

Iowa State Board of Education

Executive Summary

April 20, 2022



- Agenda Item:** Hamburg Charter High 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 Hamburg Charter High 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 Hamburg Charter High 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 Hamburg Charter High 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 Hamburg Charter High School application. Iowa Code 256E requires the State Board to approve the contract in 30 days.

Hamburg Charter High School Contract

Section One: Introduction

This Contract, effective the 24th day of May, 2022, is made and entered into between Hamburg Charter School, a public charter school organized as a nonprofit corporate entity (the "CHARTER"), under the Iowa State Board of Education under Iowa Code §256E.4, State board-state board model, from which the CHARTER requested its charter and which granted approval for the CHARTER's existence (the "Sponsor") (collectively, the "Parties").

1.1 Reference to the Iowa Charter School Act.

WHEREAS, the Iowa General Assembly has enacted the Iowa Charter Schools Act, § 256E.1.

1.2 Reference the submission date of the charter application.

WHEREAS, on February 1, 2022 an Application was submitted by the planning committee of the CHARTER for formation of a public charter school as part of the Sponsor, (Iowa State Board of Education).

1.3 Reference to approval date.

WHEREAS, on March 24, 2022 the Sponsor approved the CHARTER's charter application and granted the CHARTER a charter for an initial term of five years;

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual understandings, releases, and covenants contained herein, the Parties agree as follows:

Section Two: Establishment of School

2.1 Charter term. This Contract is effective as of April 20, 2022 and shall continue through May 31, 2027 though this Contract is for operation of the Charter School for a period of five (5) years. The contract is between the State Board of Education ("AUTHORIZER) and the Hamburg Charter School ("CHARTER").

2.2 Legal status. The CHARTER will be part of the Hamburg Community School District which is incorporated as a non-profit educational institution. The CHARTER shall continue to operate as an Iowa non-profit educational institution during the term of this contract and shall assure that its operation is in accordance with its articles of incorporation and bylaws. The CHARTER shall notify the District promptly of any change in its corporate status.

The CHARTER is organized and maintained as a separate legal entity from the Sponsor for all purposes of this Contract. As provided by chapter 256E, the CHARTER is a public school and is part of the Hamburg Community School District. Notwithstanding its existence as a separate legal entity, the educational programs conducted by the Charter are considered to be operated by the Charter as part of the Sponsor. As such, the CHARTER is subject to Iowa laws and regulations as well as school district policies that apply to all public schools unless waived in accordance with this Contract. Further, the CHARTER is a public body within the meaning of chapter 256E and is therefore subject to the Iowa Freedom of Information Act.

2.3 Pre-opening conditions. The CHARTER shall meet all of the Pre-Opening Conditions which include full operation as a CHARTER High School by the start of the 2022-2023 School Year which is August 23, 2022.

Section Three: Sponsor/School Relationship

3.1 Sponsor responsibilities, roles, powers, and performance expectations.

Pursuant to Iowa Code §256E.9, the Sponsor is the Iowa State Board of Education.

- A.** The CHARTER shall operate under the auspices of, and shall be accountable to, the Authorizer and subject to, unless specifically waived or delegated pursuant to this Contract, all applicable federal and state laws and regulations, including Iowa Department of Education (IDE) policies and regulations. All records established and maintained in accordance with the provisions of this Contract, IDE policies and regulations, and federal and state law and regulations shall be open to inspection and review and made available in a timely manner to Sponsor officials who have legitimate educational interests in such records within the meaning of *the Family Educational Rights and Privacy Act (FERPA)*. Records include, but are not limited to, the following:
- i. CHARTER records including, but not limited to, student cumulative files, policies, special education, and related services;
 - ii. Financial records;
 - iii. Educational program, including test administration procedures and student protocols;
 - iv. Personnel records, including evidence criminal background checks have been conducted;
 - v. CHARTER's operations, including health, safety, and occupancy requirements; and
 - vi. Inspection of the facility.

Further, the Authorizer may make announced or unannounced visits to the CHARTER to fulfill its oversight responsibilities. Except in emergencies, and when directed by the Sponsor's Superintendent, visits should be pre-arranged in a professional manner to avoid needless disruption of the educational process.

