

CHARTER SCHOOL CONTRACT

This Charter School Contract (hereinafter referred to as Agreement or Charter School Contract) entered into this 1st day of July, 2019 (and for the Term specified in Section 3.1) by and between the UNIVERSITY of CENTRAL MISSOURI, (hereinafter referred to as UCM or Sponsor), and ACADEMIE LAFAYETTE (hereinafter referred to as Academie Lafayette). Both UCM and Academie Lafayette are also referred to herein individually as “Party” or collectively as “Parties.”

WHEREAS, the Missouri General Assembly has enacted statutes authorizing the establishment of independent, publicly supported schools known as Charter Schools;

WHEREAS, those statutes, Sections 160.400-160.420, RSMo., as amended, specify the method for establishing such charter schools and the requirements which must be met by such charter schools;

WHEREAS, UCM is authorized by those statutes to serve as a sponsor of such charter schools, in accordance with the provisions of such statutes, as it may, in its discretion, determine to be appropriate;

WHEREAS, the Parties intend that this Charter serve as a contract that governs the operation of Academie Lafayette;

WHEREAS, UCM has adopted Charter Schools Policies and Procedures, Board of Governors Policy Manual, 3.1.070 (approved 04/30/15);

WHEREAS, Academie Lafayette and UCM have mutually agreed to UCM’s sponsorship for a five-year term;

NOW, THEREFORE, in consideration of the above premises and the individual and mutual covenants contained herein, the Parties hereto agree as follows:

ARTICLE I—STATUS OF THE PARTIES

Section 1.1. Academie Lafayette, is a Missouri nonprofit corporation incorporated pursuant to the provisions of Chapter 355, RSMo.¹; is currently in good standing with the State of Missouri; and shall, throughout the term of this Charter School Contract, remain in good standing.

Section 1.2. Academie Lafayette is not a part of UCM and is a separate legal entity, none of whose directors, officers or employees shall be deemed to be an agent of UCM; Academie Lafayette has selected the method for election of officers specified in Section 355.326, RSMo.

¹ Section 160.400.7 The charter school shall be a Missouri nonprofit corporation under RSMo. 355.

based on the class of corporation selected;² currently has a Governing Board, none of which is an employee of UCM; and agrees that, throughout the term of this Charter School Contract, none of the members of Academie Lafayette's Governing Board shall be employees of UCM.³ Meetings of Academie Lafayette's Governing Board members shall be subject to the provisions of Sections 610.010-610.030, RSMo., commonly known as the Missouri Sunshine Law.⁴

Section 1.3. UCM is a public institution of higher education established through the laws of the State of Missouri Chapter 174 RSMo. In agreeing to sponsor Academie Lafayette, a public charter school, and in agreeing to the terms and conditions stated herein, UCM is voluntarily exercising authority and powers expressly provided to it by the Missouri General Assembly in Sections 160.400-160.420, RSMo., as amended. Nothing contained in this Charter School Contract shall be deemed to be a waiver of UCM's autonomy, powers or immunities.

Section 1.4. Academie Lafayette acknowledges that UCM's obligations and responsibilities as the Sponsor of Academie Lafayette are limited to those obligations and responsibilities set forth herein, by statute or by operation of law; or as otherwise separately agreed to in writing by authorized individuals, that Academie Lafayette's Governing Board members, officers or employees do not have authority to act as an agent for UCM or to enter into any contracts with third parties that purport to impose any obligations or responsibilities on UCM or which otherwise bind UCM in any manner whatsoever; that by agreeing to be the Sponsor of Academie Lafayette, UCM does not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent contractor of Academie Lafayette; and further acknowledges that this Charter School Contract is not intended to be for the benefit of any third party including, but not limited to, any director, employee, agent, parent, guardian, student, or independent contractor of Academie Lafayette.

Section 1.5. The Parties hereto agree that nothing contained herein is intended nor shall it be deemed to constitute a waiver of any privileges or immunities to which UCM is otherwise entitled under the law and, in addition thereto, the Parties acknowledge that Section 160.400.9, RSMo. provides that as Sponsor of Academie Lafayette, UCM and its agents and employees are not liable for any acts or omissions of Academie Lafayette, including acts or omissions relating to the charter submitted by Academie Lafayette, the operation of Academie Lafayette and the performance of Academie Lafayette.

Section 1.6. Members of the Academie Lafayette Governing Board are considered decision making public servants, as defined by Section 160.400.12, RSMo.⁵ Academie Lafayette's Governing Board members shall be subject to the same liability for acts while in office as if they were regularly and duly elected members of school boards in any other public school district in this state.⁶ Academie Lafayette agrees that on or before the first day of each fiscal year of this contract, Academie Lafayette shall provide UCM a current list of Governing

² Section 160.400.8

³ Section 160.400.13

⁴ Section 160.400.8

⁵ Definition of decision making public servant is in RSMo. 105.450; financial disclosure requirements are in RSMo. 105.483, 105.485, 105.487 and 105.489.

