

# Iowa State Board of Education

## Executive Summary

April 20, 2022



**Agenda Item:**

Choice 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, Legal Counsel

**Attachment(s):**

One

**Recommendation:**

It is recommended the State Board approve and the President, Iowa State Board of Education sign the Choice 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. Charter schools, under this law, are a part of the state's program of public education. The Choice 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 2022-2023 school year, applications are due no later than February 1, 2022, and the Choice 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 March 24, 2022 the State Board approved the Choice Charter School application. Iowa Code 256E requires the State Board to approve the contract in 30 days.

## PROPOSED CHARTER SCHOOL CONTRACT – CHOICE CHARTER SCHOOL

THIS CHARTER SCHOOL CONTRACT (“Contract”) for Choice Charter School, is authorized pursuant to Iowa Code Section 256E.6, and executed by and between the Iowa State Board of Education (“State Board”) and Founding Group Choice Charter Schools, Inc. (“Charter School”) on this 20th day of April, 2022.

### RECITALS

WHEREAS, the Charter School is a Not-for Profit corporation organized under the State of Iowa who has applied as a Founding Group to become a charter school under Iowa Code section 256E.5.

WHEREAS, the application of the Charter School to become a charter school under Iowa Code Chapter 256E has been approved by the State Board pursuant to Iowa Code Chapter 256E.

WHEREAS, the name of the school shall be Choice Charter School.

WHEREAS, pursuant to Iowa Code section 256E.6, upon approval of a Charter School Application, the parties are to execute a Charter School Contract (hereinafter “Contract”).

WHEREAS, Choice Charter School, Inc. is authorized to execute this Charter School Contract pursuant to its Bylaws and the laws of the State of Iowa.

WHEREAS, The Iowa State Board of Education is authorized to execute this Charter School Contract pursuant to Iowa Code Chapter 256E.

NOW, THEREFORE, the parties hereto, intending to be legally bound by the terms and conditions set forth herein, enter into this Contract:

I. **Recitals.** The Recitals are expressly adopted by the Parties as part of the terms and conditions of this Contract.

II. **Authority.** The State Board hereby authorizes the Charter School, as a Founding Group, to operate as a charter school under Iowa Code Chapter 256E and that such Charter School shall be known as Choice Charter School and shall have the authority and power to carry out the purposes and powers provided for charter schools established by Founding Groups under Iowa Code Chapter 256E. The Charter School shall be subject to the applicable laws of the State of Iowa including those governing charter schools under Iowa Code Chapter 256E as well as Iowa Civil Rights Act (Iowa Code Chapters 216 and 216A), the Federal Civil Rights Act of 1964, state and federal anti-discrimination laws, Iowa Code Chapters 22 (Freedom of Information Act), 256B (Special Education), 256E (Charter Schools), and 272 (Education Examiners Board) where and when applicable, Iowa Code sections 11.6, 11.14, 11.19, 279.29, and 256.9(20) pertaining audits unless deviations allowed/approved by the State Board of Education, Iowa Code sections 256.7(21) and 256.11 relating to educational standards unless waived by the State Board of Education, Iowa Code section 279.10(1) relating to instructional hour/day requirements unless waived by the State Board of Education.

III. **Duration.** The initial term of this contract shall be five (5) school budget years beginning at the school budget year of 2022/2023, and ending at the conclusion of the 2027/2028 school budget year. The opening of the Charter School shall be August \_\_, 2022. The ending of the Charter School contract shall be \_\_\_\_\_. 281-19.9(1)