- B. Access to student records.** The CHARTER shall timely make available to the CHARTER cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the CHARTER. The CHARTER shall use such information exclusively for the fulfillment of its educational responsibilities or for compliance with the law and shall not use student information acquired from the sponsor for any other purpose.
- C. Oversight and Monitoring.** In accordance with guidance from the Iowa Department of Education and Iowa Code § 256E.10, the Sponsor shall
- i. Monitor, in accordance with the terms of the Contract, the performance and legal/fiscal compliance of the CHARTER to include collecting and analyzing data to support ongoing evaluation according to the Contract.
 - ii. Conduct or require oversight activities that enable the Sponsor to fulfill its responsibilities outlined in the law, including conducting appropriate inquiries and investigations, only if those activities are consistent with the law, adhere to the terms of the contract, and do not unduly inhibit the autonomy granted to public charter schools.
 - iii. Collect in accordance with Iowa Code § 256E.12, an annual report from the CHARTER and submit the report to the Iowa Department of Education.
 - iv. Notify the CHARTER of perceived problems when its performance or legal compliance is unsatisfactory and provide a reasonable opportunity for the CHARTER to remedy the problem, unless the problem warrants revocation and revocation timelines apply.
 - v. Take appropriate actions and exercise sanctions short of revocation, in response to deficiencies in CHARTER performance or legal compliance. These actions or sanctions may include requiring the CHARTER to develop and execute a corrective action plan within a specified timeframe.

- vi. Determine whether the School's charter merits renewal, nonrenewal, or revocation.

3.2 School responsibilities, roles, powers, and performance expectations.

- A. Records.** The CHARTER agrees to comply with all federal, state, and Sponsor record-keeping requirements including those pertaining to students, governance, and finance. This includes maintaining up-to-date information about enrolled students in the Sponsor's student information system (SIS). In addition, the CHARTER shall ensure that records for students enrolling in other schools are transferred in a timely manner. Financial records shall be posted monthly. All records shall be maintained at the CHARTER and shall be open to inspection, consistent with law, during reasonable business hours. The CHARTER further agrees to assist the Sponsor in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.
- B. Notification provided to the CHARTER.**
 - i. **Timely notice.** The CHARTER shall timely notify the Sponsor (and other appropriate authorities) in the following situations:
 - 1. the discipline of employees at the CHARTER arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law; or
 - 2. any complaints filed against the CHARTER by any governmental agency.
 - ii. **Immediate notice.** The CHARTER shall immediately notify the Sponsor of any of the following:
 - 1. conditions that may cause it to vary from the terms of this Contract, applicable Sponsor requirements, federal, and/or state law;
 - 2. any circumstance requiring the closure of the CHARTER, including, but not limited to, a natural disaster, such as an earthquake, storm, flood, or other weather-related event, other extraordinary emergency, or destruction of or damage to the School facility;
 - 3. arrest of any members of the CHARTER board or CHARTER employees for a crime punishable as a felony or any crime related to the misappropriation or theft of funds;
 - 4. misappropriation of funds;
 - 5. default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more.
- C. Compliance.** The CHARTER shall comply with all applicable federal and state laws, local ordinances, and Sponsor policies applicable to charter schools, except to the extent that the CHARTER has obtained waivers from Sponsor policies in accordance with Section 5.5. The State Board of Education grants the following waivers: Iowa Code 279.10 School Year Beginning Date Exemption; Iowa Code 281(12.5)(5)(f) Physical Education Exemption; Iowa Code 281(12.5)(5)(g) Fine Arts Exemption; Iowa Code 281(12.5)(5)(h) Foreign Language Exemption.
 - i. **Reports.** The CHARTER shall timely provide to the Sponsor any reports necessary and reasonably required for the Sponsor to meet its oversight and reporting obligations. Required reports include, but are not limited to, those listed below along with projected due dates. Timely notification shall be provided when due dates are changed. Failure to provide reports within ten (10) days after the date due is a material violation of the Contract, and the Sponsor may take actions as outlined in Section 3.4.
 - ii. **Annual Report.** The CHARTER shall annually provide the State with a report no later than May 31st. In accordance with Iowa Code chapter 256E, the report shall include all information required by the Sponsor

and/or the IDE and shall include, at a minimum, (1) the number of students enrolled in the CHARTER from year to year; (2) the success of students in achieving the specific educational goals for which the CHARTER was established; (3) an analysis of achievement gaps among major groupings of students in both proficiency and growth; (4) the identity and certification status of the teaching staff; (5) the financial performance and sustainability of the CHARTER; and (6) CHARTER board performance and stewardship including compliance with applicable laws. The CHARTER shall submit a report with the Department on or before October 1 of each year, which shall cover the prior academic year and which shall contain the content required by Iowa Administrative Code rule 281-19.15(1).