⁶ Section 160.405.12

Board members and officers including their business addresses. Academie Lafayette shall provide UCM immediate notice of any change in the composition of Academie Lafayette Governing Board members or officers including the name and business address of any new directors and officers. Academie Lafayette agrees that criminal background checks and family care safety registry checks shall be conducted for each member of the Governing Board of Academie Lafayette prior to membership on the board.⁷ The Department of Elementary and Secondary Education (DESE) procedures specified for conducting criminal background checks and family care safety registry checks (hereinafter referred to as Background Checks) shall be used for new Governing Board members. Academie Lafayette further agrees that no member of the Governing Board or person employed or otherwise associated with Academie Lafayette who has been convicted of or has pleaded nolo contendere to a crime related to misappropriation of funds or theft shall be engaged in direct processing of Academie Lafayette funds unless approved in writing by UCM.

Section 1.7. The Parties acknowledge and agree that Academie Lafayette has requested Local Education Agency status; and that this status has been approved by UCM and recognized by DESE.

Section 1.8. Parties acknowledge that Academie Lafayette is exempt from all laws and rules relating to schools, governing boards, and school districts, except as provided in Sections 160.400-160.420, RSMo.⁸

Section 1.9. UCM shall have access to all aggregate student data collected by DESE and available through MOSIS, and all records and data established and maintained in accordance with this Contract or State and Federal rules, regulations and laws. UCM shall only use such information for fulfillment of its monitoring and compliance obligations pursuant to this Contract, statute or operation of law.

ARTICLE II—CHARTER REQUIREMENTS BASED ON STATUTES

Section 2.0. Parties acknowledge that changes may be made in statutes which alter or amend the responsibilities and obligations of either Academie Lafayette or UCM. Whatever changes are made in the law will take effect as prescribed in Section 6.4. of this Agreement. In the event of changes in the law which are detrimental to either Party, either Party may terminate this Charter School Contract.

Section 2.1. Academie Lafayette, shall give a copy of its application to the School Board in the school district in which Academie Lafayette is located, as required by the provisions of Section 160.405.1, RSMo.

Section 2.2. Parties understand that the following current documents are attached and will be incorporated as a part of this Charter School Contract, these documents are required by

⁷ Section 160.400.14

⁸ Section 160.405.4(3)

Sections 160.400-160.420, RSMo. and amendments thereto, and/or by UCM, as the sponsoring entity:

A. Education Plan

A.1 A mission and vision statement for Academie Lafayette;⁹

A.2 A copy of the comprehensive program of instruction required in Section 2.6 below;¹⁰

A.3 An accountability plan noting how the school will evaluate academic performance of individual students, cohorts of students, and the school as a whole toward meeting the statewide requirements. The plan will include a description of how the school will determine proficiency and how the school will use assessment information to modify the educational program. A copy of Academie Lafayette's professional development plan for the next three (3) years of operation;¹¹

A.4 Academie Lafayette's calendar of operation for the first year of operation under this contract which shall include at least the equivalent of a full school term as defined in Section 160.011, RSMo. as amended;¹²

A.5 A description of the grades or ages of students to be served by Academie Lafayette, including maximum school enrollment, capacity by grade level, and pupil/teacher ratios. Appropriate attendance policies will be included in board policies;¹³

A.6 A description of how Academie Lafayette will address admission and enrollment, as specified in Section 2.12, including the process for student selection if enrollment exceeds capacity. If Academie Lafayette is oriented to high-risk students and to the re-entry of dropouts, then this description also will address how the mission, curriculum, teaching methods, and services support this designation, as prescribed in Section 160.405.2(5), RSMo.;¹⁴

A.7 A copy of the academic accountability plan designed to measure the effectiveness of Academie Lafayette, as required in Section 2.7 of this Agreement and specified in Section 160.405, RSMo.;¹⁵

⁹ Section 160.405.1(1)

¹⁰ Section 160.405.4(5)

¹¹ Section 106.405.1(4)

¹² Section 160.405.1(6)

¹³ Section 160.410.1

¹⁴ Id.

