

CHARTER SCHOOL CONTRACT  
BETWEEN  
THE MISSISSIPPI CHARTER SCHOOL AUTHORIZER BOARD  
AND  
[SCHOOL]  
DATED AS OF

---

**Contents**

RECITALS ..... 3

SECTION 1: ESTABLISHMENT OF SCHOOL..... 4

SECTION 2: OPERATION OF SCHOOL ..... 6

SECTION 3: SCHOOL FINANCIAL MATTERS..... 14

SECTION 4: PERSONNEL..... 17

SECTION 5: SCHOOL PERFORMANCE & ACCOUNTABILITY ..... 19

SECTION 6: CONTRACT TERM, RENEWAL, & REVOCATION..... 21

SECTION 7: OPERATION OF THE CONTRACT ..... 24

TABLE OF EXHIBITS ..... 30

This AGREEMENT is executed on this day of \_\_\_\_\_ by and between **The Mississippi Charter School Authorizer Board** (MCSAB and/or the “Authorizer”), and \_\_\_\_\_ (the “Applicant(s)”) (collectively, the “Parties”) to establish and operate the \_\_\_\_\_ CHARTER SCHOOL (“Charter School” or the “School”), an independent and autonomous public school pursuant to Mississippi Code Annotated, Title 37, Chapter 28.

## RECITALS

WHEREAS, the “Mississippi Charter Schools Act of 2013,” Miss. Code Ann. § 37-28-1 et seq., authorizes the creation of **the Mississippi Charter School Authorizer Board** (“MCSAB” or “the Authorizer”) to authorize high-quality charter schools, particularly schools designed to expand opportunities for underserved students; and

WHEREAS, the purposes of the “Mississippi Charter Schools Act of 2013” are as follows: (1) to improve student learning by creating high-quality schools with high standards for student performance; (2) to close achievement gaps between high-performing and low-performing groups of public school students; (3) to increase high-quality educational opportunities within the public education system for all, students, especially those with a likelihood of academic failure; (4) to create new professional opportunities for teachers, school administrators, and other school personnel which allow them to have a direct voice in the operation of their schools; (5) to encourage the use of different, high-quality models of teaching, governing, scheduling, and other aspects of schooling which meet a variety of student needs; (6) to allow public schools freedom and flexibility in exchange for exceptional levels of results driven accountability; (7) to provide students, parents, community members, and local entities with expanded opportunities for involvement in the public education system; and (8) to encourage the replication of successful charter schools.

WHEREAS, MCSAB finds that the Charter School’s application is valid, complete, educationally sound, financially well-structured and offers potential for fulfilling the purposes of the Mississippi Charter Schools Act of 2013; and

WHEREAS, MCSAB is authorized, pursuant to Miss. Code Ann. § 37-28-1 et seq., to execute Charter Contracts authorizing the operation of charter schools; and

WHEREAS, MCSAB approved the Application of \_\_\_\_\_ Charter School to operate a charter school, subject to completion of prescribed pre-opening activities and execution of a Charter Contract.

**NOW, THEREFORE, the parties hereto, intending to be legally bound by the terms and conditions set forth herein, enter into the following Agreement:**

## SECTION 1: ESTABLISHMENT OF SCHOOL

### 1.1 **Parties**

- 1.1.1 This Charter Contract is entered into between [REDACTED] Charter School (“**Charter Operator**”) and its **Governing Board of Directors (the “Charter Board”)** and the Mississippi Charter School Authorizer Board (“**the Authorizer**”) for the purpose of establishing and operating [REDACTED] (the “Charter School”). This contract will be referred to herein as an “Agreement” or a “Charter Contract,” and such terms may be used interchangeably.
- 1.1.2 The person authorized to sign on behalf of the Authorizer is the Chair of Mississippi Charter School Authorizer Board.
- 1.1.3 The person authorized to sign this Agreement on behalf of the Charter Operator is [REDACTED] (“Charter Representative”), who must be the President of the Charter Board. The President of the Charter Board affirms as a condition of this Agreement that the Charter Operator’s Board of Directors has authorized him or her to execute agreements, including this Charter Contract, on behalf of the Charter Operator.
- 1.1.4 The Charter Operator affirms, as a condition of this Charter Contract, that the nonprofit corporation is a duly authorized and certifies that all contracts obligating the charter school have been and will be undertaken by the Charter Operator as a nonprofit corporation. Failure to act strictly as a nonprofit corporation shall be grounds for rescission of its charter.

### 1.2 **Location**

- 1.2.1 The Charter Operator shall provide educational services, including the delivery of instruction, at the location(s) listed in **Exhibit A**.
- 1.2.2 The Charter Operator may move its location only after obtaining written approval from the Authorizer, subject to such terms and conditions as may be specified.

### 1.3 **Facility**

- 1.3.1 The Charter Operator shall maintain ownership of, a lease for, or other suitable agreement covering the use of all facilities, and shall ensure that the facilities comply with all state and local health and safety standards and other applicable laws, regulations, and rules.
- 1.3.2 The Charter School will use the facility for the sole purpose of operating a public school as authorized by this Contract. The school may permit use of the facility by persons or groups associated with it for functions and activities consistent with the use of a public school building.
- 1.3.3 The Charter Operator shall provide a copy of the lease, purchase agreement and/or facility agreement upon request by the Authorizer.
- 1.3.4 In the event that an adequate Facility Agreement and/or necessary certificates and permissions are not in place at any time, the Charter Operator may not provide

instruction at the facility. In such event, the Authorizer reserves the right to enforce its revocation rights set forth herein.

- 1.3.5 If use by the Charter School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct/renovate or upgrade a facility cannot be secured, the Authorizer shall not be obligated to provide an alternative facility for use by the Charter School.
- 1.3.6 The Charter Operator shall be responsible for the construction/renovation and maintenance of any facilities owned or leased by it. The Charter Operator shall comply with all applicable local, state, and federal laws and codes regarding school facility maintenance and upkeep.
- 1.3.7 The Charter Operator shall be responsible for ensuring compliance with all ADA accessibility requirements.

**REMAINDER OF PAGE INTENTIONALLY BLANK**

## SECTION 2: OPERATION OF SCHOOL

### 2.1 Purpose

- 2.1.1 The Charter Operator shall provide educational services according to the educational standards established by law and this Agreement; measure student progress toward stated goals; and participate in student assessments required by state and federal law, regulation, and the Authorizer's policies. The Charter Operator shall manage the charter school in a financially prudent manner and provide the Authorizer with timely and accurate reporting.
- 2.1.2 Operation of the charter school by the Charter Operator shall not begin until completion of all prescribed pre-opening activities have been met and approved by the the Authorizer.

### 2.2 Public School Status

- 2.2.1 The Charter School shall be considered a public school and is subject to the same civil rights, health, and safety requirements applicable to noncharter public schools, except as otherwise set forth in the Mississippi Charter Schools Act, Miss. Code Ann. §37-28-1 et seq.
- 2.2.2 Pursuant to Miss. Code Ann. §37-28-45(6), charter schools are not exempt from the statutes listed in **Exhibit B**.

### 2.3 Governance

- 2.3.1 The Charter School shall be organized as a nonprofit organization and governed by a board ("Charter Board") in a manner that is consistent with the terms of this Contract so long as such provisions are in accordance with state, federal, and local law.
- 2.3.2 The Charter Operator and its Charter Board are responsible for complying with and carrying out the provisions of this Agreement, including compliance with applicable laws and regulations and all reporting requirements. This provision shall not be construed to give rise to personal liability of individual board members in instances where the law would not impose such personal liability.
- 2.3.3 The Charter Board of the Charter Operator will adopt Articles of Incorporation and bylaws for the Charter Operator and operate in accordance with such bylaws. Any modification of the bylaws (is considered a **material** amendment and) must be submitted to the Authorizer within five (5) business days of approval by the **Charter Board**.
- 2.3.4 The school's Charter Board's bylaws shall include, but not be limited to, the adoption of and adherence to a formal conflict of interest policy that is consistent with applicable law.
- 2.3.5 Composition of the Charter Board shall at all times be determined by and be consistent with the Articles of Incorporation and bylaws and all applicable law and policy. The Charter Board shall notify the Authorizer of any changes to the Board Roster within five (5) business days of their taking effect and provide an amended Board Roster.

- 2.3.6 Meetings of the Charter Board of the Charter Operator and any committee or subcommittee thereof shall be conducted in accordance with the Mississippi Open Meetings Act, §25-41-1 et seq.
- 2.3.7 The Charter Operator and its Charter Board shall have final authority and responsibility for the academic, financial, and organizational performance of the school. This provision shall not be construed to give rise to personal liability of individual board members in instances where the law would not impose such personal liability.
- 2.3.8 The Charter Operator shall be the final authority in matters affecting the Charter School, including, but not limited to, staffing, financial accountability, and curriculum, except as otherwise provided in this contract and as provided by applicable law and by policies promulgated by the Authorizer. Nothing herein shall prevent the Charter Operator from delegating decision-making authority for policy and operational decisions to officers, employees, and agents of the Charter School.
- 2.3.9 Should the Charter Operator propose to enter into a contract with an “Education Service Provider,” as defined in law to manage and operate the Charter School, the Charter Operator shall submit a copy of the proposed contract to the Authorizer for approval and comply with Miss. Code Ann. §37-28-41. The Charter Operator also agrees to submit any other information requested by the Authorizer regarding the management arrangement, including but not limited to, a description of the Education Service Provider with identification of its principals and their backgrounds. The Charter Operator shall not enter into a management contract without the Authorizer’s approval. A copy of any management contract entered into by Charter Operator and approved by the Authorizer shall be incorporated into this Agreement as **Exhibit K**.

Any education service provider (ESP), which provides comprehensive management for a charter school, must be a nonprofit education organization.

#### 2.3.10 **Affiliation**

In no event shall the Charter Board, at any time, be composed of voting members of whom the majority are directors, officers, employees, agents, or otherwise affiliated with any single entity.

#### 2.4 **Educational Program – Essential Terms**

- 2.4.1 The Charter School shall fulfill the mission, the vision, and the Essential Terms of the school listed in **Exhibit C**. The Charter School may not modify the items listed in Exhibit C without an approved amendment from the Authorizer.
- 2.4.2 The Charter School shall implement the curriculum described in the charter application, supplemented with such other curricula to the extent that such curricula meet or exceed state and/or the Authorizer’s standards.
- 2.4.3 Subject to the conditions of this Agreement and fulfillment of the criteria listed in **Exhibit C**, the Charter Operator shall have the authority and responsibility for refining the design and implementation of its educational program, subject to the

conditions of this Agreement, in a manner that is consistent with state law.

- 2.4.4 The Charter School shall base its instructional program on Mississippi's state standards, including the Mississippi College and Career-Ready Standards as required by Miss. Code Ann. §37-28-15.