- iii. **Required financial reports** The CHARTER shall annually provide the State with a financial report as defined in Iowa Code § 256E.12, which will include e.g., projected enrollment, annual independent audit, pupil and student accounting. This report will be submitted as part of the Hamburg Community School District's Annual Auditing Report which will be submitted by December 31st of each year of operation. Each charter school shall submit a Certified Annual Report consistent with the requirements of 281—Chapter 99. The annual financial report is due to the department by September 15.
- iv. **Student data.** The CHARTER shall maintain accurate and up-to-date student records in the provided SIS. Data supplied to the Sponsor shall fulfill all federal and state reporting requirements and deadlines. Data and documents submitted to the Sponsor shall be in formats compatible with those used by the Sponsor.
- v. **School calendar**—Each year a public hearing will be held to propose and approve a school calendar. The School will operate on a minimum of 1080 per year and will be session 12 months of the year in order to incorporate an apprenticeship program. The State waives the mandatory August 23rd start date.
- vi. **Health and safety information** Pursuant to Iowa Code chapter 256E, the School shall adhere to the same health and safety requirements as are applied to public schools operating in the Hamburg Community School District.
- vii. **Governance information/School Board membership** (The Hamburg Community School District Board of Directors will be the governing board for the Charter School in pursuant to Iowa Code chapter 256E.
- viii. **Signed School Board member conflict of interest disclosures**—The board of directors take an oath upon election to the Hamburg Community School District and follow all policies and procedures which includes Conflict of Interest Policy 203.
- ix. **Current bylaws**—The CHARTER will follow the ~~bylaws~~ board policies of the Hamburg Community School District.

D. Academic Achievement. The CHARTER shall make reasonable progress towards meeting or exceeding the performance goals as described in its charter application. In accordance with IDE, the CHARTER shall demonstrate that student academic achievement is improving and shall provide evidence of increased student academic achievement for all students described in Section 1111(b)(2)(C)(v) of the Elementary and Secondary Education Act (ESEA).

E. Nonreligious, Nonsectarian Status. The CHARTER shall operate in all respects, as a nonreligious, nonsectarian, public charter school.

F. Nondiscrimination. The CHARTER shall adhere to the same civil rights and disability rights requirements as are applied to public schools operating in the Hamburg Community School District.

G. Indemnification. The CHARTER shall assume the liability for the activities of the CHARTER and must agree to indemnify and hold harmless the Sponsor and its servants, agents, and employees from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to persons or property or otherwise that arises out of the act, failure to act, or negligence of the CHARTER, its agents, and its employees in connection with or arising out of the activity of the CHARTER.

H. Insurance. Pursuant to Iowa Code chapter 256E, the CHARTER shall maintain liability insurance from an Iowa licensed insurance company or the state insurance reserve fund that at a minimum covers the limits of the Iowa Tort Claims Act. The CHARTER shall obtain insurance protecting the CHARTER and its board, employees, volunteers, and the Sponsor, where appropriate, consisting of workers' compensation, liability, property, indemnity, and automotive. The Sponsor shall provide timely notice if coverage limits are changed. Insurance terms and conditions must be reasonably acceptable to the Sponsor and underwritten by insurers that meet state requirements. The CHARTER shall provide certificates of insurance to the Sponsor by August 1st of each school year. All of the CHARTER's insurance policies purchased by the CHARTER shall state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except after forty-five (45) days prior written notice by certified mail, return receipt requested, has been given to the Sponsor. The CHARTER shall notify the Sponsor within ten (10) days if for any reason there is a lapse in insurance coverage. The CHARTER is solely responsible for any deductibles payable under the policies purchased by the CHARTER.

I. Attendance. Pursuant to Iowa Code §256E.7(2)(h), the CHARTER shall meet, but may exceed, the same minimum student attendance requirements as are applied to all public schools.

3.3 Dispute resolution procedures. All disputes arising out of the implementation of this Contract shall be subject to the dispute resolution process set forth in this Section. Disputes will be resolved by a third party selected by a neutral party agreed to by both parties.

3.4 School violations of law, charter, or this Contract. The CHARTER is subject to nonrenewal or revocation in accordance with Iowa Code § 256E.10, for violation of any law from which the charter school was not specifically exempted or for committing a material violation of the conditions, standards, or procedures provided for in its charter application. Should the CHARTER commit a material violation of the Contract, that does not constitute a violation of applicable law or material violation of its charter, the Sponsor may impose remedies.

