



**CHARTER SCHOOL CONTRACT
BETWEEN THE UNIVERSITY OF MISSOURI-ST. LOUIS AND
THE BIOME**

RECITALS

This Charter School Contract entered into this 1st day of July, 2020 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 THE BIOME, a Missouri nonprofit corporation incorporated pursuant to Chapter 355, RSMo.

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, UMSL 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, The Biome has submitted a request to UMSL that UMSL sponsor The Biome as a charter school, in accordance with the provisions of such statutes;

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

WHEREAS, The Biome’s charter application was accepted by UMSL on October 25, 2019;

WHEREAS, The Biome’s charter application was approved by the Missouri State Board of Education on January 9, 2020;

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. The Biome 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. The Biome 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 The Biome's board of directors shall be employees of UMSL. Meetings of The Biome'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. 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 Acronym 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 160.425 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 The Biome shall not be deemed to be a part of UMSL.

Section 1.4. The Biome acknowledges that UMSL's obligations and responsibilities as the sponsor of the charter school is limited to those obligations and responsibilities set forth herein; acknowledges that neither The Biome 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 university and that The Biome will be open to the review of UMSL research proposals and be willing to engage in projects that will provide mutual benefit to The Biome and UMSL in promoting scientific evidence to improve The Biome specifically and/or education generally.

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 UMSL 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, 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 The Biome, 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, UMSL does not expect to receive any compensation for acting as a sponsor and has not asked for nor received from The Biome any fee of any type for consideration of the application and proposed charter submitted by The Biome. UMSL has not imposed, as a condition for its consideration of the application and proposed charter, a promise of future payment of any kind by The Biome.

Section 1.8. The parties hereto agree that for the safety of all, all members of the governing board and all members of the sponsoring office will undergo criminal background checks and reviews of the family care safety registry, as specified in section 160.400.14, RSMo.

Section 1.9. The parties hereto agree that all charter board members shall submit ethics commission paperwork annually, as specified in sections 105.483 and 105.492, RSMo.

ARTICLE II: STATUTORY COMPLIANCE

Section 2.1. The Biome's charter application, which was approved by the Missouri State Board of Education on January 9, 2020 and includes the charter school description, detailing all provisions in this section, is incorporated as part of this Contract.

Section 2.2. The Biome, at the time it submitted its charter application to UMSL, 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 2.3. The Biome'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 January 9, 2020. A non-exclusive list of application components includes, but is not limited to, the following:

- A. A mission and vision statement for The Biome's charter school;
- B. A description of The Biome's organizational structure and the bylaws of the governing body of The Biome 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;
- G. An outline of the criteria specified in Section 160.405, RSMo designed to measure the effectiveness of the charter school; and
- H. A Performance Contract that establishes standards and yearly goals to be used by both The Biome and UMSL to evaluate progress of The Biome.

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

Section 2.5. The Biome shall comply with all laws and regulations of the state relating to health, safety and minimum educational standards, academic assessment, transmittal of student records, minimum school days and hours.

Section 2.6. The Biome shall be financially accountable, use practices consistent with the Missouri financial accounting manual, provide for an annual audit by a certified public accountant, publish the audit summary and comply with the requirements of ESSA as it relates to federal audit requirements. Details of the charter school operations and budget within the Charter School application are made part of this contract.

Section 2.7. The Biome shall provide a surety bond and provide liability insurance to indemnify the school, its board of directors, its staff and its teachers against tort claims.

Section 2.8. The Biome shall enact a procurement policy and conflict of interest policy and implement cash management and expense allowability procedures in accordance with 2 CFR 200.

Section 2.9. The Biome shall provide a comprehensive program of instruction for the grade level(s) and age(s) specified in its application.

Section 2.10. The Biome 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 UMSL for approval.

Section 2.11. The Biome 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 2.12. The Biome shall participate in statewide assessment, collect and report student enrollment, attendance, and other data to the Department of Elementary and Secondary Education, and cooperate in completing and distributing an annual report card as prescribed in Sections 160.405.4, 160.415.1 and 160.522, RSMo.

Section 2.13. The Biome shall report to UMSL, 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 2.14. The Biome shall assure that the needs of special education students, including those who are homeless, limited English proficient, or have identified learning and physical disabilities are met in compliance with applicable federal and state laws and regulations.

Section 2.15. The Biome shall enroll all pupils resident in accordance with 160.410RSMo

Section 2.16. The Biome 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 2.17. The Biome 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, The Biome shall comply with all provisions of Sections 160.400 through 160.425, RSMo and any amendments thereto.

Section 2.18. The Biome understands that executing any contract with a third-party contractor providing education management or other comprehensive services requires approval of UMSL and requires an amendment to this contract.

