

Lafayette Preparatory Academy Charter School Contract

This Charter School Contract is entered into this 1st day of July, 2023, by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, on behalf of the University of Missouri - St. Louis (hereinafter referred to as UMSL), and any other campus, unit or department owned and operated by THE CURATORS OF THE UNIVERSITY OF MISSOURI deemed necessary to satisfy the statutory requirements for sponsorship of a charter school, and LAFAYETTE PREPARATORY ACADEMY, a Missouri nonprofit corporation incorporated pursuant to Chapter 355, RSMo., (hereinafter referred to as LPA). Together, UMSL and LPA may be referred to as “the parties”.

The University of Missouri - St. Louis (UMSL) and Lafayette Preparatory Academy (LPA) agree to the renewal of LPA’s charter pursuant to the following terms. This Charter School Contract, together with the attached exhibits, shall be considered the charter for the school years beginning July 1, 2023 and ending June 30, 2033 (ten years).

WHEREAS, LPA’s charter renewal application was accepted by UMSL on January 5, 2023;

WHEREAS, LPA’s charter renewal application was approved by the Missouri State Board of Education on March 7, 2023;

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

Status Of The Parties - Section 1

Section 1.1.

LPA is a Missouri nonprofit corporation incorporated pursuant to the provisions of Chapter 355, RSMo; is currently in good standing; and shall, throughout the term of this Charter School Contract, remain in good standing.

Section 1.2.

LPA is not a part of UMSL and is a separate legal entity, none of whose directors, officers or employees shall be deemed to be an agent of UMSL; has selected the method for election of officers specified in Section 355.326, RSMo, based on the class of corporation selected; currently has a board of directors, none of which is an employee of UMSL; and agrees that, throughout the term of this Charter School Contract, none of the members of LPA’s board of directors shall be employees of UMSL or of the charter school. LPA’s charter school board members are subject to liability for acts while in office and may participate in the Missouri public risk management fund.

Section 1.3.

UMSL is one of the campuses of The Curators of the University of Missouri, a constitutionally established instrumentality of state government within the State of Missouri. In agreeing to sponsor LPA as a charter school and in agreeing to the terms and conditions stated herein, UMSL is voluntarily exercising authority and powers expressly provided to it by the Missouri General Assembly in Sections 160.400 to 160.420 and Section 167.349, RSMo. Nothing contained in this Charter School Contract shall be deemed to be a waiver of UMSL's autonomy, powers or immunities and LPA shall not be deemed to be a part of UMSL.

Section 1.4.

LPA acknowledges that UMSL's obligations and responsibilities as the sponsor of the charter school are limited to those obligations and responsibilities set forth herein and as provided in applicable law; acknowledges that neither LPA nor its directors, officers or employees have authority to act as an agent for UMSL or to enter into any contracts with third parties that purport to impose any obligations or responsibilities on UMSL or which otherwise bind UMSL in any manner whatsoever; acknowledges that by agreeing to be the sponsor of the charter school, UMSL does not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent contractor of the charter school; 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 the charter school.

Section 1.5.

The parties hereto agree that UMSL is a research extensive institution and that LPA will be open to the review of research proposals and be willing to engage in projects that will provide mutual benefit to LPA and UMSL in promoting scientific evidence to improve LPA specifically and/or education generally; provided however, that UMSL shall be responsible for all costs incurred by LPA as a result of LPA's engagement in such projects.

Section 1.6.

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 the parties are otherwise entitled under the law and, in addition thereto, the parties acknowledge that Section 160.400.9 RSMo, provides that as the sponsor of the charter school, UMSL and its agents and employees are not liable for any acts or omissions of the charter school, including acts or omissions relating to the charter submitted by LPA, the operation of the charter school and the performance of the charter school.

Section 1.7.

Other than the payment associated with sponsorship of a charter school described in Section 160.400.11 RSMo, UMSL does not expect to receive any compensation for acting as a sponsor and has not asked for nor received from LPA any fee of any type for consideration of the renewal application and charter submitted by LPA, as specified in section 160.400.6, RSMo. UMSL has not imposed, as a condition for its consideration of the renewal application and charter, a promise of future payment of any kind by LPA.

Basis for Renewal - Section 2

The UMSL Charter School Office analyzed a comprehensive body of evidence regarding LPA’s academic performance, organizational and fiscal viability, and its legal compliance. UMSL found that LPA exceeded the academic performance expectations in its operating charter and operated the school in a fiscally viable manner that demonstrates sound stewardship of the public funds generated for the education of LPA’s students. In addition, LPA has complied with all applicable federal and state laws and the terms of its operating charter.

