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# 2020-2028 Charter Contract

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*Saint Louis University and  
City Garden Montessori Charter School*

**Adopted as Amended**

***April 13, 2022***

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**CHARTER SCHOOL CONTRACT (AS AMENDED)  
BETWEEN SAINT LOUIS UNIVERSITY AND  
CITY GARDEN MONTESSORI CHARTER SCHOOL**

**RECITALS**

This Amended Charter School Contract entered into this 13th day of April 2022 by and between SAINT LOUIS UNIVERSITY, a pro-forma benevolent corporation of the State of Missouri, with its primary location at 1 N. Grand, St. Louis, MO 63103 (hereinafter referred to as "SLU"), and CITY GARDEN MONTESSORI CHARTER SCHOOL a Missouri nonprofit corporation incorporated pursuant to Chapter 355, RSMo., with its primary location at 1618 Tower Grove Ave., St. Louis, MO 63110 (hereinafter referred to as "CGMCS").

**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**, SLU 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**, CGMCS submitted a request to SLU that SLU sponsor CGMCS as a charter school, in accordance with the provisions of such statutes;

**WHEREAS**, SLU agreed to sponsor CGMCS as a charter school, in accordance with the provisions of such statutes, and in accordance with the terms and conditions specified herein;

**WHEREAS**, the parties agree that other programs or incorporated entities operated by the same Board of Directors that operates CGMCS are legally distinct programs or entities from one another, and no part of this Charter School Contract pertains to any school, program or entity other than CGMCS.

**WHEREAS**, CGMCS's charter renewal application was accepted by SLU in October 2017; **WHEREAS**, CGMCS's charter renewal application was approved by the Missouri State Board of Education in December 2017;

**WHEREAS**, CGMCS's charter renewal application was approved by the Missouri State Board of Education in December 2017;

**WHEREAS**, charter sponsor standards promulgated by Missouri's Department of Elementary and Secondary Education prompted amendments to the previous (2018-2028) contract that are now addressed herein;

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



## **ARTICLE I: TERM OF CONTRACT**

**Section 1.1.** The term of this Amended Charter School Contract shall be from April 6, 2022 through and including June 30, 2028, unless this Contract is terminated prior to that time in accordance with the provisions of Article X below.

**Section 1.2.** Collaboration on the renewal process by CGMCS and SLU shall begin no later than January 1, 2027. If SLU supports renewal of the charter contract for any period of time allowable by the State Board of Education ("SBOE"), SLU shall submit a renewal application to the State Board of Education in full accordance with the Department of Elementary and Secondary Education policy and procedures.

## **ARTICLE II: STATUSES OF THE PARTIES**

**Section 2.1.** CGMCS 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 2.2.** CGMCS is not a part of SLU and is a separate legal entity, none of whose directors, officers or employees shall be deemed to be an agent of SLU; 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 SLU; and agrees that, throughout the term of this Charter School Contract, none of the members of CGMCS's Board of Directors shall be employees of SLU. Meetings of CGMCS's Board of Directors shall be subject to the provisions of Sections 610.010 to 610.030, RSMo, the open meetings law.

**Section 2.3.** In agreeing to sponsor CGMCS as a charter school and in agreeing to the terms and conditions stated herein, SLU 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 SLU's autonomy, powers or immunities nor shall CGMCS be deemed to be a part of SLU.

**Section 2.4.** CGMCS acknowledges that SLU'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 CGMCS nor its directors, officers or employees have authority to act as an agent for SLU or to enter into any contracts with third parties that purport to impose any obligations or responsibilities on SLU or which otherwise bind SLU in any manner whatsoever; acknowledges that by agreeing to be the sponsor of the charter school, SLU does not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent contractor of CGMCS; 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 CGMCS.

**Section 2.5.** The parties hereto agree that SLU is a research university and that CGMCS will be open to engaging in projects that provide mutual benefit to CGMCS and SLU in promoting scientific evidence to improve the educational enterprise at CGMCS and beyond.

**Section 2.6.** 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 SLU 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, SLU 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 CGMCS, the operation of the charter school and the performance of the charter school.