¹⁵ Section 160.405.4(6)(a)

A.8 A description of the strategies the school will employ to develop and sustain a safe and orderly climate that supports fulfillment of the educational goals of the school;¹⁶

A.9.1 As applicable, a completed application for Approval of Career Education Programs and submission of an academic plan that adheres to the rules and regulations of the Carl D. Perkins Career and Technical Education Act of 2006;¹⁷

A.9.2 As applicable, an explanation of the amount of online time required for students in the virtual school, a description of the types of hardware, technical support, frequency of communication, and methods used to insure authenticity of student work and adequate proctoring of examinations;¹⁸

A.9.3 As applicable, a description of the comprehensive academic and behavioral measures that the school proposes to use to meet the needs of high-risk and alternative students with an explanation of how the measures align with the school's mission and the proposed educational program;¹⁹

A.9.4 As applicable, a description of the procedures to identify and serve gifted/talented students and a written curriculum for the gifted education program;²⁰

A.9.5 As applicable, a description of the plans for developing an affiliation with a four-year college or university affiliation including teacher training and staff development, curriculum and assessment development, use of facilities, or other purposes beyond those with UCM in conducting its sponsorship duties;²¹

B. Organizational Plan

B.1 A description of Academie Lafayette's organizational structure, method of selecting officers pursuant to Section 355.326, RSMo., the bylaws of the governing body of Academie Lafayette,²² which shall be responsible for the policy, financial management, and operational decisions of Academie Lafayette; pursuant to Section 160.400.12, RSMo., eligibility of members to serve on the governing body, and commitment to adhere to Chapter 105, RSMo. and Missouri Constitution Article VII, Sec. 6;

B.2 A list of members of the current or proposed governing Board including resumes or vitas; and confirmation that 1) Board members are aware of their duties and

¹⁶ Section 106.405.1

¹⁷ 20 U.S.C. 2301, Public Law 109-270-Aug. 12, 2006

¹⁸ Section 162.1250

¹⁹ Section 160.405.4(6)

²⁰ Sections 162.675 and 162.720

²¹ Section 160.400.10

²² Section 160.405.1(2)

responsibilities as public servants; and 2) the appropriate background checks have been conducted and reviewed for all Board members;²³

B.3 A copy of Academie Lafayette's policies, including securing personnel services, its personnel policies and personnel qualifications;²⁴

B.4 A description of the staffing plan for the term of the charter including anticipated staffing needs and how the plan supports sound operation and successful implementation of the school's educational program;²⁵

B.5 A description of the plan for recruitment and enrollment of students including how the school will reach families that are traditionally less informed about educational options;²⁶

B.6 A description of parental, professional educator and community involvement in Academie Lafayette governance and operations;²⁷

B.7.1 As applicable, a description of the planned relationship between the school and the Education Service Provider (ESP) and how the relationship will further the school's mission and program, including the ESP's roles and responsibilities in relation to the school's management and governing board;²⁸

B.7.2 As applicable, a description of the rationale to affiliate with a college, university, museum, educational institution, or other not-for-profit organization and the benefit the school expects to receive from the partnership;²⁹

C. Business Plan

C.1 A financial plan for the next three (3) years of operation of Academie Lafayette including provisions for annual audits, to be updated annually throughout the term of this Charter School Contract as a part of the detailed budget for the ensuing academic year;³⁰

C.2 A description of the school's systems and procedures for managing the school's finances, identifying the staff positions that will be responsible for financial oversight and management, and protecting student and financial records;³¹

²³ Sections 160.400.14, 160.405.4(6) and 105.450

²⁴ Section 160.405.1(4)

²⁵ Sections 160.420 and 168.071

²⁶ Section 160.410

²⁷ Section 160.405.1(2)

²⁸ Id.

²⁹ Section 160.400.10

³⁰ Section 160.405.1(3)

³¹ Sections 160.405.1 and 160.405.4(4)

C.3 A description of the school’s facility needs and explanation of how the facility will meet the needs of students and provide assurance that the facility will be accessible to students with physical disabilities;³²

C.4 A description of the transportation plan, if the school intends to provide transportation, with an explanation of the budget revenue and expenditure assumptions related to state aid pursuant to Section 163.161, RSMo.;³³

C.5 Evidence of requisite insurance and evidence of requisite surety bond for school Chief Financial Officer;³⁴ and

D. A Monitoring Plan submitted by the University of Central Missouri that outlines a plan to oversee the performance of the school, including academic performance, student services, school operations, governance, and the fiscal and administrative operations of the school.³⁵

Section 2.3. Academie Lafayette shall be nonsectarian in its programs, its admission policies, its employment practices and all other aspects of its operations.³⁶

Section 2.4. Academie Lafayette shall comply with all laws and regulations of the state relating to health, safety and minimum educational standards.³⁷

Section 2.5. Academie Lafayette shall be financially accountable, use practices consistent with the Missouri financial accounting manual, take commercially prudent precautions in the deposit and investment of all funds, provide for an annual audit by a certified public accountant,³⁸ maintain a surety bond or equivalent on the chief financial officer of Academie Lafayette in an amount determined by UCM to be adequate based on the cash flow of Academie Lafayette³⁹ and provide liability insurance to indemnify Academie Lafayette, its Governing Board, its staff and its teachers against tort claims; provide to UCM within sixty (60) days a corrective action, to be approved by UCM, that addresses material internal control deficiencies identified in any annual audit; and provide to UCM all financial documents relevant to each annual audit.

