States Department of Education or the Sponsor for any errors or omissions in data that the School submitted provided that the Sponsor has timely sent notice to the School of alleged errors discovered through such audit(s) so that the School, on its own, or through the Sponsor, at the School's expense may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the Sponsor shall deduct any such adjustments from the School's subsequent revenue disbursements evenly over the remaining months of the fiscal year or according to an agreed upon payment plan.
- iv. If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available by the Legislature.

## 2. Distribution of Funds Schedule

The Sponsor shall calculate and submit 10 monthly payments made based on student enrollment. Payments are made Sept - June.

- i. For each year of the Charter, monthly payments will be calculated as follows:
- ii. Enrollment is captured 3 times a year and payments are adjusted accordingly. The first payment will be in September using the enrollment, then adjusted as enrollment is reported in SRI.
- iii. July through October payment shall be based on the School's final Projected Enrollment as determined under the provisions of Section 3.F. above, if a minimum of 75 percent of the final Projected Enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, or if the School's enrollment exceeds its Projected Enrollment, the Sponsor shall fund the School based on the number of students actually registered as of the first day of the month.
- iv. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the

School for the remainder of the fiscal year.  
vi. Payments will be adjusted retroactively for prior period adjustments.

vii. Additionally, Payment shall be made to the account in a state-approved depository specified and approved by the Governing Board at a public meeting.

B. Federal Grants

The School agrees to comply with the Sponsor's rules, policies and procedures grant management for grants submitted through the Sponsor, which include, but are not limited to:

1. The state will not serve as fiscal agent unless they choose to do so or are required by law.
2. Submitting a grant application executive summary and grant description for each such grant processed, and submitting an annual end-of-the-year, grant final report.
3. Ensuring that all grant indirect costs are appropriated, if allowed, to the Sponsor for applicable Federal Grants that are approved, monitored and/or disbursed by the Sponsor. For purposes of the Public Charter School Program Grant, authorized under Title V, Part B, of the Elementary and Secondary Education Act, no indirect costs may be appropriated to the Sponsor unless the School voluntarily agrees to such appropriation.

C. Restriction on Charging Tuition or Fees

The School shall not charge tuition or fees, except those fees allowable by statute that are normally charged by other public schools in the District.

D. Budget

1. Annual Budget

The School shall annually prepare an operating budget for the School. The budget shall be formally adopted by the Governing Board at a scheduled public meeting. The adoption of the budget shall be documented in the minutes of the meeting. The School shall Publish adopted budget on their website within 10

days of adoption.

2. Amended Budget

Any amendments to the adopted budget shall be approved by the Governing Board at a scheduled meeting thereof and a copy provided to the Sponsor within 10 business days of the meeting at which the budget was amended.

E. Financial Records, Reports and Monitoring

1. Maintenance of Financial Record

The School shall use the state's chart of account coding for financial reporting.

2. Financial and Program Cost Accounting and Reporting for Schools. The School agrees to do an annual accounting in a form and manner consistent with generally accepted governmental accounting standards. The financial statements are to be prepared in accordance with the provisions of applicable law.

3. Financial Reports

i. Annual Financial Reports

Schools must submit Certified Annual Report by September 15th annually.

ii. Property Inventory

Inventory records will be kept by the school. The capital assets will be reported as part of the Certified Annual Report.

iii. Annual Financial Audit

The School will annually obtain a financial audit, from a licensed Certified Public Accountant or Auditor, selected pursuant to law. The audit will be performed in accordance with Generally Accepted Auditing Standards; Governing Standards and the Rules of the Auditor General for the State of Iowa?. The School will provide a copy of its annual financial audit (including any School responses to audit findings) to the Sponsor no later than March 31st.)

iv. Form 990, if applicable

The School shall organize as, or be operated by, a nonprofit organization. If the School has obtained federal tax exempt status as a 501(c) (3)

organization, the School shall provide the Sponsor copies of any correspondence from the Internal Revenue Service (IRS) confirming the School's 501(c)(3) status and will provide to the Sponsor a copy of its annual Form 990 within 15 business days after filing it with the IRS. Notwithstanding anything set forth in this Charter, the Sponsor does not covenant to extend or pledge its own tax-exempt status in any way for the use and benefit of the School.