## 2.5 **Grade Range; Number of Students**

- 2.5.1 The Charter Operator shall provide instruction to students in such grades and numbers in each year of operation under the Agreement as described in the Charter School's Grade Level Enrollment Projection Table incorporated into this Agreement as **Exhibit D**.
- 2.5.2 The Charter Operator shall not enroll more than 120 percent of the total number of students that it is authorized to enroll pursuant to the Charter School's Enrollment Projection Table.
- 2.5.3 The Charter Operator may make reasonable modifications within the grade levels approved as set forth in the Charter School's Enrollment Projection Table as to the number of students in any particular grade, and number of students within a class to accommodate staffing exigencies and attrition patterns, but may not without **an approved amendment** eliminate or add any grades to the Charter School's Enrollment Projection Table.

## 2.6 **Student Recruitment and Enrollment**

- 2.6.1 The Charter School Enrollment Policies and Procedures attached as **Exhibit E** must be used as guidance in the creation and modification of the School Recruitment and Enrollment Plan. Enrollment in the school shall be conducted pursuant to the Charter School's Recruitment and Enrollment Plan, which was developed by the Charter Operator and which must be in compliance with the School Enrollment Policies and Procedures and **applicable state law**. In all cases, student recruitment and enrollment decisions shall be made in a nondiscriminatory manner and without regard to race, creed, color, ethnicity, sex, disability, national origin, religion, gender, income level, minority status, limited English proficiency, ancestry, need for special education services, or academic or athletic ability.
- 2.6.2 The Charter Operator shall enroll the required amount of underserved students in accordance with Miss. Code Ann. § 37-28-23(5). The Charter Operator shall enroll the percentage of underserved students as described in the Charter School's Required Percentage of Underserved Table incorporated into this Agreement as **Exhibit F**.
- 2.6.3 If the Charter School does not meet the required standard, the Authorizer must consider the Charter School's recruitment efforts and the underserved student composition **of the applicant pool** in determining whether the Charter School is operating in a discriminatory manner.
- 2.6.4 A finding by the Authorizer that the Charter School is operating in a discriminatory manner in admissions its practices shall be grounds for termination of the Charter Contract. The Authorizer, prior to termination of the contract, may take remedial steps short of revocation in accordance with its policies.



## **2.7 Calendar and Attendance**

- 2.7.1 The Charter School shall adopt a school calendar that complies with Miss. Code Ann. § 37-13-63(1) which prescribes the minimum number of days which public schools must be kept in session during a scholastic year.
- 2.7.2 Attendance of students at the Charter School shall be in compliance with Mississippi's Compulsory Attendance Law, Miss. Code Ann. § 37-13-91.

## **2.8 Student Handbook**

- 2.8.1 The Charter Operator shall implement a Student Handbook, developed by the Charter Operator, and shall disseminate the Student Handbook to students and parents each school year. The Charter Operator's Student Handbook shall include, but not be limited to the Charter School's Student Code of Conduct, Complaint Policy, and Discipline Management Plan, each of which must be in compliance with applicable federal and state laws and the Authorizer's guidance, policy and/or procedures. The Charter School's Student Handbook shall be submitted to the Authorizer in accordance with timelines and procedures established by the Authorizer. The Charter School may be evaluated based on compliance with the provisions of the Charter School's Student Handbook, to the extent that such provisions do not violate federal or state law or the Authorizer's policy.

## **2.9 Student Code of Conduct and Discipline Management Plan**

- 2.9.1 The Charter Operator shall maintain and implement written rules and procedures for student discipline, including clear guidelines for suspension and expulsion, and which may be reviewed by the Authorizer. Such rules and procedures must be consistent with all applicable state and federal law. Those provisions regarding suspension and expulsion must meet all requirements for due process, provision of alternative instruction, federal laws and regulations governing the placement of students with disabilities **and reporting**. Any material modifications of the disciplinary code shall be approved by the Charter Board of the Charter Operator prior to such modifications becoming effective.

## **2.10 Complaint Policy**

- 2.10.1 The Charter Operator shall implement and maintain a complaint policy to receive and handle complaints brought against the Charter School and/or the Charter Operator. The Complaint Policy shall be included in the Charter School's Student Handbook. The complaint process implemented by the Charter Operator shall be consistent with applicable law and due process. A copy of the Charter Operator's complaint policy shall be distributed to the parents and/or guardians of students enrolled in the School, and made readily available to all others requesting a copy.

## **2.11 Student Progression and Graduation**

- 2.11.1 The Charter Operator shall implement and adhere to student performance and progression standards developed in accordance with state laws and the Authorizer's guidance and/or policy. The Charter School will meet or exceed the same graduation requirements as all other Mississippi noncharter public schools.

## **2.12 Student Welfare and Safety**

2.12.1 The Charter School shall comply with all applicable federal and state laws, concerning student welfare, safety and health, including but not limited to, state laws regarding the reporting of child abuse, accident prevention and disaster response, fire safety, and any state regulations governing the operation of school facilities.

## **2.13 Transportation**

2.13.1 The Charter Operator shall provide transportation consistent with a transportation policy that shall be submitted to and approved by the Authorizer prior to the operation of the charter school. Once approved by the Authorizer, the transportation policy, by reference, shall be deemed a part of this Contract. The Charter School **may not modify the transportation policy** without approval from the Authorizer.

## **2.14 Nonsectarian Status**

2.14.1 The Charter School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.

## **2.15 Student Records**

2.15.1 The Charter Operator shall comply with any and all record-keeping requirements of the Authorizer and state law and regulation and shall provide, upon request by the Authorizer, any reports or student records, including, but not limited to, immunization records, class schedules, records of academic performance, disciplinary actions, attendance, standardized test results, and documentation required under federal and state law regarding the education of students with disabilities.

2.15.2 The Charter Operator shall comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C.A §1232g.

2.15.3 If this Charter Agreement is terminated, the Charter is revoked or surrendered, or the school otherwise ceases to operate, all student records shall be immediately secured and transferred according to the policy determined by the Authorizer. The Charter Operator shall supply in a timely manner all reports, test results, and other information that are required under this Agreement, state law, and the Authorizer's policy and regulations in accordance with timelines and processes established by the Authorizer .

2.15.4 The Charter Operator shall provide for the transfer of the education records, including special education records, of any student who was enrolled at the school upon the written request of any authorized person on behalf of an educational facility within or outside of the state of Mississippi, where the student has become enrolled or is seeking enrollment.

2.15.4.1 The transfer of such records, whether by mail or otherwise, shall occur not later than ten (10) business days from the date of receipt of the written request.

2.15.4.2 If a student has been expelled, the transferred records shall include the dates of the expulsion and the reasons for which the student was expelled.

2.15.5 The Charter Operator shall maintain records of all students transferring into the charter school and withdrawing from the Charter School as required by state law.

**2.16 Reporting**

2.16.1 The Charter Operator shall supply in a timely manner all reports, data, test results and other information required under this Agreement, state and federal law or the Authorizer's policy and regulations, or requested by the Mississippi Department of Education ("MDE"), in accordance with timelines and processes established by the Authorizer and MDE.

2.16.2 The Charter Operator agrees to submit all reports and other information in the manner prescribed by the Authorizer, which may include the use of a document-storage and management system and an oversight and compliance management system.

**2.17 Assessment of Student Performance and Procedures for Corrective Action**

2.17.1 The Charter Operator shall implement the plan for assessment of student performance, administration of state-wide assessments, and procedures for corrective action as required by state law, the Authorizer's policy, and the MDE. The Charter School shall participate in all student assessment required by state and federal law, the Authorizer and MDE policy and regulations.

**2.18 Education of Students with Exceptionalities**

2.18.1 The Charter Operator will comply with the applicable requirements of federal and state law and the Authorizer's policy concerning the education of children with exceptionalities, including the requirements of the Individuals with Disabilities Education Act (20 U.S.C. §1401 et seq.), the Americans with Disabilities Act (42 U.S.C. §12101 et seq.), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), and related provisions of the Charter School Enrollment Policies and Procedures (**Exhibit E**).

2.18.2 Pursuant to Miss. Code Ann. § 37-28-39(6), the Charter School serves as the local educational agency ("LEA") for the purposes of any special education funding or statutory definitions.

2.18.3 Subject to the approval of the Authorizer, the Charter School may negotiate and enter into a contract with the local school district for the provision of and payment for special education services in compliance with Miss. Code Ann. § 37-28-55(3).

**2.19 Volunteer Requirements**

2.19.1 Any requirement that parents commit a number of volunteer hours shall be subject to a waiver process that considers individual family circumstances. The Charter Operator shall not condition the enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours or on otherwise donating volunteer hours to the Charter School.

## **2.20 Oversight Authority**

2.20.1 The Authorizer shall have oversight authority over the Charter School pursuant to Miss. Code Ann. § 37-28-1 et seq. Such oversight authority shall include the right of the Authorizer to require the Charter Operator to undertake and complete corrective action in the event that there is a reasonable basis to believe that the Charter Operator may have violated any federal or state laws, the Authorizer's policy, or any of the terms or conditions of this Charter Agreement. All records established and maintained in accordance with the provisions of this Agreement, the Authorizer's policies and/or regulations, and federal and state law shall be open to inspection by the Authorizer.

## **2.21 School Tours and Site Visits**

2.21.1 The Charter Operator shall allow representatives from the Authorizer and its contractors, the MDE, the Mississippi Office of the State Auditor, law enforcement officials, or any other federal, state or local regulatory agency to visit the school site at any time to inspect operations and performance and to ensure compliance with all applicable laws and regulations, the terms of this Agreement, and the terms of state and federal grants. The Charter Operator shall allow the visiting officials full and immediate access to its financial and educational records, reports, files, and documents of any kind.

## **2.22 Production of Documents**

2.22.1 Representatives of the Charter Operator or the administrator of the Charter School shall produce all documentation and information requested by the Authorizer, the Mississippi Office of the State Auditor, law enforcement officials, contracted evaluators, or any other federal, state, or local regulatory agency within three (3) business days of a request, if not prohibited by FERPA. The production of documents requested pursuant to this provision shall be distinguished from requests for documents made during school tours and/or site visits.

## **2.23 Attendance Required of Charter Operator and/or its Employees**

2.23.1 Members and employees of the Charter Operator shall attend all training sessions required by the Authorizer .

2.23.2 The Charter Operator, or a representative of the Charter Operator, shall attend all meetings, virtual or in person, in which the Authorizer requests its presence. These meetings shall include, but are not limited to, meetings with the Authorizer staff and/or MDE staff, the Authorizer's committee meetings, and the Authorizer's board meetings.

## **2.24 Health Services and Protections**

2.24.1 The Charter Operator shall provide appropriate health services and safety protections consistent with applicable federal and state law and the Authorizer policy.