IV. **Designation of Roles.**

- A. **Charter School.** The “Charter School” is Choice Charter School, Inc. which is a Not-for-Profit corporation organized under the laws of the State of Iowa which applied as a Founding Group to become a charter school pursuant to Iowa Code section 256E.5. By and through its Governing Board (or Founding Members until the Governing Board is established and has met), the Charter School shall have the power to carry out the general and specific purposes of the Charter School as set forth in its Bylaws including, but not limited to, the authority to carry out all acts necessary to achieve one or more of the purposes set forth in Iowa Code section 256E.1(3) including, but not limited to, improving student learning, wellbeing and postsecondary success; increasing learning opportunities of students in areas of need; increasing opportunities for serving at-risk populations; implementing a multitiered system of supports for students; and allow greater flexibility to meet the educational needs of a diverse student population. The authority of the Charter School shall be limited only by the Bylaws and the applicable laws, rules and regulations of the State of Iowa.
- B. **Founding Members.** The “Founding Members” of the Charter School are Dr. Cynthia Knight (Union, IA), Jerry Homeyer (Aurora, CO), Craig Elliot (Los Gatos, CA), Jennifer Sayers (Des Moines, IA), Steve Cox (Union, IA) and Janet Merry (Granger, IA). The Founding Members shall have the authority to take action or assist in taking necessary action to establish the Charter School, obtain application approval for the Charter School; set the initial policies and goals of the Charter School; elect the initial Board of Directors; establish policies that shall govern the Board of Directors; and undertake and/or assist with the general powers as set forth the Charter School Bylaws until the Board of Directors is established and can take over same. The authority of the Founding Members shall be limited only by the Bylaws and the applicable laws, rules and regulations of the State of Iowa.
- C. **Governing Board.** The initial “Governing Board” of the Charter School are Trent Grundmeyer (Huxley, IA), Aundra Meeks (West Des Moines, IA), Tara Andrews (Des Moines, IA), LaWanda Sanders (Des Moines, IA), Andy Mogle (Urbandale, IA) and a student representative. The Governing Board shall have the authority to manage and carry out the business and affairs of the Charter School and to exercise all of the powers that may be exercised by the Charter School including, but not limited to, the duties set forth in Section V, below, as well as oversight of any Education Service Provider and/or Chief Administrative Officer. The

authority of the Governing Board shall be limited only by the Bylaws and the applicable laws, rules and regulations of the State of Iowa.

- D. Chief Administrator. The initial “Chief Administrator” of the Charter School is Dr. Cynthia Knight. Subject to the oversight of the Governing Board (or Founding Members), the Chief Administrator shall be responsible for the general day-to-day administration of the Charter School as well as educational programing, oversight, and management of teachers, staff and other administrators, oversight of students, and all other administrative duties necessary for the carrying out of the day-to-day operation and fulfillment of the purpose of the Charter School as well as the facilitating and implementing the decisions of the Governing Board. The Chief Administrator shall be a non-voting member of the Governing Board and may be subject to the terms and conditions of any written agreement between the Chief Administrator and the Governing Board as well as the Bylaws of the Charter School.
- E. Education Service Provider. The initial “Education Service Provider” is Net High Academy/Don Jordahl Youth Enhancement Fund d/b/a Jordahl Academy, an Iowa Not-for Profit Corporation. Subject to the oversight of the Governing Board, the Education Service Provider has the authority to provide and perform services regarding or relating to the carrying out of the educational program implementation and comprehensive management services of the Charter School, including those set forth under Section V, below, as an Education Service Provider under the oversight of the Governing Board and the Chief Administrator and pursuant to written agreement between the Education Service Provider and Governing Board.
- F. State Board. The “State Board” is the Iowa State Board of Education. The State Board shall have the authority set forth under Iowa laws, statutes, rules and regulations.
- G. Department. The “Department” is the Iowa Department of Education. The Department shall have the authority set forth under Iowa laws, statutes, rules and regulations.