- v. The School shall provide all required financial documents noted herein in a timely manner consistent with the terms of this Charter.
4. The School's fiscal year shall be July 1st – June 30<sup>th</sup>.
5. If the School's annual financial audit reveals a deficit financial position, the auditors are required to notify the School's Governing Board, in writing. The auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the School and the chair of the Governing Board within seven (7) business days after finding the deficit position.
6. A final annual financial audit report shall be provided to the entire Governing Board, the Sponsor and the IDOE within fourteen (14) business days after the exit interview.

#### F. Financial Management of School

1. The Governing Board shall be responsible for the operation and fiscal management of the School. The fiscal management of the School shall be conducted in a manner consistent with the provisions of the Application, this Charter, Governing Board Policy, and applicable law.
2. The School shall adhere to any additional applicable financial requirements mandated by State or Federal laws and regulations.
3. Notwithstanding anything else herein to the contrary, the Sponsor shall not
  - i. Guarantee payment for any purchases made by the School;
  - ii. Guarantee payment for any debts incurred by the School;
  - iii. Guarantee payment for any loans taken out by the School.
  - iv. Lend its good faith and credit in order for the School to obtain a loan or other forms of credit.

The School shall not suggest or represent to third parties, including, but not limited to, lenders, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals anything to the

contrary of the immediately preceding sentences.

4. The School agrees to provide to the Sponsor, upon request, proof of sufficient funds or a letter of credit to assure prompt payment of operating expenses associated with the School, including but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation cost, etc. The parties stipulate that provision of a financially feasible, adopted budget, shall be sufficient for meeting this requirement.

G. Description of Internal Operating Procedures

The School shall develop and implement sufficient internal operating procedures as described in the approved Application to ensure sound financial management.

**Section 5: Facilities**

- A. The School shall be located at:           To be determined. The School must provide a copy of the lease agreement, use agreement, or ownership documents and certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable codes prior to the School's opening. The School shall make facilities accessible to Sponsor for safety inspection purposes upon reasonable notice and at times mutually agreeable to the Sponsor and the School in order to minimize disruption to students. A facility for students to utilize during the class day is a material requirement of this Charter. If the facility is sub-leased, the School shall provide, upon request, documentation verifying the owner of the facility has approved the School's use of the facility if such approval is required.

Any proposed change in location or an additional location must be requested in writing to the Sponsor, and any new location must meet the same standards contained herein and applicable law. If the proposed location will not result in a substantial change to the student population or burden to the currently enrolled students and their families and does not alter the school's mission, approval shall not be unreasonably withheld. The School shall not change locations without prior written approval from the Sponsor, Director or Director's designee.

Notwithstanding the aforementioned, in unforeseen circumstances or emergencies, if the facility is damaged or unable to safely house students and staff, the School must notify the Sponsor, immediately, and secure an alternative location to ensure no interruption in instruction. The alternative location shall be subject to all facility requirements indicated in this section and applicable law. If the circumstances result in limited interruption of instruction the School shall ensure that the required number of instructional hours is provided.

- B. In the event the School is dissolved or is otherwise terminated, all property of the Sponsor and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete

satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the School, Sponsor property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal status is resolved.

- C. The School shall not display any religious or partisan political symbols, statues or artifacts, on the property and facilities where the School will operate.

### **Section 7: Food Services**

The School shall provide food services to its students consistent with applicable Iowa Code. If the School elects to participate in the National School Lunch Program, it shall follow all applicable federal rules and regulations.