## **2.25 Non-Discrimination**

- 2.25.1 The Charter Operator agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; and the Americans with Disabilities Act of 1990.
- 2.25.2 The Charter Operator agrees not to discriminate against any person and will render services under this contract without regard to race, creed, color, sex, disability, national origin, religion, veteran status, and political affiliation.
- 2.25.3 Any act of discrimination committed by the Charter Operator or its agents, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

## **2.26 Notification Requirements**

- 2.26.1 The Charter Operator shall notify the Authorizer within two (2) business days of any conditions that may cause the Charter School to vary from the terms of its approved charter or from state law, federal law, or the Authorizer's policies or requirements.
- 2.26.2 The Charter Operator shall notify the Authorizer in a timely manner of any circumstances requiring the temporary or permanent closure of the Charter School in the event of including, but not limited to, a natural disaster, such as a hurricane, tornado, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the school facility.
- 2.26.3 The Charter Operator shall notify the Authorizer within two (2) business days of the arrest of any members of the Charter Operator's Governing Board, employees, contractors, subcontractors, or any person directly or indirectly employed by the Charter Operator for a crime listed in Miss. Code Ann. §45-33-23(g) or any crime related to the misappropriation of funds or theft.
- 2.26.4 The Charter Operator shall notify the Authorizer within two (2) business days of its default on any obligation, which shall include debts for which payments are past due by ninety (90) days or more.
- 2.26.5 The Charter Operator shall remain in good standing as a registered nonprofit organization and shall immediately notify the Authorizer of any change in its standing.
- 2.26.6 If the Charter Operator has contracted with a charter management organization (ESP) and such contract is terminated or not renewed, the Charter Operator shall provide written notification to the Authorizer within two (2) business days stating the reasons for the termination of the relationship.
- 2.26.7 Failure of the board to notify the Authorizer about loss of the charter management organization (ESP) within two (2) business days may result in the Authorizer rendering the charter operator or a majority of its board members ineligible to operate a charter school in future years.

### **SECTION 3: SCHOOL FINANCIAL MATTERS**

#### **3.1. Funding**

- 3.1.1 Prior to the beginning of each new fiscal year, the Charter Operator shall report and follow procedures required by the Authorizer to determine enrollment projections for the upcoming school year.
- 3.1.2 The Charter School shall be funded pursuant to Miss. Code Ann. §37-28-55.
- 3.1.3 Mississippi Adequate Education Program payments will be transferred to the Charter Operator at the same time and manner as adequate education program payments are made to local school districts under Miss. Code Ann. §37-151-101 and §37-151-103. The Charter School will report student, staff and financial information in the manner prescribed by the Authorizer.
- 3.1.4 The Charter School shall function as a local education agency (LEA) for the purpose of applying for state and federal funds, receipt of funds, compliance with funding requirements, and shall be responsible for submitting its own application for funds.
- 3.1.5 The Charter School is eligible for all federal program funding for which regular public school districts are eligible. The charter school will be notified of this eligibility and the application procedures and timelines by individual program offices within MDE.
- 3.1.6 The Mississippi Charter School Authorizer Board shall receive three percent (3%) of annual per-pupil allocations received by a charter school from state and local funds in order to cover the costs of overseeing charter schools in accordance with the Mississippi Charter Schools Act.
- 3.1.7 The Charter Operator acknowledges that each year funding will be based on the projected student enrollment in the charter contract. The amount of funding will be reconciled at the end of each year of operation and any necessary adjustments must be made to payments during the school's following year of operation.
- 3.1.8 Any funds received by the Charter School from any source remaining in the Charter School's accounts at the end of a budget year must remain in the Charter School's accounts for use by the Charter School during subsequent budget years.
- 3.1.9 Notwithstanding the foregoing, the Charter Operator acknowledges that the Authorizer may, at its discretion, direct MDE to withhold funds to charter schools that do not submit requested data to the Authorizer, the Authorizer staff, the Mississippi Department of Education, and/or contracted evaluators by designated deadlines, provided that such deadlines shall have been provided to the Charter Operator in writing, via a policy or by any other means, in advance of any such withholding of funds.

### 3.2 **Financial Accounting and Reporting**

The School shall comply with all applicable state financial and budget rules, regulations, and financial reporting requirements, as well as the requirements contained in the Authorizer's School Performance Framework incorporated into this contract by reference.

3.2.1 The Charter Operator shall be responsible for the Charter School's operation, including the preparation of a budget. The Charter Operator shall submit a budget directly to the Authorizer in a manner and at the times prescribed in the Charter School Fiscal Oversight Policy promulgated by the Authorizer, attached hereto as **Exhibit G**.

3.2.2 The Charter Operator shall comply with all rules, guidelines, and regulations adopted by the Authorizer prescribing forms and practices for budgeting, accounting, and financial reporting including, but not limited to, those prescribed in the Charter School Fiscal Oversight Policy promulgated by the Authorizer, and attached hereto as **Exhibit G**.

3.2.3 The Charter Operator agrees to submit any amended budgets or other requested financial documents according to the guidelines developed by the Authorizer.

The Charter Operator shall undergo an annual independent financial audit conducted at its own expense and submitted it to the Mississippi Charter School Authorizer Board. The audit shall be conducted either by the State Auditor or a certified public accountant approved by the State Auditor. The certified public accountant may not be selected to perform the annual audit of a charter school if that accountant previously has audited the charter school for more than three (3) consecutive years. The Charter Operator shall file a copy of the audit report and accompanying management letter with the Authorizer in compliance with Miss. Code Ann. § 37-28-57(2) by September 15 each year. If such audit is not received by September 15th of each year, it shall be considered a material violation of the terms of this contract and may be grounds for revocation or other remedy as provided by this agreement.

3.2.4 The Charter Operator shall maintain records in a manner that reflects compliance with this Charter Contract and generally accepted accounting principles.

3.2.5 Assets, funds, liabilities, and financial records of the Charter School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization unless approved in writing by the Authorizer.

### 3.2.6 **Tuition and Fees**

3.2.7 The Charter Operator shall not charge any student tuition, an attendance fee, or a fine of any kind. Any other fee shall be subject to a waiver process that considers individual family circumstances. The Charter Operator shall not condition the enrollment, registration, earning of credit, or receipt of grades of any student on the payment or nonpayment of fees.

### **3.2.8 Financial and Operational Records**

- 3.2.9 All records of the Charter School are subject to inspection and production as set forth in this Agreement and as required by the Mississippi Public Records Act. If this Agreement is terminated, the Charter is revoked or surrendered, or the Charter School otherwise ceases to operate, the possession of all records of the school shall be immediately transferred to MCSAB.

### **3.3 Assets**

- 3.3.1 Any assets acquired by the Charter Operator are the property of the Charter School for the duration of this Agreement and any renewal of the Agreement. If this Agreement is terminated, the charter is revoked or surrendered or the school otherwise ceases to operate, all assets purchased with governmental funds shall revert to the local school district in which the Charter School is located.
- 3.3.2 The Charter Operator shall maintain a complete and current inventory of all school property that complies with state and federal laws and any guidance and/or policy developed by the Authorizer.
- 3.3.3 The Charter Operator shall be responsible for adequately safeguarding all assets purchased with any public funds and shall produce evidence of such upon request by the Authorizer.
- 3.3.4 If the Charter School fails to open and serve students or closes for any reason, including the revocation of its Charter or a voluntary surrender of the Charter, the Charter Operator shall refund to the local school district in which the school is located all unspent government funds, unspent earnings from those funds, and assets purchased with government funds; shall not pay any debts with such funds, whether incurred before or after the failure to open and serve students or the closure of the charter school; and shall make no other disposition whatsoever of such funds or equipment except as specifically permitted by the Authorizer pursuant to a written agreement separate from this Charter School Contract and its Exhibits. If any such separate written agreement is negotiated between the Authorizer and the Charter Operator, the Authorizer shall consider the financial impact that Charter Operator's debts may have on other schools operated by the Charter Operator.
- 3.3.5 If the Charter School fails to open and serve students or closes for any reason, the Charter Operator shall immediately refund all equipment and cash on hand attributable to federal funding to the appropriate division within the U.S. Department of Education or to any other federal funding source, except as specifically permitted by the Authorizer pursuant to a written agreement separate from this Charter School Contract and its Exhibits.
- 3.3.6 The Charter Operator shall maintain records of any assets acquired with funds from nongovernmental sources. If a charter school fails to open and serve students or closes for any reason, unspent funds from nongovernmental sources, unspent earnings from those funds, assets purchased with those funds and debts of the school must revert to the nonprofit organization operating the school and may be disposed of according to applicable laws for nonprofit organizations. If the Charter



Operator's accounting records fail to clearly establish whether a particular asset was purchased with government funds or nongovernmental funds, ownership of the asset will revert to the local school district in which the charter school is located.

### **3.4 Insurance**

- 3.4.1 The Charter Operator shall provide a description of the insurance coverage the school will obtain according to application requirements including but not limited to workers' compensation, liability, property, indemnity, directors and officers, and automobile insurance.
- 3.4.2 The Charter Operator shall obtain property insurance for buildings being used by the Charter Operator to fulfill the purposes of this contract and any contents purchased by the Charter Operator with state or federal funds. The property insurance obtained by the Charter Operator shall provide the Authorizer with the ability to file a claim for any loss of property purchased with state or federal funds.
- 3.4.3 As evidence of compliance with the insurance required by this Charter Contract, the Charter Operator shall annually provide the Authorizer with current certificates of insurance signed by an authorized representative of the insurer(s). The certificates shall evidence that policies providing the required coverage, conditions and limits are in full force and effect.

## **SECTION 4: PERSONNEL**

### **4.1. Employment Matters**

- 4.1.1 The Charter Operator shall employ and contract with necessary personnel. It shall implement a personnel policy that addresses such issues as hiring of personnel, terms of employment, and compensation consistent with that contained in the Charter Application. The parties agree that teachers and other staff employed by the Charter Operator are not employees of the Authorizer.
- 4.1.2 The Charter Operator shall provide any training required by state or federal law that applies directly to the Charter School.
- 4.1.3 The Charter Operator must provide employees the same general rights and privileges as other public school employees, except such employees are not: (1) covered under the Education Employment Procedure Law (Miss. Code Ann. § 37-9-103); (2) subject to the state salary requirements prescribed Miss. Code Ann. § 37-19-7; and (3) members of the Public Employees' Retirement System.

### **4.1.4 Instructional Providers and Administrators**

- 4.1.5 The Charter Operator shall employ or otherwise utilize in instructional positions only those individuals who are credentialed in accordance with applicable federal laws, rules, and regulations. The Charter Operator shall employ staff in accordance with any licensure and credential requirements listed in Miss. Code Ann. § 37-28-47.
- 4.1.6 The Charter Operator shall evaluate all administrators and instructional providers as required by applicable state law.

