



## **FEE FOR SERVICE AGREEMENT**

**with**

**MISSISSIPPI CHARTER SCHOOL AUTHORIZER BOARD**

**for**

### **2015 APPLICATION PROCESS MANAGEMENT**

This Agreement for services is hereby entered between the National Association of Charter School Authorizers, located at 105 West Adams Street, Suite 1900, Chicago, IL 60603 ("NACSA" or "Consultant") and the Mississippi Charter School Authorizer Board, located at 3825 Ridgewood Road, Jackson MS 39211 ("MCSAB", "the Board").

#### **Section 1: Background**

With passage of the Mississippi Charter Schools Act of 2013 (The Act), the State of Mississippi has renewed its commitment to creating high quality public education options for children by establishing the Mississippi Charter School Authorizer Board (the Board or MCSAB). The Board's mission is "to authorize high-quality charter schools, particularly schools designed to expand opportunities for underserved students." (Charter Schools Act § 4(2)(a)).

The National Association of Charter School Authorizers (NACSA) has been pleased to support the management of the Board's first two application processes. The attached proposal outlines a scope of work and timeline for NACSA to continue supporting the Board in fulfilling the intent of Mississippi's charter school law.

#### **Section II: Scope of Work**

NACSA proposes continued support for the MCSAB's development as a high quality charter school authorizer through support in the following areas:

**Application Process Co-Management.** In collaboration with the Board and executive director, NACSA will co-manage MCSAB's 2015 application cycle including managing the following responsibilities:

- recruitment, selection, training and management of evaluation teams;
- capacity interview preparation; and
- delivery of recommendations for approval or denial of each application.

Specific Scope of Work shall be as established in the attached Proposal dated March 9, 2015 (Proposal), or as modified by agreement between NACSA and the Board and confirmed through written or electronic communication.

### **Section III: Deliverables and Timeline**

The Deliverables and Timeline shall be as established on page 6 of the attached proposal or as modified by agreement between NACSA and the Board and confirmed through written or electronic communication.

### **Section IV: Performance**

Services under this Agreement are to be performed exclusively by NACSA staff and consultants under their direct supervision and control. If, for any reason, NACSA is unable to perform the services required as set out in this Agreement, they shall notify the Board promptly, and the Agreement shall be immediately voidable at the Board's discretion. Any material changes or extensions to this Agreement may be made by mutual agreement in writing and signed by both parties.

### **Section V: Term**

NACSA anticipates that all work will be completed by September 30, 2015. This Agreement may be renewed, extended, or amended by mutual agreement of the parties in writing only.

### **Section VI: Cost and Payment**

In consideration for these services MCSAB will compensate according to the budget set out in the Proposal with a total not to exceed \$42,370. However, the Parties recognize that the budget for the 2015 Application Process is based on specific estimates for the number of applications to be reviewed for each phase. To the extent that the actual numbers vary from the estimates for one or more phases, the parties agree to negotiate in good faith a modification of the contracted amount consistent with the actual numbers and with the per application costs reflected in the budget. The budget presented in the Proposal includes all anticipated fees and incidental expenses.

### **Section VII: Availability of Funds**

It is expressly understood and agreed that the obligation of the Board to proceed under any Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of private or federal funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the State of Mississippi to appropriate funds or the insufficiency of the availability of private funds donated to the Board, or if funds are not otherwise available to the Board, the Board shall have the right upon fifteen (15) working days' written notice to NACSA, to terminate the Agreement without damage, penalty, cost, or expenses to the State of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

### **Section VIII: Intellectual Property**

Upon the termination of this Agreement for any reason, all records and reports or any other material created exclusively for the MCSAB related to this Agreement should become the property of the MCSAB. The MCSAB agrees that all materials created in whole or in



part by NACSA prior to this Agreement ("Prior Works") remain the exclusive property of NACSA and are not considered to be works available for purchase. NACSA grants to the MCSAB a nonexclusive, nontransferable license to use or display such Prior Works. The MCSAB will give proper credit and citation to the Consultant when publishing, copying, disclosing, or transmitting any such Prior Works.

### **Section IX: Confidentiality**

NACSA shall not use, directly or indirectly, the MCSAB's confidential information or disclose such information to anyone except in the delivery of the work to be rendered by its Consultants pursuant to the Agreement. NACSA acknowledges that such confidential information is owned and shall continue to be owned solely by the MCSAB, and that NACSA and its Consultants are granted access to and knowledge of such confidential information strictly on a confidential basis.

### **Section X: Termination or Cancellation of Contract**

This Agreement may be terminated by either party at any time by written notice to the other fifteen (15) days prior to the date of termination. If this Agreement is terminated, the MCSAB shall be liable only for payment under the payment provisions of this Agreement for services rendered before the effective date of termination.

### **Section XI: Equal Opportunity Employer**

NACSA shall be an equal opportunity employer and shall conform to all affirmative action and other applicable requirements; accordingly, NACSA shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, disability, or sex in any manner prohibited by law.

### **Section XII: Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. NACSA shall comply with all applicable federal, state, and local laws and regulations. The Board shall comply with all applicable state laws including the Mississippi Employment Protection Act, Miss. Code Ann. Sections 71-11-1 et seq., the Mississippi Public Records Act, Miss. Code Ann. Sections 25-61-1 et seq. and the Mississippi Accountability and Transparency Act, Miss. Code Ann. Section 31-7-13.

### **Section XIII: Independent Contractor**

NACSA shall perform all services as an independent contractor and shall at no time act as an agent for the State.



**Section XIV: Acknowledgement**

In WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below.

**NATIONAL ASSOCIATION OF CHARTER SCHOOL AUTHORIZERS**

By: \_\_\_\_\_

William Haft  
Vice President, Authorizer Development

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

**MISSISSIPPI CHARTER SCHOOL AUTHORIZER BOARD**

By: \_\_\_\_\_

Marian Schutte  
Executive Director, MCSAB

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