### **Section 8: Insurance & Indemnification**

- A. The School agrees to provide the following proof of insurance:
  - 1. Professional liability coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured, consultants and independent contractors and with minimum policy limits of \$2,000,000.00. The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Charter;
  - 2. General liability coverage including sexual abuse coverage written on an occurrence form with minimum policy limits of \$1,000,000.00 per occurrence and an aggregate limit of \$2,000,000.00;
  - 3. Automobile coverage with the same limits as general liability including hired and nonowned vehicle coverage.
- B. Property insurance shall be secured for buildings. Such insurance may be secured and paid for by either School or the School's landlord. Additionally, the School shall provide on a standard commercial form reasonably acceptable to the Sponsor, or a form not materially different from the form currently in use by the School, evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.
- C. The School further agrees to secure and maintain property insurance for the School's personal property, and to insure all of the Sponsor owned property, if any, being used by the School to its full fair market value with the Sponsor named as loss payee. The

insurance must be sufficient to provide for replacement of property.

- D. The School agrees to provide adequate Workers' Compensation insurance coverage as required by law.
- E. Fidelity Bond and Crime Coverage: The School shall purchase Employees Dishonesty or Crime Insurance for all Governing Board members and employees, including Faithful Performance of duty coverage for the School's administrators and Governing Board with an insurance carrier authorized to do business in the State of Iowa and coverage shall be in the amount of no less than one million (\$1,000,000) dollars per loss/two million (\$2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty or Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.
- F. No later than 30 days prior to the opening of school, the School shall furnish the District with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1. The certificates shall be issued to the Sponsor and name the Sponsor as an additional insured. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the School Board evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. Should any of the above described policies (A-E) be cancelled before the expiration date, written notice to the Sponsor shall be delivered in accordance with the policy provisions or within 10 days of cancellation, whichever is sooner.
- G. The School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School's members, officers, or employees or other agents in connection with and arising out of any services within the scope of this Charter; (b) the School's material breach of this Charter or applicable law; (c) any failure by the School to pay its suppliers or any subcontractors. In addition, the School shall indemnify, protect and hold the Sponsor harmless against all claims and actions brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School, except when Sponsor supplied, or required School to use that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter. The School shall not indemnify Sponsor for intentional or negligent conduct of Sponsor or any other cause of action caused by or through the fault of the Sponsor.
- H. Applicable to All Coverages the School Procures
  - 1. Other Coverages: The insurance provided by the School shall apply on a primary

- basis and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of/ the School.
2. Deductibles and Retention: Except as otherwise specified, including for wind related coverages, the insurance maintained by the School shall apply on a first-dollar basis without application of deductible or self-insurance retention.
  3. Liability and Remedies: Compliance with the insurance requirements of this Charter shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees, or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Charter or otherwise.
  4. Subcontractors: The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.
  5. Defense outside the limits: Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs outside the limits". This term ensures that limits are available to pay claims rather having attorney's fees erode the available claim dollars.
- I. The Sponsor agrees to indemnify and hold harmless the School, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the Sponsor's members, officers, employees or other agents in connection with and arising out of any services within the scope of this Charter; or (b) the Sponsor's material breach of this Charter or law. In addition, the Sponsor shall indemnify, protect and hold the School harmless against all claims and actions brought against the School by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the Sponsor or required by the Sponsor to be used by the School, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter.
  - J. Notwithstanding anything to the contrary contained herein, through such indemnification set forth in Sections 8(G) and 8(I) above, the Sponsor and the School do not waive sovereign immunity to the extent sovereign immunity is available. In the event of any claims described in Sections 8(G) and 8(I) above, the School and Sponsor shall notify one another of any such claim promptly upon receipt of same. The School and Sponsor shall each have the option to defend such claims with their own counsel at their own expense. If the Sponsor or School choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Charter.
  - K. Notification of Third-Party Claim, Demand, or Other Action: The School and Sponsor shall notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision (a "third-party claim") and shall give each other a reasonable opportunity to defend the same at its own expense



and with its own counsel, provided that the Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the School or Sponsor fails to undertake to defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account. The School or the Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.

L. Notice of Claims

1. Time to Submit

The School shall provide the Sponsor with proof of insurance pursuant to Section 8(F) of this Charter.

2. Notice of Cancellation

The evidence of insurance shall provide that the Sponsor be given no less than sixty (60) days written notice prior to cancellation.