- 4.1.7 All instructional providers and administrators shall comply with the Mississippi Educator Code of Ethics Policy adopted by the the Authorizer, and attached hereto as **Exhibit H**.
- 4.1.8 **Paraprofessionals**
- 4.1.9 Paraprofessionals employed by the Charter School shall meet all qualification requirements imposed by applicable federal and state law, rules, and regulations.
- 4.1.10 **Criminal History Review**
- 4.1.11 The Charter Operator shall conduct a criminal history review through the Mississippi Department of Public Safety for each individual the Charter Operator intends to hire. The qualification of any employee shall be determined in accordance with Miss. Code Ann. § 37-28-49.
- 4.1.12 The charter school shall not hire a person who has been convicted of, plead guilty to, or has pleaded nolo contendere to a crime listed in Miss. Code Ann. §45-33-23(g) as a teacher, substitute teacher, bus driver, substitute bus driver, janitor, school security personnel, cafeteria personnel, volunteer, or a school employee who might reasonably be expected to be placed in a position of supervisory or disciplinary authority over school children unless approved in writing by the Authorizer depending on mitigating circumstances presented by the prospective employee.
- 4.1.13 No person employed or otherwise associated with the Charter School, including any contact person listed on the charter school application or any member of the Charter Board, who has been convicted of or has pleaded nolo contendere to a crime related to misappropriation of funds or theft, shall be engaged in direct processing of charter school funds.
- 4.1.14 The Charter Operator shall adhere to all policies/procedures adopted by the Authorizer concerning criminal history review for public school employees, as well as other persons associated with the charter school who are engaged in direct processing of charter school funds.
- 4.1.15 The Charter Operator shall also include in its personnel policy the procedure adopted by the the Authorizer for reporting infractions as required by Miss. Code Ann., Section 37-3-2 and incorporated into this agreement as **Exhibit H**.

## **SECTION 5: SCHOOL PERFORMANCE & ACCOUNTABILITY**

### **5.1 Performance and Accountability**

- 5.1.1 The Charter Operator and Charter School's performance shall be evaluated in conformity with the academic, financial, organizational standards set forth in the **Mississippi Charter School Performance Framework** ("Performance Framework"), which is hereby made a part of the charter school contract by reference. For purposes of contract renewal, and revocation decisions, and other evaluations of the Charter School's performance, the Authorizer will rely primarily on the performance standards set forth in the Performance Framework. The

specific terms, form and requirements of the Performance Framework may be modified or amended to the extent required to align with changes to applicable state or federal accountability requirements, as set forth in law. In the event that any such modifications or amendments are required, the Authorizer will use best efforts to apply expectations for school performance in a manner consistent with those set forth in the Performance Framework as initially established in the Charter. The Charter Operator acknowledges that the performance standards set forth in the Performance Framework are subject to change throughout the term of the Agreement, and agrees to be evaluated by standards in the Performance Framework at the time of the evaluation. The Authorizer will give timely notice to the Charter Operator and Charter School upon a change, amendment, or other modification to the Performance Framework.

- 5.1.2 The Mississippi Charter School Performance Framework shall supersede and replace any and all assessment measures, educational goals and objectives, financial operations metrics, and organizational performance metrics set forth in the **application** and not explicitly incorporated into the Performance Framework. The specific terms, form, and requirements of the The Mississippi Charter School Performance Frameworks, including any required indicators, measures, metrics, and targets required by applicable state and federal accountability requirements, are determined by the Authorizer and are binding on the Charter Operator.
- 5.1.3 The Charter Operator shall be subject to a review of the School and its Academic, Organizational and Financial Performance in relation to the indicators, metrics, and targets set forth in the Performance Framework at least annually and shall provide the basis upon which the Authorizer will decide whether to renew the School's Charter at the end of the Charter term.
- 5.1.4 Annual performance targets must be set by the Charter Operator in conjunction with the Authorizer and must be designed to help each school meet applicable federal, state, and authorizer expectations.
- 5.1.5 The Performance Framework must allow the inclusion of additional rigorous, valid and reliable indicators proposed by the Charter School to augment external evaluations of its performance; however, the Authorizer must approve the quality and rigor of any indicators proposed by the Charter School.
- 5.1.6 The Charter Operator and Charter School shall be subject to ongoing monitoring activities in accordance with the Performance Framework and the Authorizer's policies.
- 5.1.7 The Parties intend that, where this Charter references or is contingent upon state or federal accountability laws, that they be bound by any applicable modification or amendments to such laws upon the effective date of said modifications or amendments.
- 5.1.8 Meets or Exceeds standards are desired and annual designations on the performance framework of less than Meets or Exceeds will result in an intervention as provided for in the Intervention Protocol section of the Mississippi Charter School Performance Framework

## **SECTION 6: CONTRACT TERM, RENEWAL & REVOCATION**

### **6.1.1 Term.**

6.1.2 The term of this Charter School Contract shall be effective upon complete execution by both parties and will terminate on \_\_\_\_\_, unless terminated earlier as provided herein or revoked under applicable law and regulation.

### **6.2 Renewal**

6.2.1 Prior to the expiration of the current Charter Contract, the Charter Contract may be renewed at the discretion of MCSAB pursuant to applicable provisions of Miss. Code Ann. §37-28-33 and MCSAB policy.

6.2.2 The charter school's performance in relation to the indicators, measures, metrics, and targets set forth in the Mississippi Charter School Performance Framework shall provide the basis upon which MCSAB will decide whether to renew the School's Charter Contract at the end of the Charter term.

### **6.3 Revocation**

6.3.1 The Charter Contract may be terminated or revoked for failure to meet the goals, objectives, content standards, pupil performance standards, applicable federal requirements, bankruptcy or insolvency of the Charter School, or other terms identified in the Charter Contract.

6.3.2 As provided by law, the Authorizer must terminate, or revoke this Agreement at any time upon a determination that the Charter Operator, its board members, officers, or employees did any of the following:

6.3.2.1 Committed a material and substantial violation of any of the terms, conditions, standards, or procedures required in this Agreement;

6.3.2.2 Failed to meet or make sufficient progress toward the performance expectations set forth in the charter contract and described in Section 5.1.

6.3.2.3 Failed to meet generally accepted standards of fiscal management; or

6.3.2.4 Substantially violated any provision of law or policy applicable to a charter school, its officers, or employees.

6.3.2.5 This Agreement shall be revoked in compliance with the procedures outlined for revocation proceedings in Miss. Code Ann. §37-28-33 and the Authorizer's policy.

6.3.3 This Charter Contract may be terminated immediately and the Charter revoked if the Authorizer determines that the health, safety, or welfare of the students is threatened. The Authorizer must provide written notice of termination, which shall include its findings and basis for termination. The termination and revocation shall be effective upon receipt of the Notice of Termination by the Charter Operator.

- 6.3.4 The Authorizer may impose other appropriate remedies for breach of the Charter Contract including, but not limited to, revocation of any waiver(s) and withholding of funds.

6.4 **Termination by the School**

- 6.4.1 In consultation with the Authorizer, at the close of any school year and upon written notice to the Authorizer at least thirty (30) days before the end of the school year, the Charter Operator may terminate the Charter Contract before the end of the contract term.

6.5 **Closure**

- 6.5.1 In the event that the Charter School should cease operations for any reason, including termination of this Agreement, surrender, revocation, or non-renewal of the Charter, or dissolution of the non-profit corporation, the Charter Board of the Charter School shall have direct responsibility for carrying out the dissolution of the school and disposition of assets in accordance with the **School Closure Protocol** developed by the Authorizer in accordance with Miss. Code Ann. §37-28-35. The Authorizer shall have authority to supervise, oversee, or direct the dissolution of the charter school and the disposition of assets of the charter school.
- 6.5.2 If the Charter School permanently closes and ceases its operations, the Charter School shall comply with Miss. Code Ann. §37-28-35 and proceed according to the Authorizer's School Closure Protocol.
- 6.5.3 Upon the Charter Operator's receipt of written notice of termination, and throughout the period of Charter School operation between the notice of termination and school closure, if any, the Charter Operator shall (i) comply with the School Closure Protocol and applicable provisions of law and perform all obligations necessary thereto, (ii) designate a representative of the Charter Operator who shall retain responsibility for the security of and access to all Charter School records, including student records, (iii) provide the means and capability to access Charter School records, including student records, as designated in writing, and (iv) fully cooperate with the Authorizer and the Mississippi Department of Education, who shall have unrestricted and equal access to Charter School records, including student records during the period prior to the closure of the Charter School. Upon termination and closure, the Charter Operator shall secure all Charter School records, including student records, in the possession of the Charter School and shall grant to the Authorizer access to records requested by the Authorizer. The Authorizer may take possession of such records, and upon taking possession of such records shall thereafter fulfill any and all statutory and contractual duties concerning the Charter School records, including the student records which are within the Authorizer's possession; provided that in performing the Charter Operator's legal or contractual duties, the Charter Operator shall comply with applicable law, and the School Closure Protocol. The Charter Operator shall take all reasonable steps necessary to collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the school so that those records may be transmitted to MCSAB.

**PAGE INTENTIONALLY BLANK**

## SECTION 7. OPERATION OF THE CONTRACT

### 7.1. **Entire Agreement**

- 7.1.1 The Charter Operator and the Authorizer intend this Agreement, including all of the Exhibits, to represent a final and complete expression of their contract, which shall be considered the school's Charter; except that the parties recognize that amendments to this Agreement may be approved from time to time hereafter. All prior representations, understandings, and discussions are merged herein, and no course of prior dealings between the parties shall supplement or explain any terms used in this document.

### 7.2 **Notice**

- 7.2.1 All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing **of any change of address.**

In the case of the Charter Operator:

---

Current address of the Charter Operator (not the future school).  
Address may be changed by modification of the contract at a later date.

In the case of the Mississippi Charter School Authorizer Board:

Executive Director  
Mississippi Charter School Authorizer Board  
239 N. Lamar Street Suite 207  
Jackson, MS 39201

### 7.3 **Indemnification and Disclaimer of Liability**

- 7.3.1 To the fullest extent allowed by law, the Charter Operator shall indemnify, defend, save and hold harmless, protect, and exonerate the Authorizer, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by the Charter Operator and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, the Charter Operator may be allowed to control the defense of any such claim, suit, etc. In the event the Charter Operator defends said claim, suit, etc., the Charter Operator shall use legal counsel acceptable to the State. The Charter Operator shall be solely responsible for all

costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. The Charter Operator shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

- 7.3.2 The Charter Operator acknowledges that it is without authority to extend the faith and credit of the Authorizer to any third party. The Charter Operator shall clearly communicate to vendors and other entities and individuals outside the Authorizer that the obligations of the Charter Operator under agreement or contract are solely the responsibility of the Charter Operator and are not the responsibility of MCSAB.