**I. Duties of Charter School and Governing Board**

- A. Duties of the Governing Board. The roles and responsibilities of the Governing Board include the following and/or oversight of the Education Service Provider and/or Chief Administrator in performance of any or all of the following:
  - i. Recruiting, hiring, administration, oversight, development, and termination of teachers, administrators, faculty and staff of the organization and/or charter school
  - ii. Recruiting, enrolling, transferring students including, but not limited to, establishing procedures for conducting transparent admissions selections and lotteries
  - iii. Financial development and management
  - iv. Fiduciary Duties

- v. General program oversight
- vi. Coordination of long-term planning
- vii. Overseeing and evaluating the work of the Principal and Chief Administrator
- viii. Setting a framework for the budget process and authorizing the annual budget
- ix. Approving large resource expenditures, significant program changes, expansion into new program areas, and building and facility issues
- x. Adopting an annual budget
- xi. Locating new buildings or changing the location of the school's administrative offices
- xii. Creating or increasing indebtedness
- xiii. Adopting online and offline education programs and curriculums including utilizing existing or establishing new operations schedules, classroom sizes, learning environments, classroom structure, curriculum and teaching methods
- xiv. Obtaining, creating, managing and implementing academic and instructional programs and standards
- xv. Designating depositories of school funds
- xvi. On behalf of the organization, entering into contracts not previously approved in the annual budget and that involve funds in excess of \$5,000.00
- xvii. On behalf of the organization, entering into contracts with and making appropriations to the Charter School districts, professional service providers, or education service centers
- xviii. Using and measuring internal and external assessments of Charter School including, but not limited to, measuring and reporting student progress and performance in accordance with Iowa Code section 256E.9
- xix. Utilizing existing or creating and carrying out plans for identifying and serving students with disabilities, students who are limited English proficient, students who are academically failing or below grade level, students who have dropped out of school previously, are at risk for dropping out, have been expelled, and gifted students
- xx. Utilizing existing or establishing and carrying out cocurricular and extracurricular programs as necessary
- xxi. Preparing a student code of conduct with disciplinary procedures and sanctions
- xxii. Utilizing existing or creating and establishing new performance evaluation measures, compensation structure, methods of contract oversight and dispute resolution, employment policies
- xxiii. Utilizing existing or establishing new and carryout plans for providing transportation services, food services and other operational and ancillary services
- xxiv. Prepare a school start-up plan and five-year plan for the Charter School
- xxv. Ensuring compliance with all applicable laws and regulations
- xxvi. Other matters necessary to carry out the purpose and vision of the Charter School.

xxvii. Other responsibilities as deemed necessary or provided for by applicable law.

**B. Academic and Operational Performance Expectations.** The Charter School shall ensure the following academic and operational performance expectations and meet all annual performance targets for the following:

- i. Student academic growth and proficiency in English language arts on statewide outcome assessments.
- ii. Student academic growth and proficiency in mathematics on statewide outcome assessments.
- iii. 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.
- iv. Benchmark status on early literacy approved screening measure(s) in grades kindergarten through 3.
- v. Attendance.
- vi. Conditions for learning data (as required by Iowa's state plan under the Every Student Succeeds Act).
- vii. Enrollment attrition and mobility.
- viii. Postsecondary readiness for students in grades 9 through 12.
- ix. Goals specified in the charter school's mission.
- x. Financial performance and sustainability.
- xi. Governing board performance and stewardship, including compliance with all applicable laws, regulations, and terms of the charter contract.

**C. Annual Performance Targets**

[insert performance indicators, measures, and metrics for each]

Assessment Participation – English Language Arts

Assessment Participation – Mathematics

Average School Achievement – English Language Arts

Average School Achievement – Mathematics

Conditions for Learning Composite

Graduation Rate

Growth – English Language Arts

Growth – Mathematics

Percent Proficient – English Language Arts

Percent Proficient – Mathematics

Post-Secondary Readiness Index College Level

Post-Secondary Readiness Index ACT or SAT Participation

Post-Secondary Readiness Index ACT or SAT Success

Post-Secondary Readiness Index Career & Technical

Progress Toward ELP Composite

<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	60% proficient to be revisited by SIAC when we have actual data.
Student Academic Proficiency – Mathematics	Percent of student proficient/advanced proficient on ISASP and/or DLM assessment	60% proficient to be revisited by SIAC when we have actual data.
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>	60% proficient to be revisited by SIAC when we have actual data.
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>	60% proficient to be revisited by SIAC when we have actual data.
Student Academic Growth - English Language Arts		one grade level pre/post to be revised by SIAC when we have actual data
Student Academic Growth - Mathematics		one grade level pre/post to be revised by SIAC when we have actual data
Achievement gaps in Student Academic Growth - English Language Arts		less than one grade level pre/post to be revisited by SIAC when we have actual data
Achievement gaps in Student Academic Growth - Mathematics		less than one grade level pre/post to be revisited by SIAC when we have actual data