3. Renewal or Replacement

Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the Sponsor with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

### **Section 9: Governance**

- A. Governance of the School will be in accordance with the Bylaws or other organizational documents of the School and as described in the Application. The general direction and management of the affairs of the School shall be vested in the Governing Board with a minimum of 3 members or as otherwise required by law. The membership of the Governing Board shall be in accordance with the Bylaws. A majority of the voting members of the Governing Board shall constitute a quorum or as otherwise provided in the Bylaws. A majority of those members of the Governing Board present shall be necessary to act. Members of the Governing Board may attend in person or by means of communications media technology used. The Governing Board's primary role will be to set policy, provide financial oversight, annually adopt and maintain an operating budget, exercise continuing oversight over the School's operations, and communicate the vision of the School to community members. It shall be the duty of the Governing Board to keep a complete record of all its actions and corporate affairs and supervise all officers and agents of the School and to see that their duties are properly performed.

All members of the Governing Board will be required to attend governance training and refresher courses as required by law.

The Governing Board will serve as the sole responsible fiscal agent for setting the policies guiding finance and operation. School policies are decided by the Governing Board, and the School's Principal ensures that those policies are implemented.

- B. The School shall be organized as, or be operated by, an Iowa nonprofit organization. The School will not change its legal status or legal organization without prior written notification to the Sponsor.
- C. The Bylaws or other organizational documents of the School shall establish the procedures by which members of the Governing Board are appointed and removed and the election of officers. The Governing Board will develop and implement policies regarding educational philosophy, program, and financial procedures. The Governing Board will oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.
  - 1. The Governing Board shall exercise continuing oversight over the School's operations and will be held accountable to its students, parents or guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in Iowa Code.
  - 2. The Governing Board will be responsible for the over-all policy decision making of the School, including the annual approval of the budget.
  - 3. The Governing Board shall ensure that the School has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to Iowa Code who shall submit the report to the Governing Board.
  - 5. The Governing Board shall review and approve the audit report, including any audit findings and recommendations for the financial recovery plan.
  - 6. The Governing Board shall perform the duties set forth in law, including monitoring any financial corrective action plan or financial recovery plan.
  - 7. No member of the Governing Board or their immediate family will receive compensation, directly or indirectly from the School or the School's operations. No School or management company employee, or his or her spouse, shall be a member of the Governing Board.
  - 8. Any change in Governing Board membership must be reported to Sponsor in writing.
- D. The School shall allow reasonable access to its facilities and records to duly authorized representatives of the Sponsor to the extent allowable by law. Conversely, the Sponsor shall allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.

To the extent the School is provided access to Sponsor's data systems, all School employees and students will be bound by Sponsor's computer policies and standards regarding data privacy and system security.

- E. If an organization (“**Management Organization**”), including but not limited to: 1) a management company, 2) an educational service provider, or 3) a parent organization, will be managing or providing significant services to the School, the contract for services between the management organization and the Governing Board shall be provided to the Sponsor and attached as an appendix to this Charter. Any contract between the Management Organization and the School must ensure that:
1. Members of the Governing Board or their spouses will not be employees of the Management Organization, nor should they be compensated for their service on the Board or selected to serve on the Board by the Management Organization.
  2. The Governing Board may hire or retain an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the Governing Board and the Management Organization may contract for such services as determined by the management agreement and as otherwise allowed by law. The Governing Board shall use an audit firm that is independent from the Management Organization for the purposes of completing the annual financial audit required under law.
  3. The contract will clearly define each party’s rights and responsibilities including specific services provided by the Management Organization and the fees for those services and specifies reasonable and feasible terms under which either party may terminate the contract.
  4. All equipment and furnishings that are purchased by or for the School with public funds shall be the property of the School, not the Management Organization and any fund balance remaining at the end of each fiscal year will belong to the School, not the management organization.
  5. All loans from the Management Organization to the School, such as facility loans or loans for cash flow, will be appropriately documented and will be repaid at a rate no higher than market rates at the time of the loan.
  6. A copy of any material changes to the contract between the Management Organization and the Governing Board shall be submitted to the Sponsor.
  7. The School shall require the Management Organization to perform its duties in compliance with this Charter.
  8. The Governing Board shall ensure that an “arms-length”, performance-based relationship exists between the governing board and the Management

## Organization.

9. The contract between the Management Organization and the Governing Board shall allow the Governing Board the ability to terminate the contract.
- F. Any default or breach of the terms of this Charter by the Management Organization shall constitute a default or breach under the terms of this Charter by the School unless the School cures such breach after written notice.