Section 2.6. Academie Lafayette shall provide to UCM for approval a comprehensive program of instruction for the grade level(s) and age(s) specified in its application/renewal and, at the request of UCM, will submit notice to UCM of annual revisions throughout the term of this Charter School Contract.⁴⁰

³² Section 160.405

³³ Section 160.415.9

³⁴ Sections 160.405

³⁵ Section 160.405.3

³⁶ Section 160.405.4(1)

³⁷ Section 160.405.4(2)

³⁸ Section 160.405.4(4)

³⁹ Section 160.405.14

⁴⁰ Section 160.405.4(5)

Section 2.7. Academie Lafayette shall attach a student academic accountability plan approved by UCM that will measure pupil progress on a specified timeframe toward the pupil academic standards adopted by the State Board of Education pursuant to the provisions of Section 160.514, RSMo. and Academie Lafayette agrees to submit annual revisions and progress reports to UCM for approval.⁴¹

Section 2.8. Academie Lafayette shall collect data during the term of this Charter School Contract for the purpose of determining how Academie Lafayette is performing; and, to the extent applicable, participate in the statewide system of assessments comprised of the essential skills tests and the nationally standardized norm referenced achievement tests, as designated by UCM and the Missouri State Board of Education pursuant to the provisions of Section 160.518, RSMo.⁴²

Section 2.9. Academie Lafayette shall make available for public inspection and provide upon request: Charter School Contract and Academie Lafayette's most recent annual report card as prescribed in Section 160.522, RSMo. Academie Lafayette shall certify to UCM that Background Checks as required by law have been completed and the same revealed no basis for non-employment and other association of the individual with Academie Lafayette and further certify all obligations of Academie Lafayette under Section 1.6. of this Agreement.⁴³

Section 2.10. Academie Lafayette shall report to UCM, to the Governing Board of the district in which the proposed Academie Lafayette is to be located and to the Missouri State Board of Education as to Academie Lafayette's teaching methods and any educational innovations and the results thereof, and provide data required for the study of charter schools pursuant to the provisions of Section 160.410.4, RSMo.⁴⁴

Section 2.11. Academie Lafayette shall assure that the needs of special education children are met in compliance with applicable federal and state laws and regulations and in compliance with Section 160.415, RSMo.⁴⁵

Section 2.12. Academie Lafayette shall enroll all pupils resident in the school district in which it operates and who apply for admission.⁴⁶ If capacity is insufficient to enroll all pupils who submit a timely application, Academie Lafayette shall have an admissions process that assures all applicants of an equal chance of gaining admission except as follows:⁴⁷

A. Academie Lafayette may establish a geographical area around Academie Lafayette whose residents will receive a preference for enrolling in Academie Lafayette; provided, however, that such preferences do not result in the establishment of racially or socio-

⁴¹ Section 160.405.4(6)(a)

⁴² Id.

⁴³ Id.

⁴⁴ Id.

⁴⁵ Section 160.405.4(7)

⁴⁶ Section 160.410.1(1)

⁴⁷ Section 160.410.2

economically isolated charter schools and provided further that such preferences conform to policies and guidelines established by the Missouri State Board of Education;⁴⁸ and

B. Academie Lafayette may also give a preference for admission of children whose siblings attend Academie Lafayette or whose parents are employed at Academie Lafayette.⁴⁹

Section 2.13. Academie Lafayette shall not limit admission based on race, ethnicity, national origin, disability, gender, income level, proficiency in the English language or athletic ability, but may limit admission to pupils within the grade level(s) and age(s) specified in its application.⁵⁰

Section 2.14. Academie Lafayette shall comply with Section 160.405, RSMo., including requirements relating to school discipline.

Section 2.15. Clearance of Background Checks shall occur before the employment of any employee pursuant to the provisions of Section 160.420.2, RSMo. DESE procedures specified for conducting Background Checks shall be used for new Academie Lafayette employees prior to hiring.

Section 2.16. Academie Lafayette shall provide assurance of compliance by Governing Board Members with Sections 105.450, 105.483, 105.485, 105.489, RSMo.

Section 2.17. In addition to complying with the terms and conditions expressly provided in this Charter School Contract, Academie Lafayette shall comply with laws, regulations and ordinances of the state, county, and city, if required by Charter School Law, and specifically Sections 160.400 through 160.420, RSMo.

ARTICLE III—TERM OF CHARTER SCHOOL CONTRACT

Section 3.1. The term of this Charter School Contract shall be from the 1st day of July, 2019 to the 30th day of June, 2029, unless terminated prior to that time in accordance with the provisions of Article V below.

ARTICLE IV—NOTIFICATION

Section 4.1. Academie Lafayette shall notify UCM within ten (10) days of any circumstance requiring the closure of Academie Lafayette, 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.