Section Four: Governance

4.1 Governance. The CHARTER will follow the policies, rules and bylaws of the Hamburg Community School District. Similarly, the policies of the CHARTER's governing board shall provide for governance of the operation of the CHARTER in a manner consistent with this Contract. Any material modification or changes in the composition of the CHARTER's governing body shall be made in accordance with the procedures described in Section 3.2 of this Contract.

4.2 Governing board. The CHARTER's governing board shall operate in accordance with the Hamburg Community School Districts bylaws. The CHARTER shall ensure that the governing board membership is consistent with the requirements outlined in Iowa Code § 256E.7. Additionally, the CHARTER, shall ensure that within one year of taking office, all persons elected or appointed as members of its board shall successfully complete an orientation program in the powers, duties, and responsibilities of a board member including, but not limited to, topics on policy development, personnel, instructional programs, school finance, school law, ethics, and community relations.

4.3 Transparency. The CHARTER and its governing board shall be subject to the Freedom of Information Act. The governing board of the CHARTER shall notify the Sponsor of any regular meeting of the board at least forty-eight (48) hours prior to the date on which such meeting is to occur and shall conduct all meetings consistent with the Freedom of Information Act. The CHARTER shall also ensure that its governing board adopts and strictly enforces a conflict of interest policy and that all board policies, meeting agendas, minutes, and related documents are readily available for public inspection.

4.4 Parental, educator, and community involvement. The CHARTER shall ensure parental, educator, and community involvement in the governance of the CHARTER. The CHARTER shall ensure that a School Improvement and Advisory Committee (SIAC) is formed to provide parents and community members an opportunity to provide feedback about the CHARTER. A monthly agenda item will allow open dialogue for any parent or community member.

Section Five: Operation of School and Waivers

5.1 Operational Powers. Subject to the conditions and provisions of this Contract, the CHARTER shall be responsible for the CHARTER's operations. The CHARTER shall have all the powers of an Iowa public charter school and a nonprofit corporation. Specific operational powers include the authority to contract for goods and services, prepare budgets, select, supervise, evaluate, and determine the compensation for personnel; lease facilities for the CHARTER; adopt policies and bylaws consistent with the terms of this Contract; accept and expend gifts, donations, or grants.

5.2 Corporate purpose. The purpose of the CHARTER shall be limited to the operation of a charter school pursuant to the Iowa Charter Schools Act, defined in Iowa Code chapter 256E.

5.3 Transportation. The CHARTER will partner with the Hamburg Community School District to provide free and appropriate transportation for all students living more than a mile from the CHARTER as defined in Iowa Code § 256E.5(u).

5.4 Food services The Sponsor shall provide free and reduced breakfast and lunch to qualified students in a manner determined by the Sponsor and in accordance with Sponsor policies and applicable federal and state law. The CHARTER will partner with the Hamburg Community School District to provide an appropriate meal program.

5.5 Waivers. Reflect all agreements regarding the release of the charter school from school district policies in accordance with Iowa Code chapter 256E.

Section Six: School Enrollment and Demographics

6.1 School grade levels. In accordance with Iowa Code §256E.5(d), the CHARTER will provide educational services for grades 9 thru 12.

6.2 Student demographics. The CHARTER will not discriminate in educational programs, and activities on the basis of race, creed, color, religion, national origin, age, sex, pregnancy, disability, genetic information, sexual orientation, gender identity, associational preferences, or any other classification that deprives the person of consideration as an individual.

6.3 Eligibility for enrollment. The CHARTER will accept enrollment applications from any students in grades 9 thru 12 who is under the age of 21.

6.4 Enrollment procedures, priority enrollment, and dates of the enrollment period. The enrollment period is from January 1 to March 1 each year with a priority given to students who currently attend the Hamburg Community School District. An application for admission can be acquired at www.hamburgcsd.org or in the office at 309 S Street, Hamburg, Iowa 51640 or by phone (712) 382-2017.

6.5 Discipline, expulsion, and denial of admission procedures. As required by Iowa Code § 256E.5(o), the CHARTER will follow the discipline, and expulsion policies of the Hamburg Community School District which is posted at: <http://www.hamburgcsd.org>. The CHARTER will have a committee consisting of administration, teachers, and parents to consider all applications. A letter will be sent out to all applicants by March 31 each year notifying them if they have been accepted or if they have been denied and the reasons for denial.