The contract between the Management Organization and the School shall be submitted to the Sponsor. If the contract between the Management Organization and the School is amended, a copy of the amended Management Organization services agreement shall be provided to the Sponsor. If the School and the Management Organization amend their contract in a manner that results in a material change to this Charter, this Charter may require modification through the contract amendment process. Unless exigent circumstances exist, the School will give the Sponsor reasonable notice of the termination of any Management Organization contract.

## **Section 10: Human Resources**

- A. The School shall select its own personnel.
- B. The School's employment practices shall be nonsectarian.
- C. The teachers employed by or under contract to the School shall be certified as required by law.
- D. Employees of the School may participate in professional development activities offered by the District. Any costs associated with professional development for which there is an additional fee, and for which no Federal funding has been provided for such purposes to the Sponsor, will be the responsibility of the School or individual School employee.
- E. The School may not employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.
- F. The School may not knowingly employ an individual who has resigned from a school or school district in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school or school district with respect to child welfare or safety or who is under current suspension from any school or school district.
- G. The School shall disclose to the parents the qualifications of its teachers in the manner required by law. The School shall provide to the Sponsor, prior to the opening of

school, the qualifications and assignments of all staff members using the Sponsor's designated database.

- H. The School shall implement policies and procedures for background screening of all prospective employees, volunteers and mentors prior to working or volunteering in the school and prior to their participation in any volunteer activities. All volunteers must be screened and cleared prior to participating in any activities. Any and all visitors or guests to the School while students are on campus must be screened and/or escorted by a staff member who is level 2 screened.
- I. The School shall require all employees and the members of the Governing Board to be fingerprinted by an authorized law enforcement agency or an employee of the School or Sponsor who is trained to take fingerprints, pursuant to law. The cost of fingerprinting shall be borne by the School or the individual being fingerprinted. The results of all such background investigations and fingerprinting will be reported in writing to the Director of Schools or his or her designee. No School employee or member of the Governing Board may be on campus with students until his or her fingerprints are processed and cleared. The School shall notify the Sponsor's Human Resource Department when a staff member is no longer employed at the School.

The School shall require all employees and Governing Board members to self-report within 48 hours to appropriate authorities any arrest and final disposition of such arrest other than minor traffic violations. The School shall then take appropriate action relating to the employment of that individual.

### **Section 11: Miscellaneous Provisions**

- A. Impossibility

Neither party shall be in default of this Charter, if the performance of any or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

- B. Drug Free Workplace: The School shall be a drug-free workplace, as provided by State and Federal law.

- C. Entire Agreement

This Charter shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this Charter shall require approval of the Sponsor and the Governing Board.

D. No Assignment without Consent

This Charter shall not be assigned by either party without mutual written consent.

E. No Waiver

No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Charter shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Charter shall be deemed to have been made by either party unless in writing and signed by the parties.

F. Default Including Opportunity to Cure

In the event that the School should default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have thirty (30) days from written notice of default to cure, unless otherwise agreed to by the parties in writing.

G. Survival Including Post Termination of Charter: All representations and warranties made herein shall survive termination of this Charter.

H. Severability: If any provision or any part of this Charter is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.

I. Third Party Beneficiary: This Charter is not intended to create any rights in a third-party beneficiary.

J. Choice of Laws, Jurisdiction and Venue of Disputes and Waiver of Jury Trial

This Charter is made and entered into in Polk County and shall be interpreted according to the laws of the State of Iowa. The exclusive jurisdiction and venue for any litigation between the parties arising out of or related to this Charter, shall be the County Court in and for the Polk County, or the appropriate appellate or federal court. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury.