⁴⁸ Section 160.410.2(1)

⁴⁹ Section 160.410.2(2)

⁵⁰ Section 160.410.3

Section 4.2. Complaints or concerns received by UCM about Academie Lafayette or its operation, including but not limited to complaints filed with the Office for Civil Rights, Department of Fair Employment and Housing, Equal Employment Opportunity Commission, and Division of Family Services shall be forwarded within ten (10) days by UCM to Academie Lafayette.

Section 4.3. Complaints or concerns received by Academie Lafayette, including but not limited to complaints filed with the Office for Civil Rights, Department of Fair Employment and Housing, Equal Employment Opportunity Commission, and Division of Family Services shall be forwarded within ten (10) days by Academie Lafayette to UCM.⁵¹

Section 4.4. Academie Lafayette shall notify UCM within ten (10) days of any requested change in its corporate status with the Missouri Secretary of State's Office.

Section 4.5. Academie Lafayette shall notify UCM within ten (10) days of a default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more.

ARTICLE V—TERMINATION OF CHARTER SCHOOL CONTRACT

Section 5.1. UCM shall revoke Academie Lafayette's charter during the charter term if there is (a) clear evidence of underperformance as demonstrated in the charter school's annual performance report in three of the last four school years or (b) a violation of the law or the public trust that imperils students or public funds.⁵² UCM may terminate this Charter School Contract at any time if Academie Lafayette commits a serious breach of one or more provisions of this Charter School Contract or on any of the following grounds:⁵³

- A. Failure to meet academic performance standards as set forth in this Charter School Contract or as reasonably required of Academie Lafayette in writing by UCM from time to time during the term of this Charter School Contract;⁵⁴
- B. Failure to meet generally accepted standards of fiscal management;⁵⁵
- C. Violation of applicable federal or state laws;⁵⁶
- D. A change in the provisions of statutes which alters or amends the responsibilities and obligations of either Academie Lafayette or UCM and the Parties hereto are unable to agree upon amendments to this Charter School

⁵¹ RSMo. 160.405 Sponsor may revoke charter if charter school commits a serious breach of one or more provisions of its charter or any of the enumerated grounds.

⁵² RSMo. 160.4058(1)(b)

⁵³ Section 160.405

⁵⁴ Id.

⁵⁵ Id.

⁵⁶ Id.

Contract necessary to conform its terms and conditions to said statutory amendments;

E. Insufficient enrollment to successfully operate or if Academie Lafayette has lost more than fifty percent (50%) of capacity, as described in Attachment B.5;

F. Academie Lafayette is insolvent, has been adjudged bankrupt without regard to bankruptcy laws to the contrary, or has operated for two or more school fiscal years with a fund balance deficit;

G. Academie Lafayette's Governing Board, directors, officers, employees or agents have provided false or misleading information or documentation to UCM in connection with the issuance of this Agreement, or Academie Lafayette's reporting requirements under this Agreement or applicable law.

H. Academie Lafayette has failed to provide information necessary to confirm compliance with all provisions of this Charter School Contract and Sections 160.400 to 160.420 and 167.349, RSMo., within forty-five (45) days following receipt of written notice requesting such information, or violation of law.⁵⁷

Section 5.2. In lieu of such termination referred to in Section 5.1 above, UCM may, at its discretion, place Academie Lafayette on probationary status to allow an opportunity for Academie Lafayette to implement a remedial plan approved by UCM to correct performance deficiencies described in writing by UCM, after which, if those performance deficiencies are not corrected to the satisfaction of UCM, UCM may elect to terminate this Charter School Contract.⁵⁸

Section 5.3. At least sixty (60) days prior to terminating this Charter School Contract in accordance with the provisions of Article V hereof, UCM shall notify Academie Lafayette's Governing Board, in writing, of the proposed action and the reasons therefore. Academie Lafayette's Governing Board may request a hearing prior to such termination by requesting such a hearing within fourteen (14) calendar days after receipt of such notice from UCM.⁵⁹

Section 5.4. If Academie Lafayette's Governing Board makes a timely written request for such a hearing, the hearing shall be conducted in accordance with administrative hearing procedures established by UCM Board of Governors Policy 3.1.070. Final decisions of UCM to terminate this Charter School Contract prior to the end of the term thereof shall be subject to judicial review pursuant to the provisions of Chapter 536, RSMo. and Section 160.405.7(4), RSMo.

⁵⁷ Id.