#### 7.4 **Independent Contractor Status**

- 7.4.1 The Charter Operator shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, the Charter Operator, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or the Charter Operator hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and the Charter Operator. The Charter Operator's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither the Charter Operator nor its employees shall, under any circumstances, be considered servants, agents, or employees of the the Authorizer, and the Authorizer shall be at no time legally responsible for any negligence or other wrongdoing by the Charter Operator, its servants, agents, or employees. The the Authorizer shall not withhold from the contract payments to the Charter Operator any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Charter Operator. Further, the Authorizer shall not provide to the Charter Operator any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

- 7.4.2 Additionally, the parties acknowledge that neither the Authorizer nor the State of Mississippi is liable for the debts or financial obligations of the Charter Operator or the Charter School.

- 7.4.3 The parties acknowledge that the Authorizer and its members individually are immune from civil liability for any damages arising with respect to all activities related to the operation of any type of charter school they may authorize as a chartering authority, including the Charter School.

#### 7.5 **Waiver**

- 7.5.1 No delay or omission by either party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such



right, power, or remedy. No waiver by either party to this Agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one party to this Agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

- 7.5.2 The parties agree that either party's failure to insist on strict performance of any term or condition of this Agreement **shall not constitute a waiver** of that term or condition, even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

7.6 **Failure to Enforce**

- 7.6.1 Failure by the Authorizer at any time to enforce the provisions of the Agreement **shall not be construed as a waiver of any such provisions**. Such failure to enforce shall not affect the validity of the Agreement or any part thereof or the right of the Authorizer to enforce any provision at any time in accordance with its terms.

7.7 **Non-Assignment**

- 7.7.1 Neither party to this Agreement shall assign or attempt to assign any rights, benefits, or obligations, accruing to the party under this Agreement, except to the extent authorized by Miss. Code Ann. §37-28-41(c) regarding the power to contract with a third party education service provider.

7.8 **Applicable Law**

- 7.8.1 This Agreement shall be governed by and construed according to the Constitution and laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. The Charter Operator shall comply with applicable federal, state, and local laws and regulations. To the extent that any provision of the Mississippi Charter Schools Act is inconsistent with any other state or local law, rule or regulation, the provisions of the **Mississippi Charter Schools Act govern and are controlling**.
- 7.8.2 The Charter Operator shall comply with all federal and state laws and regulations applicable to Mississippi charter schools, and all requirements imposed by the Authorizer's policy, guidance and/or regulations. The Charter Operator shall conform, in all respects, with the educational standards contained in this Agreement and in the Authorizer's policy guidance and/or regulations.
- 7.8.3 The parties intend that they be bound by, and that this Agreement be subject to, any and all future amendments or additions to the statutes, regulations, policies and procedures applicable to charter schools. The Charter Operator and the Authorizer hereby agree to comply with any such change as if it were specifically set forth herein. Any such change shall supersede any provision within this Agreement that conflicts with it.

7.9 **Severability**

- 7.9.1 If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement

that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the Agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

**7.10 No Third Party Beneficiary**

7.10.1 The enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to MCSAB and the Charter Operator. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

**7.11 Third Party Action Notification**

7.11.1 Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Charter Operator by any entity that may result in litigation related in any way to this agreement.

**7.12 Counterparts; Signature by Facsimile**

7.12.1 This Agreement may be signed in counterparts, which shall together constitute the original Contract. Signatures received by facsimile by either of the parties shall have the same effect as original signatures.

**7.13 Material Amendment**

A material amendment makes substantive changes to a charter schools governance, operational, or academic structure. Material amendments require Mississippi Charter School Authorizer Board approval. Any amendment not specifically listed as a non-material amendment shall be considered a material amendment and require the Authorizer's approval.

7.13.1 Any material amendment to this Agreement will be effective only with approval of the Authorizer and the Charter School's Charter Board. A Material Amendment shall not become effective and the Charter Operator shall not take action or implement the changes requested in the amendment until the amendment is approved by the Authorizer .

7.13.2 The Charter Operator will submit any proposed Material Amendment in accordance with guidance promulgated by the Authorizer as **Exhibit J**.

7.13.3 **Material terms/conditions** that require the Authorizer's approval prior to amendment of contract.

7.13.3.1 Changes in the legal status or management, including the structure of the Charter Board, Articles of Incorporation or bylaws

7.13.3.2 Changes in the school's enrollment policy

7.13.3.3 Changes in the grade levels served

7.13.3.4 Changes in student enrollment which result in enrollment in

excess of 120% of the total number of students set forth in the Charter School's contract

7.13.3.5 Changes in the Charter School's location (change of site and/or adding or deleting sites)

7.13.3.6 Changes to the approved Transportation Policy

7.13.3.7 Material modifications of the disciplinary code

7.13.3.8 Changes to or entrance into a contract between the Charter School Operator and the Local School District for the provision of and payment for an special education services

7.13.3.9 Changes to the Charter School's internal control policy or financial and reporting requirements as incorporated into this contract Exhibit G

7.13.3.10 Changes to the school's personnel policy that make it inconsistent with the terms of the contract or original application

#### 7.14 **Non-Material Amendment**

A non-material amendment makes non-substantive changes to a charter school's charter. Non-material amendments will be effective five business days following written notification, unless the the Authorizer notifies the operator that it objects to the proposed amendment.

7.14.1 A Non-Material Amendment of this Agreement may be made effective by the Charter Operator through written Notification to the Authorizer.

7.14.2 The Charter Operator will notify the Authorizer of any proposed Non-Material Amendment in accordance with guidance promulgated by the Authorizer as found in **Exhibit J**.

7.14.3 A Non-material amendment by the Authorizer due to a change the Authorizer policy or regulations any amendments thereto will be effective immediately unless a different effective date is stated therein.

7.14.4 Non-Material Amendments to the Agreement shall be identified in the Authorizer's contract amendment policy. Examples of non-material amendments include, but are not limited to the following

7.14.4.1 Changes to the mailing address, telephone, and/or facsimile number of the charter school

7.14.4.2 Changes to the school calendar that do not impact compliance with statutory requirements

7.14.4.3 Changes in signing authority for the charter school

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

**MISSISSIPPI CHARTER SCHOOL AUTHORIZER BOARD:**

By \_\_\_\_\_  
CHARTER SCHOOL BOARD CHAIR  
DATE  
**CHARTER OPERATOR** \_\_\_\_\_

By: \_\_\_\_\_  
The MISSISSIPPI CHARTER SCHOOL AUTHORIZER.  
CHAIR/PRESIDENT  
DATE

## **TABLE OF EXHIBITS**

Exhibit A:	Location of the Charter School
Exhibit B:	Charter School Non-Exemption Statute List
Exhibit C:	Educational Program Requirements – Essential Terms
Exhibit D:	Grade Level Enrollment Projection Table
Exhibit E:	Charter School Enrollment Policies and Procedures
Exhibit F:	Required Percentage of Underserved
Exhibit G:	Charter School Fiscal Oversight Policy
Exhibit H:	Employee Code of Ethics
Exhibit I:	Criminal Background Checks
Exhibit J:	Charter School Contract Amendment Request Form
Exhibit K:	Education Service Provider Contract (if Applicable)
By Reference:	Mississippi Charter School Performance Framework

**CHARTER SCHOOL CONTRACT: EXHIBIT A  
LOCATION OF THE CHARTER SCHOOL  
CHANGES TO EXHIBIT A REQUIRE AN APPROVED AMENDMENT  
BY THE AUTHORIZER**

Name of Charter School: \_\_\_\_\_

The Charter Operator shall provide educational services, including the delivery of instruction, at the location(s) specified below:

PHYSICAL ADDRESS

---

**CHARTER SCHOOL CONTRACT: EXHIBIT B**  
**CHARTER SCHOOL NON-EXEMPTION STATUE LIST**

Pursuant to Miss. Code Ann. § 37-28-45(6), Charter schools are *not* exempt from the following statutes:

1. Chapter 41, Title 25, Mississippi Code of 1972, which relate to open meetings of public bodies.
2. Chapter 61, Title 25, Mississippi Code of 1972, which relate to public access to public records.
3. Section 37-3-51, which requires notice by the district attorney of licensed school employees who are convicted of certain sex offenses.
4. Section 37-3-53, which requires publication of the Mississippi Report Card by the State Board of Education.
5. Section 37-11-18, which requires the automatic expulsion of a student possessing a weapon or controlled substance on educational property.
6. Section 37-11-18.1, which requires expulsion of certain habitually disruptive students.
7. Section 37-11-19, which requires suspension or expulsion of a student who damages school property.
8. Section 37-11-20, which prohibits acts of intimidation intended to keep a student from attending school.
9. Section 37-11-21, which prohibits parental abuse of school staff.
10. Section 37-11-23, which prohibits the willful disruption of school and school meetings.
11. Sections 37-11-29 and 37-11-31, which relate to reporting requirements regarding unlawful or violent acts on school property.
12. Section 37-11-67, which prohibits bullying or harassing behavior in public schools.
13. Section 37-13-3, which prohibits doctrinal, sectarian or denominational teaching in public schools.
14. Sections 37-13-5 and 37-13-6, which require the flags of the United States and the State of Mississippi to be displayed near the school building.

15. Section 37-13-63(1), which prescribes the minimum number of days which public schools must be kept in session during a scholastic year.
16. Section 37-13-91, which is the Mississippi Compulsory School Attendance Law.
17. Section 37-13-171(2) and (4), which requires any course containing sex-related education to include instruction in abstinence-only or abstinence-plus education.
18. Section 37-13-173, which requires notice to parents before instruction on human sexuality is provided in public classrooms.
19. Section 37-13-193, which relates to civil rights and human rights education in the public schools.
20. Sections 37-15-1 and 37-15-3, which relate to the maintenance and transfer of permanent student records in public schools.
21. Section 37-15-6, which requires the State Department of Education to maintain a record of expulsions from the public schools.
22. Section 37-15-9, which establishes minimum age requirements for kindergarten and first grade enrollment in public schools.
23. Section 37-15-11, which requires a parent, legal guardian or custodian to accompany a child seeking enrollment in a public school.
24. Sections 37-16-1, 37-16-3, 37-16-4 and 37-16-9, which relate to the statewide assessment testing program.
25. Section 37-18-1, which establishes the Superior-Performing Schools Program and Exemplary Schools Program to recognize public schools that improve.