**Section 2.7.** Other than the expenses associated with sponsorship of a charter school described in Section 160.400.11 RSMo, SLU does not expect to receive any compensation for acting as a sponsor and has not asked for or received from CGMCS any fee of any type for consideration of the application and charter submitted by CGMCS. SLU has not imposed, as a condition for its consideration of the application and charter, a promise of future payment of any kind by CGMCS.

**Section 2.8.** CGMCS board members are subject to the same liability for acts while in office as if they were local public school district board members; CGMCS' board may participate in the Missouri public entity risk management fund.

**Section 2.9.** Except as otherwise stipulated herein, CGMCS shall have autonomy, per statute, over educational programming, staffing, budgeting, and scheduling.

### **ARTICLE III: CHARTER APPLICATION**

**Section 3.1.** CGMCS's charter application, which was approved by the Missouri State Board of Education in 2008, is incorporated as part of this Contract.

**Section 3.2.** CGMCS, at the time it submitted its charter application to SLU, 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.

**Section 3.3.** CGMCS's charter application contains all that is required by Sections 160.400 to 160.425, RSMo, as confirmed by the renewal application's approval by the Missouri State Board of Education in 2017.

### **ARTICLE IV: TUITION AND FEES, FUNDING SOURCES**

**Section 4.1.** As a charter school, CGMCS 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 4.2.** CGMCS may not charge tuition, nor may it impose fees that a school district is prohibited from imposing.



## **ARTICLE V: ADMISSIONS**

**Section 5.1.** CGMCS shall not limit admission based on race, ethnicity, national origin, religion, disability, gender, income level, proficiency in the English language or athletic ability; CGMCS may limit admission to pupils within the grade level(s) and age(s) specified in its application.

**Section 5.2.** CGMCS shall enroll all pupils who reside in the established neighborhood boundaries who submit a timely application unless the number of applications exceeds the capacity of a program, class, grade level or building. If applications exceed capacity the charter school shall have an admissions process that assures all applicants of an equal chance of gaining admission except a charter school may give a preference for admission of children (a) whose siblings attend the charter school or (b) whose parents are employed at the charter school. Further, CGMS may also give a preference for admission to students who will be eligible for the free and reduced lunch program in the upcoming school year, as specified in Section 160.410.2(4) of the Missouri Revised Statutes.

## **ARTICLE VI: OPERATION**

**Section 6.1.** CGMCS 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, CGMCS shall comply with all provisions of Sections 160.400 through 160.425, RSMo and any amendments thereto.

**Section 6.2.** CGMCS shall comply with all laws and regulations of the state, including but not limited to those relating to health, safety, and minimum educational standards.

**Section 6.3.** CGMCS 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. Notwithstanding the foregoing, nothing in this Charter School Contract shall be construed as a waiver or limitation of the defenses of sovereign immunity, official immunity and/or qualified immunity of CGMCS.

**Section 6.4.** CGMCS shall ensure that a criminal background check and child abuse registry check are conducted for each board member of the charter school prior to beginning board service and every three years thereafter; additionally, CGMCS will ensure that any material findings of any criminal background or child abuse registry check of any applicant who is recommended for board service are presented to the CGMCS Board for review and action as the Board deems appropriate; additionally any material findings of any criminal background or child abuse registry check of any applicant who is recommended for board service must be presented to SLU Liaison at the same time it is presented to CGMCS board.

**Section 6.5.** CGMCS shall provide a comprehensive program of instruction for the grade level(s) and age(s) as specified in its charter application and related renewal applications.

**Section 6.6.** CGMCS shall design a method to measure pupil progress toward the pupil academic standards adopted by the State Board of Education and any additional standards adopted by CGMCS and SLU pursuant to the provisions of Section 160.514, RSMo.

**Section 6.7.** To the extent applicable, CGMCS 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 6.8.** CGMCS shall assure that the needs of special education children are met in compliance with applicable federal and state laws and regulations.

**Section 6.9.** CGMCS shall maintain an insurance policy covering all employees in the amount of at least \$500,000 that provides coverage in the event of employee theft.

**Section 6.10.** CGMCS shall be nonsectarian in its employment practices and all other aspects of its operations.

**Section 6.11.** Pursuant to federal law, any charter school receiving Title I funds must comply with the requirements for instructional personnel certification.

**Section 6.12.** CGMCS shall ensure that all instructional employees of the charter school have experience, training and skills appropriate to the instructional duties 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; or another country;
- 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.