⁵⁸ Section 160.405.8(2)

⁵⁹ Section 160.405.8(3)

Section 5.5. Except as provided in Section 5.6. below, no termination of this Charter School Contract by UCM shall be effective until the conclusion of the school year in which such decision to terminate is made by UCM.⁶⁰

Section 5.6. If UCM determines that continued operation of Academie Lafayette presents a clear and immediate threat to the health and safety of the children enrolled therein, the effective date of such termination shall be the date upon which UCM renders its final decision to terminate.⁶¹

ARTICLE VI –AMENDMENTS

Section 6.1. Process for Amendment Initiated by Academie Lafayette. Academie Lafayette, by a majority vote of its Governing Board, may, at any time, propose specific changes in this Agreement or may propose a meeting to discuss potential revision of this Agreement. The proposal will be made to UCM through its Director of Office of Charter Schools. The proposal shall be reviewed by the Dean of the College of Education who shall make a recommendation to the UCM Board of Governors. The UCM Board of Governors shall consider the Dean’s recommendation and vote upon a change proposed by Academie Lafayette, provided, if the recommendation is negative, the vote shall be following an opportunity for a presentation to the Board of Governors by Academie Lafayette, as well as one by the UCM Director of the UCM Office of Charter Schools.

Section 6.2. Process for Amendment Initiated by UCM. UCM Board of Governors, or its authorized designee may, at any time, propose specific changes in this Agreement or may propose a meeting to discuss potential revision of this Charter School Contract. UCM delegates to the UCM Dean of the College of Education the review and negotiation of changes or amendments to this Agreement. Academie Lafayette Governing Board may delegate to an officer of Academie Lafayette the review and negotiation of changes or amendments to this Agreement. The Agreement shall be amended as requested by UCM Dean of the College of Education upon approval of the UCM Board of Governors and upon a majority vote of the Academie Lafayette Governing Board.

Section 6.3. Final Approval of Amendments. Amendments to this Agreement take effect only after they have been approved by the Governing Board of Academie Lafayette and by UCM Board of Governors.

Section 6.4. Change in Existing Law. If, after the effective date of this Agreement, there is a change in applicable law that alters or amends the responsibilities and obligations of either Academie Lafayette or UCM, this Agreement shall be altered or amended to reflect the change in existing law as of the effective date of such change. The responsibilities and obligations of Academie Lafayette and UCM shall conform to and be carried out in accordance with the change in applicable law unless either party elects to terminate the Agreement under Section 2.0.

ARTICLE VII—FUNDING SOURCES, TUITION AND FEES

⁶⁰ Section 160.405.8(5)

⁶¹ Id.

Section 7.1. As a charter school, Academie Lafayette shall be eligible to receive state school aid and other funding to the extent provided in Section 160.415, RSMo. and shall comply with all provisions of law set forth therein and all provisions of law incorporated by reference therein.

Section 7.2. Academie Lafayette may not charge tuition, nor may it impose fees that a school district is prohibited from imposing.⁶²

Section 7.3. The expenses associated with sponsorship of charter schools shall be defrayed by DESE retaining the lesser of (a) one and five-tenths percent of the amount of state and local funding allocated to Academie Lafayette and (b) \$125,000 adjusted for inflation (by DESE) and remitting the retained funds to UCM, in accordance with Section 160.400, RSMo.⁶³

ARTICLE VIII—AUTHORIZATION FOR EMPLOYMENT OF PERSONNEL

Section 8.1. As a charter school, Academie Lafayette may employ non-certificated instructional personnel; provided, however, that no more than twenty percent (20%) of the full-time equivalent instructional staff positions at Academie Lafayette are filled by non-certificated personnel and provided further that all non-certificated instructional personnel shall be supervised by certificated instructional personnel. All noncertified instructional personnel shall be supervised by certificated instructional personnel and an annual supervisory plan shall be maintained in the personnel file for each noncertificated personnel.⁶⁴

Section 8.2. Academie Lafayette shall ensure that all instructional employees of Academie Lafayette have experience, training and skills appropriate to the instructional duties of the employee, and shall ensure that a criminal background check and child abuse registry check are conducted for each employee of Academie Lafayette prior to the hiring of the employee. DESE procedures specified for conducting Background Checks shall be used for new Academie Lafayette employees prior to hiring of the employee. Academie Lafayette may not employ instructional personnel whose certificate of license to teach has been revoked or is currently suspended by the State of Missouri Board of Education. Appropriate experience, training and skills of non-certificated instructional personnel shall be determined by considering the following:⁶⁵

- A. Teaching certificates issued by another state or states;⁶⁶
- B. Certification by the National Board for Professional Teaching Standards;⁶⁷
- C. College degrees in the appropriate field;⁶⁸

⁶² Section 160.415

⁶³ Section 160.400.11

⁶⁴ Section 160.420.2

⁶⁵ Id.