**CHARTER SCHOOL CONTRACT: EXHIBIT C**  
**EDUCATIONAL PROGRAM REQUIREMENTS – ESSENTIAL TERMS**  
**CHANGES TO EXHIBIT C REQUIRE AN APPROVED AMENDMENT**  
**BY THE AUTHORIZER**

<b>Material Term</b>	<b>School Information</b>
School Name	
Mission	Changes Require an Approved Amendment
Vision	Changes Require an Approved Amendment
Essential Term #1	Changes Require an Approved Amendment
Essential Term #2	Changes Require an Approved Amendment
Essential Term #3	Changes Require an Approved Amendment

**PAGE INTENTIONALLY BLANK**

**CHARTER SCHOOL CONTRACT: EXHIBIT D**  
**GRADE LEVEL ENROLLMENT PROJECTION TABLE**  
**CHANGES TO EXHIBIT D REQUIRE AN APPROVED AMENDMENT**  
**BY THE AUTHORIZER**

Name of Charter School: \_\_\_\_\_

Name of Charter Operator: \_\_\_\_\_

Grade Level	Year 1 July 2021 – June 2022	Year 2 July 2022 – June 2023	Year 3 July 2023 – June 2024	Year 4 July 2024 – June 2025	Year 5 July 2025 – June 2026
K					
1					
2					
3					
4					
5					
6					
7					
8					
<b>TOTAL</b>					

\_\_\_\_\_  
 Signature of Charter Operator's  
 Authorized Representative

\_\_\_\_\_  
 Date

**CHARTER SCHOOL CONTRACT: EXHIBIT E**  
**CHARTER SCHOOL ENROLLMENT POLICIES AND PROCEDURES**  
**CHANGES TO EXHIBIT E REQUIRE AN APPROVED AMENDMENT**  
**BY THE AUTHORIZER**

The Mississippi Charter School Authorizer Board (MCSAB) is committed to ensuring that the student enrollment process in the charter schools it authorizes is **fair, transparent** and **accessible** to all students and families interested in attending a charter school.

The following describes the student enrollment process, both in terms of policies and procedures, for The Mississippi Charter School Authorizer Board's authorized charter schools.

**ENROLLMENT POLICY**

The Charter Board of each charter school must adopt a written student enrollment policy. The policy should include:

- Five-year enrollment plan (including expansion plan for additional grades and number of students served);
- A non-discrimination assurance;
- Eligibility and application requirements (including ages/grades at which the school enrolls, or does not enroll, new students);
- Marketing/outreach/recruitment timeline and activities;
- Due dates for application materials;
- Lottery date and process;
- Instructions for accepting admission if chosen in the lottery; and
- Waitlist procedures.

The Authorizer and/or MCSAB staff will approve the school's enrollment policy and may also approve any application materials (i.e. written application, recruitment flyer) to ensure consistency with Mississippi charter school law.

**Non-Discrimination Requirement**

Charter schools authorized by MCSAB are public schools and are open to all students eligible for enrollment in a public school. Charter schools may not discriminate on the basis of race, creed, color, ethnicity, sex, disability, national origin, religion, gender, income level, minority status, limited English proficiency, ancestry, need for special education services, or academic or athletic ability.

**Enrollment of Students with Disabilities**

It is expected that charter schools will enroll students with disabilities in compliance with all applicable laws. The Authorizer will monitor all schools for compliance with the law to ensure equal access for all students. The percentage of students eligible for special education services who are admitted to the charter school will be reviewed annually or more frequently as needed, based on the percentage of students identified as receiving special education services in schools in the district in which the charter school is located.

## **Required Enrollment of Underserved Students for Charter Schools**

The percentage of underserved students enrolled in the charter school, as defined in Miss. Code Ann. §37-28-35 must reflect that of students of all ages attending the school district in which the charter school is located. In order to be in compliance with this provision, a charter school's underserved population must reflect 80% or greater of the local school district's underserved population. Each charter school's underserved student requirement is reflected in Exhibit G of the charter contract.

Underserved students are defined as students participating in the federal free lunch program who qualify for at-risk funding under the Mississippi Adequate Education Program and students who are identified as having special education needs.

### **ENROLLMENT PERIOD**

To initiate the enrollment period, the charter school should:

- Determine the spaces available in each grade based on the school's capacity;
- Set a deadline for accepting student applications.
- Publicize the application deadline in multiple venues with reasonable notice of at least one month before the deadline;
- Set a date for the lottery (if needed) with reasonable public notice given at least one week prior to the lottery; and
- Set a final date for students to accept enrollment and the actual date of enrollment.

### **Recommended Practice in Recruiting Students**

To meet the requirement of "reasonable notice," a charter school might:

- Send notification to local non-profits advertising the school and its enrollment process;
- Post notices in various locations across the district;
- Hold well-publicized informational meetings for students and families to learn about the school and its enrollment process; and
- Run advertisements in the city's major commercial and community newspapers.

### **APPLICATION REQUIREMENTS**

As stated above, charter schools may not discriminate in their enrollment practices. At the same time, charter schools have an interest in making sure that prospective students and families understand the mission and focus of the school and that they are interested in being part of that school community. To that end, charter schools may have application requirements, provided those requirements are not designed, intended, or used to discriminate unlawfully. Meetings with parents/guardians, for example, must be designed to inform them about the school rather than to discourage certain types of students from attending the school.

### **Acceptable Application Requirements**

- Charter schools may require a written enrollment form that includes basic and general information about the prospective student (i.e. name, address, birth date, last grade completed, prior school attended).
- Charter schools may require proof of residency in the local school district where the charter school is located (such requirement may not be made of homeless students).
- Charter schools may require students to successfully complete the grade preceding the grade the student plans to enter.
- Charter schools may encourage (not require) parents/guardians to attend informational sessions.

### **Unacceptable Application Requirements**

- Charter schools **may not** require a written application that is intended to assess the student's aptitude (i.e. essay responses, prior test scores, special education and English language learner identification).
- Charter schools **may not** make statements in meetings that are intended to or have the effect of discouraging parents/guardians of students with disabilities, or students with limited English proficiency, or any other protected group of students from submitting an application to the school.

### **Eligibility**

A charter school must be open to: (a) Any student residing in the geographical boundaries of the school district in which the charter school is located; and (b) Any student who resides in the geographical boundaries of a school district that was rated "C," "D" or "F" at the time the charter school was approved by the authorizer board, or who resides in the geographical boundaries of a school district rated "C," or "D" or "F" at the time the student enrolls. Mississippi Code Annotated 37-28-23

### **Enrollment Preferences & Consideration**

Charter schools must give an enrollment preference to students enrolled in the charter school during the preceding school year and to siblings of students already enrolled in the charter school. An enrollment preference for returning students excludes those students from entering into a lottery.

A charter school must also give an enrollment preference to underserved students as defined in Mississippi Code Annotated 37-28-5 to ensure that the charter school meets its underserved student composition.

A charter school may give an enrollment preference to children of the charter school's applicant team, governing board members and full-time employees, so long as those children constitute no more than ten (10) % of the charter school's total student population.

Any noncharter public school or part of a noncharter public school converting to a charter school shall adopt and maintain a policy giving an enrollment preference to students who reside within the former attendance area of that public school. If the charter school has excess capacity after enrolling students residing within the former attendance area of the school, students outside of the former attendance area of the school but within the

geographical boundaries of the school district in which the charter school is located are eligible for enrollment.

## **CONDUCTING THE LOTTERY**

### **New Start-Up Charter Schools**

Charter schools must enroll all students who wish to attend the school unless the number of students exceeds the capacity of a program, class, grade level or building. If capacity is insufficient to enroll all students who wish to attend the school based on initial application to the school, the charter school must select students through a lottery.

At the conclusion of the application period, if the applications for students do not exceed the slots available, students applying during the application period shall be admitted. If the total number of eligible applicants exceeds the capacity of a program, class, grade level, or building, admission to the program, class, grade level, or school shall be based on an admissions lottery conducted from among the total number of eligible applicants.

### **Conversion Charter Schools**

For a conversion charter school, at the conclusion of the application period, if the applications for students residing in the previous school's attendance area do not exceed the slots available, such students shall be given preference over all other applicants, e.g. they must be automatically admitted. If the charter school receives more applications from students residing in the previous school's attendance area than spaces available, the school must conduct a lottery to fill slots.

### **Start-Up Charter Schools and Conversion Schools**

Following the admission of students entitled to a preference, if there are spaces available and the charter school's applications exceed the spaces available, the school must conduct a lottery to fill slots.

In the second year of operation and thereafter, all charter schools must modify their enrollment procedures in order to give preference to students previously enrolled in the school and their siblings.

Charter school lotteries are required by law to be equitable, randomized, transparent, and impartial so that students are accepted in a charter school without regard to disability, income level, race, religion, or national origin. Every time that an admissions lottery takes place, the process must be fair and all rules applied consistently.

Even after all spaces in the school are filled through a lottery, schools must continue to draw the names of all students who apply and place the names of students not selected for an available space on a waiting list in the order the names were drawn. Charter schools must keep and make public the waiting list and explicitly specify rules for their waiting lists clearly and in writing as part of their enrollment policies.

If the first enrollment process fails to fill all the available slots, and all names on the waiting list have been given an opportunity to enroll, a charter school may repeat the process of accepting applications for enrollment. This process should be well documented by specified dates and clear to all prospective families and students. As spaces become available during the school year, a school may repeat the application process to fill these openings, provided that all students on a current waiting list have first been selected.

Recommended Practice in Conducting Lottery During the First Year of Operation:

- Separate applications by grade level.
- For each grade level, draw names until all slots have been filled.
- If there are more names for a given grade than slots available, continue to pull names and add such names to the school's waitlist in order as pulled.

It is important to note that in subsequent years (Year 2 and thereafter), all charter schools must:

- Provide all previously enrolled students (e.g. students that attended the school during its first year of operation) the right to continue to attend the school, provided that the school serves the grade level in which the student should be enrolled.
- Give lottery preference to siblings of students already enrolled in the charter school.

## **ENROLLING STUDENTS**

Once the lottery is complete, the school should send notification to each student that submitted an application the status of their application. Students that were chosen in the lottery should be given explicit instructions on how they accept admission to the school and pertinent information regarding the start of the school year.

### **Acceptance Requirements**

Just like the application requirement, the admission acceptance **requirement may not in any way discriminate against students and families.**

Recommended Acceptance Requirements

The charter school should require a parent or guardian to accept admission to the charter school by notifying the school (providing multiple ways and ample time to do so) of his or her intent to attend.

The charter school must notify the Authorizer of the school's anticipated student enrollment by established deadlines.

A school is only required to hold a slot for a child whose parent has not accepted admission for two weeks. Thus, if an admitted student does not attend school for two consecutive weeks, that slot may be released to given to a student on the waitlist.

In such cases, a charter school is required to:

- Notify the parent/guardian after five days of missing school to discuss their intent to send their child to the school.



- State that in order for the slot to be held, the student must attend school within the next five days.
- If the student does not attend within those five days, the school may release that particular slot and fill it with a child from the waitlist (if no waitlist exists, the school may receive applications for that slot.)