Section Seven: Educational Program

7.1 Mission. In accordance to Iowa Code §256E.5(b), the mission of the CHARTER is to focus on increasing the number of students who graduate high CHARTER in Southwest Iowa by providing a nontraditional approach to school by focusing on job skill development which will equate to high paying jobs upon competition of high school. Students who choose to be in the CHARTER will have an opportunity to earn a career and technical certification/diploma and/or an associate degree while in high school. All CHARTER students will be required to choose a career path which can be changed upon approval. The purpose is to assure all students who graduate from the charter school have the skill set to enter the workforce upon graduation or continue their educational journey through college.

7.2 Goals, objectives, and pupil achievement standards. In accordance with Iowa Code § 256E.5(o), the CHARTER shall meet or make reasonable progress toward the following goals and objectives as outlined in its charter application.

7.3 Description of the school's educational program. In accordance with Iowa Code §256E.5(o), the CHARTER shall implement the educational program as outlined in its charter application.

7.4 Curriculum. In accordance with Iowa Code § 256E.5(j), the CHARTER shall implement the curriculum as outlined in its charter application. The CHARTER's curriculum shall meet or exceed any content standards adopted by the IDE and the Sponsor and shall be designed to enable each student to achieve these standards.

7.5 Plan for evaluating pupil achievement and progress. In accordance with Iowa Code § 256E.5(k), the CHARTER shall implement the pupil achievement and progress as outlined in its charter application.

7.6 Education of Students with Disabilities. In accordance with Iowa Code §256E.5(l), the CHARTER shall comply with state and federal law and regulations concerning the Individuals with Disabilities Education Act (IDEA) and all policies and regulations of the Sponsor concerning the education of students with disabilities. The CHARTER shall admit students without regard to their status as special education students. The student's IEP team shall determine modification, accommodations, services, and placement as appropriate for the student. The CHARTER agrees to provide a variety of placement options and services unless both the CHARTER and the Sponsor agree to a different set of specific options.

The CHARTER agrees that the Sponsor is responsible for oversight of the CHARTER's compliance with the IDEA and Section 504. The Sponsor shall provide support with respect to services such as annual special education audits, state data reporting, Child Find activities, and psychological testing for initial evaluations and reevaluations. Services beyond this level are provided at the discretion of the Sponsor. If CHARTER personnel request services or resources from the Sponsor and if the Sponsor agrees to provide such services, they shall be at no cost to the CHARTER.

The CHARTER agrees that the Sponsor may serve as the LEA in individualized education program (IEP) meetings when situations warrant such action (as deemed necessary by the Sponsor). In cases like this, the CHARTER shall be responsible for the financial commitment made by the IEP team.

Whenever a matter arises concerning the CHARTER’s implementation of the IDEA or Section 504, the CHARTER shall notify the Sponsor’s Director of Special Services upon receiving formal notice of any of the following situations: a request for a due process or grievance hearing (under the IDEA or Section 504); a state-level complaint filed with the IDE, or a violation filed with the Office for Civil Rights. The CHARTER shall not respond to any of these situations without the prior involvement and approval of the Sponsor. The authority to resolve any such matter will rest with the Sponsor. The Sponsor has the authority to manage and direct such matters on behalf of the CHARTER as the Sponsor deems appropriate. The CHARTER shall be responsible for paying any outside costs associated with the above matters. Such costs include, but are not limited to, attorneys’ fees, hearing officers’ fees, other outside consultation fees, or fees to provide compensatory services.

The CHARTER shall appoint a special education coordinator who shall participate in Sponsor meetings for special education coordinators and who shall serve as the liaison between the CHARTER and the Sponsor on special education matters. The CHARTER’s special education coordinator shall inform the Sponsor of special education issues and potential problems in the CHARTER.

The Sponsor shall provide notification to the CHARTER of its IDEA funding after the Sponsor has received notification of its funding allocation from the IDE. IDEA funds are allocated to the CHARTER based on the previous year’s December 1 Count with the exception of a charter school in its initial year of operation. A charter school in its initial year of operation shall receive funding based on its enrollment on the 5th day membership count. Allocation of IDEA funds is dependent upon the CHARTER’s submission of a proposed budget for expenditure of such funds and receipt by the Sponsor’s Director of Special Services of the funds from the IDE.

The CHARTER shall submit data regarding the education of students with disabilities in the format required by the Sponsor and do so in a timely and accurate manner. The CHARTER shall also utilize the processes and forms required by the Sponsor for IDEA- and Section 504-related functions.