⁶⁶ Section 160.420.2(1)

⁶⁷ Section 160.420.2(2)

⁶⁸ Section 160.420.2(3)

D. Evidence of technical training and competence when such is appropriate,⁶⁹
and

E. Level of supervision and coordination with certificated instructional staff.⁷⁰

Section 8.3. Academie Lafayette shall notify UCM within ten (10) days of the arrest and/or conviction of any members of Academie Lafayette's Governing Board or Academie Lafayette employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft and no member of the Governing Board or person employed or otherwise associated with Academie Lafayette who has been convicted of or has pleaded nolo contendere to a crime related to misappropriation of funds or theft shall be engaged in direct processing of Academie Lafayette funds unless approved in writing by UCM.

Section 8.4. Pursuant to Section 160.420.3, RSMo. personnel employed by Academie Lafayette shall participate in the retirement system of the Kansas City, Missouri School District.

ARTICLE IX—INDEMNIFICATION, COVENANT NOT TO SUE AND INSURANCE

Section 9.1. Academie Lafayette agrees to indemnify and hold UCM, its Board of Governors and members thereof, its officers, employees and agents harmless from all claims, demands and liability, including attorney fees and related costs, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with Academie Lafayette's operations or which are incurred as a result of the reliance of UCM upon the accuracy of information provided to it by Academie Lafayette. Academie Lafayette hereby covenants not to sue UCM or any of its Governors, officers, employees, agents or representatives for any matters that arise under this Charter School Contract unless the Academie Lafayette claim is based upon UCM's material breach of this Charter School Contract or the gross negligence or willful misconduct of UCM or any of its Governors, officers, employees, agents or representatives (but only as such gross negligence or willful misconduct pertains to this Charter School Contract). UCM does not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent contractor of Academie Lafayette, and no such person shall have the right or standing to bring suit against UCM or any of its Governors, employees, agents or independent contractors as a result of the issuing, overseeing, placing on probationary status, terminating or revoking of this Charter School Contract.⁷¹

Section 9.2. Insurance. In addition to the obligations imposed in the preceding section, Academie Lafayette agrees that the insurance required by the provisions of Section 160.405.4(4), RSMo. and Section 2.5 of this Charter School Contract shall name UCM Board of Governors and its officers, employees and agents as additional named insured for any covered loss of any

⁶⁹ Section 160.420.2(4)

⁷⁰ Section 160.420.2(5)

⁷¹ Section 160.400.9

kind whatsoever which they or any of them legally may be required to pay and which arise out of or are in any manner connected with Academie Lafayette operations or which are incurred as a result of the reliance of UCM upon the accuracy of information provided to it by Academie Lafayette. Nothing in this provision shall be deemed a waiver of any Parties' applicable immunities.

ARTICLE X—RESERVATION OF RIGHT TO MONITOR PERFORMANCE

Section 10.1. Notwithstanding its approval of Academie Lafayette's application to operate a charter school, UCM reserves the right throughout the term of this Charter School Contract to monitor Academie Lafayette's performance of its obligations under applicable laws and under this Charter School Contract, its management and its operations.⁷² Such monitoring may include all relevant aspects of Academie Lafayette's performance, management and operations. The Parties acknowledge and agree that UCM may, at its discretion, conduct announced or unannounced site visits consistent with its oversight authority. Such site visits may include any activities reasonably related to fulfillment of UCM's oversight responsibilities including, but not limited to, inspection of the facilities; inspection of records maintained by Academie Lafayette; interviews and observations of its principal/director, Governing Board, staff, school families, and community members; and/or observation of classroom instruction.

Section 10.2. The Parties acknowledge and agree that Academie Lafayette shall timely provide to UCM any reports necessary and reasonably required for UCM to meet its oversight and reporting obligations, pursuant to Section 160.405, RSMo.

Section 10.3. UCM and Academie Lafayette Governing Board and staff of Academie Lafayette shall from time to time, but no less frequently than once every two (2) years, jointly review Academie Lafayette's performance, management and operations.⁷³

Section 10.4. UCM did not ask for nor receive from Academie Lafayette any fee of any type for its consideration of the proposed charter submitted by Academie Lafayette. UCM has not imposed as a condition for its consideration of the proposed charter a promise of future payment of any kind by Academie Lafayette.

ARTICLE XI—FACILITIES

Section 11.1. Facilities shall meet all applicable health, safety and fire code requirements and shall be of sufficient size to safely house anticipated enrollment.

Section 11.2. All Facilities shall conform with applicable provisions of the Americans with Disabilities Act and any other federal or state requirements applicable to charter schools.

Section 11.3. Academie Lafayette's relocation to different Facilities shall constitute a material change to this Charter School Contract and shall be subject to the following conditions:

⁷² Section 160.405.3

⁷³ Section 160.405.6

- A. Notification to the UCM;
- B. Submission of a valid Certificate of Occupancy or Temporary Certificate of Occupancy for the new Facilities at least thirty (30) days prior to the first day of occupancy;
- C. Evidence that the Facilities meet applicable health, safety and fire code requirements; and
- D. Evidence that the Facilities are of sufficient size to safely house anticipated enrollment.