Governance - Section 3

Section 3.1

LPA’s governing board is responsible for ensuring compliance with this Charter School Contract, including compliance with LPA’s bylaws, UMSL Charter School Office policies (contained in the Charter School Office Handbook in Exhibit B), and sections 160.400 to 160.425, RSMo., and any other applicable state and federal laws or regulations. This includes, but is not limited to, criminal background checks for employees and contractors, teacher certification, student health and welfare, and nondiscrimination in the school’s operations.

Section 3.2

LPA’s governing board shall ensure rigorous contract oversight and the school’s financial independence from any third party contractor providing educational management or other services. This Charter School Contract shall replace and supersede any and all other agreements, documents, outlines, memos, notes or other written documents by and between LPA and any third party contractor providing educational management or other services.

Performance Monitoring - Section 4

Section 4.1

The UMSL Charter School Office will annually evaluate LPA based on the academic, fiscal, learning environment, governance, and operations and organizational compliance performance indicators outlined in the UMSL Charter School Office’s Performance Framework (Exhibit A) and UMSL Charter School Office’s policies (Exhibit B). Those indicators also include, but are not limited to, the academic goals submitted by LPA as part of the Renewal Application (Exhibit C) and learning standards established by DESE.

Section 4.2

The UMSL Charter School Office’s Performance Framework and UMSL Charter School Office’s policies governing oversight of UMSL-sponsored schools may change from time to time. The UMSL Charter School Office shall provide LPA no less than sixty (60) days notice prior to implementing changes to these policies, and the opportunity to provide input which may or may not be incorporated into the UMSL Charter School Office policies.

Section 4.3

LPA shall submit to UMSL, as outlined in the Required Document Submissions, the results of all LPA’s national norm-referenced tests or assessments to include all academic growth and progress monitoring data, including, but not limited to, NWEA, Evaluate, IReady, STAR or other standardized assessments approved by UMSL and the results of the Missouri Assessment Program. LPA will conduct an annual self-analysis of academic growth for each school year to be submitted to UMSL no later than June 15. These self-assessments must include school-collected data.

Section 4.4

LPA will submit required data and documents through the Required Document Submission process. UMSL will also conduct on-site reviews annually and more often, if needed, to determine compliance with applicable state and federal laws or regulations and the terms of the charter. Nothing prohibits UMSL from conducting additional site visits and reviews, for which appropriate guidance and notice will be provided.

Section 4.5

As part of its monitoring, UMSL will follow a progressive system of notification, intervention, and calls for corrective action on the part of LPA, should it be determined they are out of compliance with applicable state and federal laws or regulations, or the terms of the charter. Details for this process are outlined in the UMSL Charter School Office Handbook (Exhibit B)

Probation and Termination of Charter School Contract - Section 5

Section 5.1

UMSL may revoke this Charter School Contract at any time on any of the following grounds:

- Failure to meet academic, fiscal, learning environment, governance, and operations and organizational compliance performance indicators outlined in the UMSL Charter School Office’s Performance Framework and UMSL Charter School Office’s policies; or
- Failure to meet generally accepted standards of fiscal management; or
- Failure to provide information necessary to confirm compliance with all provisions of the charter and sections 160.400 to 160.425 and 167.349 within thirty (30) days following receipt of written notice requesting such information; or
- Material or intentional violation of applicable federal or state laws; or
- Material or intentional violation of the law or public trust that imperils students or public funds; or
- There is a change in the provisions of Sections 160.400 through 160.425, RSMo which alters or amends the responsibilities and obligations of either LPA or UMSL and the parties hereto are unable to agree upon amendments to this UMSL Contract necessary to conform its terms and conditions to said statutory amendments.

The process and policy are fully outlined in Exhibit B.

Section 5.2

If UMSL determines that LPA is failing to meet one or more required performance indicators as established in this Charter School Contract, or earns an annual performance report lower than the resident district, or is identified as a lowest achieving school by DESE, but that such failure does

not warrant revocation, UMSL may, at its discretion, designate LPA to be in a probationary status for a defined period of time, not to exceed two years, and not more than once during the term of the Charter School Contract. During the probationary period, UMSL may require LPA to implement a mutually agreed upon School Improvement Plan with defined outcomes to correct performance deficiencies described in writing by UMSL. If LPA fails to meet the mutually-agreed upon School Improvement Plan outcomes by the end of the probationary period, UMSL may elect to revoke or not renew this Charter School Contract.

Section 5.3

UMSL may choose to not renew this Charter School Contract for any reason. Whether the result of contract revocation, non-renewal, or by decision of the LPA Board of Directors, the charter school shall agree to the Closure Procedures outlined in the UMSL Charter School Office Handbook (Exhibit B).

