

**CHARTER SCHOOL CONTRACT BETWEEN SOUTHEAST MISSOURI STATE UNIVERISTY AND
LIFT FOR LIFE ACADEMY**

This Charter School Contract entered into this 1st day of Date by and between THE BOARD OF REGENTS, on behalf of Southeast Missouri State University (hereinafter referred to as “SEMO”), and any other campus, unit or department owned and operated by THE BOARD OF REGENTS deemed necessary to satisfy the statutory requirements for sponsorship of a charter school, and the Lift for Life, a Missouri nonprofit corporation incorporated pursuant to Chapter 355, RSMo., (hereinafter referred to as “LIFT” or “charter school”).

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 to 160.425 RSMo, specify the method for establishing such charter schools and the requirements that must be met by such charter schools;

WHEREAS, SEMO is authorized by those statutes and/or Section 167.349, RSMo to serve as a sponsor of such charter school or schools, in accordance with the provisions of such statutes, as it may, in its discretion, determine to be appropriate;

WHEREAS, Lift has submitted a request to SEMO that SEMO sponsor Lift as a charter school, in accordance with the provisions of such statutes;

WHEREAS, SEMO has agreed to sponsor Lift as a charter school, in accordance with the provisions of such statutes, and in accordance with the terms and conditions specified herein;

WHEREAS, Lift’s charter application was accepted by SEMO on Date of Acceptance;

WHEREAS, Lift’s charter application was approved by the Missouri State Board of Education on Date of Approval;

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. Lift 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. Lift is not a part of SEMO and is a separate legal entity, none of whose directors, officers or employees shall be deemed to be an agent of SEMO; 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 SEMO; and agrees that, throughout the term of this Charter School Contract, none of the members of Lift for Life’s board of directors shall be employees of SEMO. Meetings of Lift’s board of directors shall be subject to the provisions of Sections 610.010 to 610.030, RSMo, the open meetings law.

Section 1.3. SEMO, a constitutionally established instrumentality of state government within the State of Missouri. In agreeing to sponsor Lift as a charter school and in agreeing to the terms and conditions stated herein, SEMO is voluntarily exercising authority and powers expressly provided to it by the Missouri General Assembly in Sections 160.400 to 160.425 and Section 167.349, RSMo. Nothing contained in this Charter School Contract shall be deemed to be a waiver of SEMO's autonomy, powers or immunities and Lift shall not be deemed to be a part of SEMO.

Section 1.4. Lift acknowledges that SEMO's obligations and responsibilities as the sponsor of the charter school is limited to those obligations and responsibilities set forth herein; acknowledges that neither Lift nor its directors, officers or employees have authority to act as an agent for SEMO or to enter into any contracts with third parties that purport to impose any obligations or responsibilities on SEMO or which otherwise bind SEMO in any manner whatsoever; acknowledges that by agreeing to be the sponsor of the charter school, SEMO 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 SEMO is a regional comprehensive university and that Lift will be open to the review of SEMO research proposals and be willing to engage in projects that will provide mutual benefit to Lift and SEMO in promoting scientific evidence to improve the educational enterprise.

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 SEMO is 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, SEMO 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 Lift, the operation of the charter school and the performance of the charter school.

Section 1.7 Other than the expenses associated with sponsorship of a charter school described in Section 160.400.11 RSMo, SEMO does not expect to receive any compensation for acting as a sponsor and has not asked for nor received from Lift any fee of any type for consideration of the application and proposed charter submitted by Lift for Life. SEMO has not imposed, as a condition for its consideration of the application and proposed charter, a promise of future payment of any kind by Lift for Life.

ARTICLE II: STATUTORY COMPLIANCE

Section 2.1. Lift's charter application, which was approved by the Missouri State Board of Education on Date of Approval, is incorporated as part of this Contract.

Section 2.2. Lift, at the time it submitted its charter application to SEMO, provided a copy of such application to the school board of the district in which the proposed charter school is to be

located, as required by the provisions of Section 160.405.1, RSMo. A copy of such application, dated Date of Application, is incorporated as a part of this Charter School Contract.

Section 2.3. Lift's charter application contains all that is required by Sections 160.400 to 160.425, RSMo, as confirmed by the application's approval by the Missouri State Board of Education on date.