**REMAINDER OF PAGE INTENTIONALLY BLANK**

**CHARTER SCHOOL CONTRACT: EXHIBIT F  
REQUIRED PERCENTAGE OF UNDERSERVED  
Incorporated into  
The Mississippi Charter School Performance Framework and Annual Report**

<b>Local School District Information</b>	
Local District Where Charter School Is Located	
Percent of Students Eligible for Free Lunch in Local District	
Percent of Students with Special Needs in Local District	

<b>Charter School Requirements</b>	
80% Requirement of Students Eligible for Free Lunch	
80% Requirement of Students with Special Needs	

**PAGE INTENTIONALLY BLANK**

**CHARTER SCHOOL CONTRACT: EXHIBIT G**  
**CHARTER SCHOOL FISCAL OVERSIGHT POLICY**  
**CHANGES TO EXHIBIT G REQUIRE AN APPROVED AMENDMENT**  
**BY THE AUTHORIZER**

**I. GENERAL FISCAL PROCEDURES**

- a. At all times, the Charter Operator shall maintain appropriate governance and managerial procedures and financial controls which procedures and controls shall include but not be limited to:
  - (i) Generally accepted accounting practices and the capacity to implement them;
  - (ii) A checking account;
  - (iii) Adequate payroll procedures;
  - (iv) An organizational chart;
  - (v) Procedures for the creation and review of monthly and quarterly financial reports, which shall specifically identify the individual who will be responsible for preparing such financial reports in the following fiscal year;
  - (vi) Internal control procedures for cash receipts, cash disbursements and purchases; and
  - (vii) Maintenance of asset registers and financial procedures for grants in accordance with applicable state and federal law.
- b. The Charter Operator shall allow the Authorizer full access to its financial and educational records, reports, files and documents of any kind.
- c. The Charter Operator agrees to timely supply all reports, test results and other information, which are required under the Mississippi Charter School Performance Framework, its Charter Contract, Mississippi state law, and federal regulations.
- d. All transactions or requests submitted by the Charter Operator to the Authorizer and MDE must be signed by the duly authorized representative of the Charter Operator.
- e. The school shall use and follow all policies in the Mississippi Department of Education Financial Accounting Handbook, including appropriate use of the chart of accounts and grant codes.

**II. Budget**

On or before June 1st of each year, the Charter School shall adopt and submit to the Authorizer the Charter School's proposed budget for the upcoming fiscal year. The budget shall:

- a. Be presented in a summary format which is consistent with generally accepted accounting principles;
- b. Be presented in a summary format that will allow for comparisons of revenues and expenditures among Authorizer schools by pupil;
- c. Be presented in a format that itemizes expenditures of the charter school by fund and by pupil;
- d. Show the amount budgeted for the current fiscal year;
- e. Show the amount estimated to be expended for the current fiscal year
- f. Specify the proposed expenditures and anticipated revenues arising from the contracting of bonded indebtedness by a capital improvement zone located within the jurisdiction of the Authorizer, if applicable;

- g. Not provide for expenditures, inter-fund transfers, or reserves in excess of available revenues and beginning fund balances.
- h. The charter school is required to provide reconciliation between the beginning fund balance on a budgetary basis and on a modified accrual basis of accounting. The reconciliation shall include but need not be limited to the liability for accrued salaries and related benefits. The reconciliation shall be included with the final version of the amended budget and the annual audited financial statements;
- i. Assets, funds, liabilities, and financial records of the Charter School must be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization unless approved by the Authorizer.

### III. FINANCIAL REPORTING

Each charter school shall submit quarterly reports to the Authorizer listing year-to-date revenues and expenditures through that quarter and budgeted revenues and expenditures for the fiscal year using forms provided by the Authorizer and on dates specified by the Authorizer.

Due Date	Financial Reporting
June 1	Annual Charter School Budget
September 15	Annual Audit
October 31 <sup>st</sup>	<b>First</b> Quarter Financial Packet Includes budgeted data for the fiscal year along with the YTD actual data through September 30 <sup>th</sup>
January 31 <sup>st</sup>	<b>Second</b> Quarter Financial Packet Includes budgeted data for the fiscal year along with the YTD actual data through December 31 <sup>st</sup>
April 30 <sup>th</sup>	<b>Third</b> Quarter Financial Packet Includes budgeted data for the fiscal year along with the YTD actual data through March 31
July 31 <sup>st</sup>	<b>Year End</b> Reporting 4 <sup>th</sup> Quarter Financial Packet Includes actual data for the prior fiscal year ending June 30

Quarterly reports will include a statement from the Charter Operator's lead executive and board president certifying the accuracy of the reports and the adherence to the Operator's Internal Control procedures.

### IV. INTERNAL CONTROLS

- a. Charter operator shall submit its Internal Control policy to the Authorizer for review and approval prior to beginning operations. The Authorizer shall verify that the Internal Control policy for each Charter Operator contains the necessary procedures to ensure assets as well as funds are safeguarded.
- b. Charter schools will be subject to selective, intermittent reviews of school financial records and internal control procedures.
- c. Quarterly and annual financial reports will include certification that the Charter Operator's Internal Control procedures are being followed.

**REMAINDER OF PAGE INTENTIONALLY BLANK**

## **CHARTER SCHOOL CONTRACT: EXHIBIT H EMPLOYEE CODE OF ETHICS**

*Rule 6.1: Code of Ethics Policy.* Each educator, upon entering the teaching profession, assumes a number of obligations, one of which is to adhere to a set of principles which defines professional conduct. These principles are reflected in the following code of ethics which sets forth to the education profession and the public it serves standards of professional conduct and procedures for implementation.

A. This code shall apply to all persons licensed according to the rules established by the Mississippi State Board of Education and employed as an educator or administrator by a charter school and protects the health, safety and general welfare of students and educators.

B. Ethical conduct is any conduct which promotes the health, safety, welfare, discipline and morals of students and colleagues.

C. Unethical conduct is any conduct that impairs the license holder's ability to function in his/her employment position or a pattern of behavior that is detrimental to the health, safety, welfare, discipline, or morals of students and colleagues.

D. Any educator or administrator license may be revoked or suspended for engaging in unethical conduct relating to an educator/student relationship (Rule 6.5). Charter schools shall report to the Office of Educator Misconduct, within the Office of Educator Licensure of the Mississippi Department of Education, license holders who engage in unethical conduct relating to an educator/student relationship (Rule 6.5).

E. Charter schools shall report infractions according to the guidance outlined under Rule 14.10 under Miss. Code Ann. § 37-3-2 to the Office of Educator Misconduct, within the Office of Educator Licensure of the Mississippi Department of Education. Mississippi Code Annotated, § 37-3-2(15) authorizes the Commission on Teacher and Administrator Education, Licensure and Development, to promulgate procedures for reporting infractions delineated under § 37-3-2. The Commission has provided the procedures to be followed by all educators required to hold a certificate/license. These procedures will ensure compliance with Mississippi law. Charter school leaders should adhere to the guidance and procedures for reporting provided by the Mississippi Department of Education and available through Office of Educator Misconduct.

*Rule 6.2: Professional Conduct.* An educator should demonstrate conduct that follows generally recognized professional standards.

A. Ethical conduct includes, but is not limited to, the following:

1. Encouraging and supporting colleagues in developing and maintaining high standards
2. Respecting fellow educators and participating in the development of a professional teaching environment
3. Engaging in a variety of individual and collaborative learning experiences essential to professional development designed to promote student learning
4. Providing professional education services in a nondiscriminatory manner
5. Maintaining competence regarding skills, knowledge, and dispositions relating to his/her organizational position, subject matter and pedagogical practices
6. Maintaining a professional relationship with parents of students and establish appropriate communication related to the welfare of their children

B. Unethical conduct includes, but is not limited to, the following:

1. Harassment of colleagues
2. Misuse or mismanagement of tests or test materials
3. Inappropriate language on school grounds or any school-related activity
4. Physical altercations
5. Failure to provide appropriate supervision of students and reasonable disciplinary actions

*Rule 6.3: Trustworthiness.* An educator should exemplify honesty and integrity in the course of professional practice and does not knowingly engage in deceptive practices regarding official policies of the charter school board and the MCSAB policies.

A. Ethical conduct includes, but is not limited to, the following:

1. Properly representing facts concerning an educational matter in direct or indirect public expression
2. Advocating for fair and equitable opportunities for all children
3. Embodying for students the characteristics of honesty, diplomacy, tact, and fairness

B. Unethical conduct includes, but is not limited to, the following:

1. Falsifying, misrepresenting, omitting, or erroneously reporting any of the following:
  - a. employment history, professional qualifications, criminal history, certification/recertification
  - b. information submitted to local, state, federal, and/or other governmental agencies
  - c. information regarding the evaluation of students and/or personnel
  - d. reasons for absences or leave
  - e. information submitted in the course of an official inquiry or investigation
2. Falsifying records or directing or coercing others to do so

*Rule 6.4: Unlawful Acts.* An educator shall abide by federal, state, and local laws and statutes and charter school board policies.

A. Unethical conduct includes, but is not limited to, the commission or conviction of a felony or sexual offense. As used herein, conviction includes a finding or verdict of guilty, or a plea of nolo contendere, regardless of whether an appeal of the conviction has been sought or situation where first offender treatment without adjudication of guilt pursuant to the charge was granted.

*Rule 6.5: Educator/Student Relationships.* An educator should always maintain a professional relationship with all students, both in and outside the classroom.

A. Ethical conduct includes, but is not limited to, the following:

1. Fulfilling the roles of mentor and advocate for students in a professional relationship. A professional relationship is one where the educator maintains a position of teacher/ student authority while expressing concern, empathy, and encouragement for students.
2. Nurturing the intellectual, physical, emotional, social and civic potential of all students
3. Providing an environment that does not needlessly expose students to unnecessary embarrassment or disparagement
4. Creating, supporting, and maintaining a challenging learning environment for all students



**B.** Unethical conduct includes, but is not limited to the following:

1. Committing any act of child abuse
2. Committing any act of cruelty to children or any act of child endangerment
3. Committing or soliciting any unlawful sexual act
4. Engaging in harassing behavior on the basis of race, gender, national origin, religion or disability
5. Furnishing tobacco, alcohol, or illegal/unauthorized drugs to any student or allowing a student to consume alcohol or illegal/unauthorized drugs
6. Soliciting, encouraging, participating or initiating inappropriate written, verbal, electronic, physical or romantic relationship with students

Examples of these acts may include but not be limited to:

1. sexual jokes
2. sexual remarks
3. sexual kidding or teasing
4. sexual innuendo
5. pressure for dates or sexual favors
6. inappropriate touching, fondling, kissing or grabbing
7. rape
8. threats of physical harm
9. sexual assault
10. electronic communication such as texting
11. invitation to social networking
12. remarks about a student's body
13. consensual sex

*Rule 6.6: Educator/Collegial Relationships.* An educator should always maintain a professional relationship with colleagues, both in and outside the classroom.

**A.** Unethical conduct includes but is not limited to the following:

1. Revealing confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law
2. Harming others by knowingly making false statements about a colleague or the school system
3. Interfering with a colleague's exercise of political, professional, or citizenship rights and responsibilities
4. Discriminating against or coercing a colleague on the basis of race, religion, national origin, age, sex, disability or family status
5. Using coercive means or promise of special treatment in order to influence professional decisions of colleagues

*Rule 6.7: Alcohol, Drug and Tobacco Use or Possession.* An educator should refrain from the use of alcohol and/or tobacco during the course of professional practice and should never use illegal or unauthorized drugs.