**Section 6.13.** CGMCS 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 and every five years thereafter; additionally, CGMCS will ensure that any material findings of any criminal background or child abuse registry check of any applicant who is recommended for hire are presented to the CGMCS Board for review and action as the Board deems appropriate; additionally any material findings of any criminal background or child abuse registry check of any applicant who is recommended for hire must be presented to SLU Liaison at the same time it is presented to CGMCS board.

## **ARTICLE VII: REQUIRED UNIVERSITY AUTHORIZATION**

**Section 7.1. *Approval of Acquisition of Property.*** In the event that CGMCS desires to purchase or lease property for the purpose of any school operations (including currently occupied property), it shall in advance obtain express written permission from the University, which shall not be unreasonably withheld, for such acquisition. CGMCS shall submit a written request to the University describing the proposed acquisition and the purpose for which CGMCS desires to acquire the property. The University shall respond, in writing, to the written request for the acquisition within fifteen (15) days of submission and, if it fails to timely do so, permission shall be deemed granted.



**Section 7.2. *Approval of Expansion.*** CGMCS must obtain express written permission from SLU, which shall not be unreasonably withheld, for any expansion by campus, grade level, or grade level enrollment greater than 50% of its current capacity at any campus. Requests for such approval must include educational, fiscal, and operational rationales and supporting data; SLU reserves the right to request information informing its deliberations.

## **ARTICLE VIII: PERFORMANCE AND COMPLIANCE MONITORING**

**Section 8.1.** As required by law, SLU shall, throughout the term of this Charter School Contract, 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 academic, financial, and operational, and organizational performance, as well as compliance with all state and federal laws.

**Section 8.2.** CGMCS shall submit to SLU copies of the posted agenda for and copies of the approved minutes of all open meetings of CGMCS's Board of Directors; and unless expressly protected from disclosure by law, CGMCS shall submit to SLU's liaison, upon SLU's request, copies of the approved minutes of any specific closed meeting of CGMCS's Board of Directors.

**Section 8.3.** CGMCS shall submit to SLU, by December 31 of each year, a copy of the required annual independent financial audit.

**Section 8.6.** CGMCS shall participate in an annual evaluation conducted by SLU, or conducted at SLU's direction, and related initiatives and shall submit to SLU's liaison all relevant information and data related thereto.

**Section 8.7.** CGMCS shall provide to SLU, by dates established by SLU, a copy of all of CGMCS policies, including without limitation, policies relevant to compliance with all applicable state and federal laws.

**Section 8.8.** CGMCS shall submit to SLU, prior to the beginning of each school year, all items reasonably required by SLU prior to the opening of the school year, including a copy of the Student/Parent Handbook that CGMCS will utilize during the upcoming school year.

**Section 8.9.** CGMCS shall notify SLU, 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 CGMCS'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 and DESE reporting systems.

**Section 8.10.** CGMCS shall notify SLU if and when CGMCS's conflict of interest policy has been violated and shall provide information, as reasonably requested by SLU, concerning said violation.

**Section 8.11.** CGMCS 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:



- A. A requirement that a monthly check register is reviewed and approved by the charter school's Board of Directors;
- B. 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
- C. The adoption of a procurement policy that requires the CGMCS Board of Directors' approval of expenditures in excess of a Board-approved threshold.

**Section 8.12.** CGMCS's Board of Directors will participate in yearly board training approved by SLU.

**Section 8.13.** SLU will, with CGMCS input, develop and revise as needed a Performance Contract that establishes annual goals to be used by SLU to evaluate the annual progress of CGMCS. As required by law, the Performance Contract will include:

- A. Goals for pupil academic performance and corresponding sources of data for all students and significant subgroups; these academic goals must meet or exceed the aggregated actual pupil performance of students in the St. Louis Public School District for the year preceding year;
- B. Goals for financial performance and corresponding sources of data measuring near- and long-term organizational financial health. These goals shall include a requirement that CGMCS does not have a negative operating fund balance at the close of any fiscal year; a requirement that the combined fund balance at the close of any fiscal year be no less than three percent of the funds of the funds expended during the previous year; a requirement that receipts exceed expenditures at the close of each fiscal year (unless approved in advance by SLU due to planned growth).
- C. Goals for organizational performance and corresponding sources of data. These goals shall include requirements for compliance with all governance-related laws; requirements for the fulfillment of all state and federal requirements regarding fair and appropriate service to students with disabilities; and requirements for the maintenance of a safe and operationally sound physical plant.
- D. Academic, financial, and organizational performance expectations that will inform SLU's decision to renew the charter at the end of this Contract.