- A. A mission and vision statement for LIFT'Ss charter school;
- B. A description of Lift for Life's organizational structure and the bylaws of the governing body of Lift which shall be responsible for the policy, financial management, and operational decisions of the charter school, including the nature and extent of parental, professional educator, and community involvement in the governance and operation of the charter school;
- C. A financial plan for the first three years of operation of the charter school, including provisions for annual audits;
- D. A description of the charter school's policy for securing personnel services, its personnel policies, personnel qualifications, and professional development plan;
- E. A description of the grades or ages of students to be served by the charter school;
- F. The charter school's calendar of operation which shall include at least the equivalent of a full school term as defined in Section 160.011, RSMo; and
- G. An outline of the criteria specified in Section 160.405, RSMo designed to measure the effectiveness of the charter school.

Section 2.4. Lift shall be nonsectarian in its programs, its admission policies, its employment practices and all other aspects of its operations.

Section 2.5. Lift shall comply with all laws and regulations of the state relating to health, safety and minimum educational standards.

Section 2.6. Lift shall be financially accountable, use practices consistent with the Missouri financial accounting manual, provide for an annual audit by a certified public accountant and provide liability insurance to indemnify the school, its board of directors, its staff and its teachers against tort claims.

Section 2.7. Lift shall provide a comprehensive program of instruction for the grade level(s) and age(s) specified in its application.

Section 2.8. Lift shall design a method to measure pupil progress toward the pupil academic standards adopted by the state board of education pursuant to the provisions of Section 160.514, RSMo, and, within one hundred twenty (120) days after execution of this Charter School Contract, shall submit a description of such proposed method to SEMO for approval.

Section 2.9. Lift shall collect baseline data during the term of this Charter School Contract for the purpose of determining how the charter school is performing and, to the extent applicable, shall participate in the statewide system of assessments comprised of the

essential skills tests and the nationally standardized norm-referenced achievement tests, as designated by the state board of education pursuant to the provisions of Section 160.518, RSMo.

Section 2.10. Lift shall complete and distribute an annual report card as prescribed in Section 160.522, RSMo.

Section 2.11. Lift shall report to SEMO, to the school board of the district in which the proposed charter school is to be located and to the state board of education as to the charter school's teaching methods and any educational innovations and the results thereof, and shall provide data required for the study of charter schools pursuant to the provisions of Section 160.410.4, RSMo.

Section 2.12. Lift shall assure that the needs of children in special education are met in compliance with applicable federal and state laws and regulations.

Section 2.13. Lift shall enroll all pupils resident in the school district in which it operates or who are eligible to attend the school district's schools under an urban voluntary transfer program who submit a timely application unless the number of applications exceeds the capacity of a program, class, grade level or building. If capacity is insufficient to enroll all pupils who submit a timely application, the charter school shall have an admissions process that assures all applicants of an equal chance of gaining admission except as follows:

- A. A charter school may establish a geographical area around the charter school whose residents will receive a preference for enrolling in the charter school; provided, however, that such preferences do not result in the establishment of racially or socioeconomically isolated charter schools and provided further that such preferences conform to policies and guidelines established by the state board of education; and
- B. A charter school may also give a preference for admission of children whose siblings attend the charter school or whose parents are employed at the charter school.

Section 2.14. Lift 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.

Section 2.15. Lift shall be exempt from all laws and rules relating to schools, governing boards and school districts, except as provided in sections 160.400-160.425 RSMo and any amendments thereto. In addition to complying with the terms and conditions expressly provided in this Charter School Contract, Lift shall comply with all provisions of Sections 160.400 through 160.425, RSMo and any amendments thereto.

III: TERM OF THE CHARTER SCHOOL CONTRACT

Section 3.1. The term of this Charter School Contract shall be for five (5) years, from Date of contract through and including June 30, 2023, unless this Contract is terminated prior to that time in accordance with the provisions of Article IV and Article V below.

Section 3.2. The renewal process begins in August of the year prior to the year the charter is considered for renewal by the State Board of Education. Should SEMO support renewal of the charter, a revised charter application shall be submitted to the state board of education in the final year of the current charter.