ARTICLE III: TERM OF THE CHARTER SCHOOL CONTRACT

Section 3.1. The term of this Charter School Contract shall be from the July 1, 2020 through and including June 30, 2025, 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 UMSL 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 The Biome's application to operate a charter school, UMSL 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. A non-exclusive list of such areas includes but is not be limited to, the following:

- A. The Biome shall submit to UMSL's liaison copies of the posted agenda for all meetings, copies of the minutes of all meetings, and copies of board document packets of all meetings of The Biome's board of directors;
- B. The Biome shall submit to UMSL's liaison results of The Biome's performance on UMSL's annual Performance Contract by the date established by UMSL;
- C. The Biome shall submit to UMSL's liaison, by December 31 of each year, a copy of the required annual financial audit;
- D. The Biome shall submit to UMSL'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. The Biome shall submit to UMSL's liaison, within ten (10) days after The Biome's receipt of same, the results of all The Biome's national norm reference tests or assessments and the results of the Missouri Assessment Program;

- F. The Biome shall submit to UMSL upon request academic growth and progress monitoring data, including, but not limited to, NWEA, STAR or other standardized assessments.
- G. The Biome shall participate in an annual evaluation, including site-visits and conducted by UMSL, or conducted at UMSL's direction, and related initiatives and shall submit to UMSL's liaison all relevant information and data related thereto;
- H. The Biome shall provide to UMSL's liaison, by dates established by UMSL, a copy of all of The Biome policies, including without limitation, policies relevant to compliance with all applicable state and federal laws;
- I. The Biome shall submit to UMSL's liaison, prior to the beginning of each school year, all items required by UMSL prior to the opening of the school year, including a copy of the Student/Parent Handbook that The Biome will utilize during the upcoming school year;
- J. The Biome shall notify UMSL'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 The Biome'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;
- K. The Biome shall notify the UMSL's liaison if and when The Biome's conflict of interest policy has been violated and shall provide information, as reasonably requested by UMSL's liaison, concerning said violation;
- L. The Biome 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; and
 - 2. The establishment of a bank account where state funds are deposited 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 UMSL.
- M. The Biome's Board of Directors will participate in board training developed in coordination with UMSL on an annual basis.

- N. The Biome will cooperate with UMSL to develop and revise as needed a Performance Contract that establishes standards and yearly goals to be used by both The Biome and UMSL to evaluate progress of The Biome.
- O. If so requested by UMSL, The Biome will conduct an annual self-analysis of academic growth for each school year to be submitted to UMSL no later than July 1. These self-assessments must include school-collected data.
- P. UMSL and the governing board and staff of The Biome 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.
- Q. The Biome's user manager will provide appropriate view access to UMSL in all DESE data management and monitoring systems to allow required oversight,
- R. The Biome shall provide view access to UMSL in The Biome's attendance reporting system to allow required oversight.

ARTICLE V: PROBATION AND TERMINATION OF CHARTER SCHOOL CONTRACT

Section 5.1. If UMSL determines that The Biome 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, UMSL may designate The Biome to be in a probationary status for a defined period of time, not to exceed two years. During the probationary period, UMSL may require The Biome to implement a mutually agreed upon remedial plan and outcomes to correct performance deficiencies described in writing by UMSL. If The Biome fails to meet the mutually-agree upon remediation outcomes by the end of the probationary period, UMSL may elect to terminate this Charter School Contract.

Section 5.2. UMSL 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 7.3, and/or Article VIII of this Charter School Contract and as further defined under Missouri law. UMSL 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 Performance Contract, or as reasonably required of The Biome in writing by UMSL; or
- B. Failure to meet generally accepted standards of fiscal management; or
- 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; or
- D. Material or intentional violation of applicable federal or state laws; or

- E. Material or intentional violation of the law or public trust that imperils students or public funds; or
- F. 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 The Biome or UMSL 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 sixty (60) days prior to terminating this Charter School Contract in accordance with the provisions of Article V hereof, UMSL shall notify The Biome's board of directors in writing of the proposed action and the reasons therefore. The Biome's board of directors may request a hearing in writing prior to such termination and within two (2) weeks after receipt of such notice from UMSL.

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 UMSL. Section 160.405.8(4), RSMo provides that final decisions of UMSL 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 UMSL shall be effective until the conclusion of the school year in which such decision to terminate is made by UMSL.

Section 5.6. If UMSL determines that continued operation of the charter school by The Biome 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 UMSL renders its final decision to terminate.

ARTICLE VI: FUNDING SOURCES, TUITION AND FEES

Section 6.1. As a charter school, The Biome 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. The Biome 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, The Biome 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.

Section 7.2. The Biome shall ensure compliance with the Every Student Succeeds Act (ESSA) requirement that instructional personnel paid with Title I funds be certified in the subject area(s) and grade level(s) in which they are teaching.

Section 7.3. The Biome 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. The Biome 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 The Biome and not caused by the sole negligence of the University. In addition to the obligations imposed in the preceding sentence, The Biome 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 Curators of the University of Missouri, the University of Missouri-St. Louis 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 UMSL upon the accuracy of information provided to it by The Biome.

ARTICLE IX: GENERAL TERMS AND CONDITIONS

Section 9.1. *Assignment.* This Charter School Contract is not assignable by The Biome without the prior written consent of the Chancellor of UMSL. This Charter School Contract is not assignable by UMSL or the Board of Curators of the University of Missouri without the prior written consent of the Chair of The Biome'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 UMSL and The Biome 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.

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 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 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:

To UMSL:

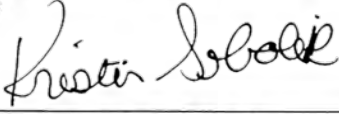
Chancellor's Office
401 Woods Hall
St. Louis, MO 63121

To THE BIOME:

4471 Olive Street
St. Louis, MO 63108

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.

THE CURATORS OF THE UNIVERSITY OF MISSOURI on behalf of the University of Missouri-St. Louis

By: 
Kristin Sobolik, Chancellor

Approved as to
Legal Form





May 11, 2020

Date: 05/18/2020

THE BOARD OF DIRECTORS OF THE BIOME

By: 
Brian Phillips, Board Chair

Date: 5-21-20