Benchmark status on early literacy approved screening measure(s) in grades kindergarten through 3	Not applicable	
Attendance	Percent of students chronically absent	less than 1% to be revisited by SIAC when we have actual data
Conditions for Learning data	Conditions for Learning composite score	This data will be given after count day when we have students who can take the survey
Enrollment attrition and mobility		less than 1%
Post-secondary readiness for students in grades 9-12	Postsecondary readiness index score	This data will be given after count day when we have students who graduate
Financial performance and sustainability	<ul style="list-style-type: none"> <li>• Revenues less expenditures.</li> <li>• Projections vs actuals</li> </ul>	This was given in the 5 year plan and will be updated once finances are finalized.
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)	This data will be given after the first year of operation.
<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>		

CCS will provide an opportunity for students who have dropped out or are at-risk of dropping out of high school. By meeting students who need a education that is done differently, we will lower the dropout rate and raise the graduation rate in Iowa.	300 students in the program first year	300 students enrolled
Choice Charter School will honor the career dreams of the students it serves by creating individual learning pathways..	16 career clusters combined to create 8 bigger subgroups	Post Secondary readiness information will be used here
Choice Charter School will provide students support as they use their creativity, critical thinking, collaboration, communication, and problem-solving skills to become productive members of society and the work force.	Opportunities for post-secondary training, education, certifications, apprenticeships and jobs will be determined by student choice and skill set	Post Secondary readiness information will be used here

**D. Deviations Approved by State Board.**

Not applicable. None requested.

**E. Annual Reports.**

By October 1st of each year the Charter School shall submit an annual report to assist the State Board in evaluating the Charter School’s performance and compliance with the performance framework. The Annual Report shall meet all requirements set forth in Iowa Code Chapter 256E and Iowa Administrative Code 281-19.15, including:

- a. The Charter School’s mission statement, including a vision statement and goals, as well as data measuring goal attainment.
- b. Student demographics, disaggregated by grade level and protected

- characteristics.
- c. Attendance statistics and dropout rate (average daily attendance, dropout rate, student mobility).
  - d. Graduation data, including four-year and five-year graduation rates, credit accrual, and number of students on track for graduation.
  - e. Student achievement, including annual academic growth and proficiency, including Iowa statewide assessment of student progress (ISASP) data, other assessment data, and aggregate assessment test scores.
  - f. Financial performance, including projections of financial stability.
  - g. The number and qualifications of teachers and administrators.
  - h. Sustainability data, including enrollment trends, staff satisfaction, and parent and student satisfaction.

By September 15th of each year, the Charter School shall submit a Certified Annual Report pursuant to Iowa Administrative Code Chapter 281-99.

## **VI. Duties of the State Board.**

- A. State Assessments. 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. All efforts shall be made by all parties to this contract to eliminate or reduce duplicative data reporting requirements.
- B. Monitoring. The State Board shall monitor the performance and compliance of the Charter School, including collecting and analyzing data according to this Contract in order to meet the requirements of Chapter 256E. Such monitoring shall not exceed the duties or powers set forth in this Contract or Chapter 256E nor shall such monitoring unduly inhibit the autonomy granted to the Charter 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.
- C. Noncompliance or Unsatisfactory Performance. If the Charter School's performance under the Contract or compliance with applicable laws or rules is unsatisfactory, the State Board shall notify the Charter School of the perceived problem and provide reasonable opportunity, which such reasonable opportunity shall not be less than sixty (60) days in duration, for the Charter School to remedy the problem, unless the problem warrants revocation, in which the revocation provisions in Iowa Code Chapter 256E shall apply.
- D. Corrective Actions and Sanctions. The State Board may take appropriate corrective actions or impose sanctions, other than revocation, in response to deficiencies in the Charter School's performance or compliance with applicable laws and rules. Such actions or sanctions may include requiring the Charter

School to develop and execute a corrective action plan within a specified time period, which shall not be less than sixty (60) days.