K. Notice

Official correspondence between the School and the District shall be in writing, and

signed by an officer of the Governing Board or the Principal of the School. Every notice, approval, consent or other communication authorized or required by this Charter shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

1. Notices to the School:

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2. Notices to the Sponsor:

Iowa Department of Education  
Administrative Offices: 400 E 14th St Des Moines, IA 50319

Notice may also be given by email to the email addresses provided by the parties subject to verbal or written confirmation of receipt.

Each of the persons executing this Charter represents and warrants that he or she has the full power and authority to execute the Charter on behalf of the party for whom he or she signs and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

L. Conflict or Dispute Resolution

Subject to the applicable provisions of law, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict or dispute resolution procedure.

The following dispute resolution process, not otherwise pre-empted by law, shall be equally applicable to both parties to this Charter in the event of a dispute. All disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process:

Step 1 -- The persons having responsibility for implementing this Charter for the aggrieved party will write to the other party to identify the problem, propose action to correct the problem and explain reasons for the proposed action.

Step 2 -- The person having responsibility for implementing this Charter for the other party will respond in writing within fifteen (15) calendar days, accepting the proposed action or offering alternative solution(s) to the problem. A meeting of representatives of the parties may be held to reach agreement on the solution and subsequent action.

Step 3 -- Upon resolution of the problem, the responsible personnel from both parties will develop a joint written explanation indicating the resolution. This document will be retained with this Charter. If an amendment to the Charter is necessary, the amendment will be submitted for action by both parties.

Step 4 -- If efforts at agreement within a reasonable time are unsuccessful, the parties may have recourse to their available legal remedies, including, without limitation, mediation through the FDOE or those additional remedies set forth in Iowa Code.

M. Citations

Whenever a statute or rule is referenced in this Charter, it shall be construed to mean the statute or rule as it is amended from time to time.

If the Sponsor subsequently amends any agreed-upon Sponsor policy, the version of the policy in effect at the time of the execution of this Charter, or any subsequent modification thereof, shall remain in effect and the Sponsor may not hold the School responsible for any provision of a newly revised policy unless the revised policy is mutually agreed upon.

N. Interpretation

The headings in the Charter are for convenience and reference only and in no way define, limit or describe the scope of the Charter and shall not be considered in the interpretation of the Charter or any provision hereof. This Charter is the product of negotiation between the parties and therefore the terms of this Charter shall not be construed against either party as the drafter.

O. Counterparts. This Charter may be executed in as many counterparts as may be required, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute a single instrument. An electronic or facsimile copy of this Charter and any signatures thereon shall be considered for all purposes as an original.

P. Confidential Information. All education records, personally identifiable information (“PII”), data, metadata, personnel records, safety and security information, and other confidential information (collectively referred to herein as “**Confidential Information**”) of one Party (the “**Disclosing Party**”) that comes within the other Party’s possession (the “**Receiving Party**”) in the course of performing hereunder shall be held in confidence by the Receiving Party in strict compliance with all confidentiality and disclosure provisions of all applicable federal, state, and local laws, rules, and regulations, including, without limitation, the Family Educational Rights and Privacy Act and its



implementing rules and regulations (collectively “**FERPA**”), the Children’s Online Privacy Protection Act and its implementing rules and regulations, and all other relevant rules promulgated by the State Board of Education (collectively referred to herein as “**Privacy Laws**”), as any of the foregoing may be amended from time to time. The Parties each expressly acknowledge and understand that Confidential Information may only be used by the Receiving Party in connection with performing their respective duties and obligations under this Charter and for the limited purposes for which the information was disclosed by the Disclosing Party.