**A.** Ethical conduct includes, but is not limited to, the following:

1. Factually representing the dangers of alcohol, tobacco and illegal drug use and abuse to students during the course of professional practice

**B.** Unethical conduct includes, but is not limited to, the following:

1. Being under the influence of, possessing, using, or consuming illegal or unauthorized drugs

2. Being on school premises or at a school-related activity involving students while documented as being under the influence of, possessing, or consuming alcoholic beverages. A school-related activity includes but is not limited to, any activity that is sponsored by a school or a school system or any activity designed to enhance the school curriculum such as club trips, etc. which involve students
3. Being on school premises or at a school-related activity involving students while documented using tobacco

*Rule 6.8: Public Funds and Property.* An educator shall not knowingly misappropriate, divert, or use funds, personnel, property, or equipment committed to his or her charge for personal gain or advantage.

**A.** Ethical conduct includes, but is not limited to, the following:

1. Maximizing the positive effect of school funds through judicious use of said funds
2. Modeling for students and colleagues the responsible use of public property.

**B.** Unethical conduct includes, but is not limited to, the following:

1. Knowingly misappropriating, diverting or using funds, personnel, property or equipment committed to his or her charge for personal gain
2. Failing to account for funds collected from students, parents or any school-related function
3. Submitting fraudulent requests for reimbursement of expenses or for pay
4. Co-mingling public or school-related funds with personal funds or checking accounts
5. Using school property without the approval of the charter school board

*Rule 6.9: Remunerative Conduct.* An educator should maintain integrity with students, colleagues, parents, patrons, or businesses when accepting gifts, gratuities, favors, and additional compensation.

**A.** Ethical conduct includes, but is not limited to, the following:

1. Insuring that institutional privileges are not used for personal gain
2. Insuring that school policies or procedures are not impacted by gifts or gratuities from any person or organization

**B.** Unethical conduct includes, but is not limited to, the following:

1. Soliciting students or parents of students to purchase equipment, supplies, or services from the educator or to participate in activities that financially benefit the educator unless approved by the charter school board
2. Tutoring students assigned to the educator for remuneration unless approved by the charter school board
3. The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or to obtain special advantage. (This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents, or other persons or organizations in recognition or appreciation of service.)

*Rule 6.10: Maintenance of Confidentiality.* An educator shall comply with state and federal laws and charter school board policies relating to confidentiality of student and personnel records, standardized test material, and other information covered by confidentiality agreements.

**A.** Ethical conduct includes, but is not limited to, the following:

- a. Keeping in confidence information about students that has been obtained in the course of professional service unless disclosure serves a legitimate purpose or is required by law
  - b. Maintaining diligently the security of standardized test supplies and resources
- B. Unethical conduct includes, but is not limited to, the following:
  - a. Sharing confidential information concerning student academic and disciplinary records, health and medical information family status/income and assessment/testing results unless disclosure is required or permitted by law.
  - b. Violating confidentiality agreements related to standardized testing including copying or teaching identified test items, publishing or distributing test items or answers, discussing test items, and violating charter school board or state directions for the use of tests
  - c. Violating other confidentiality agreements required by state or charter school policy

*Rule 6.11: Breach of Contract or Abandonment of Employment.* An educator should fulfill all of the terms and obligations detailed in the contract with the charter school board or educational agency for the duration of the contract.

- A. Unethical conduct includes, but is not limited to, the following:
  - 1. Abandoning the contract for professional services without prior release from the contract by the school board
  - 2. Refusing to perform services required by the contract

## **CHARTER SCHOOL CONTRACT: EXHIBIT I CRIMINAL BACKGROUND CHECKS**

*Rule 4.1 Criminal Background Checks for Applicants of Employment in Charter Schools.*

The Mississippi Charter School Authorizer Board is committed to the use of all reasonable means to ensure the safety of the students and employees at every charter school. The employment background screening process is designed to make the school environment safe and to screen out those persons who could be harmful to students or staff.

Pursuant to Section 37-28-49 of the Mississippi Code Annotated, all charter school teachers and other school personnel, as well as members of the governing board and any education service provider with whom a charter school contracts, are subject to criminal history record checks and fingerprinting requirements applicable to employees of other public schools.

The Mississippi Charter School Authorizer Board shall require that current criminal record background checks and current child abuse registry checks are obtained. All criminal record information and registry check are to be on file at the charter school for any new hires applying for employment.

In order to determine an applicant's suitability for employment, the applicant must be fingerprinted. If no disqualifying record is identified at the state level, the fingerprints must be forwarded by the Department of Public Safety to the Federal Bureau of Investigation for a national criminal history record check. The applicant may be required to pay the fee for such

fingerprinting and criminal history record check, not to exceed fifty dollars (\$50.00). Under no circumstances may a member of the Mississippi Charter School Authorizer Board, member of the charter school governing board or any individual other than the subject of the criminal history record checks disseminate information received through the checks except as may be required to fulfill the purposes of this section. The determination whether the applicant has a disqualifying crime must be made by the appropriate state or federal governmental authority, which must notify the charter school whether a disqualifying crime exists.

If the fingerprinting or criminal record checks disclose a felony conviction, guilty plea or plea of *nolo contendere* to a felony of possession or sale of drugs, murder, manslaughter, armed robbery, rape, sexual battery, sex offense listed in Section 45-33-23(g), child abuse, arson, grand larceny, burglary, gratification of lust or aggravated assault which has not been reversed on appeal or for which a pardon has not been granted, the new hire is not eligible to be employed at the charter school. However, the charter school, in its discretion, may allow any applicant aggrieved by the employment decision under this section to show mitigating circumstances that exist and may allow, subject to the approval of the Mississippi Charter School Authorizer Board, the new hire to be employed at the school. The authorizer may approve the employment depending on the mitigating circumstances, which may include, but need not be limited to: (a) age at which the crime was committed; (b) circumstances surrounding the crime; (c) length of time since the conviction and criminal history since the conviction; (d) work history; (e) current employment and character references; and (f) other evidence demonstrating the ability of the person to perform the employment responsibilities competently and that the person does not pose a threat to the health or safety of children. Any employment contract or notification letter for a new hire executed by the charter school shall be voidable if the new hire receives a disqualifying criminal record check.

No charter school, charter school employee, member of the charter school governing board, the Mississippi Charter School Authorizer Board or member or employee of the Mississippi Charter School Authorizer Board may be held liable in any employment discrimination suit in which an allegation of discrimination is made regarding an employment decision authorized under this section.

A charter school shall terminate any teacher or administrator for committing one or more of the following acts:

- (a) Engaging in unethical conduct relating to an educator-student relationship as identified by the Mississippi Charter School Authorizer Board;
- (b) Fondling a student as described in Section 97-5-23 or engaging in any type of sexual involvement with a student as described in Section 97-3-95; or
- (c) Failure to report sexual involvement of a charter school employee with a student as required by Section 97-5-24.

# CHARTER SCHOOL CONTRACT: EXHIBIT J

## CHARTER SCHOOL CONTRACT AMENDMENT REQUEST FORM

### Charter School Contract Amendment Request Form

Non-Profit Organization: \_\_\_\_\_

Board President/Chairperson: \_\_\_\_\_

School(s) Affected by Amendment Request: \_\_\_\_\_

Section A. Please indicate the type(s) of amendment requested by checking the appropriate box(es) below:			
Material Amendments		Non-Material Amendments	
<p>* A material amendment makes substantive changes to a charter schools governance, operational, or academic structure. Material amendments require Mississippi Charter School Authorizer Board approval. Any amendment not specifically listed as a non-material amendment shall be considered a material amendment and require Authorizer's approval.</p>		<p>* A non-material amendment makes non-substantive changes to a charter school's charter. Non-material amendments will be effective five business days following written notification, unless the Mississippi Charter School Authorizer Board notifies the operator that it objects to the proposed amendment.</p>	
	Changes in the legal status or management, including the structure of the Charter Board, Articles of Incorporation or bylaws		Changes to the mailing address, telephone, and/or facsimile number of the charter school
	Changes to the Charter School's educational program or curriculum as defined in the contract (Essential Terms)		Changes to the school calendar that do not impact compliance with statutory requirements
	Changes to the Charter School's Mission		Changes in signing authority for the charter school
	Changes the school's enrollment policy		Changes in admission procedures or criteria, if applicable
	Changes in the grade levels served		
	Changes in student enrollment which result in enrollment in excess of 120% of the total number of students set forth in the school's charter contract		
	Changes in school location (change of site and/or adding or deleting sites)		
	Changes to the approved Transportation Policy		

	Material modifications of the disciplinary code	
	Changes to the school's specific academic goals used in the Mississippi Charter School Performance Framework	
	Changes to or entrance into of any contract between the charter school operator and the local school district for the provision of and payment for any special education services	
	Changes to the Charter School's internal control policy or financial and reporting requirements as incorporated into this contract <b>Exhibit G</b>	
	Changes to the school's personnel policy that make it inconsistent with the terms of the contract or original application	
	Changes to the termination date of the charter contract	
	Other (please explain in Section B below)	

**Section B.** Please provide a rationale for each proposed amendment indicated above, not to exceed one page per amendment. Include any supporting documentation as an attachment; this is required for both material and non-material amendments.

**Section C.** If requesting an amendment to the grade levels served or student enrollment in excess of 120%, please attach an updated version of the enrollment projection table. A **template can be found below.**

Grade Level	Year 1 July 2021 – June 2022	Year 2 July 2022 – June 2023	Year 3 July 2023 – June 2024	Year 4 July 2024 – June 2025	Year 5 July 2025 – June 2026
K					
1					
2					
3					
4					
5					
6					
7					
8					
<b>TOTAL</b>					

**Section D.** Please include a copy of the board minutes authorizing the amendment request for material and non-material amendments.

I certify that I have the authority to submit this Charter Contract Amendment Request Form and that all information contained herein is complete and accurate. I understand that material amendments are not considered approved until the Mississippi Charter School Authorizer Board officially approves this request, and that non-material amendments are considered approved only after the Mississippi Charter School Authorizer Board or its staff expresses no objection within five business days of receiving the request. I understand that if this request is not received within the timeframe for inclusion on the current month's board meeting agenda, it will be added to the agenda of MCSAB's next regularly scheduled meeting for consideration. I also understand that this document does not constitute an amendment and that a proposed material amendment approved by the MCSAB shall only be binding on the parties to the charter contract in accordance with the terms and conditions contained in an amendment signed by MCSAB and the charter operator.

**Signature of Board President/Chairperson:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Submission Instructions:** Please submit this form as a single PDF document in Epicenter. Please note that requests for material amendments are due at least one month before the next MCSAB regular board meeting. All contract amendment requests will be considered for approval during the next regularly scheduled board meeting. **In order to receive funding from MAEP for enrollment expansion requests, please submit these material amendment requests no later than November first of the prior school year.**