7.8 English Language Learners. In accordance with Iowa Code §256E.5(l), the CHARTER shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to progress academically. The School shall adhere to the Sponsor’s procedures for identifying, assessing, and exiting English language learners.

Performance Indicator	Measure	Annual Target
Student Academic Proficiency – 1. English Language Arts	1.1 Communication 1.1.1 Each student should be proficient in reading, composition, listening, speech, understanding, interpreting, analyzing and synthesizing information. This will be measured through a	85% of all students will demonstrate, through their portfolio, a full year of academic growth and adequate progress toward their career goals in English Language Arts.

	<p>portfolio system which includes a portfolio presentation to the Board of Directors, self-evaluation and formative assessments including the Iowa Assessment. Students will demonstrate their progress through their personal portfolio.</p> <p>1.1.2 Reading for information and can comprehend and interpret what they read.</p> <p>1.1.3 Effectively communicate through writing a variety of purposes, including narrative, inform, persuasive, and business writing that is needed in their chosen career path.</p> <p>1.1.4 Ability to use appropriate participate as both a speaker and a listener in career settings.</p> <p>1.1.5 Ability to respond orally and in writing to all forms of communication.</p>	<p>Iowa Assessment Goal in Language Arts:</p> <p>75% Proficient</p> <p>10% Advanced</p>
<p>Student Academic Proficiency – 2. Mathematics</p>	<p>1.2 Mathematics</p> <p>1.2.1 Become Mathematical problem solvers as related to their career path.</p> <p>1.2.2 Ability to communicate mathematically in reference to their career choice.</p> <p>1.2.3 Ability to reason through Mathematical problems.</p> <p>1.2.4 Create Mathematical connections from the classroom to the career program.</p>	<p>85% of all students will demonstrate, through their portfolio, a full year of academic growth and adequate progress toward their career goals in Mathematics.</p> <p>Iowa Assessment Goal in Mathematics:</p> <p>75% Proficient</p> <p>10% Advanced</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"> ● gender ● race/ethnicity ● poverty ● special education status ● limited English ● gifted 	<p>The Charter will evaluate incoming students each August to identify students who have gaps in their learning in English Language Arts. The Charter will report to the Iowa Department of Education by September 15th each year, achievement gaps by gender, race/ethnicity, poverty, special education, ELL, and gifted and talented students. Each student will have a Learning Plan developed for them that describes the steps the student and Charter will take to reduce any gaps that exist according to the ISASP.</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"> ● gender ● race/ethnicity ● poverty ● special education status ● limited English ● gifted 	<p>The Charter will evaluate incoming students each August to identify students who have gaps in their learning in Mathematics. The Charter will report to the Iowa Department of Education by September 15th each year, achievement gaps by gender, race/ethnicity, poverty, special education, ELL, and gifted and talented students. Each student will have a Learning Plan developed for them that describes the steps the student and Charter will take to reduce any gaps that exist according to the ISASP.</p>
<p>Benchmark status on early literacy approved screening measure(s) in grades kindergarten through 3</p>	<p>Not applicable</p>	<p>NA</p>
<p>Attendance</p>	<p>All Charter students will be in attendance 95% of all school</p>	<p><u>Goal:</u></p>

	days and 97% of the days in the summer apprenticeship program.	<p>Students will be in attendance in school 95% of the days.</p> <p>Students will be in attendance 97% of the days during the summer internship program.</p>
Conditions for Learning data	Conditions for Learning composite score	<p><u>Goal:</u></p> <p>Charter School graduates will have a Condition for Learning composite score of 21.0 or higher.</p>
Enrollment attrition and mobility	Student Management System	<p><u>Goal:</u></p> <p>To retain and graduate 95% of all students entering the Charter each year.</p>
Post-secondary readiness for students in grades 9-12	Postsecondary readiness index score	<p><u>Goal:</u></p> <p>Charter will use multiple pathways for our students to demonstrate readiness for life beyond high school.</p> <p>-100% of 12th graders will participate in the ACT.</p> <p>-100% of 12th graders will take a college/advanced course.</p> <p>-100% of students will participate in a career and technical program.</p>
Financial performance and sustainability	<ul style="list-style-type: none"> ● Revenues less expenditures. ● Projections vs actuals 	<p><u>Goal:</u></p> <p>The financial goal of the Charter is to expend 90% of revenues each year and retain 10% for future programming.</p>