Section 5.4

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

Section 5.5

If UMSL determines, after consultation with LPA’s board of directors, that continued operation of the charter school by LPA presents a clear and immediate threat to the health and safety of the children enrolled therein or LPA is determined to be financially insolvent, the effective date of such termination shall be the date upon which UMSL renders its final decision to terminate.

Section 5.6

This contract shall extend for up to two years beyond the cessation of academic programs to allow for implementation of UMSL’s Closure Procedures.

Implementation - Section 6

Section 6.1

Any notices pursuant to this Charter School Contract shall be communicated in writing using either the physical or email addresses below the signatures of the signing parties. This Charter School Contract may be executed by original or electronic signatures.

Section 6.2

Material amendments to this Charter School Contract must be approved by both signing parties to be effective. Material amendments include, but are not limited to the following:

- Purchase or lease of a new facility or a change in the school’s location;
- Change in the school’s mission statement;
- Change in the school’s approach to instruction; or
- A change from the Renewal Application that expands enrollment by more than 10% of the total enrollment or by grade level.

Section 6.3

The parties will confer in good faith to resolve any disputes regarding this Charter School Contract. If the parties' own efforts fail to resolve the issue, the parties agree to identify and engage a neutral third-party mediator prior to pursuing any legal remedies.

Indemnification - Section 7

LPA agrees to indemnify and hold UMSL, its board of curators 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 the charter school's operations or which are incurred as a result of the reliance of UMSL upon the accuracy of information provided to it by LPA. In addition to the obligations imposed in the preceding sentence, LPA agrees that the insurance required by the provisions of Section 160.405.4(4), RSMo shall name "the officers, employees, and agents of The Curators of the University of Missouri" as Additional Insured with respect to the project to which these insurance requirements pertain for any covered loss of any 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 the charter school's operations or which are incurred as a result of the reliance of UMSL upon the accuracy of information provided to it by LPA.

General Terms and Conditions - Section 8

Section 8.1.

Assignment. This Charter School Contract is not assignable by LPA without the prior written consent of the Chancellor of UMSL.

Section 8.2.

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 8.3.

Entire Contract. This Charter School Contract and Exhibits set forth the entire agreement between UMSL and LPA 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 8.4.

Adherence to UMSL's CSO Policies. In addition to complying with the terms and conditions expressly provided in this Charter School Contract, LPA shall comply with all policies and procedures as outlined in the UMSL Charter School Office Handbook, and any amendments thereto.

Section 8.5.

Amendments. Except as outlined in Section 6.2, 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 8.6.

Other Contracts. Nothing contained in this Charter School Contract or in the provisions of Section 160.400 through 160.425 RSMo requires or prohibits the parties from entering into separate contracts related to LPA's need to procure professional services from UMSL 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 8.7.

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 8.8.

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 8.9.

Governing Law. 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.

Section 8.10.

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

Signature Page

Agreement by all Parties

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 below their respective signatures.

LPA and UMSL agree that substantial failure to meet the terms of this Charter School Contract could cause UMSL to place LPA on probation and/or revoke this Charter School Contract. Probation will require a remediation plan for addressing all deficiencies in the following year. Failure to remediate will result in a recommendation for revocation of the Charter School Contract and closure of the school at the end of the school year, or as otherwise defined in Section 5 of this Charter School Contract.

Furthermore, this Charter School Contract is for ten (10) years of operation of the school. In the ninth year, LPA and UMSL will determine, based on UMSL’s policy and procedures and successful completion of this Charter School Contract, if the school is prepared for renewal. At that time, a new Charter School Contract will be created to address the next years of the proposed, renewed charter.

The Board of Directors of LPA approved this Charter School Contract on
23-May-2023.

In agreement:

Signature of LPA Board President: *Joe Olwig*
Joe Olwig (May 23, 2023 14:03 CDT)
Date: 23-May-2023
Joe Olwig

Physical Address: 1900 Lafayette Ave, St. Louis, MO 63104
Email: joe.olwig@lafayetteprep.org

Signature of UMSL CSO ED: *Susan Marino*
Susan Marino (May 23, 2023 13:58 CDT)
Date: 23-May-2023
Dr. Susan Marino

Physical Address: 3651 Olive Street Suite 203D, St. Louis MO 63108
Email: susan.marino@umsl.edu

The Curators of the University of Missouri on behalf of the University of Missouri-St. Louis

Signature of Chancellor of the University of Missouri-St. Louis: *Kristin Sobalik*
Kristin Sobalik (May 23, 2023 15:49 CDT)
Date: 23-May-2023
Dr. Kristin Sobalik



Approved as to Legal Form

msm

May 05 2023

Exhibits

- A: UMSL Charter School Office Performance Framework
- B: UMSL Charter School Office Handbook
- C: LPA Renewal Application