IN WITNESS WHEREOF, the parties hereto have executed this Charter, effective as of the day and year first above written:

QUEST FORWARD CHARTER SCHOOL – CEDAR RAPIDS  
an Iowa Nonprofit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IOWA STATE BOARD OF EDUCATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **Appendices**

1. The Application
2. Governance Documents
3. Management Contract (if applicable)
4. Annual Performance Targets
5. Educational Services Provider (“ESP”) contract with Academica
6. Educational Services Provider (“ESP”) contract with Opportunity Education Foundation

## Quest Forward Charter School Des Moines

Contract must contain:

### 1. Performance framework

#### Annual Performance Targets

The school has set its targets for performance during the first year in operation (AY 2025-2026) using Hoover High School as a representation of likely incoming student performance. From the stated target in the chart below for the end of AY 2025-2026, we expect 2% growth in relevant categories in each of the following four academic years, at which point we expect to reassess targets with the state board.

Numbers are presented as follows:

Average

Gender M / F

Race/Ethnicity [Asian, Black/AA, Hispanic, Multi R, White]

Poverty (FRL)

Special Education Status (IEP)

ELL (EL)

Gifted

<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	Average: 49 EL: 12 FRL: 43 IEP: 12 Asian: 63 Black/AA: 30 Hispanic: 47 Multi R: 50 White: 69 Female: 51 Male: 46 Gifted: 96
Student Academic Proficiency – Mathematics	Percent of student proficient/advanced proficient on ISASP and/or DLM assessment	Average: 43 EL: 13 FRL: 39 IEP: 7.6 Asian: 59 Black/AA: 22

		<p>Hispanic: 43.6  Multi R: 39  White: 63  Female: 41  Male: 44  Gifted: 96</p>
<p>Achievement gaps in Student Academic Proficiency - English Language Arts</p>	<p>Percent of student proficient/advanced proficient on ISASP and/or DLM assessment by:</p> <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>	<p>The school will annually report ISASP data disaggregated by gender, race/ethnicity, poverty, special education status, limited English, and gifted categories.</p> <p>In addition to ACT and ISASP data, the school will administer the NWEA Map test to all students in the fall of each year. This data will also be disaggregated and analyzed at the school for achievement and growth gaps. Teachers will participate in professional learning provided by Opportunity Education or other providers targeting improvement in categories identified by the school as areas for improvement on the basis of NWEA and ISASP data.</p> <p>The school targets annual improvement of at least 2% in each identified gap in academic proficiency.</p>
<p>Achievement gaps in Student Academic Proficiency - Mathematics</p>	<p>Percent of student proficient/advanced proficient on ISASP and/or DLM assessment by:</p> <ul style="list-style-type: none"> <li>● gender</li> <li>● race/ethnicity</li> <li>● poverty</li> <li>● special education status</li> </ul>	<p>The school will annually report ISASP data disaggregated by gender, race/ethnicity, poverty, special education status, limited English, and gifted categories.</p> <p>In addition to ACT and ISASP data, the school will</p>

	<ul style="list-style-type: none"> <li>● limited English</li> <li>● gifted</li> </ul>	<p>administer the NWEA Map test to all students in the fall of each year. This data will also be disaggregated and analyzed at the school for achievement and growth gaps. Teachers will participate in professional learning provided by Opportunity Education or other providers targeting improvement in categories identified by the school as areas for improvement on the basis of NWEA and ISASP data.</p> <p>The school targets annual improvement of at least 2% in each identified gap in academic proficiency.</p>
<p>Achievement gaps in Student Academic Growth - English Language Arts</p>	<p>ISASP</p>	<p>The school will annually report ISASP data disaggregated by gender, race/ethnicity, poverty, special education status, limited English, and gifted categories.</p> <p>In addition to ACT and ISASP data, the school will administer the NWEA Map test to all students in the fall of each year. This data will also be disaggregated and analyzed at the school for achievement and growth gaps. Teachers will participate in professional learning provided by Opportunity Education or other providers targeting improvement in categories identified by the school as areas for improvement on the basis of NWEA and ISASP data.</p>