ARTICLE XII—GENERAL TERMS AND CONDITIONS

Section 12.1. Assignment. This Charter School Contract is not assignable by Academie Lafayette without the prior written consent of the President of UCM.

Section 12.2. Successors and Permitted Assigns. The terms and conditions of this Charter School Contract are binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 12.3. Entire Contract. This Charter School Contract sets forth the entire agreement between UCM and Academie Lafayette with respect to the subject matter of this Charter School Contract. All prior contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Charter School Contract.

Section 12.4. Amendments. None of the terms or conditions herein shall in any manner be altered, amended, waived, or abandoned, except by written agreement of the Parties, executed by authorized representatives of the Parties.

Section 12.5. Other Contracts. Nothing contained in this Charter School Contract or in the provisions of Sections 160.400-160.420, RSMo. requires or prohibits the Parties from entering into separate contracts related to Academie Lafayette's need to procure professional services from UCM or its faculty and staff including, but not limited to, sponsored research contracts, consulting contracts, etc. If the Parties desire to enter into such separate contracts, they will be in writing and shall set forth the terms and conditions thereof including the consideration to be paid therefore.

Section 12.6. Severability. If any provision of this Charter School Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity or enforceability of the remainder of the provision or the remaining provisions of this Charter School Contract.

Section 12.7. Non-Waiver. No term or provision of this Charter School Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by

any Party to, or waiver of, a breach or default of the other, whether expressed or implied, shall constitute a consent to, or waiver of, or excuse for any different or subsequent breach or default.

Section 12.8. Governing Law and Venue. This Charter School Contract shall be governed and controlled by the laws of the State of Missouri as to interpretation, enforcement, validity, construction and effect, and in all other respects. This Charter School Contract shall be construed fairly as to both Parties and not in favor of or against either Party, regardless of which Party prepared the Charter School Contract. Venue for all actions and proceedings shall be in Warrensburg, Johnson County, Missouri.

Section 12.9. Counterparts. This Charter School Contract shall be executed in one or more counterparts and all such counterparts shall constitute one and the same instrument.

Section 12.10. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon the date of actual delivery, if delivery is by hand; or (ii) upon the date of actual delivery, if delivery is by first class mail, postage prepaid; or (iii) upon electronic confirmation of receipt, if delivery is by facsimile transmission. Each such notice shall be sent to the respective Party at the address or facsimile number indicated below:

To UCM:


Victoria Hughes, Director
Office of Charter Schools
University of Central Missouri
2250 Lovinger
Warrensburg, MO 64093
Fax No.: (660) 543-4518

To Academie Lafayette:

Jon Otto, Board President
Academie Lafayette Charter School
414 Wallace
Kansas City, MO 64125
Fax No.: (816) 920-6629

IN WITNESS WHEREOF, the Parties hereto have executed this Charter School Contract and /or authorized same to be executed by their duly authorized representatives as of the date shown beside their respective signatures.

University of Central Missouri

By  _____
76A8AB555CCF4E7

Date June 4, 2019

Mike Godard
Interim Provost, University of Central Missouri

Academie Lafayette

By  _____
33EB0412DE01437...

Date June 4, 2019

Jon Otto
Board President, Academie Lafayette Charter School

List of Attachments as presented in Section 2.2.

The following current documents are attached and incorporated as a part of this Charter School Contract. These documents are required by Sections 160.400. to 160.420., RSMo. and amendments thereto; or by the University of Central Missouri, as the sponsoring entity.

- A. Education Plan**
 - A.1 Mission, Vision and Goals
 - A.2 Curriculum and Instruction
 - A.3 Assessment
 - A.4 School Calendar and Daily Schedule
 - A.5 Target Population
 - A.6 Special Student Populations
 - A.7 School-Specific Goals and Objectives
 - A.8 School Climate and Discipline
 - A.9 Optional Programs
 - A.9.1 Career Education (Not Applicable)
 - A.9.2 Virtual Education (Not Applicable)
 - A.9.3 High-Risk Alternative School (Not Applicable)
 - A.9.4 Gifted Education (Not Applicable)
 - A.9.5 Higher Education Affiliation (Not Applicable)

- B. Organizational Plan**
 - B.1 Governing Body
 - B.2 Governing Board Composition
 - B.3 Management and Operation
 - B.4 Staffing and Human Resources
 - B.5 Student Recruitment and Enrollment
 - B.6 Parent, Community and Educator Involvement
 - B.7 Joint Application (Not Applicable)
 - B.7.1 Educational Service Providers (Not Applicable)
 - B.7.2 Joint Application (Not Applicable)

- C. Business Plan**
 - C.1 Budget
 - C.2 Financial Management
 - C.3 Facility
 - C.4 Transportation
 - C.5 Insurance

D. UCM Monitoring and Oversight Plan