**Section 8.14.** SLU shall submit to the CGMCS board an annual evaluation of CGMCS that includes analysis of the school's performance and progress toward meeting the goals of the Performance Contract. SLU shall present its evaluation in a public meeting of the Board of Trustees as soon as possible after the Board's receipt of the evaluation.

**Section 8.15.** SLU's annual evaluation per Section 7.15 shall be published in a timely manner by SLU on SLU's charter school sponsorship website and by CGMCS on CGMCS' website.

## **ARTICLE IX: SPONSOR INTERVENTION**

**Section 9.1.** Per Section 160.400.16, RSMo, SLU shall intervene in certain aspects of CGMCS operations and/or oversight if any of the following occurs:

- A. SLU designates CGMCS to be in a probationary status as defined herein;
- B. CGMCS' DESE-established Annual Performance Report number is lower than that of the St. Louis Public School District;
- C. CGMCS is identified by DESE as a persistently lowest achieving school.
- D. CGMCS's annual end-of-year fund balance falls below the eight percent threshold established in the Performance Contract.
- E. CGMCS fails to achieve in two consecutive years any of the following standards of the 2020-2028 Performance Contract: 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9

**Section 9.2.** Interventions in CGMCS operations and/or oversight as addressed in Section 8.1 may include, but are not limited to, the following:

- A. Requirement that CGMCS submit a report to SLU addressing the sources of concerns warranting the intervention, as well as plans for remediation thereof;
- B. Requirement that CGMCS publish any report required in Section 8.2.A on its website for public access;
- C. Requirement of an independent external audit, by an auditor approved by SLU, of CGMCS' educational, financial, or other facet(s) of performance;
- D. Requirement of specified training, at CGMCS' expense, for CGMCS board members, administrators, staff, or teachers.
- E. Requirement for changes in membership and/or officers of the CGMCS board of directors.

## **ARTICLE X: PROBATION**

**Section 10.1.** If SLU determines that CGMCS 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, SLU may designate CGMCS to be in a probationary status for a defined period of time, not to exceed twenty-four (24) months or any other any maximum duration established by law. CGMCS is to be informed in writing of any such designation within 48 hours of SLU's decision. During the probationary period, SLU may require CGMCS to implement a remediation plan to achieve SLU-established probationary performance outcomes described in writing by SLU. If CGMCS fails to meet the probationary outcomes by the end of the probationary period, SLU may elect to terminate this Charter School Contract. CGMCS may only be placed on probation by SLU once during the term of its current DESE-approved charter.

## **ARTICLE XI: TERMINATION**

**Section 11.1.** SLU may terminate this Charter School Contract at any time if CGMCS:

- A. Commits a material violation of applicable state or federal law;



- B. CGMCS' DESE-established Annual Performance Report number is lower than that of the St. Louis Public School District;
- C. CGMCS is identified by DESE as a persistently lowest achieving school.
- D. CGMCS's annual end-of-year fund balance falls below the eight percent threshold established in the Performance Contract.
- E. CGMCS fails to achieve in two consecutive years any of the following standards of the 2020-2028 Performance Contract: 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9

**Section 11.2.** SLU may also terminate the Charter School Contract on any of the following grounds:

- A. Underperformance in DESE's annual performance report for three of the last four years.
- B. Violation of the law or public trust that imperils students or public funds;
- C. Failure to meet generally accepted standards of fiscal management and the Missouri financial accounting manual;
- D. 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 forty-five (45) days following receipt of written notice requesting such information;
- E. There is a change in the provisions of Sections 160.400 through 160.425, RSMo, or other applicable law, or the standards and requirements of relevant accrediting bodies which alters or amends the responsibilities and obligations of either CGMCS or SLU 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 and accreditation changes.
- F. The University deems it no longer in the best interests of CGMCS's students and/or the community at large for the University to sponsor CGMCS.