ARTICLE IV: PERFORMANCE AND COMPLIANCE MONITORING

Section 4.1. Notwithstanding its approval of Lift for Life's application to operate a charter school, SEMO reserves the right throughout the term of this Charter School Contract to monitor the charter school's performance of its obligations under applicable laws and under this Charter School Contract, its management and its operations. Such monitoring shall include all relevant aspects of the charter school's performance, management and operations, and shall include but not be limited to, the following:

- A. Lift shall submit to SEMO's liaison copies of the posted agenda for and copies of the minutes of all meetings of Lift for Life's board of directors;
- B. Lift shall submit to SEMO's liaison results of Lift's performance on SEMO's annual Performance Contract by the date established by SEMO;
- C. Lift shall submit to SEMO's liaison, by December 31 of each year, a copy of the required annual financial audit;
- D. Lift shall submit to SEMO's liaison, at the time they are sent to the Missouri Department of Elementary and Secondary Education, a copy of the teacher certification lists;
- E. Lift shall submit to SEMO's liaison, within ten (10) days after Lift for Life's receipt of same, the results of all Lift for Life's national norm reference tests and the results of the Missouri Assessment Program;
- F. Lift shall participate in an annual evaluation conducted by SEMO, or conducted at SEMO's direction, and related initiatives and shall submit to SEMO's liaison all relevant information and data related thereto;
- G. Lift shall provide to SEMO's liaison, by dates established by SEMO, a copy of all of Lift policies, including without limitation, policies relevant to compliance with all applicable state and federal laws;
- H. Lift shall submit to SEMO's liaison, prior to the beginning of each school year, all items required by SEMO prior to the opening of the school year, including a copy of the Student/Parent Handbook that Lift will utilize during the upcoming school year;
- I. Lift shall notify SEMO's liaison, prior to the beginning of each school year and within ten (10) days following a change of individuals responsible, of the identity, address and telephone number, of Lift for Life's employee or consultant who will be responsible during the school year, for understanding

and complying with the expectations of the Missouri Financial Accounting System;

- J. Lift shall notify the SEMO's liaison if and when Lift for Life's conflict of interest policy has been violated and shall provide information, as reasonably requested by SEMO's liaison, concerning said violation;
- K. Lift shall have in place adequate financial controls to assure that none of the revenues received for operation of the charter school are expended for expenses unrelated to the operation of the charter school, which shall include but not be limited to:
 - 1. A requirement that a monthly check register is reviewed and approved by the charter school's board of directors;
 - 2. The bank account where state funds are deposited must be established and under the control of the charter school's board of directors. If a management company is contracted, personnel associated with the company shall not have direct access; and
 - 3. The adoption of a procurement policy that requires the charter school's board of director's approval of individual expenditures that are in excess of an amount agreed upon by the board and SEMO.
- L. Lift for Life's Board of Directors will attend yearly board training approved by SEMO.
- M. Lift will cooperate with SEMO to develop and revise as needed a Performance Contract that establishes yearly goals to be used by both Lift and SEMO to evaluate progress of Lift for Life.
- N. Lift will participate in external audits as requested by SEMO to determine strengths and limitations of the program.
- O. Lift will conduct an annual self-analysis of academic growth for each school year to be submitted to SEMO no later than July 1. These self-assessments must include school-collected data.
- P. SEMO and the governing board and staff of Lift shall meet from time to time, but no less frequently than once every year, to jointly review the charter school's performance, management and operations.

Section 4.2. Other than the expenses associated with sponsorship of a charter school described in Section 160.400.11 RSMo, SEMO does not expect to receive any compensation for acting as a sponsor and has not asked for nor received from Lift any fee of any type for consideration of the application and proposed charter submitted by Lift for Life. SEMO has not imposed, as a condition for its consideration of the application and proposed charter, a promise of future payment of any kind by Lift for Life.

ARTICLE V: PROBATION AND TERMINATION OF CHARTER SCHOOL CONTRACT

Section 5.1. If SEMO determines that Lift is failing to meet one or more required performance standards as established in this Contract, but that such failure does not warrant termination per Section 5.2 below, SEMO may designate Lift to be in a probationary status for a defined period of time, not to exceed one year. During the probationary period, SEMO may require Lift to implement a mutually agreed upon remedial plan and

outcomes to correct performance deficiencies described in writing by SEMO. If Lift fails to meet the mutually-agree upon remediation outcomes by the end of the probationary period, SEMO may elect to terminate this Charter School Contract.