<p>Governing board performance and stewardship, including compliance with all applicable laws, regulations, and terms of the charter contract</p>	<p>Charter school citations (if any) logged into Consolidated Accountability and Support Application (CASA)</p>	<p>The Charter will comply with all applicable laws, regulations and terms of the charter contract.</p>
<p>Goals specified in the charter school’s mission.</p>	<p>The mission of the Hamburg Charter School is to be a state leader in education by setting a high standard of educational quality and opportunity for high school students. We will accomplish this by teaching the importance of honesty, integrity, self-discipline and work ethic. We will provide a well rounded educational experience that will provide students with opportunities to explore careers and gain “real world” skills. Students will have a mixed model of traditional classroom experiences with a career academy/apprenticeship program. These experiences will help students develop a strong work ethic which is lacking in many employees in today’s work environment. The school will honor diverse cultures and faiths and involve employers, educators, family and community into the educational process. Every student attending the Charter High School will earn a certificate, diploma, or a degree while in high school and will have the skillset to enter the workforce and earn a good living or further their education in a post-secondary school.</p>	<p><u>Goal:</u></p> <p>100% of students will be a career academy.</p> <p>100% of students will take a post secondary course.</p> <p>100% of students will participate in an apprenticeship program.</p>

Talented and Gifted Program	The Charter High School will have a Talented and Gifted teacher who will be responsible for collaborating with identified students and guidance counselors to develop a TAG plan for each qualified student.	Goal: 100% o Identified TAG students will have an individual TAG plan.
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Section Eight: Financial Matters

- 8.1 Budget.** In accordance with Iowa Code §256E.5(w), the CHARTER must use the same budget codes as are required of school districts in the State. The budget shall be based on documented IDE-estimated revenues in accordance with the allocations in Iowa Code.
- 8.2 Audits.** In accordance with Iowa Code § 256E.5(w), the CHARTER shall adhere to the same financial audits, audit procedures, and audit requirements as are applied to all other public schools. The CHARTER shall obtain and submit to the Sponsor an independent annual audit from a qualified auditing or accounting firm of all financial records. The audit shall be submitted to the Sponsor by the timeline prescribed by the Sponsor for inclusion in the Sponsor’s report to the IDE.
- 8.3 Revenues.** In accordance with Iowa Code § 256E.5(w), the CHARTER shall report all revenues through the accountings system as established by the Hamburg Community CHARTER District and the IDE.
- 8.4 Disbursement of per pupil revenue.** In accordance with Iowa Code § 256E.5(w), the Hamburg Community School District will disburse the state per pupil revenue to the CHARTER as defined by the charter application.
- 8.5 Enrollment projections.** In accordance with Iowa Code § 256E.5(n), the CHARTER has predicted enrollment numbers for the five years of this contract. Enrollment projections are from 10 minimum students to a maximum of 60 students.
- 8.7 Non-commingling.** Assets, funds, liabilities, and financial records of the CHARTER shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.
- 8.8 Accountability.** Financial Resources are to be allocated, expended, and accounted for in accordance with accounting practices approved by the State of Iowa.
- 8.9 Encumbrances and borrowing.** The CHARTER with the approval of the Board of Directors may have no encumbrances but may borrow funds for the operation of the CHARTER.
- 8.10 Loans.** The CHARTER with approval of the Board of Directors may acquire loans for the operation of the CHARTER.
- 8.11 Gifts and donations.** The CHARTER shall report to the Sponsor in its annual audit report all gifts, donations, or grants its governing board receives in accordance with Iowa Code chapter 256E.

Section Nine: Personnel

- 9.1 Employee status.** All noncertified employees will be at-will employees. All certified staff and licensed teachers under contract will be afforded all rights and obligations under Iowa Code §279.
- 9.2 Background checks.** All employees will need to pass background checks and procedures as defined by the Hamburg Community School District.
- 9.3 Employee evaluation procedures.** The CHARTER agrees that the CHARTER will implement the Iowa Teacher Evaluation System that has been adopted by the Hamburg Community School District for the evaluation of certified teachers. The CHARTER agrees that all certified teachers in the charter school must be assisted and evaluated in a manner consistent with the Iowa State Board of Education plan for induction, formal evaluation, and goals-based evaluation. The CHARTER is responsible for ensuring the fidelity of the implementation of the evaluation system. The CHARTER is responsible for staff training and program implementation.
- 9.4 Grievance and termination procedures.** The CHARTER will use the grievance and termination procedures defined in the Hamburg Community School Districts board policies.