**Section 11.3.** At least ninety (90) days prior to terminating this Charter School Contract in accordance with the provisions of Article V hereof, SLU shall notify CGMCS'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 SLU, CGMCS's Board of Directors may request a hearing.

**Section 11.4.** In addition to the right to request a hearing, CGMCS shall have thirty (30) days after receiving written notice of a proposed termination and the reasons therefore to cure the defects identified by SLU. CGMCS shall describe the cure in writing to SLU. Within thirty (30) days after receipt of the notice of cure, SLU shall determine if the cure is satisfactory and respond in writing to either withdraw the notice of proposed termination or indicate that the proposed termination will proceed.

**Section 11.5.** 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 SLU that afford CGMCS the right to present evidence and witnesses and rebut the allegations in the notice of proposed termination. Section 160.405.8(4), RSMo provides that final decision of SLU 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.

**Section 11.6.** Except as provided in Section 11.6 below, no termination of the Charter School Contract by SLU shall be effective June 30th of the academic year in which such decision to terminate is made by SLU.

**Section 11.7.** If SLU determines that continued operation of the charter school by CGMCS 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 SLU renders its final decision to terminate.

**Section 11.8.** Nothing in this Charter School Contract shall limit judicial or other remedies available to CGMCS or SLU.

**Section 11.9.** CGMCS may terminate this Charter School Contract at any time for any reason deemed appropriate by the CGMCS Board of Directors according to the following procedures:

- A. CGMCS shall notify SLU of its intent by issuing, in writing, to SLU a notice of intent to terminate. The notice of intent to terminate (i) shall set forth in sufficient detail the grounds for termination and (ii) must be delivered to SLU at least ninety (90) days prior to terminating this Charter School Contract.
- B. Within thirty (30) days of receipt of the notice of intent to terminate, SLU shall respond in writing to CGMCS to the grounds for termination.
- C. CGMCS reserves the right to amend or rescind a notice of intent to terminate should SLU's response to the notice warrant such action as determined by the CGMCS Board of Directors.
- D. Unless specified otherwise by CGMCS in its notice of intent to terminate, a decision by CGMCS to terminate this Charter School Contract shall be effective June 30th of the academic year in which the notice was given.

**Section 11.10.** The parties may mutually agree to terminate this Charter School Contract at any time prior to its expiration. A joint decision by SLU and CGMCS to terminate this Charter School Contract shall be effective June 30th of the academic year in which the decision is approved by both parties.

## **ARTICLE XII: CLOSURE**

**Section 12.1.** If, for whatever reason, CGMCS is to cease operations and close, SLU will oversee the closure in full compliance with applicable state and federal laws.

**Section 12.2.** SLU's oversight of GCMCS' closure will include the following:

- A. The notification of the closure, within thirty (30) days of the closure decision, to parents and guardians of all students, the local school district, the retirement system in which CGMCS's employees participate, and the State Board of Education;
- B. The orderly transition of student records to new schools and the archival of student records in accordance with applicable state law;



- C. The preservation, archiving, or transferal (as applicable) of relevant business operations, documentation, and personnel records;
- D. The preparation and submission of final financial reports;
- E. The resolution of any remaining financial obligations per applicable state law;
- F. The return of all unobligated assets of CGMCS to DESE for distribution per Missouri statutes and DESE regulations.
- G. Monthly reporting to DESE on the status of the closure procedure.

### **ARTICLE XIII: RENEWAL**

**Section 13.1.** As part of the renewal process, SLU shall conduct a thorough analysis of a comprehensive body of objective evidence, including but not limited to CGMCS' adherence to the academic, operational, and financial stipulations of this contract.

**Section 13.2.** Prior to making a renewal decision, SLU shall provide CGMCS with a cumulative performance report that (a) summarizes the school's performance record over the charter term in accordance with performance expectations in the charter contract; and (b) states the sponsor's summative findings concerning charter school performance and the school's prospects for renewal.

**Section 13.3.** SLU only supports renewal of charter schools that (a) achieve the performance expectations and reach corresponding targets stated in their respective charter contracts; (b) are organizationally and fiscally viable; and (c) adhere to the terms of the contract and applicable laws.

**Section 13.4.** SLU shall promptly notify CGMCS in writing of its renewal or nonrenewal decision, including an explanation of the reasons for the decision.