- E. **Charter School Performance Report.** Annually, by June 30, the State Board shall issue a Charter School Performance Report. The Performance Report shall summarize the Charter School's performance record to date based on the data required by the Contract and Iowa Code Chapter 256E and shall identify concerns that may jeopardize renewal of the Charter School Contract if not remedied. The Charter School shall have sixty (60) days to respond to the Performance Report and submit any corrections or clarifications for the Report.
- F. **Notification of Department.** Within fifteen (15) days of execution of this contract the Governing Board shall notify the Department of Education and the Department of Management of the name of the Charter School, any applicable education service provider, the proposed location of the Charter School, and the Charter School's first year projected enrollment.

**VII. Duties of the Department.** The department shall monitor the effectiveness of the Charter School and shall implement the applicable provisions of Iowa Code Chapter 256E and Iowa Administrative Code 281-19

**VIII. Renewal.** This Contract may be renewed for periods of time not to exceed an additional five (5) years. If applicable, the Charter School may use the expedited renewal procedures provided for in Iowa Administrative Code 281-19.13(13). When the Term of this Contract is set to expire in the following school budget year, the State Board, by June 30<sup>th</sup>, shall provide a Charter School Contract Renewal Application Guidance to the Charter School. When the Term of this Contract is set to expire in the following school budget year, no later than October 1, the Charter School, through the Governing Board, shall submit a renewal application to the State Board pursuant to the renewal application guidance. A renewal or denial shall be approved by resolution of the State Board within sixty (60) days following the filing of the renewal application. The State Board shall carry out all responsibilities for renewal found in Iowa Administrative Code 281-19.13(9) or as required by Iowa Code Chapter 256E.

**IX. Revocation and Non-Renewal.** This Contract may only be revoked or not renewed if the State Board determines that the Charter School did any of the following: (1) committed a material violation of any of the terms, conditions, standards, or procedures required under the Charter School Contract or Iowa Code Chapter 256E; (2) failed to meet or make sufficient progress toward the performance expectations set forth in this Contract; (3) failed to meet generally accepted standards of fiscal management; or (4) violated a provision of law from which the Charter School was not exempted. Such determination shall be by written resolution of the State Board and shall clearly state the reasons for the revocation or nonrenewal. Prior to such determination by the State Board, the State Board shall provide the Charter School with a notice of the possibility of revocation or non-renewal. The Charter School shall be allowed to respond to, contest or appeal the notice pursuant to the

revocation and nonrenewal standards and procedures developed by the State Board. The Charter School shall be provided an opportunity to submit documents and give testimony challenging the decision to revoke the Contract or the decision to not renew the Contract and shall be allowed the opportunity to hire legal representation and to call witnesses. Any proceedings held under this Section shall be allowed to be audio or video recorded.

X. **Funding.** Fundings for the Charter School shall be provided, at least in part, pursuant to Iowa Administrative Code section 281-19.12.

XI. **Amendment.** No amendments or additions to this Agreement shall be binding, unless in writing and signed by both parties, except as herein otherwise provided.

I. **Headings.** The paragraph headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

I. **Construction and Governing Law.** This Agreement shall be governed in all respects, whether as to validity, construction, interpretation, enforcement, capacity, performance, or otherwise, by the laws of the State of Iowa

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

**IOWA STATE BOARD OF EDUCATION CHOICE CHARTER SCHOOL, INC.**

\_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_  
By \_\_\_\_\_