		The school targets annual improvement of at least 2% in each identified gap in academic growth.
Student Academic Growth - English Language Arts	Growth is measured using Student Growth Percentiles (SGP). A student growth percentile (SGP) describes a student's growth compared to other students with similar prior test scores (their academic peers).	<p>Average: 51  EL: 42.5  FRL: 47  IEP: 52  Asian: 54  Black/AA: 45  Hispanic: 53  Multi R: 43  White: 58  Female: 48  Male: 52  Gifted: 50</p>
Student Academic Growth - Mathematics	Growth is measured using Student Growth Percentiles (SGP). A student growth percentile (SGP) describes a student's growth compared to other students with similar prior test scores (their academic peers).	<p>Average: 46.5  EL: 42  FRL: 47  IEP: 37  Asian: 42.5  Black/AA: 44  Hispanic: 50  Multi R: 41  White: 54  Female: 48.5  Male: 44  Gifted: 50</p>
Achievement gaps in Student Academic Growth - Mathematics	ISASP	<p>The school will annually report ISASP data disaggregated by gender, race/ethnicity, poverty, special education status, limited English, and gifted categories.</p> <p>In addition to ACT and ISASP data, the school will administer the NWEA Map test to all students in the fall of each year. This data will also be disaggregated and analyzed</p>

		<p>at the school for achievement and growth gaps. Teachers will participate in professional learning provided by Opportunity Education or other providers targeting improvement in categories identified by the school as areas for improvement on the basis of NWEA and ISASP data.</p> <p>The school targets annual improvement of at least 2% in each identified gap in academic growth.</p>
Benchmark status on early literacy approved screening measure(s) in grades kindergarten through 3	N/A	N/A
Attendance	Percent of students chronically absent	Students will be in attendance in school at least 95% of the academic calendar year.
Conditions for Learning data	Conditions for Learning composite score	<p>Average: 44  EL: 46  FRL: 45.6  IEP: 41  Asian: 57  Black/AA: 34.3  Hispanic: 50  Multi R: 26  White: 45  Female: 41  Male: 47  Gifted: 70</p>
Enrollment attrition and mobility		The school will retain 90% of all students entering the school each year.
Post-secondary readiness for students in grades 9-12	Postsecondary readiness index score – composite	<p>Average: 44.4  EL: 36.4  FRL: 41.6  IEP: 34.5</p>



		Asian: 47 Black/AA: 40.3 Hispanic: 40 Multi R: 40 White: 50 Female: 50 Male: 50 Gifted: 70
Financial performance and sustainability	<ul style="list-style-type: none"> <li>• Revenues less expenditures.</li> <li>• Projections vs actuals</li> </ul>	The school will provide financial data 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 the charter contract	Charter school citations (if any) logged into Consolidated Accountability and Support Application (CASA)	The school will comply with all applicable laws, regulations, and terms of the charter contract.
<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>		
Student Engagement	Quest Forward Engagement Measure (0-3 scale; 1.5 is threshold for low and full); based on 7 years of experience with assessment data from current schools. We are open to other measures and to correlations with the Conditions for Learning sub-measures	95% of students are at full or high engagement, of which 35% are at high engagement
Career Learning	Career learning is measured through participation in Pathways work-learning activities, including service learning, internship, shadowing activity	<ul style="list-style-type: none"> <li>• All students in grades 9-10 have at least one substantive service learning activity;</li> </ul>

		<ul style="list-style-type: none"> <li>● All students in grades 11-12 have at least one substantive internship;</li> <li>● Students in grade 6-8 should have one shadowing activity.</li> </ul>
Active learning	We build a foundation for active learning in the classroom through teacher training. This is measured by participation in professional development activity including participation in Opportunity Education Institutes and modules, and through the use of technology tools including Engagement measures.	<ul style="list-style-type: none"> <li>● All faculty participate in the Quest Forward Institute;</li> <li>● All faculty complete at least 2 modules in the professional development catalog;</li> <li>● Engagement measurement is occurring at least weekly in all classes</li> </ul>

We will include any other measure as requested by the State Board in the performance framework, including but not limited to measures of operational quality - such as staffing/vacancies, retention, facilities and so on.