Section 5.2. SEMO may terminate this Charter School Contract at any time if the charter school commits a serious breach of one or more provisions of the Charter School Contract. A “serious breach” is defined as a breach that relates to a material violation of Article II, Article IV, Section 6.2, Section 7.2, and/or Article VIII of this Charter School Contract and as further defined under Missouri law. SEMO may also terminate the Charter School Contract on any of the following grounds:

- A. Failure to meet academic performance standards as set forth in this Charter School Contract, as set forth in the annual Performance Contract or as reasonably required of Lift in writing by SEMO;
- B. Failure to meet generally accepted standards of fiscal management;
- C. 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;
- D. Material or intentional violation of applicable federal or state laws; or
- E. 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 Lift or SEMO and the parties hereto are unable to agree upon amendments to this Charter School Contract necessary to conform its terms and conditions to said statutory amendments.

Section 5.3. At least ninety (90) days prior to terminating this Charter School Contract in accordance with the provisions of Article V hereof, SEMO shall notify Lift for Life’s board of directors in writing of the proposed action and the reasons therefore. Prior to such termination, and within two (2) weeks after receipt of such notice from SEMO, Lift’s board of directors may request a hearing. Section 5.4. If the charter school’s board of directors makes a timely written request for such a hearing, the hearing shall be conducted in accordance with administrative hearing procedures established by SEMO. Section 160.405.8(4), RSMo provides that final decisions of SEMO to terminate this Charter School Contract prior to the end of the term thereof shall be subject to an appeal to the State Board of Education, which shall determine whether the charter shall be revoked.

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

Section 5.6. If SEMO determines that continued operation of the charter school by Lift 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 SEMO renders its final decision to terminate.

ARTICLE VI: FUNDING SOURCES, TUITION AND FEES

Section 6.1. As a charter school, Lift 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 6.2. Lift may not charge tuition, nor may it impose fees that a school district is prohibited from imposing.

ARTICLE VII: AUTHORIZATION FOR EMPLOYMENT OF PERSONNEL

Section 7.1. As a charter school, Lift may employ non-certificated instructional personnel; provided, however, that no more than twenty (20) percent of the full-time equivalent instructional staff positions at the charter school are filled by non-certificated personnel and provided further that all non-certificated instructional personnel shall be supervised by certificated instructional personnel. In addition pursuant to federal law, any charter school receiving Title I funds must comply with the requirements in the No Child Left Behind act, 20 USC § 6319 (2008), requiring that 100% of its instructional personal be certified as a "Highly Qualified Teacher" (HQT).

Section 7.2. Lift shall ensure that all instructional employees of the charter school 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 the charter school prior to the hiring of the employee. Appropriate experience, training and skills of non-certificated instructional personnel shall be determined by considering the following:

- A. Teaching certificates issued by another state or states;
- B. Certification by the National Standards Board;
- C. College degrees in the appropriate field;
- D. Evidence of technical training and competence when such is appropriate; and
- E. Level of supervision and coordination with certificated instructional staff.

ARTICLE VIII: INDEMNIFICATION

Section 8.1. Lift agrees to indemnify and hold SEMO, 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 SEMO upon the accuracy of information provided to it by Lift and not caused by the sole negligence of the University. In addition to the obligations imposed in the preceding sentence, Lift 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 The Board of Regents, Southeast Missouri State University and its officers, employees and agents as additional named insureds 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 SEMO upon the accuracy of information provided to it by Lift for Life.

ARTICLE IX: GENERAL TERMS AND CONDITIONS

Section 9.1. Assignment. This Charter School Contract is not assignable by Lift without the prior written consent of the Chancellor of SEMO. This Charter School Contract is not assignable by SEMO or the Board of Curators of the University of Missouri without the prior written consent of the Chair of Lift's Board of Directors.

Section 9.2. 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 9.3. Entire Contract. This Charter School Contract, including the Charter Application incorporated herein, sets forth the entire agreement between SEMO and Lift 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 9.4. 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. Appendix 2: SEMO-Charter

Section 9.5. 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 the Charter School's need to procure professional services from SEMO 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 9.6. 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 9.7. 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 9.8. 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 9.9. 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 9.10. 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) the third business day following deposit into the United States mail if delivery is by first class mail, postage prepaid. Each such notice shall be sent to the respective party at the address indicated below or to such other address as may hereafter be designated by a party, by notice to the other party as provided in this section: