



## MEMORANDUM OF UNDERSTANDING

### Out of District Enrollment

This memorandum of understanding (MOU) is entered into by and between the Tennessee Public Charter School Commission ("Commission") and the governing board for [Charter School] ("Charter School"), collectively the "Parties," to outline the procedures and supports related to out of district enrollment for the Charter School.

Parties hereby covenant as follows:

**1)** Charter School shall offer out of district enrollment for the 2024-2025 school year, as submitted and approved in accordance with T.C.A. § 49-13-113.

**2) Effective Date and Termination.**

2.1 General Terms. This MOU shall be effective immediately upon signature by the Parties, and continue until June 30, 202\_.

2.2 There shall be no renewal of this MOU at the conclusion of the effective date, as named in Section 2.1 of this Agreement.

**3) Enrollment Documentation.**

3.1 By entering into this agreement, the Parties agree that the Charter School has submitted, and the Commission has approved, all out of district enrollment documentation, as required by Commission LEA Policy 6207 and Commission Out of District Enrollment Procedures 1032. The enrollment documentation includes:

- i) Submission of the authorized public charter school's lottery plan, in accordance with T.C.A. § 49-13-113;
- ii) The plan for address verification for out-of-district students enrolling for the upcoming school year;
- iii) The plan for continued attendance and enrollment verification for out-of-district students;
- iv) The plan for tuition collection by the authorized public charter school for submission to the resident LEA for out-of-district students, where applicable.

**4) Tuition.**

4.1 The Commission shall provide the per pupil costs for resident LEAs to the Charter School for purposes of calculation of tuition.

4.2 The Charter School shall submit to the resident LEA the total per pupil costs for each individual student residing outside of the boundaries of the geographic LEA in an amount as calculated by formula within the Commission policy and/or procedures.

4.3 The Charter School shall not prorate the tuition assessed for enrolled students that reside outside of the boundaries of the geographic LEA.

4.3.1 Except for on a semester basis, the Charter School shall submit payment to the resident LEA the total per pupil costs of tuition related to this MOU and the Commission Out of District Enrollment Policy and Procedure.

**5) Non-Compliance.**

5.1 Should the Charter School fail to timely submit payment to the resident LEA, the Commission shall withhold the appropriate amounts to submit for the out-of-district students enrolled after thirty (30) days' notice to the authorized public charter school.

5.2 Should the Commission withhold the appropriate amounts to submit to the authorized public charter school for the out-of-district students enrolled, the Charter School shall be assessed an administrative fee.

5.3 Should the Commission withhold the appropriate amounts to submit to the authorized public charter school for the out-of-district students enrolled, the non-compliance shall be reflected in the Charter School's School Performance Framework.

**6) Agreement.**

6.1 The Parties intend this MOU to represent a final and complete expression of their agreement, which shall be considered the Agreement. 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) Severability.**

7.1 The provisions of this MOU are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition, and the remainder of the MOU shall remain in effect unless otherwise terminated by one or both of the Parties.

**8) Authority.**

8.1 The individual officers, agents and employees of the Parties hereto who execute this MOU do hereby individually represent and warrant that they have full power and lawful authority to execute this MOU.

**9) Nondiscrimination.**

9.1 The Parties agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this MOU on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law.

**10) Amendment.**

10.1 The Parties agree that there shall be no amendments to this MOU.

**11) Governing Law.**

11.1 This MOU shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules.

**12) State and Federal Compliance.**

12.1 The Parties shall comply with all State and federal laws and regulations applicable in the performance of this MOU.

**13) Change of Law.**

13.1 If, due to any change in applicable law, regulation, or interpretation thereof by any court of law or other governing body having jurisdiction subsequent to the date of this MOU, performance of any provision of this MOU or any transaction contemplated hereby shall become impracticable or impossible, the Parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such provision.

**14) Notice.**

14.1 Any notice required or permitted under this MOU shall be in writing, sent via electronic or other means, and shall be effective immediately upon personal delivery, subject to verification of service or acknowledgment of receipt, or three (3) days after mailing when sent by certified mail, postage prepaid.

Notice to the Commission shall be made to:

Tess Stovall  
Executive Director  
Tennessee Public Charter School Commission  
8<sup>th</sup> Floor Davy Crockett Tower  
500 James Robertson Parkway  
Nashville, TN 37243  
[Tess.Stovall@tn.gov](mailto:Tess.Stovall@tn.gov)

*Copy to:*

Ashley N. Thomas, esq.  
General Counsel  
Tennessee Public Charter School Commission  
8<sup>th</sup> Floor Davy Crockett Tower  
500 James Robertson Parkway  
Nashville, TN 37243  
[Ashley.Thomas2@tn.gov](mailto:Ashley.Thomas2@tn.gov)

Notice to the Charter School shall be made to:

XXXXXXXX



IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS MOU ON THE DAY AND YEAR PROVIDED BELOW:

TENNESSEE PUBLIC CHARTER SCHOOL COMMISSION

By:

Name/Title: Tess Stovall, Executive Director

Date:

CHARTER SCHOOL

By:

Name/Title:

Date:

DRAFT



## **ENROLLMENT DOCUMENTATION**

**Exhibit A** – Charter School Approved Lottery Plan

**Exhibit B** – Charter School Address Verification Plan

**Exhibit C** – Charter School Continuing Attendance and Enrollment Plan

**Exhibit D** – Charter School Tuition Collection Plan

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T.C.A. § 49-13-113 permits an authorized public charter school to enroll students residing outside the boundaries of the geographic LEA pursuant to the authorizer's out of district enrollment policy. Commission LEA Policy 6207 requires any authorized public charter school to offer out of district enrollment upon signature of an MOU and submission of enrollment documentation. The following pages constitute the requisite documentation for out of district enrollment.

The authorized public charter school acknowledges, by signature, that failure to comply with Commission LEA Policy 6207 will incur an administrative fee and will have the noncompliance reflect in the School Performance Framework.

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Enrollment Coordinator

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Date

**EXHIBIT A - the approved authorized public charter school's lottery plan, in accordance with T.C.A. § 49-13-113, is attached.**

**EXHIBIT B**

The authorized public charter school will verify the address of any student enrolled that resides outside the boundaries of the geographic LEA in the following way:

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**EXHIBIT C**

The authorized public charter school will verify continued attendance and enrollment for students enrolled that reside outside the boundaries of the geographic LEA in the following way:

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**EXHIBIT D**

The authorized public charter school will collect and submit tuition payments to the resident LEA, as defined in Commission Out of District Enrollment Procedure 1036, in the following way:

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