Section Ten: Facilities

- 10.1 Facility.** The CHARTER shall be responsible for securing a facility for the operation of the charter school. Before commencing operation of the charter school, the CHARTER shall ensure that the facility is in compliance with all applicable local, state, and federal laws and regulations, including but not limited to those relating to accessibility and student safety. The CHARTER shall satisfy all permit, life, safety, and inspection requirements of the State.
- 10.2 Construction, Renovation, and Maintenance of Facilities.** The CHARTER shall be responsible for the construction, renovation, and maintenance of the facilities in accordance with the latest edition of the Iowa School Facilities Planning and Construction Guide.

Section Eleven: Charter Renewal, Revocation, and School-Initiated Closure

- 11. 1 Renewal timeline and process.** Pursuant to Iowa Code § 256E.10, The CHARTER shall submit its renewal application by the date specified by the IDE of the year before the CHARTER's Contract expires. If the CHARTER decides to not renew the Contract, it shall detail the reasons in its resolution.
- 11. 2 Renewal application contents.** Pursuant to Iowa Code § 256E.10, the CHARTER shall submit a charter renewal application to its sponsor containing (1) a report on the progress of the CHARTER in achieving the goals, objectives, pupil achievement standards, and other terms of the initially approved charter application, and (2) a financial statement that discloses the costs of administration, instruction, and other spending categories, for the CHARTER that is understandable to the general public and that allows for comparison of these costs to other CHARTERs or other comparable organizations, in a format required by the IDE. The format of the renewal application shall be provided to the CHARTER by the Sponsor by January 1 of the year in which the application is due. The Sponsor may modify this format but shall not do so prior to seeking input from the CHARTER.

11.5 School-initiated dissolution. The CHARTER may terminate its contract with the Sponsor before the five-year term of contract if both parties agree to the dissolution. Should the CHARTER choose to terminate this Contract before the end of the Contract term, it may do so in consultation with the District at the close of any school year and upon written notice to the Sponsor given at least ninety (90) days before the end of the school year. The CHARTER shall make every effort to provide such notice by February 1, to allow families to take advantage of any available school choice enrollment dates.

11.6 Return of property. Upon dissolution of the CHARTER, its assets may not inure to the benefit of any private person. Any assets obtained through restricted agreements with a donor through awards, grants, or gifts must be returned to that entity. All other assets shall become the property of the Sponsor.

Section Twelve: General Provisions

12.1 Amendments. A material revision of the terms of the contract between the CHARTER and the Sponsor may be made only with the approval of both parties as evidenced by a written amendment to this contract.

12.2 Non-assignment. Neither party to this Contract shall assign or attempt to assign any rights, benefits, or obligations accruing to the party under this Contract unless the other party agrees in writing to any such assignment. Such consent shall not be unreasonably withheld, conditioned, or delayed.

12.3 Governing law and enforceability. This Contract shall be governed and construed according to the laws and regulations of the State of Iowa, including those changed subsequent to the execution of this agreement. If any provision of this Contract or any application of this Contract to the CHARTER is found contrary to law, such provision or application shall have effect only to the extent permitted by law. The parties agree, upon the request of either, to meet and discuss in good faith any material changes in law that may significantly impact their relationship.

12.4 No waiver. The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the provisions of this Contract shall constitute a waiver of any other breach.

12.5 No third-party beneficiary. The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the District and the CHARTER. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

12.6 Notice. Any notice required or permitted under this Contract shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgement of receipt) or three days after mailing when sent by certified mail, postage prepaid to the Administrator for notice to the CHARTER, or to the designated Sponsor representative for notice to the Sponsor, at Hamburg Charter School, Superintendent, 309 S Street, Hamburg, Iowa 51640. Either party may change the address for notice by giving written notice to the other party.

12.7 Severability. The terms of this Contract are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the agreement shall remain in effect, unless mutually agreed otherwise by the Sponsor and the CHARTER.

12.8 Authority to enter into contract. The CHARTER expressly affirms that the signatories on its behalf who sign below have the authority to enter into this Contract on behalf of the CHARTER and that the Board of Directors of the School

has duly approved this Contract. The CHARTER shall provide a copy of its written resolution to the Sponsor authorizing the CHARTER to enter into this Contract.

12.9 Delegation.

Agreed to by,

For the CHARTER:

Authorized Individual

Date

For the State Board of Education:

Authorized Individual

Date