**Section 13.5.** SLU identifies sponsored charter schools for expedited renewal that have been classified as accredited for three of the last four years and that are fiscally viable. If CGMCS qualifies for expedited renewal, SLU shall establish, publish, and implement a streamlined renewal process that decreases the burden on CGMCS and the amount of time between submission of the renewal application and the SLU's decision. Components of an expedited renewal process may include: fewer application requirements, a more targeted document request, or a shorter renewal site visit.

### **ARTICLE XIV: INDEMNIFICATION**

**Section 14.1.** To the extent authorized by the constitution and laws of the State of Missouri, CGMCS agrees to indemnify and hold SLU, its Board of Trustees 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 SLU upon the accuracy of information provided to it by CGMCS and not caused by the negligence of the University. In addition to the obligations imposed in the preceding sentence, CGMCS agrees that the insurance required by the provisions of Section 160.405.4(4), RSMo and this Charter School Contract shall name Saint Louis University, its Board of

Trustees 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 SLU upon the accuracy of information provided to it by CGMCS.

## **ARTICLE XV: GENERAL TERMS AND CONDITIONS**

**Section 15.1. Assignment.** This Charter School Contract is not assignable by CGMCS without the prior written consent of SLU. This Charter School Contract is not assignable by SLU without the prior written consent of the Board of Directors.

**Section 15.2. 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 15.3. Entire Contract.** This Charter School Contract, including the Revised CGMCS Charter as revised and approved by the board and effective April 6, 2022, incorporated herein, sets forth the entire agreement between SLU and CGMCS 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 15.4. 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. Notwithstanding the preceding, SLU and CGMCS acknowledge that the operation and administration of a charter school and the improvement of educational outcomes over time will require appropriate amendment of this Charter School Contract. In order to assure a proper balance between the need for independent development of CGMCS and the statutory responsibilities of SLU as a sponsoring body, the parties have established a flexible process for amending this Charter School Contract:

- A. CGMCS may, by a majority vote of the Board of Directors, at any time, propose specific changes in this Charter School Contract or may propose a meeting to discuss potential revision of this Charter School Contract. In the event that a proposed change is not immediately accepted by SLU, SLU shall provide an opportunity for CGMCS to make a written and oral presentation to SLU to more fully explain the reasons for the change. SLU has no obligation to accept any proposed amendment.
- B. SLU may, at any time, propose specific changes in this Charter School Contract or may propose a meeting to discuss potential revision of this Charter School Contract. The CGMCS Board of Directors may delegate to an officer of CGMCS or a committee the review and negotiation of changes or amendments to this Charter School Contract. CGMCS has no obligation to accept any proposed amendment.
- C. If, after the effective date of this Charter School Contract, there is a change in applicable law or the standards and requirements of relevant accrediting bodies which alters or amends the responsibilities and/or obligations of either CGMCS or SLU, the parties will meet to discuss amendment or termination of this Charter School Contract.



Any amendment approved by both parties per this Section shall be submitted by SLU to DESE within 30 days.

**Section 15.5. *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 SLU 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 15.6. *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 15.7. *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 15.8. *Force Majeure.*** If any circumstances occur which are reasonably beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be cancelled, if such performance has been rendered impossible by such circumstances.

**Section 15.9. *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 15.10. *Counterparts.*** This Charter School Contract shall be executed in one or more counterparts and all such counterparts shall constitute one and the same instrument.

**Section 15.11. *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; or (iii) the next business day following delivery by facsimile or electronic mail. 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:

*If to SLU:*  
Saint Louis University  
Office of the Provost  
221 N. Grand Blvd. St. Louis, MO 63101  
FAX: 314-977-3079

*with copy to:*

Saint Louis University Vice President and General Counsel  
221 N. Grand Blvd.  
St. Louis, MO 63103

*If to CGMCS:*

City Garden Montessori Charter School  
Attn: Chair, Board of Directors  
1681 Tower Grove Ave  
St. Louis, MO 63110  
FAX: 314-664-4997

## SIGNATURES

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.

*For Saint Louis University:*

Mike Lewis, Provost



Date

04/13/22

*For City Garden Montessori Charter School:*



Donna Smith, Chair, Board of Directors

April 13, 2022

Date